

[REDACTED]

Publicly available documents suggest that PUCO applicant Sam Randazzo has opaque, undisclosed financial ties to FirstEnergy that should be fully examined and made public. The enclosed evidence demonstrates that Randazzo personally profits from a secret, for-profit entity funded by FirstEnergy Solutions. Randazzo is the entity's sole owner, and he utilizes it to purchase real estate and other assets for his personal use and financial gain [REDACTED]

Randazzo / FirstEnergy: Energy stakeholders in Ohio have long speculated about the reasons Randazzo is so close to FirstEnergy. As a lawyer and lobbyist for industrial customers who purchase large amounts of electricity, the relationship is technically adverse. Yet while Randazzo is known for his aggressive, litigious tactics toward other electric distribution utilities, the FirstEnergy relationship has always seemed sacrosanct.¹ FE and their supporters putting Randazzo forth for the PUCO seat therefore comes as no surprise.

Why is Randazzo so close to FirstEnergy?

Sustainability Funding Alliance of Ohio (SFAO): FirstEnergy Solutions bankruptcy filing may hold the answers. In the case, FES was forced to reveal its financial relationship with an entity called the "Sustainability Funding Alliance of Ohio, Inc.," ("SFAO"). Specifically, FES disclosed SFAO as among "other professionals" with which it does business.²

Research shows SFAO to be a for-profit corporation³ doing business with FES and with very little public interface and only traces of an online presence. The purpose of the for-profit corporation was to have FES pay Randazzo to attack FES's adversaries. Its defunct website hosted links to "pet projects" of Randazzo and FirstEnergy, including attacking Ohio's renewable energy portfolio standard and lambasting Randazzo's rival trade group the Ohio Manufacturers' Association as the "Ohio Misinformed Association." The website featured a picture of a wind farm.

More disturbingly, public records show Randazzo wholly owns and controls SFAO and holds personal residential, commercial, and industrial property in Central and Northeastern Ohio in the name of this secretive entity. Put bluntly, Randazzo appears to be funneling money from FirstEnergy Solutions through SFAO to buy real estate for himself.

County auditor records confirm SFAO owns the following properties in its name, but with a tax mailing address of Randazzo's former home at 1101 Broadview Avenue.⁴

¹ Caselaw research indicates Randazzo has sued other electric distribution utilities in the Ohio Supreme Court dozens of times in the last ten years, but none against FirstEnergy or its affiliates.

² See *In re: FirstEnergy Solutions Corp., et al, "Debtors Application to Employ and Retain Willkie, Farr, and Gallagher as Special Investigation Council..."* at 43.

³ Originally formed in 2009 as a non-profit, Randazzo converted it to a for-profit entity in March 2010. Per the Secretary of State articles of incorporation, its express purpose is to "receive and administer funds for cooperative purposes..." and "reduce the energy intensity of Ohio's economy..." (Emphasis added).

⁴ Per Franklin County Auditor's records, Randazzo sold the residence in April 2016 for \$835,000.

(The Columbus properties are adjacent to each other and in the Nationwide Children's Hospital district. The Cuyahoga Falls property is in Randazzo's hometown).

 327 Washington Avenue (residential). Acquired in June of 2014. Records indicate he recently sought to demolish the building, but was denied by the City of Columbus's Downtown Commission. In September of 2017, he then sought the city's permission for a Certificate of Appropriateness to construct a detached garage on the site.⁵

- 0 S. Washington Avenue (commercial): Acquired in January of 2013.
- 0 E. Noble Street (industrial): Acquired in January of 2013.
- 492 E. Mound Street (industrial): Acquired in January of 2013.
- 1840-1854 Front Street, Cuyahoga Falls (residential & commercial). Acquired in July of 2013.

In an equally disturbing connection to public policy, SFAO acquired the Washington Avenue property on the same day Governor Kasich signed the legislation freezing Ohio's renewable portfolio standard and two days before he signed the bill increasing Ohio's mandatory wind setback distances.

Utility Side Deals: Another motivation for FES's funding of SFAO may be "side deals." Long the subject of controversy, Randazzo and his client the Industrial Energy Users have negotiated side deals in which the utilities promise something to the interest group in exchange for rate case support. Most infamously, Randazzo and IEU became embroiled in a class action lawsuit over one such secret side deal in which plaintiffs alleged IEU members received secret discounts on energy in exchange for supporting Duke Energy's broad rate increases on other customers. See *Williams, BGR., Inc., Munafa Inc. Aikodo of Cincinnati v. Duke, S.D. Ohio (2013)*. Ultimately, after significant embarrassing discovery revealed the existence of the undisclosed rebates, Duke settled the case for \$80 million. The *Williams* case also revealed that in addition to the industrial rebates, Duke paid \$100,000 to the IEU trade group itself, describing the payment as "compensation for legal services," even though none were ever rendered. See 2013 WL 7137554 (Trial Pleading), p. 8., citing Duke attorney deposition.

Conclusion: It is difficult to tell from the public record alone whether these dots can be connected. But at a minimum, Randazzo should be asked to explain these odd financial transactions and to disclose the full extent of his relationship with SFAO and FirstEnergy. Energy stakeholders across Ohio deserve full transparency and the confidence that their regulators are not conflicted or otherwise compromised.

⁵ See City of Columbus Downtown Commission Agenda, Tuesday September 26, 2017 (p. 2). "Case 4., Applicant: Sustainable Funding Alliance of Ohio, Inc., Sam Randazzo."

January 28, 2019

Laurel Dawson, Chief of Staff
Ohio Governor Mike DeWine
77 S. High Street
Columbus OH 43215

Re: PUCO Application of Sam Randazzo

Dear Laurel,

We are sending this letter at the request of dozens of our clean energy and energy efficiency industry clients, to outline their direct experience with Sam Randazzo in the advanced energy space and recommend he not be appointed to the Public Utilities Commission of Ohio. For obvious reasons, many of them are reluctant to come forward publicly, but they would be willing to do phone calls or meetings if desired at your convenience.

Based on observing his approach over the last decade or more, they find Mr. Randazzo is uniquely unqualified to serve in this important regulatory role. They reach this conclusion based on his “attack dog” anti-clean energy advocacy, his long-standing ties to one particular interest group, and his hostility to existing state policy regarding renewables and energy efficiency (certainly rejecting the Governor’s “all of the above” policy). This becomes clear even in his communications to the Nominating Council regarding past nominees. (See attached).

Over the years, Randazzo has represented the Industrial Energy Users of Ohio (“IEU”) as well as an activist group dedicated to killing renewable energy projects. While he no doubt believes he has served those interests well, in both capacities his approach has been the antithesis of what is required of a fair and impartial regulator.

The PUCO has earned a reputation for being an independent, open-minded, and collaborative body as it seeks to balance competing interests. Mr. Randazzo’s record is the opposite: secretive, parochial, and actively resistant to healthy dialogue and discussion, let alone collaboration and compromise. It often seems Randazzo relishes the role of “attack dog” against clean energy and energy efficiency—mischaracterizing his opponents’ positions, impugning their motives, and never engaging diverse parties in meaningful discourse.

As stated, the Commission as well as the Power Siting Board is often called upon to balance competing interests—utilities and their customers, project developers and local communities, and those that emit pollution and the environment, for example. While the Commission’s decisions seldom please everyone, all stakeholders deserve confidence that the decision-makers, in a quasi-judicial role, respect all parties and bring a fair-mindedness and even temperament to the casework. In Mr. Randazzo’s case, the advanced energy industry lacks this confidence entirely.

His one-sided advocacy over the years includes:

- SB 58 (2013): Drafting, working directly with Senator Seitz (the bill sponsor), and lobbying on the first legislative attempt to undo Ohio's renewable energy and energy efficiency standard.
- SB 310 (2014): Providing direct input and lobbying SB 310 which froze Ohio's renewable energy and energy efficiency standards for two years
- HB 554 (2016): Drafting and lobbying the ultimately unsuccessful follow-up effort to make the freeze permanent.
- HB 114 (2017): The follow-up (also unsuccessful) Seitz-led effort to repeal and ultimately freeze Ohio's renewable energy and energy efficiency standards.
- OPSB Rules (2018): Leading an anti-renewable energy effort before the Ohio Power Siting Board to make the siting of wind energy projects all but impossible.
- Ohio Supreme Court (2019): Suing OPSB over clean energy siting rules, which Mr. Randazzo and his clients found insufficiently detrimental to wind projects.

Even a casual observer will note this advocacy is all one-sided, and in the nature of a crusade against clean energy and energy efficiency. Throughout all of his efforts, never once did the industry detect an openness to sit across the table and discuss the issues, let alone find common ground. The idea that Randazzo would now step into the role of regulator is therefore alarming.

Mr. Randazzo's work for IEU is well-known; his name has become synonymous with this one discrete class of high volume energy consumers. And yet, when Mr. Randazzo himself served on your Nominating Council, he urged rejection of a candidate for "past and current ties to Columbia Gas of Ohio." He acknowledged close identification with one particular interest disqualifies one from serving as an impartial regulator-- to say nothing of the myriad recusal issues that will arise.

Mr. Randazzo has spent years trying to destroy or water down existing state law regarding clean energy technologies like solar, solar thermal, wind, biomass, fuel cells, and hydro—in addition to trying to kill individual projects. To now put him in a position to interpret and enforce these very same state laws he so vehemently fights is simply not appropriate. In addition, it would fly in the face of Governor DeWine's often stated support for an "all of the above" energy policy for the State of Ohio.

Just as an anti-fracking activist, an anti-coal lobbyist, or the face of a group dedicated to abolishing nuclear reactors would never be nominated, our advanced energy clients suggest Mr. Randazzo's approach to his advocacy over many years, his ties to a single interest group, and his ongoing crusade against clean energy and energy efficiency is similarly disqualifying.

Thank you for your consideration.

Sincerely,


Terrence O'Donnell


Dayna Baird Payne

Kasych, Shawn

From: Sam Randazzo <sam@mwncmh.com>
Sent: Tuesday, June 14, 2016 10:58 AM
To: Lehman, Ryan; Kasych, Shawn
Subject: PUCO Nominating Council - Guidance Requested by the Close of Business on June 15, 2016
Importance: High

Good morning Shawn and Ryan:

The purpose of this message is to share my thoughts regarding which of the PUCO Commissioner applicants might be placed on the list of-four sent to the Governor for his consideration.

The following individuals have been selected for an interview by the Nominating Council. Each interview lasts about 15 minutes and my experience suggests that the interview process will produce no new information. In other words, the information provided in each applicant's application is the information that is and will be available to evaluate each applicant.

1. **J. Edward Hess (R)**
2. Dave Hall
3. **Howard M. Petricoff (D)**
4. **Sam E. Gerhardstein (R)**
5. **Lawrence Friedeman (D)**
6. James Teitt
7. **Andrew Thomas (D)**
8. Mark Ward
9. **Gregory Williams (R)**

As you may recall, I recommended that seven of the applicants be selected for interview. Six of the seven people I recommended, were selected for interview plus three additional people I did not recommend be interviewed. I have used **bold font** to highlight the people on the interview list who I recommended for interview on Thursday of this week (numbers 1, 3, 4, 5, 7 and 9).

Following my initial recommendation regarding the applicants who should be interviewed, I do not recommend that Dave Hall, James Teitt or Mark Ward be selected for inclusion on the list-of-four that will be sent to the Governor.

It is my understanding that should Howard Petricoff be placed on the list-of-four and appointed by the Governor, he may not be confirmed by the Senate. I think this outcome would be unfortunate as it may reflect on Mr. Petricoff and also on the Governor. For this reason and others, I do not recommend that Mr. Petricoff be placed on the list-of-four.

Mr. Gerhardstein is most closely tied to Columbia Gas of Ohio, a utility regulated by the PUCO (he is also married to a member of the House). Based on Mr. Gerhardstein's past and current ties to Columbia Gas of Ohio and the current needs of the Commission, I do not think he should be placed on the list-of-four. Mr. Friedeman also has an employment history that includes work for a PUCO-regulated utility and he is also currently employed by IGS Energy. However, his employment background is more diverse than Mr. Gerhardstein and Mr. Friedeman is also a D at a time when there is no current PUCO Commissioner who is a D.

Based on the above recommended exclusions and the current needs of the Commission, I recommend that Mr. Hess, Mr. Friedeman, Mr. Thomas and Mr. Williams be placed on the list-of-four sent to the Governor.

As always, I happy to discuss my recommendation as you see fit and respond to any questions.

I am sending a specific recommendation regarding the list-of-four for the Speaker's consideration and guidance. Based on the current schedule, it would be helpful if I could get the Speaker's guidance by the **close of business tomorrow (June 15, 2016)**.

Best regards,

Sam

Sam Randazzo
McNees Wallace & Nurick LLC
(founded 1935)

21 E. State Street, 17th Floor, Columbus, Ohio 43215
(614) 719-2840 (office), (614) 469-4653 (fax) (614) 395-4268 (cell) sam@mwncmh.com (e-mail)

** This message has been scanned by a BARRACUDA SPAM & VIRUS FIREWALL and verified virus free
**

Kasych, Shawn

From: Sam Randazzo <sam@mwncmh.com>
Sent: Thursday, June 16, 2016 2:05 PM
To: Kasych, Shawn; Lehman, Ryan
Subject: PUCO Nominating Council makes recommendations to Gov. Kasich

Good afternoon – below is the PUCO's release identifying the four names that have been sent to the Governor by the Nominating Council process that we just completed. The names are listed in the order of the number of votes each individual obtained with Sam G getting the most votes by a significant margin.

I now take the liberty to state I remain confused by the obvious effort that has been put forward by the Governor's office to promote Nominating Council support for Howard Pettricoff who will not be able to function as a commissioner for the foreseeable future. While this problem was not identified in his application and in response to questions, Howard indicated that he would have to recuse himself from many cases now before the Commission because of his active involvement in the cases and the knowledge he has obtained outside the evidentiary record of those cases. Also, while he has retired from his law firm, he still has other ties to that law firm that continues to be active in PUCO cases and these ties will need to be severed if he is appointed by the Governor. During the questioning, the Senate President's representative asked Howard (who has represented wind farms, Facebook and Amazon) if the Ohio Power Siting Board (OPSB) was complying with the law as it relates to setback requirements. The question was asked after the indicating that the Senate President – someone who was involved in writing the law – believed that the OPSB was not complying with the law. After several unsuccessful attempts to avoid answering the question, Howard said that he thought the OPSB was following the law. 

In my opinion, the OPSB has not followed and is not following the law and has been slow walking responses to any effort by the General Assembly to hold the OPSB, a division of the PUCO, accountable for not following the law. For about eight years, the OPSB has neglected to promulgate regulations regarding noise, shadow flicker, setbacks, ice through and several other topics that the General Assembly directed the OPSB to promulgate to guide the siting of wind farms in Ohio. In one of the OPSB's most recent decisions, the OPSB resorted to rewriting the clear language in the law to evade the required application of the current minimum setback requirements to wind farms that seek an amendment to a certificate. 

Howard received a yes vote from 7 of the 12 Nominating Council members; 7 out of 12 is an indication of problems in the case where the Governor applied a lot of pressure to members of the Nominating Council.

Thank you for making my job easy. Please let me know if you have any questions.

Sam Randazzo
McNees Wallace & Nurick LLC
(founded 1935)
21 E. State Street, 17th Floor, Columbus, Ohio 43215
(614) 719-2840 (office), (614) 469-4653 (fax) (614) 395-4268 (cell) sam@mwncmh.com (e-mail)

Anthony Williams et al v. Duke

THIS is a history I prepared

Energy International, et al, Civil Action

IN April 2008 to help GM

1:08-cv-00046 - U.S. District Ct., So. Dist. Ohio

and Marathon manage only

public

relations

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what

happened

at the

PUCO.

CLASS ACTION

In 1999 Ohio enacted electric restructuring legislation that established a "market development period" ("MDP") commencing 1-1-01 and ending no later than 12-31-05. During the MDP, electric rates were capped for commercial and industrial customers and reduced for residential customers. The legislation provided that a utility could end its MDP earlier than 12-31-05 if certain conditions were met.

Many larger customers (including Marathon and GM -f their names get out) are active members of a state group in Ohio known as the Industrial Energy Users-Ohio (IEU-Ohio). IEU-Ohio currently has more than 50 commercial and industrial members who work together to address issues that affect the price and availability of energy at their Ohio operations. Through IEU-Ohio, GM and Marathon have participated in the Ohio legislative and regulatory process by which these issues are resolved.

