

**BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO**

Cynthia Wingo,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 16-2401-EL-CSS
	)	
Nationwide Energy Partners, LLC,	)	
	)	
Respondent.	)	

**NATIONWIDE ENERGY PARTNERS, LLC'S**  
**ANSWER TO SECOND AMENDED COMPLAINT**

For its Answer to the September 19, 2017 Second Amended Complaint filed by Cynthia Wingo ("Complainant"), Nationwide Energy Partners, LLC ("NEP") asserts the following answers and defenses.

**FIRST DEFENSE**

The four unnumbered lines of the Second Amended Complaint contain Complainant's characterization of the Second Amended Complaint to the Public Utilities Commission of Ohio ("Commission") to which no answer is required. To the extent the first four unnumbered lines of the Second Amended Complaint contain any allegations, NEP denies the allegations contained in the first four lines of the Second Amended Complaint.

**SECOND DEFENSE**

In response to the numbered paragraphs of Second Amended Complaint, NEP admits, denies or otherwise responds as follows:

1. For its answer to Paragraph 1 of the Second Amended Complaint and upon information and belief, NEP admits that Complainant previously rented and no longer rents an apartment in the Gateway Lakes apartment complex ("Gateway Lakes"), located in Grove City,

Ohio but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 1 of the Second Amended Complaint.

2. For its answer to Paragraph 2 of the Second Amended Complaint, NEP admits that it is a limited liability company organized under the laws of Delaware.

3. Upon information and belief, NEP admits that Gateway Lakes Acquisition LLC (GLA) is the owner of Gateway Lakes but is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 3 of the Second Amended Complaint.

4. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 4 of the Second Amended Complaint.

5. For its answer to Paragraph 5 of the Second Amended Complaint, NEP states that “Gateway Lakes Apartments” is the entity listed as the owner on the first page of the document attached as Exhibit A to Complainant’s Second Amended Complaint, denies that NEP conducts business under the name Gateway Lakes Apartments and is without sufficient knowledge to enable it to deny or admit the remaining allegations contained in Paragraph 5 of the Second Amended Complaint.

6. Paragraph 6 of the Second Amended Complaint contains no allegations and therefore no answer is required.

7. NEP denies the allegations contained in Paragraph 7 of the Second Amended Complaint and states that the Commission’s Finding and Order and Entry on Rehearing in Case No. 15-1594-AU-COI speak for themselves.

8. Paragraph 8 of the Second Amended Complaint contains no allegations and therefore no answer is required.

9. For its answer to Paragraph 9 of the Second Amended Complaint NEP incorporates by reference Paragraphs 1 through 8 of its Answer to the Second Amended Complaint as if fully restated herein.

10. For its answer to Paragraph 10 of the Second Amended Complaint, NEP states that AEP Ohio's electric service tariffs speak for themselves.

11. NEP denies the allegations contained in Paragraph 11 of the Second Amended Complaint.

12. For its answer to Paragraph 12 of the Second Amended Complaint, NEP states that it has entered into a contractual arrangement to provide certain services to the owner of Gateway Lakes and denies the remaining allegations contained in Paragraph 12 of the Second Amended Complaint.

13. For its answer to Paragraph 13 of the Second Amended Complaint, NEP states that it has a contractual arrangement with the owner of Gateway Lakes that contains terms regarding the provision of certain services, and denies the remaining allegations contained in Paragraph 13 of the Second Amended Complaint.

14. NEP denies the allegations in the first sentence of Paragraph 14 of the Second Amended Complaint and is without sufficient information to admit or deny the allegations contained in the second sentence of Paragraph 14.

15. For its answer to Paragraph 15 of the Second Amended Complaint, NEP admits that it has a contractual arrangement to provide certain services to the owner of Gateway Lakes, that it has contractual arrangements with other entities regarding NEP's services, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 15 of the Second Amended Complaint.

