

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Cynthia Wingo,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 17-2002-EL-CSS
	)	
Nationwide Energy Partners, LLC, et al.,	)	
	)	
Respondents.	)	
	)	

**COMPLAINANT’S MEMORANDUM CONTRA MOTION TO DISMISS OF  
CRAWFORD HOYING, LTD. AND CRAWFORD COMMUNITIES, LLC**

Crawford Hoying, Ltd. and Crawford Communities, LLC (collectively, “Crawford”) seek dismissal for lack of subject matter jurisdiction. Dismissal on jurisdictional grounds should be denied for the reasons already explained in Complainant’s November 16, 2017 memorandum contra Nationwide Energy Partner’s (“NEP”) motion to dismiss. Like NEP, Crawford asks for the practical equivalent of summary judgment, which the Commission has no authority to grant, and which is unwarranted in any event given the numerous, unresolved factual disputes.

Crawford also argues that dismissal is appropriate for failure to state a claim (another way of saying that Ms. Wingo has failed to allege reasonable grounds for complaint). According to Crawford, the allegation that it and NEP are parties to, or beneficiaries of, a Commodity Coordination Service Agreement (CCSA) is merely a “bald accusation.” Motion at 9. Perhaps Crawford can explain why Brent Crawford signed not one but *two* CCSAs for the Creekside property. *See* Exhibit A.<sup>1</sup> Bald accusation? Hardly.

---

<sup>1</sup> The cover pages of these agreements are sufficient to make the point. Ms. Wingo will gladly produce these agreements in their entirety upon request. The complete agreements will disclose exactly how much NEP paid Crawford to sign them.

Crawford may claim that the CCSAs were signed by different Crawford entities than the respondents named in the Complaint. Even if that were the case, Crawford has not and cannot deny that the Crawford entities who are respondents in this case are affiliated with the Crawford entities identified in the CCSAs, as well as the entity identified in NEP's motion: Creekside Acquisition Columbus Associates LLC (CAC). Forget what Ms. Wingo has alleged; none other than NEP has claimed that "CAC is the responsible party for *all* water, sewer and electric utility service arrangements at Creekside." NEP Motion to Dismiss at 6 (emphasis in original). Additionally, "[a]ll of the utility infrastructure at Creekside, save for the electric submeters, is owned by CAC." *Id.* The CCSAs likewise identify the subject property is both "owned" and "operated" by CAC/Crawford. It is dishonest and misleading for Crawford to claim it "does not own the subject property" and "does not own the related utility infrastructure." Motion at 3.

As Ms. Wingo has said before, "NEP and its collaborators have woven a remarkably complex and misleading tapestry of entities and affiliates to camouflage their lucrative unregulated "loophole"; untangling that web without discovery and without a hearing would be impossible." Case No. 16-2501-EL-CSS, Memorandum Contra Application for Rehearing, at 6. (Oct. 20, 2017). The most Crawford has shown is that Ms. Wingo may need to add another Crawford entity, CAC, as a respondent in this proceeding.

Crawford's motion should be denied.

Dated: December 26, 2017

Respectfully submitted,

*s/ Mark A. Whitt*

---

Mark A. Whitt  
(Counsel of Record)  
Andrew J. Campbell  
Rebekah Glover  
**WHITT STURTEVANT LLP**  
88 E. Broad St., Suite 1590  
Columbus, Ohio 43215  
614.224.3911  
614.224.3960 (f)  
whitt@whitt-sturtevant.com  
campbell@whitt-sturtevant.com  
glover@whitt-sturtevant.com

Shawn J. Organ  
Joshua M. Feasel  
Carrie M. Lymanstall  
**ORGAN COLE LLP**  
1330 Dublin Road  
Columbus, Ohio 43215  
614.481.0900  
614.481.0904 (f)  
sjorgan@organcole.com  
jmfeasel@organcole.com  
cmlymanstall@organcole.com

Attorneys for Complainant

## CERTIFICATE OF SERVICE

This document was filed via the Commission's e-filing system on December 26, 2017.

