

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Cynthia Wingo,  
8249 Tributary Lane  
Reynoldsburg, Ohio 43068

Complainant,

v.

Crawford Hoying, Ltd.,  
41 S. High St.  
Suites 2800-3200  
Columbus, Ohio 43215

and

Crawford Communities, LLC,  
41 S. High St.  
Suites 2800-3200  
Columbus, Ohio 43215

and

Nationwide Energy Partners, LLC,  
230 West Street, Suite 150  
Columbus, Ohio 43215 Et al,

and

Knox Energy Cooperative Association, Inc.,  
c/o Anthony Desiato  
4100 Holiday St. N.W. Suite 201  
Canton, OH 44718

Respondents.

Case No. 17-2002-EL-CSS

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**CRAWFORD HOYING, LTD., AND CRAWFORD COMMUNITIES, LLC's  
ANSWER TO THE COMPLAINT OF CYNTHIA WINGO**

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**Introduction:**

On September 19, 2017, an alleged “service complaint” was filed against several parties, including Crawford Hoying Ltd., and Crawford Communities, LLC (collectively, and for the specific purposes of this answer, “Crawford Hoying”), by Cynthia Wingo (“Complainant” or “Wingo”). The Complaint was filed at the Public Utilities Commission of Ohio (“Commission” or “PUCO”). Complainant, by and through counsel, alleges that the individual entities and other named entities are “resellers” of public utility service.<sup>1</sup> The Complaint further alleges that the Commission has personal and subject matter jurisdiction over all entities named in Complaint.<sup>2</sup> The Complainant relies heavily on the recent rule modification that may be untenable, according to the Ohio JCARR Chairman.<sup>3</sup>

Crawford Hoying respectfully requests that the Commission dismiss this case until the pending Commission investigation is complete and until JCARR approves any new rules or rule modifications proposed by the PUCO. In the event the Commission does not dismiss the case for the reasons stated above, Crawford Hoying now asserts its answers and defenses to Complainant’s allegations:

**Second Defense:**

1. For its answer to Paragraph 1, upon information and belief, Crawford Hoying admits that Complainant is a tenant at Creekside.

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<sup>1</sup> Wingo Complaint at paragraph 8 (September 19, 2017).

<sup>2</sup> Id. at ¶8.

<sup>3</sup> See PUCO Case No. 15-1594-AU-COI, correspondence filed by Representative Duffey, page 10 of 10. As pointed out in the September 4, 2017, letter to PUCO Chairman Asim Haque, any rules or rule modifications presented in this case are likely rendered unenforceable under R.C. 111.15(B)(1)(b). (September 25, 2017).

2. For its answer to Paragraph 2, Crawford Hoying acknowledges upon belief and information that NEP is a limited liability company, but is without sufficient knowledge or information to admit or deny the remaining allegations contained in Paragraph 2.
3. There is no Paragraph 3 in the complaint.
4. Crawford Hoying acknowledges that Crawford Hoying, Ltd., is a domestic limited liability company, and denies the rest of the allegations in Paragraph 4.
5. Crawford Hoying acknowledges that Crawford Communities, LLC, is a domestic limited liability company. Answering further, the Complainant's lease agreement speaks for itself and is the best evidence of the same.
6. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraph 6.
7. Paragraph 7 contains no allegations and requires no answer.
8. Crawford Hoying denies the allegations contained in Paragraph 8 and further states that the Commission's Findings, Orders, and Entries speak for themselves.
9. Paragraph 9 contains no allegations and requires no answer.
10. Crawford Hoying incorporates by reference Paragraphs 1-9 of its answer as if fully restated herein.
11. Crawford Hoying is without sufficient knowledge or information to admit or deny the content of AEP's tariffs as described in Paragraph 11; Crawford Hoying further states that such tariffs speak for themselves.
12. Crawford Hoying is without sufficient knowledge or information to admit or deny specifics of interactions between NEP and unnamed "developers" as alleged in Paragraphs 12 through 15.
13. Crawford Hoying denies that it is a party to a CCSA with NEP regarding Creekside; Crawford Hoying is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 16.

14. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraphs 17 through 19.
15. Crawford Hoying denies the allegations in Paragraph 20.
16. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraph 21.
17. Crawford Hoying is without sufficient knowledge or information to affirm or deny the allegations regarding NEP in Paragraph 22.
18. Crawford Hoying is without sufficient knowledge or information to affirm or deny the allegations regarding NEP in Paragraph 23.
19. Crawford Hoying is without sufficient knowledge or information to affirm or deny the information in Paragraph 24.
20. Crawford Hoying is without sufficient knowledge or information to affirm or deny the allegations in Paragraph 25 regarding NEP.
21. Crawford Hoying is without sufficient knowledge or information to affirm or deny the information and allegations in Paragraph 26.
22. Crawford Hoying is without sufficient knowledge or information to affirm or deny the information and allegations in Paragraph 27.
23. Crawford Hoying admits that Creekside residents pay for common area usage; Crawford Hoying denies the remaining allegations in Paragraph 28.
24. Crawford Hoying is without sufficient knowledge or information to affirm or deny the allegations in Paragraphs 29 and 30.
25. Crawford Hoying is without sufficient knowledge or information to affirm or deny that any "facility fee," as described, is charged to residents at Creekside as described in Paragraph 31.
26. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraph 32.
27. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations regarding NEP corporate origins as described in Paragraph 33.
28. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraphs 34 through 41.

29. Paragraph 42 calls for a legal conclusion or conclusions and is therefore denied by Crawford Hoying.
30. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraphs 43 through 49.
31. Paragraphs 50 through 52 appear to call for a legal conclusion or conclusions and these paragraphs are therefore denied by Crawford Hoying.
32. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraph 53.
33. For Paragraph 54, Crawford Hoying denies that it is a party to CCSA with NEP regarding Creekside.
34. Crawford Hoying admits that complainant Wingo signed a lease in June of 2017 that identifies Crawford Communities, LLC, as the Management Agent. Crawford Hoying denies that it is the current Management Agent for the landlord. Crawford Hoying is without sufficient knowledge or information to admit or deny the remaining allegations in Paragraph 55.
35. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraphs 56 through 59.
36. Crawford Hoying is without sufficient knowledge or information to affirm or deny certain activities or omissions by complainant Wingo as asserted in Paragraph 60.
37. Crawford Hoying is without sufficient knowledge or information to affirm or deny the allegations in Paragraphs 61 and 62.
38. For Paragraph 63, Crawford Hoying incorporates by reference Paragraphs 1 through 37 of its answer as if fully restated herein.
39. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in Paragraph 64.
40. Paragraphs 65 through 67 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs.
41. For Paragraph 68, Crawford Hoying incorporates by reference Paragraphs 1 through 40 of its answer as if fully restated herein.
42. Paragraphs 69 through 72 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs.

43. For Paragraph 73, Crawford Hoying incorporates by reference Paragraphs 1 through 42 of its answer as if fully restated herein.
44. Paragraphs 74 through 77 call for a legal conclusion or conclusions. Therefore, Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
45. For Paragraph 78, Crawford Hoying incorporates by reference Paragraphs 1 through 44 of its answer as if fully restated herein.
46. Paragraphs 79 through 82 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
47. For Paragraph 83, Crawford Hoying incorporates by reference Paragraphs 1 through 46 of its answer as if fully restated herein.
48. Paragraphs 84 through 87 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
49. For Paragraph 88, Crawford Hoying incorporates by reference Paragraphs 1 through 48 of its answer as if fully restated herein.
50. Paragraphs 89 and 90 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
51. For Paragraph 91, Crawford Hoying incorporates by reference Paragraphs 1 through 50 of its answer as if fully restated herein.
52. Paragraphs 92 and 93 call for a legal conclusion or conclusions. Therefore, Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
53. For Paragraph 94, Crawford Hoying incorporates by reference Paragraphs 1 through 52 of its answer as if fully restated herein.
54. Paragraphs 95 through 97 call for a legal conclusion or conclusions. Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a

legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.