16. For its answer to the first sentence of Paragraph 16 of the Second Amended Complaint, NEP states that it has a contractual arrangement with the owner of Gateway Lakes for the provision of certain services at Gateway Lakes and that certain actions by NEP are taken on behalf of the owner of Gateway Lakes, denies the remaining allegations contained in the first sentence of Paragraph 16 of the Second Amended Complaint, and states that the second sentence of Paragraph 16 of the Second Amended Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in the second sentence of Paragraph 16 of the Second Amended Complaint.

17. For its answer to the first sentence of Paragraph 17 of the Second Amended Complaint, NEP states, that actions taken related to services provided to the owner of Gateway Lakes are pursuant to NEP's contractual arrangement with the owner of Gateway Lakes and denies the remaining allegations contained in Paragraph 17 of the Second Amended Complaint.

18. NEP denies the allegations contained in Paragraph 18 of the Second Amended Complaint.

19. NEP is without sufficient knowledge to enable it to admit or deny the allegations contained in Paragraph 19 of the Second Amended Complaint.

20. Paragraph 20 of the Second Amended Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 20 of the Second Amended Complaint.

21. For its answer to Paragraph 21 of the Second Amended Complaint, NEP states that pursuant to its contractual arrangement with the owner of Gateway Lakes, rates upon which bills sent to Complainant were based are intended to be similar to the rates charged for residential services, including all applicable riders and fees, that payment to NEP for its services

are governed by the underlying contractual arrangement, and denies the remaining allegations contained in Paragraph 21 of the Second Amended Complaint.

22. For its answer to Paragraph 22 of the Second Amended Complaint, NEP states that it has a contractual arrangement with the owner of Gateway Lakes for the provision of certain services at Gateway Lakes, and denies the remaining allegations contained in Paragraph 22 of the Second Amended Complaint.

23. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 23 of the Second Amended Complaint.

24. NEP denies the allegations contained in Paragraph 24 of the Second Amended Complaint.

25. For its answer to Paragraph 25 of the Second Amended Complaint, NEP states that, upon information and belief, consumers with issues involving AEP Ohio may call the Commission or file a formal complaint, and is without sufficient knowledge to enable it to either admit or deny the remaining allegations contained in Paragraph 25 of the Second Amended Complaint.

26. NEP denies the allegations contained in Paragraph 26 of the Second Amended Complaint.

27. For its answer to Paragraph 27 of the Second Amended Complaint, NEP admits that the bills it rendered to Complainant at Gateway Lakes included community charges, and denies the remaining allegations contained in Paragraph 27 of the Second Amended Complaint.

28. For its answer to Paragraph 28 of the Second Amended Complaint, NEP states, that actions taken related to services provided to the owner of Gateway Lakes are pursuant to

NEP's contractual arrangement with the owner of Gateway Lakes and denies the remaining allegations contained in Paragraph 28 of the Second Amended Complaint.

29. NEP denies the allegations contained in Paragraph 29 of the Second Amended Complaint.

30. For its answer to Paragraph 30 of the Second Amended Complaint, NEP states that bills to Complainant at Gateway Lakes did not include a "facility fee," and denies the remaining allegations contained in Paragraph 30 of the Second Amended Complaint.

31. For its answer to Paragraph 31 of the Second Amended Complaint, NEP states that pursuant to its contractual arrangement with the owner of Gateway Lakes, rates upon which bills sent to Complainant were based are intended to be similar to the rates charged for residential services, including all applicable riders and fees, that payment to NEP for its services are governed by the underlying contractual arrangement, and denies the remaining allegations contained in Paragraph 31 of the Second Amended Complaint.

32. For its answer to Paragraph 32 of the Second Amended Complaint, NEP admits that Nationwide Realty Investors is an affiliate of Nationwide Mutual Insurance Company and denies the remaining allegations contained in Paragraph 32 of the Second Amended Complaint.