Cincinnati Gas & Electric (now Duke Energy Ohio or "DEO") is one of the investor owned utilities subject to the regulatory jurisdiction of the Public Utilities Commission of Ohio ("PUCO").

The Office of Consumers' Counsel is the statutory residential advocate in Ohio and participates in most PUCO proceedings involving gas and electric utilities.

In 2000, the PUCO approved a plan for DEO that permitted DEO to accelerate the end of the MDP for its commercial and industrial customers so that the MDP and the rate caps might end 12-31-04.

After the implementation of Ohio's restructuring legislation, it became clear that the actual development of the electric market was occurring much slower than anticipated by the legislation and that actual results were much different than the expected results. To address this mismatch, the PUCO urged electric utilities to file rate stabilizations plans or RSPs to establish stable prices for generation supply service for a period of years commencing after the end of the MDP (once the rate caps ended). The PUCO held that it did not have the authority to impose a rate stabilization plan on electric utilities.

In response to the PUCO's request, all but one of Ohio electric utilities filed a proposed rate stabilization plan for consideration by the PUCO and threatened to "go to market" if the PUCO did not approve the plan proposed by the utility. Given the PUCO's finding that it lacked authority to impose a rate stabilization plan on a utility, customers, including those participating through IEU-Ohio, worked in a damage control mode to address the rate shock risks that have created chaos in Pennsylvania, Maryland, Illinois and other states that adopted restructuring legislation.

Once the PUCO held that it did not have authority to require a utility to adopt a rate stabilization plan, IEU-Ohio also worked to secure legislative changes that would provide the PUCO with incremental authority to establish reasonable rate stabilization plans even where the utility objected. The legislative effort was mainly initiated in response to the one Ohio utility (Monongahela Power or Mon Power) that refused to file

a rate stabilization plan. Mon Power went to federal court to block the PUCO's efforts to address rate shock risks claiming that the PUCO was preempted from such action by federal law since Mon Power had divested its generating plants. The legislative effort did not result in the passage of legislation but did provide some incremental leverage to customer-advocates including IEU-Ohio to address the risk of rate shock.

Many contested multi-party proceedings before the PUCO produce outcomes that are the result of stipulations and recommendations submitted and supported by multiple parties representing diverse interests. A stipulation and recommendation is entitled to careful consideration by the PUCO and the PUCO examines the stipulation and recommendation to determine if: (1) it was negotiated in good faith by knowledgeable parties; (2) it is supported by the evidence; (3) it does not violate any important regulatory principle.

For decades at the PUCO and other utility regulatory agencies, it has often been the case that individual utility/party agreements are entered into to address party-specific issues separate and apart from any stipulation and recommendation having generic applicability. These utility/party agreements often obligate the party to support or not oppose a generic stipulation and recommendation. These utility/party agreements are sometimes referred to as "side agreements". Historically, OCC sought and obtained "side agreements".

On occasion, a party opposing a stipulation and recommendation presented to the PUCO has sought to obtain knowledge regarding the existence of side agreements through discovery. Until very recently, the PUCO has blocked efforts to obtain access to such side agreements based on its holding that the existence of such agreements is irrelevant to the PUCO's evaluation of a stipulation and recommendation.

In the RSP proceeding involving DEO, a stipulation and recommendation was filed with the PUCO and supported by numerous parties. Because IEU-Ohio's members had little load served by DEO, IEU-Ohio's support of the stipulation and recommendation came with the following caveat:

Trade Association

"The support of the Industrial Energy Users-Ohio (IEU-Ohio) as a signatory to this Stipulation, does not affect, and is not binding upon, its position in any other case. IEU-Ohio's support is, practically speaking, guided by the relatively small size of the individual member accounts affected by the settlement and shall not be construed or applied to indicate IEU-Ohio's views on settlement packages or litigation positions in other cases involving larger and more energy intensive manufacturing operations."

*As said already -
the IEU members
in this case
were small
business
accounts.
Another business
group also had
a side deal
that was
much more
significant.*

Once the stipulation was filed, OCC sought, through discovery, to determine the existence of any side agreements. OCC opposed the stipulation and recommendation containing a rate stabilization plan because OCC wanted the PUCO to set post-MDP generation supply prices through an auction process (the same process that has

produced rate shock in other states) and to direct DEO to divest itself of generation (thus leaving the PUCO with even fewer options to address rate shock risks – the Mon Power problem). The PUCO held as it had consistently ruled in the past (with approval by the Ohio Supreme Court) and said that such discovery was inappropriate.

Ultimately, the PUCO did not adopt the stipulation and recommendation because it found that the stipulation and recommendation did not meet certain objectives established by the PUCO. In response, DEO submitted a new RSP which the PUCO subsequently approved with some additional modifications. The RSP approved by the PUCO for DEO was not produced *via* a stipulation and recommendation.

Appeals of decisions by the PUCO go directly to the Ohio Supreme Court.

When the PUCO refused OCC's request to use an auction to set post-MDP generation prices and to require DEO to divest generation assets, OCC appealed the PUCO decision to the Ohio Supreme Court.

In the appeal, the OCC contested the PUCO's refusal to permit OCC to engage in discovery to determine the existence of side agreements for the purpose of determining if the stipulation was negotiated in good faith by knowledgeable parties. While the Ohio Supreme Court rejected the main contentions of OCC (auction and divestiture), the Court did rule that OCC should have been able to learn the existence of side agreements for purposes of testing whether the stipulation was negotiated in good faith by knowledgeable parties. The Court also said that it was not suggesting that any such side agreements would be admissible evidence and left this question to the PUCO. The Court remanded the appeal to the PUCO to fix the defects the Court found in the PUCO's approval of an RSP for DEO.

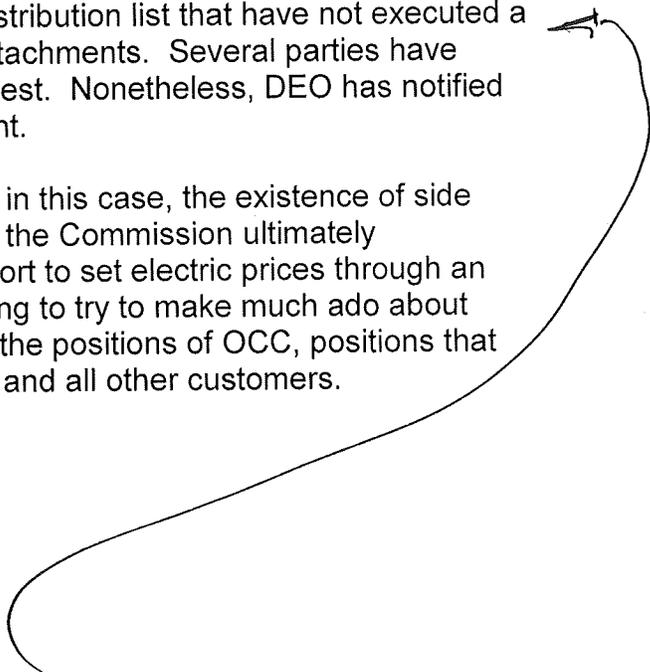
The remand proceeding before the PUCO has been pending for several months. To comply with the Court's order, the PUCO has permitted OCC to discover the existence of side agreements even though there is no stipulation and recommendation involved in the proceeding at this point. OCC obtained knowledge about the side agreements after executing protective agreements to guard against the public disclosure of confidential and sensitive information including customer names and account numbers which are not, per PUCO rules, to be disclosed publicly absent the customer's consent.

On February 23, 2007, OCC notified DEO that OCC intended to use the protected materials including the side agreements in the PUCO proceeding in ways not permitted by the protective agreements. This notice triggered a process by which DEO could object to OCC's proposed deviation from the protective agreement and DEO has filed a motion to secure an order from the PUCO blocking OCC's proposed deviation. IEU-Ohio has filed a letter with the PUCO urging the PUCO to block OCC's proposed deviation. Other parties are also supporting DEO's position.

On March 5, 2007, OCC responded *via* e-mail to certain discovery requests made by DEO. In the course of communicating its response, OCC attached the side agreements

of Marathon and GM and OCC's distribution list included parties that have not entered into protective agreements. When OCC realized that it may have improperly distributed protected materials, it asked all parties on the distribution list that have not executed a protective agreement to delete the e-mail and attachments. Several parties have replied that they have complied with OCC's request. Nonetheless, DEO has notified OCC that OCC violated the Protective Agreement.

Because the PUCO rejected the settlement filed in this case, the existence of side agreements has nothing to do with the RSP that the Commission ultimately adopted. Since OCC was unsuccessful in its effort to set electric prices through an auction process, it is using the remand proceeding to try to make much ado about nothing. We believe the PUCO will again reject the positions of OCC, positions that seem to work against the interests of residential and all other customers.



because of OCC's actions,
the side agreements were
known to all the parties in
the case as well as the
PUCO.

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NEWS PROVIDED BY

Markovits, Stock & DeMarco, LLC and Freking Myers & Reul, LLC →

Dec 15, 2015, 09:00 ET

CINCINNATI, Dec. 15, 2015 /PRNewswire/ -- The following statement is being issued by **Markovits, Stock & DeMarco, LLC and Freking Myers & Reul, LLC.**

To: All ratepayers who received retail electric generation service from Duke Energy Corp. and/or Cinergy Corp. or their subsidiaries or affiliates at any time between January 1, 2005, and December 31, 2008, in the CG&E/Duke Energy Ohio electric service territory and who did not receive rebates under the side agreements.

DESCRIPTION OF THE LAWSUIT

This notice is being provided by order of the United States District Court for the Southern District of Ohio, Eastern Division ("the Court") in *Anthony Williams, et al. v. Duke Energy International, Inc., et al.*, Case No. 1:08-cv-00046. You may be a member of the class described herein. Plaintiffs allege that from 2005 to 2008 defendants unlawfully paid rebates through an affiliate to 24 large industrial or commercial customers under separate side agreements. Plaintiffs allege violation of federal racketeering and antitrust laws, as well as state racketeering and common law claims. Defendants deny these allegations, and maintain that they did not engage in any wrongdoing.

A settlement has been reached in this case with a total value of \$80,875,000. Residential ratepayers will receive fixed payment amounts for each qualifying day they paid a tariffed rate during the class period, from a settlement fund not to exceed \$25,000,000. The minimum payout for an eligible residential ratepayer who qualifies for the entire Class Period will be a

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up to a maximum of approximately \$1,000. Ratepayers who qualify for lesser time periods will receive lesser total payouts so long as they are \$10.00 and above. Also, class members may receive direct benefits from programs developed using a minimum of \$8,000,000 of settlement monies.

The Court will hold a hearing, where you may appear and object after submitting adequate documentation to do so, to consider approving the settlement at 10:00 a.m. on April 18, 2016, at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Cincinnati, Ohio 45202. If you do nothing, all the Court's orders in this Action will apply to you. Plaintiffs' attorneys will request approval of fees, expenses and class representative incentive awards at the hearing. A copy of the case documents can be obtained by visiting the office of the Clerk of the Court for the Southern District of Ohio, Joseph P. Kinneary, U.S. Courthouse, Room 121, 85 Marconi Boulevard, Columbus, Ohio 43215. For information you may also go to www.dukeclassaction.com.

HOW CAN I PARTICIPATE?

1. I was a Residential Ratepayer. To receive the fixed amount payment you must, by April 13, 2016, (i) complete a claim form online at www.dukeclassaction.com, or (ii) return the completed and signed paper claim form, if one has been mailed to you. If you wish to request a paper claim form be mailed to you, please visit www.dukeclassaction.com.
2. I was a Non-Residential Ratepayer. To receive the fixed amount payment, and an additional payment if the applicable usage threshold is exceeded, you must, by April 13, 2016, (i) complete a claim form online at www.dukeclassaction.com, or (ii) return the completed and signed paper claim form, if one has been mailed to you. If you wish to request a paper claim form be mailed to you, please visit www.dukeclassaction.com.

If you do not timely submit a complete and accurate claim form, you will receive no benefits under the settlement but will still be bound by the settlement and release of claims.

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may write to the Settlement Administrator at: Williams v. Duke Energy, P.O. Box 10092, Dublin, OH, 43017-6692.

Source: Markovits, Stock & DeMarco, LLC and Freking Myers & Reul, LLC, Cincinnati, OH

SOURCE Markovits, Stock & DeMarco, LLC and Freking Myers & Reul, LLC

Related Links

<http://www.dukeclassaction.com>

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1. First Energy Solutions Bankruptcy Filing (p. 44)
2. SFAO Articles of Incorporation (For-Profit) and Website
3. SFAO Residential, Commercial, Industrial Real Estate Holdings (Randazzo Home Address on tax documents)
 - 327 Washington Avenue, Columbus, OH
 - 0 S. Washington Avenue, Columbus, OH
 - 0 E. Noble Avenue, Columbus, OH
 - 492 E. Mound Street, Columbus, OH
 - 1840-1854 Front Street, Cuyahoga Falls (Environmental Covenant with Ohio EPA)
4. Cincinnati Enquirer Article re: IEU Side Deal/ \$80 million Duke settlement
5. IEU – Duke Side Deal: Second Amended Class Action Complaint in Williams case

Debtors, effective nunc pro tunc to the Petition Date (as defined herein). In support of this Application, the Debtors rely upon and incorporate by reference the Declaration of Matthew A. Feldman (the "**Feldman Declaration**"), which is attached hereto as Exhibit A, and the Declaration of Rick C. Giannantonio (the "**Giannantonio Declaration**"), which is attached hereto as Exhibit B. In further support of this Application, the Debtors respectfully represent:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Northern District of Ohio (the "**Court**") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
2. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief requested herein are sections 327(e), 328(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rule 2016-1. This Application is filed in accordance with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "**UST Guidelines**").

BACKGROUND

4. On March 31, 2018 (the "**Petition Date**"), each of the Debtors filed a voluntary petition with the Court under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their property as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors have requested joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). The Court has not appointed a trustee and the Office of the United States Trustee for the Northern District of Ohio (the "**US Trustee**") has not yet formed any official committees in these chapter 11 cases.

5. Debtor FirstEnergy Solutions Corp. ("**FES**"), an Ohio corporation, is the parent company for Debtors FE Aircraft Leasing Corp. ("**FEALC**"), an Ohio corporation, FirstEnergy Generation, LLC ("**FG**"), an Ohio limited liability company, and FirstEnergy Nuclear Generation, LLC ("**NG**"), an Ohio limited liability company. Debtor FG is the parent company for Debtors FirstEnergy Generation Mansfield Unit 1 Corp. ("**FGMUC**"), an Ohio corporation, and Norton Energy Storage L.L.C. ("**NES**"), a Delaware limited liability company.² Debtor FirstEnergy Nuclear Operating Company ("**FENOC**"), an Ohio corporation, is an affiliate of FES. Non-Debtor FirstEnergy Corp. ("**FE Corp.**"), an Ohio corporation, is the parent company of FES and FENOC and the ultimate parent company for each of the Debtors in these chapter 11 cases and certain of FE Corp.'s non-Debtor affiliates (collectively, "**FirstEnergy**" or "**FirstEnergy Group**").

6. The facts and circumstances supporting this Application, along with a detailed discussion of the Debtors' business operation and capital structure, are set forth in the *Declaration of Donald R. Schneider, in Support of Chapter 11 Petitions and First Day Motions* (the "**First Day Declaration**").

7. By this Application, the Debtors seek entry of an order, pursuant to sections 327(e), 328(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rule 2016-1, authorizing the employment and retention of Willkie Farr as special investigation counsel to the independent directors of FES (the "**Independent Directors**") and conflicts counsel to the Debtors effective nunc pro tunc to the Petition Date. For the reasons set forth below, the Debtors submit that the relief requested herein is in the best interest of the Debtors, their estates, creditors and other parties in interest, and therefore, should be granted.

² FG also owns a 99% limited partnership interest in Nautica Phase 2 Limited Partnership, which has \$10

A. **Services To Be Provided**

8. By this Application, the Debtors seek entry of an order authorizing the retention and employment of Willkie Farr as special investigation counsel to the Independent Directors and also to provide legal services as are necessary and requested by the Debtors in relation to Willkie Farr's role as conflicts counsel, pursuant to section 327(e) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

9. On or about February 28, 2017, Willkie Farr was retained pursuant to the terms of an engagement letter (the "**Engagement Letter**"), attached hereto as Exhibit D, by the Independent Directors and the Debtors to provide assistance and counsel to the Independent Directors in connection with an evaluation and investigation of certain intercompany transactions (the "**Investigation**"). Willkie Farr was also retained to serve as conflicts counsel for the Debtors to handle all matters that the Debtors' lead counsel is not otherwise able to handle due to conflicts. The Debtors desire to retain Willkie Farr to continue to provide such legal services as are necessary and requested by the Independent Directors relating to the Investigation and also to provide legal services as are necessary and requested by the Independent Directors and the Debtors in relation to Willkie Farr's role as conflicts counsel.