55. For Paragraph 98, Crawford Hoying incorporates by reference Paragraphs 1 through 54 of its answer as if fully restated herein.
56. Crawford Hoying is without sufficient knowledge or information to admit or deny the information in Paragraph 99. To the extent the rule is presented correctly, Crawford Hoying states that the rule speaks for itself.
57. Insofar as the allegations refer specifically to Crawford Hoying in Paragraph 100, they are denied. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations as they refer to other entities that are respondents in this case.
58. Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations and information in Paragraphs 101 through 103.
59. For Paragraph 104, Crawford Hoying incorporates by reference Paragraphs 1 through 58 of its answer as if fully restated herein.
60. Paragraphs 105 through 109 call for a legal conclusion or conclusions. Therefore, Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
61. For Paragraph 110, Crawford Hoying incorporates by reference Paragraphs 1 through 60 of its answer as if fully restated herein.
62. Paragraphs 111 through 123 call for a legal conclusion or conclusions. Therefore, Crawford Hoying denies the allegations in these paragraphs. To the extent the allegations do not call for a legal conclusion, Crawford Hoying is without sufficient knowledge or information to admit or deny the allegations in these paragraphs.
63. In response to Complainant's Prayer for Relief, Crawford Hoying denies that any relief is requested from Crawford Hoying, denies all allegations contained in this section of the Complaint, and requests that the Commission dismiss the case.
64. Crawford Hoying denies each and every allegation of the Complaint unless specifically admitted or otherwise stated herein.

### **Third Defense:**

65. The Complaint fails to state a claim upon which relief may be granted.

### **Fourth Defense:**

66. The Commission does not have subject matter jurisdiction over this Complaint.

**Fifth Defense:**

67. The Commission does not have personal jurisdiction over Crawford Hoying, Ltd., or over Crawford Communities, LLC.

**Sixth Defense:**

68. The Complainant lacks standing to bring this Complaint before the Commission.

**Seventh Defense:**

69. Complainant's claims in this case are moot.

**Eighth Defense:**

70. Complainant's claims fail to state reasonable grounds for the Complaint.

**Ninth Defense:**

71. Complainant's claims are barred under estoppel by acquiescence.

**Additional Defenses:**

72. Crawford Hoying, Ltd., and Crawford Communities, LLC, reserve the right to assert any and all affirmative defenses and other matters as this proceeding continues.

WHEREFORE, having fully answered the Complaint, Crawford Hoying, Ltd., and Crawford Communities, LLC, respectfully request that the Public Utilities Commission of Ohio



dismiss the claims asserted against them, and award Crawford Hoying its attorneys' fees, cost of suit, and any other such relief that the Commission finds appropriate.

Respectfully Submitted,

/s/Christopher J. Allwein

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*Attorneys for Crawford Hoying, Ltd., and  
Crawford Communities, LLC*

### **CERTIFICATE OF SERVICE**

I hereby certify that the foregoing Answer to the Complaint of Cynthia Wingo was filed with the Public Utilities Commission of Ohio's e-filing system this 10th day of October, 2017, which will electronically serve notice of the filing of this document on the parties referenced on the service list of the Docket Card who have electronically subscribed to the case. In addition, the undersigned certifies that a copy of the foregoing was also served via electronic mail, this 10<sup>th</sup> day of October, 2017, upon the following counsel of record for the parties to this action:

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**Case No(s). 17-2002-EL-CSS**

Summary: Answer Corrected Answer of Crawford Hoying, Ltd. and Crawford Communities, LLC electronically filed by Mr. Christopher J. Allwein on behalf of Crawford Hoying, Ltd. and Crawford Communities, LLC