33. For its answer to Paragraph 33 of the Second Amended Complaint, NEP admits that none of the charges for any of the services it provides to the Gateway Lakes owner are disclosed in monthly bills rendered to the Complainant, that NEP does not publish these rates on its website, and that its website is [nationwideenergypartners.com](http://nationwideenergypartners.com), and denies the remaining allegations contained in Paragraph 33 of the Second Amended Complaint.

34. NEP denies the allegations contained in Paragraph 34 of the Second Amended Complaint.

35. NEP denies the allegations contained in Paragraph 35 of the Second Amended Complaint.

36. NEP denies the allegations contained in Paragraph 36 of the Second Amended Complaint.

37. NEP denies the allegations contained in Paragraph 37 of the Second Amended Complaint.

38. Paragraph 38 of the Second Amended Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 38 of the Second Amended Complaint.

39. Paragraph 39 of the Second Amended Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 39 of the Second Amended Complaint.

40. Paragraph 40 of the Second Amended Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 40 of the Second Amended Complaint.

41. Paragraph 41 of the Second Amended Complaint calls for legal conclusions and therefore NEP denies the allegations contained in Paragraph 41 of the Second Amended Complaint.

42. For its answer to Paragraph 42 of the Second Amended Complaint, NEP admits that none of the fees charged by NEP for any of the services it provides to the Gateway Lakes owner have been reviewed or approved by the Commission, denies that any such fees are required to be reviewed or approved by the Commission and states that interpretation of

R.C. 4905.22, 4905.30, 4905.32 and 4909.18 are legal conclusions to which no answer is required.

43. For its answer to Paragraph 43 of the Second Amended Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide water service, denies that it is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

44. For its answer to Paragraph 44 of the Second Amended Complaint, NEP admits that it does not possess a certificate of public convenience and necessity to provide sewer service, denies that it is required to possess a certificate of public convenience and necessity and states that interpretation of R.C. 4933.25 is a legal conclusion to which no answer is required.

45. For its answer to Paragraph 45 of the Second Amended Complaint, NEP admits that it does not have a certified territory authorizing or requiring it to provide electric service, denies that it is required to have a certified territory and states the interpretation of R.C. 4933.83(A) is a legal conclusion to which no answer is required.

46. For its answer to Paragraph 46 of the Second Amended Complaint, NEP admits that it is not certified as a supplier of competitive retail electric service, denies that it is a supplier of competitive retail electric service, denies that it is required to be certified as a supplier of competitive retail electric service and states that interpretation of R.C. 4928.08(B) is a legal conclusion to which no answer is required.

47. For its answer to Paragraph 47 of the Second Amended Complaint, NEP states that it is not listed on the rolls of the Commission as a public utility and has not applied to the Commission for an exemption from regulation as a public utility, and that the remaining



allegations contained in Paragraph 47 call for a legal conclusion and therefore NEP denies the remaining allegations contained in Paragraph 47 of the Second Amended Complaint.

48. NEP incorporates by reference its denials and statements in response to prior allegations of the Complainant and further states that Paragraph 48 of the Second Amended Complaint calls for a legal conclusion and therefore NEP denies the allegations contained in Paragraph 48 of the Second Amended Complaint.

49. NEP denies the allegations contained in Paragraph 49 of the Second Amended Complaint.

50. NEP denies the allegations contained Paragraph 50 of the Second Amended Complaint.

51. NEP denies the allegations contained in Paragraph 51 of the Second Amended Complaint.

52. NEP denies the allegations contained Paragraph 52 of the Second Amended Complaint.

53. Upon information and belief, NEP states that Columbus Southern Power Company previously provided electric distribution service to individual apartments at Gateway Lakes and each apartment was separately metered, and is without sufficient information to admit or deny the remaining allegations contained in Paragraph 53 of the Second Amended Complaint.

54. NEP denies the allegations contained in Paragraph 54 of the Second Amended Complaint.

55. Upon information and belief, NEP states that in or around November 2011, Columbus Southern Power Company sold various transformers, conductors, and other electric infrastructure to Gateway Lakes Acquisition, LLC and Columbus Southern Power Company

installed a master meter at Gateway Lakes but is without sufficient information to admit or deny the remaining allegations contained in Paragraph 55 of the Second Amended Complaint.