10. Willkie Farr's retention as conflicts counsel was necessary because the Debtors' lead counsel, Akin Gump Strauss Hauer & Feld LLP ("**Akin Gump**") formerly represented FE Corp. and certain of its subsidiaries, and therefore cannot be adverse to FE Corp. on matters relating to the Investigation. Accordingly, the Debtors sought to retain Willkie Farr as conflicts counsel to represent the Debtors to the extent that Akin Gump is unable to represent the Debtors, including, if necessary, to initiate litigation on behalf of the Debtors.

million in outstanding debt.

11. Concurrently with Willkie Farr's retention by the Independent Directors in February 2017, FES created an "Intercompany Investigation Committee" that is comprised of the Independent Directors. The Intercompany Investigation Committee was tasked with conducting the Investigation into the historical intercompany relationships and transactions between (i) the Debtors and (ii) FE Corp. and its other subsidiaries, in order to determine whether the Debtors have any potential claims against FE Corp. and its subsidiaries.

12. Prepetition, Willkie Farr provided various legal services that materially advanced the Investigation, including, without limitation, (i) reviewing over 25,000 documents provided by FE Corp. or the Debtors, (ii) conducting interviews of over a dozen employees of the Debtors, FE Corp., or their respective subsidiaries, (iii) analyzing potential claims held by the Debtors against FE Corp. and its subsidiaries, (iv) reporting regularly to the Independent Directors and the full board of directors of FES as to the status of the Investigation, and (v) holding meetings and exchanging various correspondence with advisors to creditors of the Debtors as to the status of the Investigation.

13. The Debtors and Independent Directors have selected Willkie Farr because Willkie Farr's attorneys have extensive experience and knowledge in, among other things, litigation, corporate, investigations, and restructurings. Further, as described above, Willkie Farr performed significant work on the Investigation prior to the commencement of these cases, and therefore has already obtained extensive knowledge with respect to the Debtors and the matters subject to the Investigation.

B. Compensation

14. Subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Local Rules and other procedures

that may be fixed by the Court, the Debtors request that Willkie Farr be compensated on an hourly basis and that Willkie Farr receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Debtors in these cases. Further, Willkie Farr intends to apply for compensation for professional services rendered in connection with these chapter 11 cases, subject to this Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Rules and any other applicable orders issued by this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by Willkie Farr in connection with these cases. In accordance with the terms of the Engagement Letter, the Debtors have agreed to compensate Willkie Farr for the work performed for the Independent Directors.

15. Willkie Farr informed the Debtors that, subject to this Court's approval, it will bill at its standard hourly rates, which currently are: \$1,025 to \$1,500 for partners and senior counsel; \$350 to \$1,015 for associates, other attorneys and law clerks; and \$240 to \$395 for paralegals.

16. The Debtors believe these rates are consistent with market rates for comparable services, and have been informed that Willkie Farr sets its hourly rates on an annual basis. These hourly rates are subject to periodic adjustments (typically on October 1st of each year) to reflect economic and other conditions. Willkie Farr will provide ten (10) business days' notice of any rate increases to the Independent Directors, the Debtors, the US Trustee and any official committee appointed in these cases.

17. Willkie Farr will maintain detailed records of actual and necessary costs and expenses incurred in connection with the legal services it provides to the Independent Directors and the Debtors. The Debtors understand that Willkie Farr is customarily reimbursed for all

expenses incurred in connection with the representation of a client in a given matter, including, but not limited to, photocopying services, printing, delivery charges, filing fees, postage, “working” meals and computer research.

18. As set forth in the Feldman Declaration, prior to the Petition Date, Willkie Farr received certain payments from the Debtors as compensation for professional services to be performed relating to the Investigation, and for the reimbursement of reasonable and necessary expenses. Willkie Farr has applied these payments to fees and expenses incurred prior to the Petition Date. Any amounts that still remain will be held on account and applied, to the extent allowed by the Court, to the payment of fees for services rendered and the reimbursement of expenses incurred by Willkie Farr in the course of these chapter 11 cases.

BASIS FOR RELIEF REQUESTED

19. The Debtors submit that the retention of Willkie Farr under the terms described herein is appropriate under sections 327(e), 328(a) and 1107 of the Bankruptcy Code. Section 327(e) of the Bankruptcy Code provides, in relevant part, as follows:

The Trustee, with the court’s approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

20. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer [or] on an hourly basis . . .” 11 U.S.C. § 328(a). Section 328(a) of the Bankruptcy Code permits compensation of professionals on flexible terms that reflect the nature, extent, and value

of their services and market conditions. See In re Fashion Shop of Kentucky, Inc., 350 F. App'x 24, 27 (6th Cir. 2009).

21. Furthermore, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed R. Bankr. P. 2014.

22. Section 327(e) of the Bankruptcy Code authorizes the retention of counsel who previously represented a debtor prepetition provided that: (a) the appointment is in the best interest of the debtor's estate; (b) counsel does not hold an interest adverse to the estate with respect to the matter for which counsel is to be employed; and (c) the specified special purpose for which counsel is being retained does not rise to the level of conducting the bankruptcy case for the debtor in possession. See In re DeVlieg, Inc., 174 B.R. 497 (N.D. Ill. 1994); In re AroChem Corp., 176 F.3d 610, 622 (2d Cir. 1999) (noting that "where the interest of the special counsel and interest of the estate are identical *with respect to the matter for which special counsel is retained*, there is no conflict and the representation can stand") (emphasis added). The Debtors submit that each of these requirements is satisfied with respect to Willkie Farr, and therefore, that the Application should be approved pursuant to section 327(e) of the Bankruptcy Code.

23. Further, section 1107(b) provides that “a [firm] is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such [firm’s] employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

24. The Debtors submit that for all the reasons stated above and in the Feldman Declaration, the retention and employment of Willkie Farr as both counsel to the Independent Directors and as conflicts counsel to the Debtors is necessary and in the best interests of the Debtors and their estates.

NOTICE

25. No trustee, examiner or official committee has been appointed in the Debtors’ chapter 11 cases. Notice of this Application has been served on the following parties and/or their counsel, if known, via facsimile, overnight delivery, e-mail, and/or hand delivery: (a) the Office of the US Trustee for the Northern District of Ohio; (b) the entities listed on the Consolidated List of Creditors Holding the 50 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (c) counsel to the Bank of New York Mellon Trust Company, N.A., in its capacity as indenture trustee under various indenture agreements; (d) counsel to UMB Bank, National Association, in its capacity as indenture trustee, paying agent, and collateral trustee under various indenture agreements, including, without limitation, certain pollution control revenue bond indentures and certain first mortgage bond indentures, and trust agreements; (e) counsel to Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee and pass through trustee under various indenture agreements and trust agreements in connection with the Bruce Mansfield Unit 1 sale-leaseback; (f) counsel to the Ad Hoc Group of Holders of the 6.85% Pass Through Certificates due 2034; (g) counsel to the ad hoc group of certain holders of (i) pollution

control revenue bonds supported by notes issued by FG and NG and (ii) certain unsecured notes issued by FES (collectively, the “Ad Hoc Noteholder Group”); (h) counsel to FirstEnergy Corp.; (i) counsel to MetLife Capital, Limited Partnership; (j) the District Director of the Internal Revenue Service; (k) the Securities and Exchange Commission; (l) the Office of the United States Attorney for the Northern District of Ohio; (m) the United States Environmental Protection Agency; (n) the Nuclear Regulatory Commission; (o) the United States Department of Energy; (p) the Federal Energy Regulatory Commission; (q) counsel to the ad hoc group of certain holders of (i) pollution control revenue bonds supported by notes issued by FG and NG and (ii) certain unsecured notes issued by FES; and (r) the Office of the Attorney General for Ohio; (s) the Office of the Attorney General for Pennsylvania; (t) the Office of the Attorney General for Illinois; (u) the Office of the Attorney General for Maryland; (v) the Office of the Attorney General for Michigan; (w) the Office of the Attorney General for New Jersey; (x) the National Association of Attorneys General; and (y) any other parties on the General Service List not included above. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

Dated: April 6, 2018
Akron, Ohio

FirstEnergy Solutions Corp., et al.,
Debtors and Debtors in Possession

/s/ Charles M. Moore

Charles M. Moore
Debtors' Chief Restructuring Officer

United States Bankruptcy Court

Northern District Of Ohio

In re FirstEnergy Solutions Corp., et al.,

Case No. 18-50757 (Jointly Administered)

Debtors

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$9,172,001.58¹

Prior to the filing of this statement I have received \$9,172,001.58

Balance Due \$0.00

2. The source of the compensation paid to me was:

Debtor Other (specify)

3. The source of compensation to be paid to me is:

Debtor Other (specify)

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal services to the independent directors of the Debtors, and will serve as conflicts counsel to the Debtors to handle all matters that the Debtors' lead counsel is not otherwise able to handle due to conflicts.

1: This figure represents payment for prepetition services and an unapplied retainer of \$613,515.65

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

N/A

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

April 5, 2018
Date

/s/ Matthew A. Feldman

Signature of Attorney

Willkie Farr & Gallagher LLP

Name of law firm

EXHIBIT A
Feldman Declaration

provide the disclosures required under section 329 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 2016-1 of the Local Bankruptcy Rules for the Northern District of Ohio (the “**Local Rules**”).

2. Willkie Farr has been actively involved in many recent chapter 11 cases. Willkie Farr represents or has represented the debtors, creditors or other parties in interest in recent cases, including: In re AOG Entertainment, Inc.; In re Broadview Networks Holdings, Inc.; In re Cengage Learning, Inc.; In re CGG Holding (U.S.) Inc.; In re Claire’s Stores, Inc.; In re Defined Diagnostics, LLC; In re EnviroSolutions of New York, LLC; In re FIAC Corp. (f/k/a IMX Acquisition Corp.); In re the Fin. Oversight and Mgmt. Bd. for Puerto Rico, as representative of the Commonwealth of Puerto Rico; In re Goodrich Petroleum Corp.; In re GSC Group, Inc.; In re Illinois Power Generating Co.; In re Interfaith Medical Center; In re Journal Register Co.; In re K-V Pharmaceutical Co.; In re LandAmerica Financial Group, Inc.; In re Lehman Brothers Holdings Inc.; In re MF Global; In re MPM Silicones, LLC; In re Nebraska Book Company; In re Otelco Inc.; In re Patriot Coal Corp.; In re RathGibson, Inc.; In re Rotech Healthcare Inc.; In re Rural/Metro Corp.; In re Samson Resources Corp.; In re Sea Containers Ltd.; In re Seadrill Ltd.; In re SquareTwo Financial Services Corp.; In re Terrestar Networks Inc.; In re TOUSA, Inc.; In re Ultra Petroleum Corp.; In re Velo Holdings Inc.; In re WP Steel Venture, LLC; as well as many others.

3. Based upon both experience and expertise generally and in connection with these cases, I believe Willkie Farr is well qualified to represent the Debtors and to address

case no. 18-50763. The Debtors’ address is: 341 White Pond Dr., Akron, OH 44320.

both effectively and efficiently the potential legal issues and problems that may arise in the context of these complex chapter 11 cases. Further, Willkie Farr is not a creditor of the Debtors.

WILLKIE FARR'S CONNECTIONS WITH THE DEBTORS

4. Willkie Farr utilizes a number of procedures (the "Firm Procedures") to determine its relationships, if any, to parties that may have connections to a debtor client. In implementing such Firm Procedures, the following actions were taken to identify parties that may have connections to the Debtors and Willkie Farr's relationship with such parties:

- (a) Willkie Farr requested and obtained from the Debtors extensive (but not necessarily complete) lists of interested parties and significant creditors (the "Potential Parties in Interest").² The Potential Parties in Interest include, among others: (i) the Debtors and their affiliates; (ii) the Debtors' (a) current officers and directors, (b) current directors and officers of affiliates, (c) non-affiliate Energy Distribution Companies, (d) lenders, banking institutions, lien parties and administrative agents, (e) bondholders and indenture trustees, (f) surety bond providers, (g) unions, (h) governmental authorities, (i) regulatory authorities, (j) potential and active litigation counterparties, (k) known 5% or more equity interest holders of the Debtors, (l) known 5% or more equity interest holders, as of December 2017, of First Energy Corp. and certain other known equity holders of First Energy Corp., (m) insurance carriers, (n) landlords, (o) bankruptcy professionals, including those professionals proposed to be retained in the chapter 11 cases, (p) certain other professionals, (q) accounts payable, (r) taxing authorities; (s) utility providers, (t) contract counterparties, (u) customers,³ (v) sale leaseback parties, (w) third party sales agents, (x) top 50 creditors, and (y) the United States Trustee for the Northern District of Ohio, the U.S. Attorney, and

² The list of Potential Parties in Interest is expected to be updated during these cases. Willkie Farr continues to review the relationships its attorneys may have with potentially interested parties and to determine whether any relationships exist other than those set forth herein. As may be necessary, Willkie Farr will supplement this Declaration if it becomes aware of a relationship that may adversely affect Willkie Farr's retention in these cases or otherwise should be disclosed. Willkie Farr also will update this disclosure if it is advised of any acquisition of claims against the Debtors by parties with which Willkie Farr has a relationship that is required to be disclosed.

³ Due to the sensitive and proprietary nature of this information, the Schedule of Customers as well as connections to such Customers will be provided solely to the office of the United States Trustee and counsel to the Statutory Creditors' Committee, once appointed.

judges for the District of Ohio. A copy of the list of the Potential Parties in Interest searched by Willkie Farr is annexed hereto as Schedule 1 (the "Potential Parties in Interest List").

- (b) Willkie Farr then compared each of the Potential Parties in Interest to the names in its master electronic database of current and former clients (the "Client Database"). The Client Database generally includes the name of each client of the firm, the name of each party who is or was known to be adverse to such client of the firm, the name of each party that has or had a substantial role with regard to the subject matter of Willkie Farr's retention, and the names of the Willkie Farr partners who are or were primarily responsible for matters for such clients.⁴
- (c) Known connections between former or current clients of Willkie Farr and the Potential Parties in Interest were compiled for purposes of preparing this Declaration.

REPRESENTATION OF PARTIES IN INTEREST

5. As a result of the Firm Procedures, I have thus far ascertained that, in each case, upon information and belief, Willkie Farr has the following connections with certain of the Potential Parties in Interest:

- (a) Because of its broad-based general practice, Willkie Farr: (i) has appeared in the past and may appear in the future in cases unrelated to these cases where one or more of the Potential Parties in Interest may be involved; and (ii) has represented in the past, currently represents and/or may represent in the future one or more of said parties or other potentially interested parties or creditors in matters unrelated to the Debtors and these cases.
- (b) Willkie Farr has in the past five (5) years represented the Potential Parties in Interest or their affiliates listed on Schedule 2 hereto.⁵

⁴ In reviewing its records and the relationships of its attorneys, Willkie Farr did not seek information as to whether any Willkie Farr attorney or member of his/her immediate family: (a) indirectly owns, through a public mutual fund or through partnerships in which certain Willkie Farr partners have invested but as to which such partners have no control over or knowledge of investment decisions, securities of any party in interest; or (b) has engaged in any ordinary course consumer transaction with any party in interest. If any such relationship does exist, I do not believe it would impact Willkie Farr's disinterestedness or otherwise give rise to a finding that Willkie Farr holds or represents an interest adverse to the Debtors' estates.

⁵ In certain instances the precise identity of the Potential Party in Interest was not readily ascertainable (e.g., only the trade name or a portion thereof was known). Solely for purposes of this Declaration, such party was treated as including affiliates and/or other entities bearing a similar name unless such Potential Party in Interest was believed by Willkie Farr to be unrelated.

Upon information and belief, and based on information obtained through the Firm Procedures, unless disclosed herein all such matters were unrelated to the Debtors and these cases. Willkie Farr may represent such entities in the future in matters unrelated to the Debtors and these cases.