Parties who have subscribed to electronic service will receive notice of this filing from the Commission. Service is also being made this day to the following persons by email:

Michael J. Settineri	<a href="mailto:mjsettineri@vorys.com">mjsettineri@vorys.com</a>
William A. Sieck	<a href="mailto:wasieck@vorys.com">wasieck@vorys.com</a>
Gretchen L. Petrucci	<a href="mailto:glpetrucci@vorys.com">glpetrucci@vorys.com</a>
Christopher J. Allwein	<a href="mailto:callwein@keglerbrown.com">callwein@keglerbrown.com</a>
Barth Royer	<a href="mailto:barthroyer@aol.com">barthroyer@aol.com</a>
Steven T. Nourse	<a href="mailto:snourse@aep.com">snourse@aep.com</a>
Christen M. Blend	<a href="mailto:cblend@aep.com">cblend@aep.com</a>

*s/ Mark A. Whitt*

---



**COMMODITY COORDINATION SERVICE AGREEMENT  
COVER SHEET**

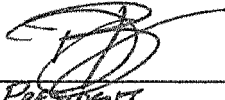
THIS AGREEMENT, which includes this Cover Sheet, the attached Commercial Terms and General Terms and Conditions, as well as all exhibits, schedules and properly executed written supplements hereto (collectively the "Agreement"), is made and entered into as of the Effective Date set forth below by and between NATIONWIDE ENERGY PARTNERS, LLC, a Delaware limited liability company ("Provider"), and the customer named below ("Customer").


<b>Customer:</b>	<b>Creekside I Acquisition, LLC</b>
<b>Entity Type:</b>	Limited Liability Company
<b>Federal Tax ID</b>	20-3785188
<b>State of Organization:</b>	Ohio
<b>Notices to Customer:</b>	<b>Creekside I Acquisition, LLC</b> c/o Crawford Hoying Attn: Brent Crawford 555 Metro Place North, Suite 600 Dublin, Ohio 43017 Tel No.: 614-335-2056 Fax No.: 614-850-9191
<b>Community Name (the "Community"):</b>	<b>"Creekside I"</b> The Community is a multi-family residential property owned and operated by Customer, containing 288 apartment units (each a "Unit" and collectively the "Units").
<b>Property Description (the "Property"):</b>	As described on Exhibit A.
<b>Included Commodities:</b>	The term "Commodity," as used herein, includes (check as applicable): <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Water
<b>Equipment Lease:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/a    Total Rental Due _____ (term)
<b>Monthly Cost Recovery Payments:</b>	\$0
<b>Area Lighting System:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A    Billed at \$ 0.00 per light
<b>Agreement Effective Date:</b>	
<b>Service Commencement Date:</b>	
<b>Length of Initial Term:</b>	240 months
<b>Special Terms and Conditions:</b>	Common Area Usage Allocated Monthly to Tenants

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**NATIONWIDE ENERGY PARTNERS, LLC,**  
a Delaware limited liability company

**Creekside I Acquisition, LLC,**  
an Ohio limited liability company

By:   
Its: PRESIDENT  
Date: 12.3.10

By:   
Its: Manager  
Date: 12/3/2010



**COMMODITY COORDINATION SERVICE AGREEMENT  
COVER SHEET**

THIS AGREEMENT, which includes this Cover Sheet, the attached Commercial Terms and General Terms and Conditions, as well as all exhibits, schedules and properly executed written supplements hereto (collectively the "Agreement"), is made and entered into as of the Effective Date set forth below by and between NATIONWIDE ENERGY PARTNERS, LLC, a Delaware limited liability company ("Provider"), and the customer named below ("Customer").

<b>Customer:</b>	<b>Creekside II Acquisition, LLC</b>
<b>Entity Type:</b>	Limited Liability Company
<b>Federal Tax ID</b>	20-3785194
<b>State of Organization:</b>	Ohio
<b>Notices to Customer:</b>	Creekside II Acquisition, LLC c/o Crawford Hoying Attn: Brent Crawford 555 Metro Place North, Suite 600 Dublin, Ohio 43017 Tel No.: 614-335-2056 Fax No.: 614-850-9191
<b>Community Name (the "Community"):</b>	"Creekside II" The Community is a multi-family residential property owned and operated by Customer, containing 96 apartment units (each a "Unit" and collectively the "Units").
<b>Property Description (the "Property"):</b>	As described on Exhibit A.
<b>Included Commodities:</b>	The term "Commodity," as used herein, includes (check as applicable): <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Water
<b>Equipment Lease:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/a    Total Rental Due _____ (term)
<b>Monthly Cost Recovery Payments:</b>	\$0
<b>Area Lighting System:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A    Billed at \$ 0.00 per light
<b>Agreement Effective Date:</b>	
<b>Service Commencement Date:</b>	
<b>Length of Initial Term:</b>	240 months
<b>Special Terms and Conditions:</b>	Common Area Usage Allocated Monthly to Tenants

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

NATIONWIDE ENERGY PARTNERS, LLC,  
a Delaware limited liability company

Creekside II Acquisition, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

12.3.10

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**12/26/2017 4:17:54 PM**

**in**

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

Summary: Memorandum Contra Motion to Dismiss of Crawford Hoying, Ltd. and Crawford Communities, LLC electronically filed by Ms. Rebekah J. Glover on behalf of Ms. Cynthia Wingo