56. For its answer to Paragraph 56 of the Second Amended Complaint, NEP admits that it signed an agreement titled “Master Meter Installation Agreement and Bill of Sale for Infrastructure at Gateway Lakes Franklin County Ohio” by and between Columbus Southern Power Company and Gateway Lakes Acquisition, LLC, as the authorized agent for Gateway Lakes Acquisition LLC.

57. For its answer to Paragraph 57 of the Second Amended Complaint, NEP states that pursuant to its contractual arrangement with the owner of Gateway Lakes it has issued bills for electric, water, and sewer charges to residents of Gateway Lakes, but denies the remaining allegations contained in Paragraph 57 of the Second Amended Complaint.

58. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 58 of the Second Amended Complaint and the document attached as Exhibit A to the Second Amended Complaint speaks for itself.

59. For its answer to Paragraph 59 of the Second Amended Complaint, NEP admits that it sent Complainant a bill in January 2014 in the amount of \$650 after receiving Complainant’s move-in information from Gateway Lakes.

60. NEP is without sufficient knowledge to enable it to either admit or deny the allegations contained in Paragraph 60 of the Second Amended Complaint.

61. Upon information and belief, NEP admits Complainant moved out of Gateway Lakes in June 2017, her final bill was in the amount of \$4,106.98, and denies the remaining allegations contained in Paragraph 61 of the Second Amended Complaint.

62. NEP denies the allegations contained in Paragraph 62 of the Second Amended Complaint and states that the document attached as Exhibit B to the Second Amended Complaint speaks for itself.

63. NEP admits that it turned off electric service to Complainant's Gateway Lakes apartment in accordance with its contractual arrangement with the owner of Gateway Lakes, and denies the remaining allegations contained in Paragraph 63 of the Second Amended Complaint.

64. For its answer to Paragraph 64 of the Second Amended Complaint, NEP restates Paragraphs 1 through 63 of this Answer as if fully restated herein.

65. For its answer to Paragraph 65 of the Second Amended Complaint, NEP states that bills provided to Complainant include line items for "distribution charge" and "transmission charge" and that NEP provides commercial metering, billing and collection services to the owner of Gateway Lakes, and denies the remaining allegations contained in Paragraph 65 of the Second Amended Complaint.

66. NEP denies the allegations contained in Paragraph 66 of the Second Amended Complaint.

67. For its answer to Paragraph 67 of the Second Amended Complaint, NEP states that the rates upon which bills sent to Complainant were based were not submitted to the Commission and denies the remaining allegations contained in Paragraph 67 of the Second Amended Complaint.

68. NEP denies the allegations contained in Paragraph 68 of the Second Amended Complaint.

69. For its answer to Paragraph 69 of the Second Amended Complaint, NEP restates Paragraphs 1 through 68 of this Answer as if fully restated herein.

70. For its answer to Paragraph 70 of the Second Amended Complaint, NEP states that its bills to Complainant include a line item for “generation charge,” but denies the remaining allegations contained in Paragraph 70 of the Second Amended Complaint.

71. Paragraph 71 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 71 of the Second Amended Complaint.

72. For its answer to Paragraph 72 of the Second Amended Complaint, NEP admits that in the nine years, NEP has neither applied for nor has the Commission approved, an application or certification for NEP to provide a component of competitive retail electric service.

73. NEP denies the allegations contained in Paragraph 73 of the Second Amended Complaint.

74. For its answer to Paragraph 74 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 73 of this Answer as if fully restated herein.

75. Paragraph 75 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 75 of the Second Amended Complaint.

76. For its answer to Paragraph 76 of the Second Amended Complaint, NEP admits that Gateway Lakes is located within the geographic boundaries of AEP Ohio’s certified territory.