- (c) Willkie Farr currently represents or has open matters respecting the Potential Parties in Interest or their affiliates listed on Schedule 3 hereto (the "Current Clients").⁶ Upon information and belief, and based on information obtained through the Firm Procedures, such matters are unrelated to the Debtors and these cases, unless otherwise noted below. Willkie Farr may continue to represent such entities in the future in matters unrelated to the Debtors and these cases. Of the Current Clients listed in Schedule 3, only BlackRock, Barclays, Comcast, Deutsche Bank, KPMG and MetLife represented 1% or more of Willkie Farr's revenue generated during any of 2015, 2016 or 2017.
- (d) Certain of my partners at Willkie Farr and certain counsel to and associates of Willkie Farr and certain of such persons' relatives may have familial or personal relationships, as well as business, contractual, or economic relationships, with affiliates, officers, directors, creditors or competitors of the Debtors and/or other Potential Parties in Interest in these cases. I do not believe these familial or personal relationships, considered separately or collectively, would be material.
- (e) Certain of my partners at Willkie Farr and certain of the associates and counsel to, Willkie Farr and certain of such persons' relatives may directly or indirectly be shareholders of creditors of the Debtors, competitors of the Debtors and/or other Parties in Interest in these cases. Based on the information provided to me, I believe any such holdings are insignificant and, insofar as I have been able to ascertain, none of these shareholders controls or has any influence on such creditor or party in interest. I do not believe these shareholders' interests, considered separately or collectively, would be material.
- (f) Willkie Farr currently represents Barclays Bank PLC and certain of its affiliates ("Barclays") in connection with matters unrelated to the Debtors or these cases. Barclays matters represented less than 2% of Willkie Farr's revenue in 2016 and less than 1% of Willkie Farr's revenue in 2015 and 2017. Willkie Farr intends to continue

⁶ See footnote 4.

to represent Barclays on matters unrelated to the Debtors or these cases.⁷

- (g) Willkie Farr currently represents Blackrock Financial (“**BlackRock**”) in connection with matters unrelated to the Debtors or these chapter 11 cases. BlackRock matters represented less than 2% of Willkie Farr’s revenue in 2015 and 2016 and less than 1% of Willkie Farr’s revenue in 2017. Willkie Farr intends to continue to represent BlackRock on matters unrelated to the Debtors or these cases.⁸
- (h) Willkie Farr currently represents Comcast Corporation (“**Comcast**”) in connection with matters unrelated to the Debtors or these chapter 11 cases. Comcast matters represented less than 2% of Willkie Farr’s revenue in 2015, 2016 and 2017. Willkie Farr intends to continue to represent Comcast on matters unrelated to the Debtors or these cases.⁹
- (i) Willkie Farr currently represents Deutsche Bank in connection with matters unrelated to the Debtors or these chapter 11 cases. Deutsche Bank matters represented 1% of Willkie Farr’s revenue in 2016 and less than 1% of Willkie Farr’s revenue in 2015 and 2017. Willkie Farr intends to continue to represent Deutsche Bank on matters unrelated to the Debtors or these cases.¹⁰
- (j) Willkie Farr currently represents KPMG LLP (“**KPMG**”) in connection with matters unrelated to the Debtors or these chapter 11 cases. KPMG matters represented less than 2% of Willkie Farr’s revenue in 2015 and 2016 and less than 1% of Willkie Farr’s revenue in 2017. Willkie Farr intends to continue to represent KPMG on matters unrelated to the Debtors or these cases.¹¹
- (k) Willkie Farr currently represents Metropolitan Life Insurance Company (“**MetLife**”) in connection with matters unrelated to the Debtors or these cases. MetLife matters represented less than 2% of Willkie Farr’s revenue in 2016 and 2017 and less than 1% of Willkie Farr’s revenue in 2015. Willkie Farr intends to continue to

⁷ Barclays and its affiliates are on the following sections of the Potential Parties in Interest List:

(i) “Bank/Lender/UCC Parties”; and (ii) “Bondholders/Indenture Trustees.”

⁸ BlackRock and its affiliates are on the following sections of the Potential Parties in Interest List:

(i) “Bondholders/Indenture Trustees”; and (ii) “Known 5% Equity Holders and Certain Other Equity Holders of FirstEnergy Corp.”

⁹ Comcast is on the following sections of the Potential Parties in Interest List: (i) “Accounts Payable”; and (ii) “Utilities.”

¹⁰ Deutsche Bank is on the Potential Parties in Interest List in the “Bank/Lender/UCC Lien Parties” section.

¹¹ KPMG is on the Potential Parties in Interest List in the “Debtor Bankruptcy Professionals” section.

represent MetLife on matters unrelated to the Debtors or these cases.¹²

- (I) Willkie Farr regularly represents the American Institute of Certified Public Accountants (the “AICPA”) and certain members thereof. The AICPA is not, to Willkie Farr’s knowledge, a party in interest in these cases. As a result of Willkie Farr’s representation of the AICPA, however, Willkie Farr has adopted policies respecting Willkie Farr’s representation of parties in actions or proceedings against accounting firms. Willkie Farr is not aware of any accounting issues related to the Debtors, but if any arose, Willkie Farr would need to determine, under the facts and circumstances then present, whether it could represent the Debtors in any such action or proceeding.

6. I do not believe that any of the representations or relationships recited above would give rise to a finding that Willkie Farr represents or holds an interest adverse to the Independent Directors, the Debtors or their estates with respect to the services for which Willkie Farr would be retained.

7. In addition, Willkie Farr has reviewed the relationship that its partners and employees have with Daniel M. McDermott, the United States Trustee (the “US Trustee”) for Region 9 and those persons employed in the office of the US Trustee, and I do not believe that Willkie Farr has any material connections with the US Trustee or any person employed in the office of the US Trustee.

WILLKIE FARR’S COMPENSATION

8. Willkie Farr is seeking to be retained by the Debtors as both counsel to the Independent Directors and as conflicts counsel to the Debtors, and intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with these chapter 11 cases, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the

¹² MetLife is on the Potential Parties in Interest List in the “Accounts Payable” section.

Local Rules and further orders of this Court. In connection with its retention, Willkie Farr will bill at its standard hourly rates, which currently are: \$1,025 to \$1,500 for partners and senior counsel; \$350 to \$1,015 for associates, other attorneys and law clerks; and \$240 to \$395 for paralegals.

9. The foregoing hourly rates are subject to periodic increase (typically on October 1st of each year) in the normal course of Willkie Farr's business. The hourly rates that will be charged in these cases are Willkie Farr's standard hourly rates. These rates are set at a level designed to fairly compensate Willkie Farr for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. It is Willkie Farr's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case or cases. The expenses charged to clients include, among other things, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, transportation expenses, expenses for "working meals" and computerized research and transcription costs. Willkie Farr bills these expenses at cost to its clients and makes no profit from these expenses. Willkie Farr believes that it is appropriate to charge these expenses to the clients incurring them rather than to increase its hourly rates and thereby spread such expenses among all clients.

10. In the ninety days prior to the Petition Date, Willkie Farr received payments in the amount of \$2,221,338.89 for services rendered to the Debtors and their affiliates. Willkie Farr has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date in the following manner:

Invoice Date	Invoiced Amount	Amount Received	Date Received	Retainer Balance
1/10/2018	\$719,566.31	\$719,566.31	1/25/2018	\$75,000.00
2/14/2018	\$466,776.70	\$466,776.70	2/22/2018	\$75,000.00
1/10/2018	\$234,995.88	\$234,995.88	3/8/2018	\$75,000.00
1/10/2018	\$800,000.00	\$800,000.00	3/15/2018	\$875,000.00
3/30/2018	\$261,484.35	Applied Retainer	N/A	\$613,515.65

Willkie Farr currently holds an unapplied retainer of \$613,515.65. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in Willkie Farr's first fee application for postpetition services and expenses to be rendered or incurred for or on behalf of the Debtors. If any amounts, after application of all invoices, are owed to Willkie Farr as of the Petition Date, Willkie Farr will waive any claim relating thereto upon entry of a final order approving Willkie Farr's retention herein.

11. No promises have been received by Willkie Farr or by any member or associate thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. This Declaration is intended to comply with Bankruptcy Rule 2016(b).

12. Willkie Farr has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, counsel and associates of Willkie Farr, or (b) any compensation another person or party has received or may receive.

13. Except as disclosed herein, neither I, Willkie Farr, nor any member or associate thereof or "counsel" thereto, insofar as I have been able to ascertain and subject to disclosures herein, represents any interest adverse to the Debtors or their estates in the matters regarding which Willkie Farr is to be retained.

STATEMENT REGARDING US TRUSTEE GUIDELINES

14. In accordance with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the “**Appendix B Guidelines**”), Willkie Farr shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors’ chapter 11 cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules and any other applicable procedures and orders of the Court. Willkie Farr also intends to make every effort to comply with the US Trustee’s requests for information and additional disclosures as set forth in the Appendix B Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Willkie Farr in these chapter 11 cases.

ATTORNEY STATEMENT PURSUANT TO APPENDIX B GUIDELINES

15. The following is provided in response to the request for additional information set forth in paragraph D.1. of the Appendix B Guidelines:

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition period. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Paragraph 11 discloses the payments received by Willkie Farr from the Debtors prior to the Petition Date. The only change to the billing rates or other material financial terms during the 12 months prior to the Petition Date is that Willkie Farr's standard rates for all matters increased on October 1, 2017. There has been no change in the billing rates, discounts or any other material financial term from the prepetition period to the postpetition period.

Question: Has your client approved your prospective budget and staffing plan and, if so, for what budget period?

Response: Yes. The Debtors have approved a budget and staffing plan for the period of April 1, 2018 through April 30, 2018.

By reason of the foregoing, I believe Willkie Farr is eligible for employment and retention by the Debtors pursuant to sections 327(e), 328(a) and 1107(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

Dated: April 3, 2018
New York, New York



Matthew A. Feldman
Willkie Farr & Gallagher LLP

Schedule 1

Potential Parties in Interest List¹⁵

Debtors

FirstEnergy Solutions Corp.
FE Aircraft Leasing Corp.
FirstEnergy Generation Mansfield Unit 1 Corp.
FirstEnergy Generation, LLC

FirstEnergy Nuclear Generation, LLC
FirstEnergy Nuclear Operating Company
Norton Energy Storage L.L.C.

Debtors' Affiliates

AE Supply Renaissance Southwest, LLC
AET PATH Company, LLC
Allegheny Energy Service Corporation
Allegheny Energy Supply Company, LLC
Allegheny Energy Supply Renaissance, LLC
Allegheny Generating Company
Allegheny Pittsburgh Coal Company
Allegheny Ventures, Inc.
American Transmission Systems, Incorporated
APS Constellation, L.L.C.
AYE Series
Bay Shore Power Company
Beaver Valley II Funding Corp
Buchanan Energy Company of Virginia, LLC
Buchanan Generation, LLC
BVPS II Funding Corp
CEI Funding LLC
CTC Beaver Valley Corp
CTC Mansfield Funding Corp
FELHC, Inc.
FirstEnergy Corp.
FirstEnergy Fiber Holdings Corp.
FirstEnergy Properties, Inc.
FirstEnergy Service FELHC, Inc. Company
FirstEnergy Services Corporation
FirstEnergy Transmission, LLC
FirstEnergy Ventures Corp.
GPU Nuclear, Inc.
GPU, Inc.
Green Valley Hydro, LLC
JC PNL Capital LP
JCP&L Transition Funding II LLC
JCP&L Transition Funding LLC
Jersey Central Power & Light Company
Met-ED Capital LP

Metropolitan Edison Company
Mid-Atlantic Interstate Transmission, LLC
Monongahela Power Company
MP Environmental Funding LLC
MP Renaissance Funding, LLC
Nautica2 Limited Partnership
Norton Energy Storage L.L.C.
OE Funding LLC
OES Ventures, Incorporated
Ohio Edison Company
Ohio Edison Financing Trust
Ohio Edison Financing Trust II
PATH – Allegheny Land Acquisition Company
PATH Allegheny Maryland Transmission Company, LLC
PATH Allegheny Transmission Company, LLC
PATH Allegheny Virginia Transmission Corporation
PATH West Virginia Transmission Company, LLC
PE Environmental Funding LLC
PE Renaissance Funding, LLC
Penelec Capital
Pennsylvania Electric Company
Pennsylvania Power Company
PNP II Funding Corp
Potomac-Appalachian Transmission Highline, LLC
Suvon, LLC
TE Funding LLC
The Cleveland Electric Illuminating Company
The Potomac Edison Company
Potomac Edison Company Allegheny
The Toledo Edison Capital Corporation
The Toledo Edison Company
The Waverly Electric Light and Power Company
The West Virginia Power & Transmission Company
Trans-Allegheny Interstate Line Company

¹⁵ This version of the Potential Parties in Interest List is the version as of April 2, 2018. Willkie Farr continues to review the relationships its attorneys may have with potentially interested parties (including after Willkie Farr receives revised versions of the Potential Parties in Interest List) and to determine whether any relationships exist other than those set forth herein. As may be necessary, Willkie Farr will supplement this Declaration if it becomes aware of a relationship that may adversely affect Willkie Farr's retention in these cases or otherwise should be disclosed.

Warrenton River Terminal, Ltd.
West Penn Power Company

West Penn Southwest, LLC
West Virginia Series

D&O Debtors

Benyak, Darin M.
Bezilla, Mark B.
Blickle, John
Boland, Jim
Bologna, Richard D.
Brown, Terry J.
Gingo, Joseph
Hamilton, David B.

Harden, Paul A.
Kotsenas, Peter J.
Lieb, Raymond A.
Melody, James G.
Moul, Donald A.
Schneider, Donald R.
Warvell, Kevin T.

D&O Debtors' Affiliates

Ahern, Anthony J.
Aikens, Nicholas K.
Bailey, Joel D.
Baker, Eric D.
Barton, Lisa M.
Belcher, Samuel L.
Benz, Gary D.
Boyd, William J.
Bridenbaugh, Carl J.
Brown, Terry J.
Chack, Dennis M.
Dargie, John C.
Davis, Ted M.
Donohue, Robert W.
Doty, William S.
Dowling, Michael J.
English, Carl L.
Eppes, Kristine W.
Evans, Raymond L.
Fakult, James V.
Gaines, Bennett L.
Grant, Gary W.
Hall, Martin L.
Halnon, Gregory H.
Haney, James R.
Judge, John W.
Julian, Mark A.
Karafa, David J.

Kauffman, Holly C.
Lasky, Charles D.
Lese, William
Lisowski, Jason J.
Lowery, Dolores J.
Maley, Ernest N.
Mavrinac, Wendy
McKeeman, Robert S.
Mendenhall, Kelley E.
Mikkelsen, Eileen M.
Moss, Linda L.
Nelson, Steven K.
O'Loughlin, Patrick W.
Prezelj, Irene M.
Reynolds, Brett W.
Rossero, Daniel T.
Sears, James A.
Sekulich, Gretchan E.
Sestak, Kevin A.
Smith, Trent A.
Smyth, Antonio
Stawikey, Mary S.
Stephenson, Gary G.
Strah, Steven E.
Thompson, Paul W.
Voyles, John N. Jr.
Whitlock, Charles
Yeboah-Amankwah, Ebony L.

Bankruptcy Judges

Gustafson, John P
Harris, Arthur I
Kendig, Russ
Koschik, Alan M

Price Smith, Jessica E
Whipple, Mary Ann
Woods, Kay

U.S. Trustee Office and U.S. Attorney

Belhorn, Scott

Brosko, Marion

Brulia, Elizabeth
Cutwright, P. Elaine
Donald, Monique
Dugic, Tim
Giannirakis, Maria D.
Gonzalez, Mary Ellen
Good, Amy
Herdman, Justin E. (US Attorney)
Loeb, Helayne
Lowe, Sharon V.
Lowman, Catherine
Matras, David M.

Mcdermott, Daniel M.
Montanez, Lizette
Patton, Tiara
Rippy, Derrick
Saenz, Anita
Simmons, Patrick
Skowron, Sharon
Sonson, Christopher
Thayer, Cynthia
Thompson, Sherri
Vara, Andy
Weaver, John

Non Affiliate EDCs

AEP-OHIO
Ameren Illinois Company
American Electric Power (Ohio Power and Columbus Southern)
Atlantic City Electric (Conectiv) (PHI - Exelon)
Baltimore Gas & Electric Company
ComEd (Exelon)
Commonwealth Edison Company
Consumers Energy Company
Dayton Power and Light Co.

Delmarva Power & Light Company
Detroit Edison Company
Duke Energy Ohio, Inc.
Duquesne Light Company
PECO Energy Company
PEPCO (PHI - Exelon)
PPL Electric Utilities Corporation
Public Service Electric and Gas Co.

Debtor Bankruptcy Professionals

Alvarez & Marsal
Brouse McDowell LPA
Hogan Lovells
ICF Resources, LLC
KPMG LLP

Lazard Frères & Co. LLC
Opportune (Dacarba LLC an Opportune Company)
Prime Clerk
Quinn Emanuel Urquhart & Sullivan, LLP
Willkie Farr & Gallagher LLP

Other Bankruptcy Professionals

Alix Partners
GLC Advisors & Co., LLC
Guggenheim Securities, LLC
Jones Day LLP
Kramer, Levin, Naftalis & Frankel LLP
Latham & Watkins LLP

Moelis & Company
O'Melveny & Myers LLP
PriceWaterhouseCoopers LLP
Reed Smith LLP
Squire Patton Boggs

Bank/Lender/UCC Lien Parties

Ameren Services Company
Bachner, Kerri Ann
Bailes, Anthony
Banco Bilbao Vizcaya Argentaria SA/New York
Bank of America
Bank of New York Mellon
Bank of Nova Scotia
Barclays Bank
Barclays Bank PLC

BBVA
BNP Paribas
BNP Paribas Securities Corp.
Cantwell, Thomas
CIBC
Citibank NA
Citicorp Railmark, Inc.
Citizens Bank
CoBank ACB

Credit Agricole
Credit Agricole Corp. and Investment Bank/NY
Credit Suisse
De Lage Landen Financial Services, Inc.
Deutsche Bank AG, New York Branch
Fifth Third Bank
First National Bank
First National Bank of Pennsylvania
FirstMerit
GE Capital Commercial Inc.
Goldman Sachs
Goldman Sachs Bank USA
Gorchock, Alisa M.
Gorchock, Michael
Ham, Alfred Neal
Huntington National Bank
Industrial & Commercial Bank of China
J. Andrew Associates
JP Morgan Chase
JP Morgan Chase Bank NA
JP Morgan Securities
Key Equipment Finance Inc.
KeyBank
Merrill Lynch Pierce Fenner & Smith
Mizuho
Mizuho Bank Ltd
Morgan Stanley
Morgan Stanley Senior Funding
National Cooperative Services
National Cooperative Services Corp

Bondholders/Indenture Trustees

AllianceBernstein L.P.
Allstate Insurance Company
American Enterprise Investment Services Inc.
Apex Clearing Corporation
Avenue Capital Group
Avenue Capital Management II, L.P.
Bank of America, NA
Barclays
Barclays Capital Inc.
BB&T Securities, LLC
Beaver County Industrial Development Authority
BlackRock, Inc.
BMO Harris Bank, NA/Trust
BNP Paribas, New York Branch/ Custody/Client
Assets
Brown Brothers Harriman & Co.
Capital Research and Management Company
Cetera Investment Services LLC
Charles Schwab & Co., Inc.
Citadel Advisors LLC
Citibank, N.A.
Citigroup Global Markets Inc.

Northeast Ohio Public Energy Council
Ohio Department of Taxation
Ohio Schools Council (OSC)
PNC
PNC Bank
PNC Capital Markets
Power 4 Schools
RBS Securities
Regions Bank
Regions Equipment Finance, Ltd.
Royal Bank of Canada
Royal Bank of Scotland
Rubin, Ryan
Santander
Santander Bank NA
Schwebel Banking Company
Sumitomo Mitsui
Sumitomo Mitsui Banking Corp/New York
TD Bank, NA
Teresa A. Miller Administratrix
The Bank of New York Mellon, Trust Company,
N.A.
UMB Bank, National Association
Union Bank, NA
Union Bank/Bank of Tokyo Mitsubishi
US Bank, NA
VMAC Energy I, LLC
Wells Fargo
Wells Fargo Vendor Financial Services, LLC
Yeager, Lee W.

Comerica Bank
COR Clearing LLC
Cove Key Management
Credit Suisse Securities (USA) LLC
Crews and Associates, Inc.
D. A. Davidson & Co.
E*Trade Securities LLC
Edward D. Jones & Co.
Fidelity Management and Research Company
Fidelity Investments Money Management Inc.
Fiduciary SSB (State Street Bank and Trust
Company)
Fifth Third Bank
Goldman Sachs & Co. LLC
Hilltop Securities Inc.
Ingalls and Snyder, LLC
Interactive Brokers Retail Equity Clearing
Intl Fcstone Financial Inc.
J.P. Morgan Securities LLC
J.P. Morgan Securities LLC/JPMC
Janney Montgomery Scott LLC
Jefferies LLC

JPMorgan Chase Bank, National Association
Keybank, National Association
Legal & General Investment Management America
Loomis, Sayles & Company, L.P.
Lord. Abbett & Co. LLC
LPL Financial Corporation
Manufacturers and Traders Trust Company
Merrill Lynch
Merrill Lynch Pierce Fenner & Smith/Fixed Income
Merrill Lynch, Pierce, Fenner & Smith Incorporated
MFS Investment Management
Morgan Stanley & Co. LLC/II
Morgan Stanley Smith Barney LLC
MUFG Union Bank, N.A.
National Bank Financial Inc.
National Financial Services LLC
Northwestern Mutual Life Insurance Company, LLC
Nuveen Asset Management
Ohio Air Quality Development Authority
Ohio Water Development Authority
Oppenheimer & Co. Inc.
Pennsylvania Economic Development Financing
Authority
Pershing LLC
Peter Schoenfeld Asset Management
Raymond James & Associates, Inc.
RBC Capital Markets, LLC
Robert W. Baird & Co. Incorporated
Scotia Capital Inc.
SEI Private Trust Company

Contract Counterparties

3M Company
Abresist Kalenborn Corporation
Action Supply Products Inc.
Air Technologies
Air Technologies Pittsburgh
Airgas Incorporated
Alphasource Incorporated
AP Services LLC
Apple Occupational Medical Svcs LLC
Applied Industrial Technologies
Arcadia Controls Incorporated
Arco Enterprises Incorporated
Ardmore Power Logistics LLC
AREVA NP Inc.
Audio Visual Innovations Inc.
Bentley Systems Incorporated
Bi State Rubber Incorporated
BNSF Railway Company
Bolttech Mannings Incorporated
Burnham Industrial Contractors
C & L Sanitation Incorporated
Capp USA

SSB - Blackrock Institutional Trust
SSB&T Co.
State Street Bank and Trust Company
Stephens Inc.
Stifel, Nicolaus & Company, Incorporated
Stockcross Financial Services, Inc.
Strategic Value Master Fund Ltd
Strategic Value Opportunities Fund LP
Strategic Value Special Situations Master Fund III LP
TD Ameritrade Clearing, Inc.
The Bank of New York Mellon Trust Company, N.A.
The Bank of New York Mellon/ Mellon Trust of New
England, NA
The Bank of New York Mellon/ WFC Holdings
Corporation
The Northern Trust Company
U.S. Bancorp Investments, Inc.
U.S. Bank, N.A.
UBS Financial Services Inc.
UBS Securities LLC
UMB Bank, National Association
USAA Asset Management
Vanguard Group Inc.
Wedbush Securities Inc.
Wells Capital Management, Inc.
Wells Fargo Bank, National Association
Wells Fargo Clearing Services, LLC
Wells Fargo Securities LLC
Wilmington Savings Fund Society, FSB

Cardiac Science Corporation
Casselman Windpower LLC
Cintas Corporation
Clark Laboratories LLC
Cleveland Pump Repair & Svcs LLC
Commercial Wire Rope
Compucharts Computer Products
Control Analytics Incorporated
Control Systems Company
ConverDyn
D & M Welding Incorporated
David C Kissig Enterprises Inc.
Defcon Force LLC
Diamond Power Specialty Company
Diamond Technical Services Inc.
Distillata Company
Docufax Solutions Incorporated
Easton, Deborah A.
Energy Piping WV Incorporated
Enviance Incorporated
Environmental Systems Corporation
Epic Incorporated

Epicor Incorporated
Expro Incorporated
F N Cuthbert Incorporated
Fastenal Company
Fcx Performance Incorporated
Filtech Incorporated
Flowserve US Incorporated
Forney Corporation
Forsythe Solutions Group Inc.
Fuchs Lubricants Company
GAI-Tronics Corporation
GE Energy Parts Incorporated
General Hydrogen Corporation
General Pest Control Company
Geo V Hamilton Incorporated
Grunau Company Incorporated
Hach Company
High Trail Wind Farm LLC
Horsburgh & Scott
Hughes-Primeau Controls Inc.
Ingram Barge Company
Integrated Power Services LLC
J & L Professional Sales Inc.
Kaufman, Gary G.
Konecranes International
Konica Minolta Business Solutions
Krayn Wind LLC
Lanier Consulting LLC
Laverne Wilson & Associates
Lewis-Goetz And Company Inc.
Liquidmetal Coating Solutions LLC
M.A.W.G. Incorporated
Macquarie Physical Commodities UK Limited
Magotteaux Incorporated
Maryland Solar LLC
Maxim Crane Works LP
Metaltech Steel Company LLC
Meyersdale Windpower LLC
Mineral Labs Incorporated
Mobile Medical Corporation
MPW Industrial Water Services Inc.
Murray American River Towing, Inc.
Nadine Corporation
NAES Power Contractors
National Colloid Company
North American Substation Svcs LLC

Taxing Authorities

Ashtabula County Treasurer
Beaver County Treasurer
Belmont County Treasurer
Berkheimer Tax Admin
Big Beaver Borough
Bureau of Business Trust Fund Taxes

Ohio Lumex Company Incorporated
Ohio Valley Electric Corporation
O-N Minerals Company
Orbital Engineering Incorporated
Performance Machining Incorporated
Portersville PRD LLC
Power & Industrial Services Corp
Projectile Tube Cleaning Inc.
PVS Chemical Solutions Incorporated
R T Patterson Company Incorporated
Renewal Parts Maintenance Inc.
Rexel Incorporated
Ross Controls Incorporated
R-S Matco Incorporated
Schmidt Industries
SCR Tech
Sealing Specialists & Service Co
Sherwin Williams
Siemens Demag Delaval
Siemens Energy Incorporated
Simmers Crane Design & Services
SOS International LLC
SSOE Incorporated
St Vincent Mercy Medical Center
Stock Equipment Company Inc.
Structural Integrity Associates Inc.
Taprogge America Corporation
Tekran Instruments Corporation
The Great Lakes Construction Co
Thomas Fence Company Incorporated
Timken Motor & Crane Services LLC
Tomko Equipment Company Inc.
Total Equipment Company
Townley Manufacturing Company
Traxys North America LLC
Trumbull Industries Incorporated
United Conveyor Supply Company
United Roofing & Sheet Metal
Waste Management Strategic
West View Cunningham Company Inc.
Wilson Works Inc.
Workplace Consultants LLC
Wright Express
Zoll Medical Corporation

Central Collection Agency - Division of Taxation,
City of Cleveland
Central Collection Agency
Chippewa Township Tax Collector
City of Akron
City of Detroit Finance Department/Income Tax

Division
 City of Green, Ohio
 City of Philadelphia Dept. of Revenue
 Cuyahoga County Treasurer
 Darlington Twp Tax Collector
 Delaware Division of Revenue
 Delaware Division of Revenue, Gross Receipts Tax
 Department
 Department of Taxation
 Division of Taxation
 Franklin Township Tax Collector
 Georgetwn Boro & SS District
 Green Twp Tax Collector
 Greene County Treasurer
 Illinois Department Of Revenue
 Industry Boro Tax Collector
 Internal Revenue Service
 Internal Revenue Service Centralized Insolvency
 Operations
 Jefferson County Treasurer
 Koppel Boro Tax Collector
 Lake County Treasurer
 Lorain County Treasurer
 Lucas County Treasurer
 Marion Twp Tax Collector
 Michigan Department of Treasury
 Michigan Department of Treasury
 Monongahela Twp Tax Collector
 Montana Department of Revenue

New Jersey Divison of Taxation
 Nicholson Twp Tax Collector
 North Sewickley Twp Tax Collector
 Office of Tax and Revenue
 Ohio Attorney General
 Ohio Department of Taxation
 Ottawa County Treasurer
 Pennsylvania Department of Revenue
 Raccoon Twp Tax Collector
 Regional Inc.ome Tax Agency
 Revenue Administration Division
 Sheriff of Hancock County
 Sheriff of Marshall County
 Sheriff of Ohio County
 Shippingport Boro Tax Collector
 South Beaver Twp Tax Collector
 State of New Jersey Department of The Treasury
 State of New Jersey Division of Taxation
 State of Ohio - IRP
 State of Ohio Treasurer
 Summit County Treasurer
 Treasurer of State Fund 5C2
 Virginia Department of Taxation
 Washington Dc Office of Tax and Revenue
 West Virginia State Tax Department
 West Virginia State Tax Department IFTA Unit
 WV Department of Tax and Revenue
 West Virginia State Tax Department IFTA Unit

Regulatory Agencies

Ashtabula County Commissioners
 Beaver County Airport Authority
 Beaver County Emergency Mngmt
 Beaver Local School District
 Beaver Volunteer Fire Department
 Borough of Ohioville Vfd
 Borough of Shippingport
 Brooke County EMA
 Caroll Water & Sewer Dist
 Carroll Township
 City of Chester Police Department
 City of East Liverpool Water Works
 City of Painesville Utilities
 City of Philadelphia Department of Revenue
 City of Steubenville
 City of Weirton Fire Department
 Clean Air Fund
 Columbiana County Commissioners
 Comdata Network Inc.
 Commodity Futures Trading Commission
 Commonwealth of Pennsylvania
 Commonwealth of Pennsylvania, Dept. of
 Transportation, Bureau of Motor Vehicles

County of Lake
 Department of Labor & Industry
 Dept. of Environmental Protection
 Division of Water City of Cleveland
 East Liverpool City School District
 East Palestine Amateur Radio Club
 Erie County Board of Commissioners
 Federal Energy Regulatory Commission (FERC)
 Geauga County Board of Commissioners
 Hancock Co Office of Emergency Svcs
 Hancock County Schools Public Sch
 Hancock County Sheriff Reserve
 Hookstown Volunteer Fire Dept.
 Illinois Commerce Commission
 Industry Volunteer Fire Dept.
 Jefferson County Auditor
 Jefferson County Health Dept.
 Jefferson County Ohio Treasurer
 Lake County Auditor
 Lake County Board of Commissioners
 Lake County Department of Utilities
 Lake County General Health District
 Lake County Health District

Lake County Treasurer
Lawrenceville Volunteer Lawrenceville Volunteer
Lisbon Area Amature Radio Association
Lorain County Auditor
Lucas County Auditor
Lucas County Bd of Commission
Lucas County Treasurer
Maryland Department of Transportation
Maryland Department of Transportation Motor
Vehicle Administration
Maryland Public Service Commission
MD Motor Vehicle Admin
Midland 4th of July Organization
Midland Volunteer Fire Dept.
Midland Water Authority
National Labor Relations Board
Negley Volunteer Fire Department Association
Incorporated
New Cumberland Volunteer Fire Department
New Manchester Volunteer Fire Department
NJ Division of Motor Vehicles
Northeast Ohio Regional
Oakland District Volunteer Fire Department
Occupational Safety and Health Administration
(OSHA)
Office of the Ohio Consumers' Counsel
Ohio Attorney General
Ohio Board of Pharmacy
Ohio Bureau of Workers' Compensation
Ohio Department of Agriculture
Ohio Department of Commerce
Ohio Department of Health
Ohio Department of Job and Family Services
Ohio Emergency Management Agency
Ohio EPA
Ottawa County Auditor's office
Ottawa County Commissioners
Ottawa County Emergency Mgmt Agency
Ottawa County Treasurer
PA Department of Environmental Protection
PA Department of Revenue
Pennsylvania Emergency Management
Pennsylvania Public Utility Commission
Pension Benefit Guaranty Corporation
Public Utilities Commission of Ohio
Raccoon Fire Department