77. NEP denies the allegations contained in Paragraph 77 of the Second Amended Complaint.

78. NEP denies the allegations contained in Paragraph 78 of the Second Amended Complaint.

79. For its answer to Paragraph 79 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 78 of this Answer as if fully restated herein.

80. NEP admits that its bills to Complainant contained a line item for “water charges,” and denies the remaining allegations contained in Paragraph 80 of the Second Amended Complaint.

81. Paragraph 81 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 81 of the Second Amended Complaint.

82. NEP denies the allegations contained in Paragraph 82 of the Second Amended Complaint.

83. NEP denies the allegations contained in Paragraph 83 of the Second Amended Complaint.

84. For its answer to Paragraph 84 of the Second Amended Complaint, NEP incorporates by reference its Paragraphs 1 through 83 of this Answer as if fully restated herein.

85. For its answer to Paragraph 85 of the Second Amended Complaint, NEP admits that its bills to Complainant included a line item for “sewer charge” and denies the remaining allegations contained in Paragraph 85 of the Second Amended Complaint.

86. For its answer to Paragraph 86 of the Second Amended Complaint, NEP states that Revised Code Section 4933.25 speaks for itself.

87. NEP denies the allegations contained in Paragraph 87 of the Second Amended Complaint.

88. NEP denies the allegations contained in Paragraph 88 of the Second Amended Complaint.

89. For its answer to Paragraph 89 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 88 of this Answer as if fully restated herein.

90. For its answer to Paragraph 90 of the Second Amended Complaint, NEP states that OAC Chapter 4901:1-21 speaks for itself.

91. Paragraph 91 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 91 of the Second Amended Complaint.

92. For its answer to Paragraph 92 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 91 of this Answer as if fully restated herein.

93. For its answer to Paragraph 93 of the Second Amended Complaint, NEP states that OAC Chapter 4901:1-10 speaks for itself.

94. Paragraph 94 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 94 of the Second Amended Complaint.

95. For its answer to Paragraph 95 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 94 of this Answer as if fully restated herein.

96. Paragraph 96 of the Second Amended Complaint calls for a legal conclusion to which no answer is required.

97. Paragraph 97 of the Second Amended Complaint calls for a legal conclusion to which no answer is required.

98. Paragraph 98 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 98 of the Second Amended Complaint.

99. For its answer to Paragraph 99 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 98 of this Answer as if fully restated herein.

100. For its answer to Paragraph 100 of the Second Amended Complaint, NEP states that Rule 4901:1-21-05(C) of the Ohio Administrative Code speaks for itself.

101. For its answer to Paragraph 101 of the Second Amended Complaint, NEP states that pursuant to its contractual arrangement with the owner of Gateway Lakes, rates upon which bills sent to Complainant are based are intended to be similar to the rates charged for residential service including all applicable riders and fees, and denies the remaining allegations contained in Paragraph 101 of the Second Amended Complaint.

102. NEP denies the allegations contained in Paragraph 102 of the Second Amended Complaint.

103. NEP denies the allegations contained in Paragraph 103 of the Second Amended Complaint.

104. NEP denies the allegations contained in Paragraph 104 of the Second Amended Complaint.

105. For its answer to Paragraph 105 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 104 of this Answer as if fully restated herein.

106. For its answer to Paragraph 106 of the Second Amended Complaint, NEP states that Revised Code Section 4905.20 speaks for itself.

107. Paragraph 107 of the Second Amended Complaint calls for a legal conclusion to which no answer is required and if an answer is deemed required, then NEP denies the allegations contained in Paragraph 107 of the Second Amended Complaint.

108. For its answer to Paragraph 108 of the Second Amended Complaint, NEP incorporates by reference Paragraphs 1 through 107 of this Answer as if fully restated herein.