Regional Income Taxing Agency
Revenue Administration Division Taxpayer Service
Section
Salam Area Amateur Radio Association Incorporated
Sandusky County Commissioners
SC DHEC - Bureau of Financial Management
Securities and Exchange Commission (SEC)
Shippingport Volunteer Fire Company
South Carolina Dept of Health
State of Ohio - IRP
State of Ohio Treasurer
State of Pennsylvania
State of Tennessee Treasurer
Steubenville Weirton Amateur Radio Club
Summit County Auditor
Tennessee Department of Environment
Tennessee Dept. of Environment
The National Board
Three Rivers Pollution Response
Treasurer of State Fund 5C2
Triangle Amateur Radio Club
US Department of Energy
US Department of Homeland Security (FEMA -
Federal Emergency Management)
US Department of Labor
US Dept. of Homeland Security
US Environmental Protection Agency
US Nuclear Regulatory Commission
Village of Lisbon Fire Department
Village of Oak Harbor
Weir High School Hancock Co Board of Education
West Point Volunteer Fire Dept. Station 1
West Va Dept Health And Human Svcs - Bureau For
Public Health
West Virginia Bureau for Public Health
West Virginia Department Health and Human
Services - Bureau For Public Health
West Virginia Div/Natural Resources
West Virginia Division of Homeland - Security &
Emergency Mgmnt
West Virginia Division of Motor Vehicles
West Virginia Division of Motor Vehicles Motor
Carrier Services Office WV IRP Section
West Virginia State Fire Commission

Governmental Agencies/Municipalities

Allen County
Ashland County
Auglaize County
Center Township
City of Akron
City of Ashland

City of Aurora
City of Barberton
City of Bay Village
City of Bellevue
City of Canal Fulton
City of Canfield

City of Cleveland Heights
City of Cortland
City of Crestline
City of Defiance
City of East Palestine
City of Euclid
City of Fairlawn
City of Girard
City of Green
City of Huron
City of Lancaster
City of London
City of Mansfield
City of Marietta
City of Marion
City of Massillon
City of Maumee
City of Medina
City of Munroe Falls
City of North Canton
City of Northwood
City of Norton
City of Ontario
City of Oregon
City of Parma
City of Perrysburg
City of Ravenna
City of Richmond Heights
City of Rossford
City of Salem
City of Sandusky
City of Seven Hills
City of Springfield
City of Stow
City of Streetsboro
City of Struthers
City of Sylvania
City of Tallmadge
City of Toledo
City of Toronto
City of Tremont
City of Troy
City of Vermilion
City of Washington Court House
City of Waterville
City of Wauseon
City of Westlake
City of Xenia
City of Youngstown
Defiance County
Erie County
Fulton County
Henry County
Huron County
Lucas County

Madison County
Mahoning County
Medina County
Muskingum County
Ottawa County
Preble County
Putnam County (Dupont)
Richland County
Sandusky County
Summit County
Township of Austintown
Township of Ballville
Township of Baughman
Township of Bethlehem
Township of Blooming Grove
Township of Boardman
Township of Buck
Township of Burton
Township of Butler
Township of Canaan
Township of Canfield
Township of Cardington
Township of Center
Township of Cessna
Township of Chippewa
Township of Darby
Township of Elkrun
Township of Fairfield
Township of Franklin
Township of German
Township of Gilead
Township of Goshen
Township of Grafton
Township of Grand Prairie
Township of Green Camp
Township of Hale
Township of Hanover
Township of Jackson
Township of Jefferson
Township of Knox
Township of Lake
Township of Lawrence
Township of Lexington
Township of Liverpool
Township of Lynn
Township of Mad River
Township of Madison
Township of Marion
Township of Marlboro
Township of Middleton
Township of Milton
Township of Paris
Township of Perry
Township of Perrysburg
Township of Pike

Township of Plain
Township of Pleasant
Township of Poland
Township of Radnor
Township of Richland
Township of Salem
Township of Sandusky
Township of Smith
Township of Springfield
Township of St. Clair
Township of Sugar Creek
Township of Sugarcreek
Township of Troy
Township of Tuscarawas
Township of Unity
Township of Walnut

Township of Washington
Township of West
Township of Yellow Creek
Trumbull County
Village of Andover
Village of Baltimore
Village of Bluffton, Allen County
Village of Delta
Village of Fredericktown
Village of Millersport
Village of Rushville
Village of Spencerville
Village of Swanton
Wayne County
Williams County
Wood County

Insurance Carriers

ACE Bermuda Ins. Ltd./AON Bermuda
Aegis Security Insurance Company/ AEGIS
Insurance Services Inc.
Allied World Assurance Company Ltd./AON
Bermuda
American Nuclear Insurers
AON Risk Services Northeast, Inc.
Arch Ins. Bermuda Ltd./AON Bermuda
Arch Insurance Company
Aspen Specialty Insurance Company
Associated Electric & Gas Ins Services Ltd
AXIS Insurance Company
Berkshire Hathaway Specialty Insurance Company
Continental Insurance Company
Endurance American Insurance Company
Energy Insurance Mutual Ltd
Energy Insurance Services Inc.
Federal Insurance Company
Global Aerospace, Inc.

Illinois National Insurance Company
Lloyds of London
Marsh LLC
National Union Fire Insurance Company of
Pittsburgh, PA
Navigators Insurance Company
Neil Specialty Insurance Company
Nuclear Electric Insurance Limited
Princeton Excess & Surplus Lines Insurance Co.
QBE Insurance Corporation
Talbot Underwriting Services (US) Ltd.
U.S. Specialty Insurance Company
Water Quality Insurance Syndicate
Westport Insurance Company
XL Insurance Bermuda LTD./AON Bermuda
XL Specialty Insurance Company
Zurich American Insurance Company

Landlords

Beaver County Airport Authority
Cleveland Electric Illuminating Company
Greylock L.P.
John's Towing Service, Inc.
Norfolk Southern Corporation

Ohio Department of Natural Resources
Ohio Edison Tower LLC
The Elmhurst Group
The Toledo Edison Company

Litigation Parties

3M Company
A.W. Chesterton Company
Adams, Doris
Adams, Sharon
Addair, Mary
Adkins, Nora

Air & Liquid Systems Corporation
Air Products and Chemicals, Inc.
Alberts, Helena
Allegheny Ludlum LLC
American Arbitration Association
Ammon, Barbara

Anderson, Annes
Anzevino, Dominic
Applegarth, Dorothy
Arcaro, Barbara
Arcidiacono, Carol J.
Arter, Doris
Ashton, Bernice
Associated Wholesalers, Inc.
Auer, Maxine
Austin, Brenda
Aveni, Clara
AWI Delaware, Inc.
Bachner, Kerri Ann
Bailey, Donna
Balden, Ebell
Baron, Peter J.
Bayer Cropscience, Inc., f/k/a Benjamin Foster
Company
Bays, Ronald
Bennett, Lee
Bevan & Associates
Blakley, K. Girard
Blystone, Frank
BNSF Railway Company
Boardwine, Mary
Bowen, Melvin
Bringman, Harry Pete
Brookman, Rosenberg, Brown & Sandler
Brown, Robert L.
Bryant, James
Burgdorf, William
Burkiewicz, Thomas
Burnette, Elizabeth F.
BWXT Canada, Ltd.
Byler, Bobby Lynn
Cantwell, Thomas
Caroselli, Beachler, McTiernan & Canboy
Cartwright, George
Caruloff, Thomas
Chaffin, Nathaniel
Chapman, Mary Lou (Robert)
Chester Willcox & Saxbe LLP
Chitwood, Donnie
Christain & Barton LLP
Commonwealth of PA, Department of Transportation
Conger, Pauline
Copen, William
Crooks, Guinda
Crowell & Moring, LLP
CSX Transportation Incorporated
Cuevas, Juan
Dalnoky, Joseph
Davies, Regina
Davis, John W.
Dean, D Mark

DeMase Trucking Co., Inc.
Dempsey, Brian
Dennis, Harvie
Denson, Howard (Executor of Estate)
Devin, Cecil
DLZ Ohio, Inc.
Drake, Dan
Duckro, Mary Jo
Dulin, Mary
Dunham, Nancy
Dunmire, Thomas
Dunn, Clarabelle
Earley, Cindy
Eck, Jim
Edgar Snyder & Associates
Edwards, Dorothy
Edwards, Joseph
EEOC - Cleveland
Eldred, David A
Elliot, Lola
Emery, Harry
Empire Die Casting Company
Eno, Waunnetta
Executor of the Estate of, Joyce Ellis
Farais, John & Helen
Farkas, Frank (Executor of Estate)
Farnsworth, Harry
Ferris-Dukovich, Theresa
Finney, Juanita
Firman, Mary
Fite, Bonnie
Fitzpatrick, Randy
Flint Law Firm LLC
Flowers, Twatha
Fluker, Thommy
Forman, Ernest
Francis, Michael S.
Franklin, Douglas
Friday & Cox, LLC
George, John
Gerson, Barry
Gibson, Charles (Executor of Estate)
Gilardi, Oliver & Lamupo, P.A.
Gongora, Luz
Goodyear Tire & Rubber Company
Gorchock, Alisa M
Gorchock, Michael
Gori, Julian & Associates, P.C.
Gray, Ivan
Grubbs, Don
Ham, Alfred Neal
Hambry, Alva
Hamm, Tracy
Hamm, William Murray
Hampton, Marvin

Hannigan, John M.
Hansen, Stephanie M.
Harp, Billy
Harris, George Larry
Harrison, Ronald D.
Hartley & O'Brien, PLLC
Harwood, Gene
Haseleu, Mark S.
Hawks, Buford
Hawthorne, Howard
Hayes, Ronnie
Haynes & Boone LLP
Henderson, Curtis
Hendrix, Phillip H.
Henry, Terry M. and Sandy L.
Higgins, John
Hill, Charles E.
Hill, Travis
Hobor, Chuck
Hodges, John
Holbrook, Carma
Holt, Joe
Hoover, Jackie D.
Hopkins, Douglas C.
Houston, Larry C.
Hovis, Homer J.
Howard, Johnny O.
Howard, Mary Jo
Howell, Mike
Hower, Raymond D
Hronek, Robert L.
Hulsey, Charles E.
Humphries, Charlu
Husman, Richard
Hutchinson, Benjamin
IBEW Local 272
Illinois Commerce Commission
Indorf, Frederick
J. Anderw Associates
Jackson, Alfred
James, Herbert
Jenkins, James
Jensen, Ferdinand
Johnsey, Thomas Larry
Johnson, Alexander A.
Johnson, Billy R.
Johnson, Dale
Jones, Charles Claud
Jones, Priscilla J.
Jones, William W.
Julian, William
K. Girard Blakley
Kanteera Teparimargorn
Kaylor, Thomas O
Kearns, Elizabeth

Kelley, Madgie
Kelley, William E
King, Cecil
Kirkland & Ellis LLP
Klinger, Alvin
Kosonovich, Melia
Kramer, Michelle
Kuhar, Mark
Kuhl, Frederick
Kuhn, Paul
Lahetta, James
Lampe, Gerald A.
Lane, Jimmy M
Larsen, Robert D.
Latham & Watkins LLP
Lay, Dale
Lebold, Dennis
Lefkowitz, Paul S.
Legg, Douglas
Lewis, Ruby Mae
Lewis-Goetz & Company, Inc.
Little, Howard H.
Locker, Guy L.
Lockhart, Murl L.
Long, Frederick & Peggy
Longshaw, John
Loughery, Darlene
Love, William A.
Loveless, Elton B.
Lowery, Robert W.
Lucius, Peggy
Malanowski, Michael
Mangano, Barbara and Anthony
Mansour Gavin LPA
Marcotte, Gary Duane
Marshman Jr, Herman
Martin, Bobby Joe
Matrix PDM Engineering
May, Thomas Wayne
McBrayer, McGinnis, Leslie & Kirkland, PLLC
McBrayer, Otis
McCaa, Frank
McElroy, Linda
McFarren, Jerry
McGhee, Eddie
McGhee, Pauline
McIntosh, Paul
McIntyre, Dana
McKinney, Randy
McLain, Elmer
MeInc.ke, Mark
Melnor Graphics
Merrill, Jerome (Executor of Estate)
Metz Lewis Brodman Must O'Keefe LLC
Meyers, Roman, Friedberg & Lewis

Milbank, Tweed, Hadley & McCloy LLP
 Miles, Donald
 Miller, Franklin W.
 Miller, Mary Lee
 Miller, Teresa A.
 Mills, Steven D.
 Milner, Gena
 Miner, Norval M.
 Monongahela Power Company
 Moody, Walt
 Moore, Judy
 Motley Rice LLC
 Mount, II, Dale (Executor of Estate)
 Mowery, Jack
 Moyer, Kerri S.
 Muniz, Jorgie
 Myers, Judy Ann
 Myers, Kenneth
 Myers, Lawrence
 National Union Fire Insurance Company
 Needham, Robert P
 Neely & Callaghan
 Newsome, William
 Nicols, Gary Lee
 Nixon, Dan
 NLRB - Region 6
 Norfolk Southern Corporation
 North Toledo Graphics, LLC
 OCRRC - Toledo
 Ollison, Grant
 Ottawa County CSEA
 Pacific Sunwear of California, Inc.
 Pagano, Richard
 Parker, Harold
 Parrish, Cheryl
 Pastor, Varlee
 Peabody Energy
 Peguero, Jose
 Peterman, Dean A.
 Pietragallo Gordon Alfano Bosick & Raspanti, LLP
 Plott, Gregg
 Plucinski, Anthony
 Pocmont Properties, LLC
 Potomac Edison Comapny
 Potter, John H.
 Purvis, Claudia
 Raymond, Cynthia
 Rebok, David
 Reed Smith LLP
 Republic Powdered Metals, Inc.
 Rhoades, John L.
 Richardson, Billy D.
 Rico, Edward
 Ritzler, Joseph G.
 Rodriguez, Jose
 Rogers, Ron
 Rollo, Edmond J.
 Rush, Peter (Executor of Estate)
 Santiago, Francisco
 Scalise, Kristen M.
 Schmitt, Michele L.
 Sheret, William L.
 Shildwachter, Richard
 Shirley, Mildred
 Shores, Eugene
 Shrader & Associates, LLP
 Shropshire, Joseph
 Shuler, Brenda L.
 Shuler, George M.
 Simonds, Mary
 Simonovich, William
 Smith, Charles S
 Sommer, Elaine
 Staikos, John
 Stanko, George
 Steading, Robert E.
 Steading, Ronald B.
 Steele, Robert F.
 Steigers, Robert Frank
 Stottlemire, Harry
 Struchen, Norman
 Suggs, Rosa
 Swann, Harold
 Swenson, Dennis
 Talley, William D.
 Tapley, S.J.
 Tarpley, Dea
 Taylor, Jackie
 Taylor, John H.
 Terretto, Nick
 Terry, Bluit W.
 Terry, Donald A.
 Terry, Franklin D.
 Terry, Jack H.
 The Bauer Law Firm, P.C.
 The Calwell Practice PLLc
 The Standard Register Company
 The State of West Virginia Division of Highways
 Thornock, Leroy
 Timberlake, Herbert A.
 Tindall, Gary and Charlotte
 Torres, Miguel
 Trail-Trans Allegheny Interstate Line Company
 Trousdale, Raymond D.
 Tunnel Ridge, LLC
 Turner, Carl William
 UWUA Local 270
 UWUA Local 304
 UWUA Local 457
 VanWave, Jeffrey

Vidal Jr, Jose A.
Vires, David
Wagner, Kenneth
Walker, Cole R.
Warren, Billy Joe
Wasserman, Bryan, Landry & Honold, LLP
Watson, Charlie I.
Watson, Louise
Webster, Vernon Jackson
Weldon, John David
Wells, Marvin E.
WesTech
Whaley, Brenda
White, Donald Lee
White, Edwin Ray
White, Elbert
Williams, Walter
Williamson, Robert E.

Sales Leaseback Parties

Mansfield 2007 Trust A
Mansfield 2007 Trust B
Mansfield 2007 Trust C
Mansfield 2007 Trust D
Mansfield 2007 Trust E
Mansfield 2007 Trust F

Surety Bonds

ACE INA Group
Borough of Shippingport
Commonwealth of Pennsylvania
Commonwealth of Pennsylvania, Department of
Environmental Protection
Commonwealth of Pennsylvania Public Utility
Commission
District of Columbia
Liberty Mutual Insurance Company
New Jersey Board of Public Utilities

Third Party Sales Agents

Acclaim Energy Advisors
Achieve Energy Solutions, LLC
ADL High Voltage Inc.
Advantage Services Inc.
Affiliated Power Purchase Intl.
Agency Marketing Center Corporation dba Buy
Commercial Energy, Inc.
Alliance for Competitive Energy Services
Alternative Utility Services, Inc.
Alternative-Esco LLC
Ameresco, Inc.
Amerex Brokers LLC

Willingham, Dorothy
Wilson, Edward J.
Wilson, Robert Ernest and Joan Catherine
Wineland Legal Services, LLC
Wilson, W. David
Wolfe, Paul E.
Wood, Wayne
Wright, Billy M.
Wright, Johnnie L.
Yeater, Phillip M.
Yengich, Ronald S.
Young, Larry Eugene
Yozwiak, William
Yukovich, Elizabeth
Zsigo, James
Zuch, Robert

Met Life
Capital, Limited Partnership
Union Bank of California, N.A.
US Bank Trust National Association
Wilmington Savings Fund Society, FSB

Ohio Dept. of Natural Resources
Pennsylvania Public Utility Commission
Travelers Casualty and Surety Co. of America
Travelers Property Casualty Group
U.S. Army Corp of Engineers
United States District Court Northern District of Ohio
US Department of Labor
West Virginia Department of Transportation
Zurich American Insurance Company

Americaapproved.Com
American Municipal Power, Inc.
American Powernet Services
AMGP Inc.
Aspen Energy Corporation
Asset Energy LLC
Atlas Commodities
Belden Energy Solutions Inc. Services Company
Bidurenergy, Inc.
Blue & Silver Energy Consulting, D/B/A Pro-Star
Energy Services
Blue Flame Energy Services

Bmark Energy, Inc.
 Buckeye Energy Brokers, Inc.
 CCAOSC Energy Solutions, LLC
 Chamber Energy Solutions, LLC
 Choice Energy Resources, Inc.
 Choose Energy, Inc.
 Chrislynn Energy Services
 City of Cincinnati
 City of Cleveland
 Commercial Utility Consultants, Inc.
 Community Energy Advisors
 Consumer Energy Solutions Inc.
 Cost Reduction Services
 Council of Small Enterprises (Cose)
 Creativenergy Options
 CUC Global Inc.
 Demand Response Partners, Inc.
 Dillon Energy Services
 Diversified Energy Associates, Inc.
 DJ Energy Consulting, LLC
 Eagle Energy LLC
 Ecova, Inc.
 Edge Insights, Inc.
 Efficient Energy Solutions
 Electric Choice, Inc.
 Emerald Energy, Inc.
 Emuna Energy, LLC
 Enercom Inc.
 Energy Auction Exchange DBA Energy
 Energy Consultants LLC
 Energy Enablement LLC
 Energy Management Solutions, Inc.
 Energy Market Exchange
 Energy Resources Group LLC
 Energy Savers, Inc.
 Energy Trust, LLC
 Energysolve LLC
 Enernoc, Inc.
 Executive Energy Services, LLC
 Flex Energy Management, LLC
 Gabel Associates
 Gandolfo Resources LLC
 Gem Energy, LLC
 Glenview Consulting Group, Nimec
 Global Energy Market Services LLC
 Goldstar Energy Group, Inc.
 Good Energy, LP
 Great Lakes Energy
 HB Hayes & Associates LLC dba Alternative Energy
 Source
 Healthtrust Purchasing Group, L.P.
 Hospital Energy, LLC
 HP Technologies
 IEU
 Illinois Energy Aggregation LLC
 Incite Energy LLC
 Independent Energy Consultants
 Integrity Energy Ltd.
 International Marketing Business GR
 J. Andrew Associates
 Keytex Energy Solutions, LLC
 Lincoln Energy Group LLC
 Live Energy Inc.
 Mid American Natural Resources, LLC
 Midwest Utility Consultants Inc.
 Mobilenet Inc.
 MSI Utilities, Inc.
 Muirfield Energy Inc.
 MWV Consulting
 North Shore Energy Consulting, LLC
 Northeast Energy Advisors LLC
 Ohio Manufacturer's Association
 Ohio School Pool: Buckeye Assoc of School
 Administration (Basa)
 Ohio School Pool: Ohio Association of School
 Business Officials (OASBO)
 Ohio School Pool: Ohio School Boards Association
 (OSBA)
 Ohio School Pool: Ohio School Council (OSC)
 OML Energy Solutions
 Ondemand Energy, L.P.
 Onyx Power & Gas Consulting, LLC
 Option Energy LLC
 Palmer Energy Co. Inc.
 Palmer Energy Company
 Patriot Energy Group, Inc.
 Precept Energy LLC
 Premier Energy Group, LLC
 Premiere Marketing LLC
 Progressive Energy Group LLC
 Quifidence Energy
 Reflective Energy Solutions, LLC
 Rock River Energy Services
 Satori Energy
 Schneider Electric
 Scioto Energy, LLC
 Search Energy LLC
 Shipley Energy Company
 Simec Energy
 SJ Cobb & Associates Inc.
 Sprague Energy Solutions, Inc.
 Star Energy Partners LLC
 Step Resources Consulting LLC
 Strategic Aggregation Consultants,
 Summit Energy Services, Inc.
 Telco Pros. Inc.
 Telecom Consulting Inc.
 The Eastern Energy Procurement
 The Eric Ryan Corporation
 The Legacy Energy Group, LLC

The Utilities Group Inc.
Titan Energy - New England Inc.
Total Energy Resources
TPI Efficiency
Trebel LLC
Unified Energy Services
Unified Foodservice Purchasing Co-Op

Usource, LLC
Utilichoice International LLC
Watts Marketing
World Energy Solutions, Inc.
Xencom Green Energy, LLC
Your Choice Energy, LLC
Zenergy

Unions

International Brotherhood of Electrical Workers
Local 0245
International Brotherhood of Electrical Workers
Local 0272
International Brotherhood of Electrical Workers
Local 029A
International Brotherhood of Electrical Workers
Local 029B
International Brotherhood of Electrical Workers
Local 1289
International Brotherhood of Electrical Workers
Local 1413
International Brotherhood of Electrical Workers

Local 2357
International Brotherhood of Electrical Workers
Local 29MP
Office & Professional Employees International Union
Local 0019
Utility Workers Union of America Local 0102
Utility Workers Union of America Local 0270
Utility Workers Union of America Local 0270PT
Utility Workers Union of America Local 0350
Utility Workers Union of America Local 0351
Utility Workers Union of America Local 0457
Utility Workers Union of America Local 304

Accounts Payable

1R20 Material
8760 Incorporated
A J Goulder Electric Incorporated
A&H Equipment
A&J Fasteners Corporation
A-1 Lock & Key Services
ABB Enterprise Software Inc.
ABB Incorporated
Abbott Valve and Fitting Company
Abel Truck & Automotive Supply Inc
ABM Electrical Power Solutions LLC
ABS Consulting Inc./EQE International
ABSG Consulting Incorporated
Abtrex Industries Incorporated
ACF Environmental
Action Supply Products Inc
Adams Elevator Equipment Company
Adelphia
Adkins Sanitation
ADT Security Services
Advanced Fiberglass Services Inc
AEP Pro Serv Incorporated
Aerofin Corporation
Aesseal Incorporated
AFCO Credit Corporation
AFS Fiber Glass
Aga Gas Inc
Aggreko Incorporated
Agilent Technologies

Aim Services Company
Air Control Products Incorporated
Air Liquid Systems Incorporated
Air Liquide America Specialty Gases
Air Monitor Corporation
Air Products & Chemicals Inc.
Air Relief Incorporated
Air Technologies
Airgas Great Lakes Inc.
Airgas Incorporated
Airgas Strategic Accounts
Airport Systems Honeywell Inc.
Airttech LLC
Aitken Products Incorporated
AKE Environmental & Construction
Al Xander Company Incorporated
Albreco Incorporated
Alin Machining Company Incorporated
All Clear Screening Services Inc.
Allegheny Crane Rental Inc.
Allen Refractories Co
Allen Sherman Hoff
Alliance Coal LLC
Allied Electronics Incorporated
Allied Rubber & Supply Company
Alphasource Incorporated
Alro Steel Corporation
Alstom Power Incorporated
Altran Solutions Corporation

Ambulance Service Incorporated
Amec Foster Wheeler North America
Ameren Services Company
Amergen Energy Company LLC
American Analytical Labs Inc.
American Bureau of Collections Inc.
American Electric Power Company
American Electric Power Service Corporation
American Exchanger Services Inc.
American Messaging Services LLC
American Power Seal LLC
American Power Systems
American Printing Incorporated
American Waste Management
Amerigas Propane LP
Ametek Solidstate Controls Inc.
AMS
Analysis and Measurement Services
Anderson Greenwood Crosby
Anodamine Incorporated
Anthony J Pirc Dba Pirc Company
Anvil Attachments LLC
Anvil International Incorporated
Anvil International LLC
AP Services LLC
APG Office Furnishings Incorporated
APO Pumps
APO Pumps & Compressors LLC
Appendix R Solutions
Apple Occupational Medical Svcs LLC
Applied Industrial Technologies
Applied Lubrication Technology Inc
Applied Specialties Incorporated
Applied Technical Services, Inc.
Aqua Ohio Incorporated
Aramark Uniform & Career Apparel
Arc Associates
Arcadia Controls Incorporated
Architectural Ceramics Products
Archway Lighting Supply Inc
Ardmore Power Logistics LLC
Areva Incorporated
Areva Nuclear Materials LLC
Areva/Framatome
Argo Sales Company Incorporated
Argo Turboserve Corporation
Argus Group Holdings LLC
Arinc Control & Information
Arinc Control and Information Systems
Arinc Incorporated
Around The Clock Maintenance Co
Arrow Uniform Rental
Artists Incorporated
Arvos Incorporated
Asme- International

AT&T
Atlantic Group Inc
Atlas Oil Company
Atwell's Police & Fire Equipment Co
Audio Visual Innovations Inc
Ault, Jason M.
Automated Valve & Equipment Co
Avalotis Corporation
Avantech Incorporated
AVI
AVI Foodsystems Incorporated
AVO International Training Institute
Avon Lake Mechanical Services Inc
Aycock Incorporated
Aysco Security Consultants Inc
B M Kramer & Company Incorporated
Babcock & Brown Wind Portfolio LLC
Baca Stein White & Associates Inc.
Badger Industries Incorporated
Bainbridge Chemical Company
Bainbridge International Inc.
Baker Bohnert
Baker Hughes, a GE Company LLC
Baker II, Thomas A.
Baker Process Equipment Company Inc.
Baker, Stanley F.
Barclay Brand Ferdon
Barno Electronics Incorporated
Bartec US Corporation
Bartlett Nuclear Incorporated
Basic PSA Incorporated
Basic Wire & Cable
Battelle Pacific Northwest Lab
Beacon Gasket & Seals Company
Beacon Health Options Incorporated
Beahon, Jr., James M.
Beal, Richard G.
Bear Communications Incorporated
Bearing Distributors Incorporated
Bearing Service Company
Bechtel
Bechtel Power Corporation
Becker Pumps Corporation
Beckwith Machinery Company
Bedeschi America Incorporated
Beiling
Belcher, Samuel L.
Belt Maintenance Midwest
Bench
Bender Communications Incorporated
Benetech Incorporated
Bently Nevada Incorporated
Benyak, Darin M.
Berresford, Craig
Berresford, Curtis

Best Line Leasing Incorporated
Bet-Tech Construction Company
BFI Cleveland
BHA Altair LLC
Black & Veatch Corporation
Black Box Corporation of PA
Black Diamond Services Incorporated
Blakeslee Equipment Company
Blevins & Sons Excavating, Ltd
Blue Technologies Incorporated
Blueline Rental LLC
Bluetarp Financial
BNL Industries Incorporated
Bobcat of Pittsburgh Incorporated
Bobetich, Jeffrey A.
Boiler Tube Company of America
Boise Cascade Office Products
Boissoneault, Polly M.
Boles, Brian D.
Bollman, Mark A.
Bolttech Mannings Incorporated
Bordley, Paul W.
Borland, Robert J.
Bostwick-Braun Company
Bosworth II, James D.
Bowser-Morner Incorporated
BP Energy Company
Brand Energy Svcs LLC a Div. of Brand
Brand Scaffold Services LLC
Braun Industrial Supply Company
Bray Jr, Curtis
Britsch Incorporated
Brna, Marian E.
Brogan, Michael H.
Brohl & Appell Incorporated
Brown, Terry J.
Browning, Kevin L.
Bruce & Merrilees Electric Co Inc.
Bruce Wish Management LP
Bruss, Gerald A.
Builders Hardware & Specialty Co In
Burd, Linda
Burger, Anthony R.
Burlington Northern & Santa Fe
Burndy LLC
Burnham
Burnham Industrial Contractors
Burns & McDonnell Engineering
Burns Industrial Equipment
Butler Gas Products
BWXT Nuclear Energy Incorporated
C & D Technologies Incorporated
C & K Industrial Services
C & K Wholesale Incorporated
C & L Sanitation Incorporated

C & W Tank Cleaning Company Inc.
Cablelan Nuclear
Calfee Halter & Griswold LLP
Calvert Wire & Cable Corporation
Camco
Cameron Technologies US Inc.
Campbell Transportation Co Inc.
Cannerra Industries Incorporated
Cannon Sline
Canon Financial Services Inc.
Canon Solutions America Inc.
Capp USA
Carboline Company
Carbone of America
Carbonic Enterprises Inc.
Cardinal Safety Products Inc.
Cardinal Tool Supply Incorporated
Carlton Industries LP
Carneuse Lime Incorporated
Carothers, Frederick J.
Carrier Corporation
Carroll Water & Sewer Dist
Cartwrightdownes Incorporated
Casey, Michael J.
Casselmann Windpower LLC
CB&I Laurens Incorporated
CB&I Stone & Webster Inc
CBS Nuclear Services Incorporated
CCH Incorporated
CDI Infrastructure LLC
CDW Computer Centers Incorporated
CDW LLC
CEC
CED - Consolidated Electric Dist In
Cellco Dec
Cellco Partnership
Cemtek Environmental Incorporated
Cemtek Systems Incorporated
Centimark Corporation
Central Air Compressor Company
Certrec Corporation
Cerupp LLC
CF Industries Sales LLC
CGI International LLC
Chalmers & Kubeck Incorporated
Change Analytix Incorporated
Chemetrics Incorporated
Chemical Solvents Incorporated
Chemsteel Construction Company
Chicago Bridge & Iron
Childrens Hospital Medical Ctr of A
Cintar Incorporated
Cintas Corporation
Cintas Corporation Loc 013
Citibank, NA

Citigroup Energy Inc.
 City Machine Technologies Inc.
 City of East Liverpool
 Civil & Environmental Consultants
 Civil Dynamics Incorporated
 Classic Conveyor
 Clayton Engineering Company
 Clean Air Fund
 Clean Combustion
 Clean Combustion and Energy
 Clean Harbors Environmental
 Clean Water Service Incorporated
 Clement Communications Incorporated
 Cleveland Brothers Equipment
 Cleveland Communications Inc.
 Cleveland Door Controls Inc.
 Cleveland Hermetic & Supply Inc.
 Cleveland Pump & Supply LLC
 Cleveland Pump Repair & Svcs LLC
 Cleveland Valve and Gauge Co
 Climax Portable Machine Tools Inc,
 CLVG
 Clyde Bergemann Power Group
 CMT Inc.
 Coal and Environmental Services Inc.
 Codan Development LLC
 Cogar Mine Products
 Coit Services Incorporated
 Cole-Parmer Instrument Company LLC
 Collingwood Water Co Incorporated
 Colona Transfer LP
 Colonial Michigan Glove
 Coltec Industries Incorporated
 Columbia Steel Casting Company Inc.
 Columbus Equipment Company
 Comcast Cable
 Comcast of California/Pennsylvania/
 Commercial Ullman Lubricants Co
 Commercial Wire Rope
 Commerzbank AG
 Commonwealth Lumber Company
 Communications Service / Spaulding
 Community Markets
 Compucharts Computer Products
 Compucom
 Conco Services Corp
 Connolly, Anthony P.
 Consolidated Chemical Corporation
 Consolidated Graphics Group Inc.
 Consolidation Coal Company
 Construction Specialties Inc.
 Container Products Corporation
 Control Analytics Incorporated
 Control Components Company
 Control Components Incorporated
 Contura Energy Inc.
 Cook, Shari A.
 Cope Farm Equipment Incorporated
 Copes Vulcan SPX
 Cormetech Incorporated
 Corrosion Fluid Products Inc.
 Corrpro Companies Incorporated
 Corys Thunder Incorporated
 Cothen, William C
 Coucou Corporation
 Cowher, Thomas M
 Cox Flow Measurement
 Coyne Textile Services Incorporated
 CPM Technical Solutions Inc.
 Craigs Lawn Service LLC
 Crane Control Systems
 Crane Nuclear Incorporated
 Crescent Electric Supply Company
 Crown Lift Trucks
 CSD Engineers LLC
 CSX Transportation Incorporated
 Culligan International
 Culligan Water Conditioning Company
 Cumberland Industries Inc.
 Cummings Diesel
 Cummins
 Cummins Bridgeway LLC
 Cunnings, John B.
 Curtiss Wright Flow Control Co
 Curtiss Wright Flow Control Svc Cor
 Curtiss Wright Target Rock Division
 Custom Equipment Company
 CWC Surveying Company Incorporated
 D & M Welding Incorporated
 D & R Sanitation
 D B Johnsen Company
 D W Dickey & Son Incorporated
 Darnell, Gary S.
 Data Systems & Solutions LLC
 David C Kissig Enterprises Inc.
 Day & Zimmermann NPS
 Dear John Incorporated
 Defelice Brothers Pizza
 Delmarva Power & Light
 Delta-Unibus Corporation
 Delta-Unibus Inc.
 Demag Delaval Turbomachinery
 Dennis R. Spaulding Inc.
 Department of Environmental Protection
 Dependable Products Incorporated
 Devonway Incorporated
 DH Instruments
 Diamond Power International Inc.
 Diamond Power Specialty Company
 Diamond Technical Services Inc.