109. NEP denies the allegations contained in Paragraph 109 of the Second Amended Complaint.

110. NEP denies the allegations contained in Paragraph 110 of the Second Amended Complaint.

111. NEP denies the allegations contained in Paragraph 111 of the Second Amended Complaint.

112. NEP denies the allegation contained Paragraph 112 of the Second Amended Complaint.

113. NEP denies the allegation contained in Paragraph 113 of the Second Amended Complaint.

114. NEP denies the allegation contained in Paragraph 114 of the Second Amended Complaint.

115. NEP denies the allegation contained in Paragraph 115 of the Second Amended Complaint.

116. NEP denies the allegations contained in Paragraph 116 of the Second Amended Complaint.

117. NEP denies the allegation contained in Paragraph 117 of the Second Amended Complaint.

118. NEP denies the allegations contained in Paragraph 118 of the Second Amended Complaint.



119. NEP denies the allegation contained in Paragraph 119 of the Second Amended Complaint.

120. NEP denies the allegation contained in Paragraph 120 of the Second Amended Complaint.

121. NEP denies the allegation contained in Paragraph 121 of the Second Amended Complaint.

122. In response to Complainant's Prayer for Relief, NEP denies that any relief requested is warranted and denies all allegations contained in the Prayer for Relief and all subparts.

123. NEP denies each and every allegation contained in the Second Amended Complaint not expressly admitted to be true herein.

### **THIRD DEFENSE**

124. Complainant's Second Amended Complaint fails to state a claim upon which relief may be granted.

### **FOURTH DEFENSE**

125. The Commission does not have subject matter jurisdiction over Complainant's Second Amended Complaint.

### **FIFTH DEFENSE**

126. The Commission does not have personal jurisdiction over NEP.

### **SIXTH DEFENSE**

127. Complainant lacks standing to bring the Second Amended Complaint.

### **SEVENTH DEFENSE**

128. Complainant's claims in the Second Amended Complaint are moot.

### **EIGHTH DEFENSE**

129. Complainant's claims in the Second Amended Complaint fail to state reasonable grounds for complaint.

### **NINTH DEFENSE**

130. NEP reserves the right to assert any and all affirmative defenses and other matters as this matter proceeds.

WHEREFORE, NEP respectfully requests that Complainant's Second Amended Complaint be dismissed against it.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record

Stephen M. Howard

Gretchen L. Petrucci

Vorys, Sater, Seymour and Pease LLP

52 E. Gay Street

P.O. Box 1008

Columbus, Ohio 43216-1008

614-464-5462

[mjsettineri@vorys.com](mailto:mjsettineri@vorys.com)

[smhoward@vorys.com](mailto:smhoward@vorys.com)

[glpetrucci@vorys.com](mailto:glpetrucci@vorys.com)

*Attorneys for Nationwide Energy Partners, LLC*

## **CERTIFICATE OF SERVICE**

The Public Utilities Commission of Ohio's e-filing system 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 courtesy copy of the foregoing document is also being served (via electronic mail) on the 29th day of September 2017 upon all persons listed below:

Mark A. Whitt  
[whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com)

Andrew J. Campbell  
[campbell@whitt-sturtevant.com](mailto:campbell@whitt-sturtevant.com)

Rebekah J. Glover  
[glover@whitt-sturtevant.com](mailto:glover@whitt-sturtevant.com)

Steven T. Nourse  
[stnourse@aep.com](mailto:stnourse@aep.com)

Shawn J. Organ  
[sjorgan@organcole.com](mailto:sjorgan@organcole.com)

Joshua M. Feasel  
[jmfeasel@organcole.com](mailto:jmfeasel@organcole.com)

Carrie M. Lymanstall  
[cmlymanstall@organcole.com](mailto:cmlymanstall@organcole.com)

Christen M. Blend  
[cblend@aep.com](mailto:cblend@aep.com)

/s/ Michael J. Settineri  
\_\_\_\_\_  
Michael J. Settineri

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**Case No(s). 16-2401-EL-CSS**

Summary: Answer to Second Amended Complaint electronically filed by Mr. Michael J. Settineri on behalf of Nationwide Energy Partners, LLC