Digi-Key Corporation
Digital Networks
Dimensional Measurement Incorporate
Dipietro, Nickolas J.
Disc Environmental Service Inc.
Distillata Company
DMT Industries Incorporated
Doble Engineering Company
Docufax Solutions Incorporated
Dominion
Dominion Engineering, Inc.
Dominion Nuclear Connecticut Inc.
Dominion Virginia Power
Don Brodies Thomas Limousine Svc In
Don Moulds Plantation Incorporated
Donaldson Company Incorporated
Donnelley Financial LLC
Donwil Company
Dresser Incorporated
Dresser Industries
Dresser Rand
Dresser Rand Services Div.
DS Services of America Inc.
DTE Energy
DTN LLC
DTS
Dubose National Energy Services Inc.
Duke Energy Ohio Incorporated
Duke Energy Renewable Incorporated
Dunbar Mechanical Incorporated
Dunford, Jerry D.
Dunn Chevrolet Oldsmobile Inc.
Duquesne Light Company
Duratek Services Inc.
DXP Enterprises Incorporated
Dynamic Sealing Systems LLC
Dynegy Gasco Holdings LLC
E & R Industrial Sales Incorporated
E J Rawson Trucking Company Inc.
Eagon & Associates Incorporated
Ealer Electric Supply Company Inc.
Eaton Corporation
ECA
Ecapital LLC
Eckert & Ziegler Analytics
Ecological Laboratories Inc.
Eden's Excavating Incorporated
Edwards Medical Supply
Effox Incorporated
El Sohly Laboratories Incorporated
Electric Power Research Inst
Electric Power Systems Intl Inc.
Electro Analytical Incorporated
Element 1 Engineering Incorporated
Element Materials Technology

Elgar Corporation
Elliott, Candace S.
Ellis, James D.
Elmore Engineering Services, Inc.
Elsohly Laboratory
Emed Company Incorporated
Emerson Process Management LLP
Emerson Rosemount
Emley, James E.
Empire Dis
Endevor LLC
Enerco Corporation
Enercon Services Incorporated
Enerfab Incorporated
Enerfab Power & Industrial Inc.
Energy & Process Corp
Energy Compliance Consultants LLC
Energy Control Incorporated
Energy Piping WV Incorporated
Energy Products Incorporated
Energy Solutions LLC
Enertech
Engine Systems Incorporated
Engineering Solutions LLC
Entergy Arkansas Incorporated
Entergy Louisiana LLC
Entergy Nuclear Operations
Entergy Operations Inc.
Entergy Services Incorporated
Enviance Incorporated
Environmental Comfort LLC
Environmental Express Incorporated
Environmental Inc.
Environmental Inc. - Midwest Lab
Environmental Resource Associates
Environmental Resources Mgmt Inc.
Environmental Systems Research
Environments 4 Business LLC
Enviroscience Incorporated
EP Public Info
Epic Incorporated
Epicor Incorporated
Equipco Sales & Rental Corporation
Equipment & Controls Inc.
Eric Leeds - Cnrb Member
ERM Consulting & Engineering Inc.
ESI Acquisition Inc
Estherlee Fence Company Inc.
E-Tank Ltd
Ethosenergy Power Plant Svcs LLC
Evans, Timothy P.
Evolution Markets Incorporated
Evoqua Water Technologies LLC
Excel Services Corporation
Executive Cleaners Limited

Exelon Corporation
Exelon Nuclear Generating Station
Exelon Powerlabs LLC
Exeltech Incorporated
Expansion Joint Systems
Expro Incorporated
F N Cuthbert Incorporated
Fab-Tec Industries Incorporated
Fairbanks Morse Engineer
Fairmont Supply Company
Fallproof Systems LLC
Famous Distribution Incorporated
Famous Enterprises Incorporated
Farley Company
Farmer, Samuel T.
Fastenal Company
Fastenation Incorporated
Fayette Parts Service Incorporated
FCX Performance / Simco Controls
FCX Performance Incorporated
Fenner Dunlop CSS Incorporated
Ferguson Enterprises Inc.
Ferguson Tire Service Company Inc.
Ferrellgas
Fiber Instrument Sales Incorporated
Fibrex Corporation
Fieldcrest Steel Corporation
Filtech Incorporated
Filtration Midwest Incorporated
Finishmaster Incorporated
Finley Fire Equipment Co Inc.
Fire Fighters Sales & Services
Fire Tech Incorporated
First Communications LLC
First Hospital Laboratories Inc.
First Quality Solutions
FIS Energy Systems Incorporated
Fisher Controls Co.
Fisher It Incorporated
Fisher Scientific Company
Fl Smidth Incorporated
Flexisupply Company
Flomin Coal Incorporated
Flow Control US Holding Corp/Emerso
Flow Dynamics Incorporated
Flowserve Corporation
Flowserve Pump Corporation
Flowserve US
Flowserve US Incorporated
FLR & Associates LLC
Flsmidth USA Inc
Fluid Flow Products Incorporated
Fluidraulics Incorporated
Fluke Electronics Corporation
Forberg Scientific Incorporated

Forberg Scientific of Ohio
Forney Corporation
Foster Wheeler Energy Corporation
Foster Wheeler Zack Incorporated
Fox & Dole Technical Sales
Fox, Jeffrey A.
Framatome Incorporated
Frames Pest Control Incorporated
Franklin Imaging
Frham Safety Products Incorporated
Fuel Tech Incorporated
Fuellgraf Chimney & Tower Inc.
G4S Secure Integration LLC
G4S Technology LLC
GAI Consultants Incorporated
GAI-Tronics Corporation
Galls LLC
GA-Ma & Associates Incorporated
Garcia Surveyors Inc.
Gardiner Service Company
Gardiner Trane
Gardner Denver Nash LLC
Garrett & Associates
Garver, Robert G.
GCA Nuclear Facilities Services Inc.
GCA Services Group of North
GE
GE Betz Incorporated
GE Capital Commercial Incorporated
GE Energy Parts Incorporated
GE Energy Services
GE International, Inc.
GE Mobile Water Incorporated
GE Reuter Stokes
GE Supply
GE-Hitachi Nuclear Energy
Gem Industrial Incorporated
Gem-Trim LLC
General Building Prod Incorporated
General Electric Company
General Electric Energy Services
General Electric Hitachi Nuclear
General Electric Industrial Systems
General Electric International Inc
General Engineering Lab
General Hydrogen Corporation
General Pest Control Company
General Physics Corporation
General Supply & Services Inc.
Genesys Telecommunications Labs
Gentry Partnership Incorporated
Geo Gradel Company
Geo V Hamilton Incorporated
Geocorp Industrial Controls Inc.
Georgia Power Company

Georgia Western Incorporated
Geosyntec Consultants Inc.
Giannantonio, Rick C.
Gilbert Consulting Services Inc.
Gilco Division
Gilles, Paul R.
Gilliam, Hope E.
Gilson Engineering Sales Inc.
GIW Industries Incorporated
Gladieux Lumber & Supply Co Inc.
Glass, Christopher
GLO Mark Systems Inc.
Global Access Control Systems Inc.
Global Dosimetry Solutions
Global Equipment Company Inc.
Global Nuclear Fuel
Global Standards LLC
Golightley, Robert M.
Gordon Lumber
Goss Supply Company Incorporated
Gotter, Lawrence D.
Grace Consulting Incorporated
Grace Services Incorporated
Grae-Con
Grae-Con Construction Incorporated
Grainger
Grainger Parts Operations
Grant Industrial Controls Inc.
Graphic Controls
Graphic Sciences
Graybar Electric Company Inc.
Great Lakes Petroleum
Great Lakes Rail Service Inc.
Green, Tod J.
Greene Township
Griffin
Griffing, David L.
Gross Electric Incorporated
Grunau Company Incorporated
Gruver, Daryl R.
GSB Process
Guidant Group Incorporated
Gutherman Technical Services
Guttman Energy Incorporated
Guttman Oil
Guttman Oil Company
H & B Mat Rental Incorporated
H E Lennon Incorporated
H E Neumann Company
H Poll Electric Co
H&B Mat Rental, Inc. / 0055121696
H3D Incorporated
Hach Company
Hach Ultra Analytics
Hall's Exclusive Courier Service Inc.

Halnon, Gregory H.
Halvorsen, John E.
Hamilton Associates Incorporated
Hamilton, David B.
Hand Held Products Incorporated
Hank Bloom Services Inc. Db
Harden, Paul A.
Harold Beck & Sons Incorporated
Harrington Industrial Plastics LLC
Harsco Corporation
Hartford Steam Boiler Inspectn and Insur Co
Hartigan, Daniel J.
Havalo, Daniel C.
Hayden and Company
Hayward Tyler Holding Incorporated
Hayward Tyler Incorporated
HD Supply Waterworks Ltd
Headwaters Resources Incorporated
Healey Fire Protection Incorporated
Heath, Jacob D.
Heatons Tire Shop Incorporated
Herc Rentals Incorporated
Heritage Clean
Heritage Crystal Clean LLC
Hero Family Partnership LLC
Hersh Packing and Rubber Co
Hertz Equipment Rental Corp
Hetrick, Thomas F.
Hewlett Packard Enterprise Company
High Trail Wind Farm LLC
Highland Tank & Manufacturing Co
Hilti Incorporated
Hiltz, Bernard C.
Hite, Justin H.
HLT Incorporated
Hoffman-Kane Distributors Inc.
Hogue, Tangel K.
Holian, James Oliver
Holmes, Michael R.
Holz, Charles
Honeywell International Inc.
Hovland, Robert C
Howard T. Moriarty Company Inc.
Howden Fan Company
Howden North America Incorporated
Hower, David J.
Hoya Optical Lab
Hoya Optical Labs of America Inc.
HP Inc.
Hudson Incentives International
Huey, Douglas B.
Hughes Supply Incorporated
Hughes-Primeau Controls Inc.
Huston Industrial Sales Company Inc.
Huston, Gayle M.

Hydroaire Service Incorporated
Hydrochem Industrial Services
Hydrochem LLC
Hyperspring LLC
Hy-Tech Machine Incorporated
Hytorc Wind LLC
I & C Sales Corporation
Iberdrola Renewables LLC
ICAP Energy LLC
ICD Holding Corporation
Ice Data LP
ICI Dulux Paint Centers
ICL-IP America Incorporated
Iddeal Concepts Incorporated
Ideal Electrical Supply Corporation
IDN Hardware Sales Incorporated
Igus Incorporated
Imaging & Sensing Technology Corp
Impact Environmental Services Inc.
IND Physical Cap
Independence Excavating Inc.
Indu Solar Holdings LLC
Industrial Analytics Corporation
Industrial Commercial Elevator
Industrial Fiberglass Specialties
Industrial First Incorporated
Industrial Products LLC
Industrial Safety Products Inc.
Industrial Sales and Service
Industrial Scientific Corporation
Industrial Supply Company
Industrial Technical Sales &
Industrial Utility Sales
Industrial Valves & Fitting Inc.
Industry Terminal & Salvage Co
Infrashield Inc.
Ingersoll Rand Company
Ingram Barge Company
Innovative Industrial Solutions
Innovative Organizational Systems
Innovative Technologies International / 0055125094
Institute of Nuclear Power Ops
Integrated Power Services LLC
Integrated Power Sources Inc.
Integrated Security Corporation
Integrity Print Solutions Inc.
Intek Incorporated
Intellectual Property Enterprises L
Intercontinental Exchange Inc.
Interlab
International Conveyor & Rubber LLC
International Quality Consultants
International Sulphur Incorporated
International Systems of America LI
Interquest Northwest Incorporated

Intertek USA Incorporated
Intrasystems Consulting .Com LLC
IPS Electromec
Iron Mountain
ISN Software Corporation
ITT Industries
ITW Devcon Futura Coatings
J & J Enterprises Incorporated
J & L Professional Sales Inc.
J A Hansen Company
J A N Services Industries
J C Ehrlich Company Incorporated
J F Good Supply
J&L Septic
J. M. Yoe, LLC
Jackson-Hirsh Incorporated
Jaix Leasing Company
Jay Industrial Controls LLC
Jensen Hughes Incorporated
Jett
Jewell, Stephen E.
JNT Technical Services Incorporated
John Crane Incorporated
Johnson Controls Incorporated
Johnson Equipment Company
Johnson, Michael L.
Johnston Pump Company
Johnstone Supply Incorporated
Jones & Henry Laboratories Inc.
Joseph J Brunner Incorporated
Joseph Y Stuart and Associates LLC
K M Sanford Co Incorporated
Kahn & Company Incorporated
Kalsi Engineering Incorporated
Kano Laboratories Incorporated
Kapernick, Jeffrey R.
Kaufman Container Company
Kaufman, Gary G.
Kellermeyer
Kellermeyer Bergensons Services LLC
Kelley Industrial Sales Inc.
Kelly, James B.
Kendall Electric Incorporated
Kennedy Industries Incorporated
Kerneos Incorporated
Kerry Company Incorporated
Kiemle-Hankins Co
Kiesler Police Supply Incorporated
Kinometrics Incorporated
Kinneer, Kyle J.
Kleinschmidt Associates
Kmiecik, Thomas J
Knickerbocker Russell Company Inc.
Ko, Jonathan J.
Kohrman Jackson & Krantz

Komline-Sanderson Corporation
 Konecranes Incorporated
 Konecranes Nuclear Equipment
 Konica Minolta Business Solutions
 Kooltronic Incorporated
 Kraft Fluid Systems Incorporated
 Krayn Wind LLC Tas# 550308
 Kremer, Brian D.
 Kruman Equipment Company
 KTA Tator Incorporated
 Kuhlman Concrete Corp / 55124665
 Kuhlman Construction Prod
 Kuhlman Corporation
 Kuniak DO, Michael P.
 Kuntz, Marc D.
 Kurt's BP Incorporated
 Laboratory Services a Division of
 Laird, Charles G.
 Lake Business Products
 Lake County Telecommunications
 Lakehead Incorporated
 Landfeld Phd PC, Ralph E.
 Lands' End Corporate Sales
 Lanier Consulting LLC
 Laracorp Inc
 Lashley, Phil H.
 Launder (Eberline Services, Thermo Nutech)
 Law Enforcement Targets Inc.
 LBP Leasing Incorporated
 LCDU
 LDC Funding LLC DbA
 Lee Supply Company Incorporated
 LEM Products Incorporated
 Lennon Fluid Systems LLC
 Lentz, Thomas A.
 Lenzner Coach Lines
 Level One LLC
 Lewis-Goetz and Company Inc.
 Lieb, Daniel J.
 Lifting Gear Hire Corporation
 Lights Camera Action LLC
 Linde Gas LLC
 Linde Gas USA LLC
 Liquidmetal Coatings Solutions LLC
 Lisega Incorporated
 Lisowski, Jason J
 Lopez Md, Francisco
 Louis Allis
 Lowe's Credit Services
 Luckey Farmers Incorporated
 Ludeca Incorporated
 Lunar Services LLC
 LVR Incorporated
 M L Ball Company Incorporated
 M S Jacobs & Associates Inc.
 M,artin, Thomas T.
 M.A.W.G. Incorporated
 M.E.S.O. Incorporated
 Macquarie Energy LLC
 Mader Machine Company Inc.
 Magesco Incorporated
 Magnetech Industrial Services Inc.
 Magnum Coal Company
 Magotteaux Incorporated
 Maintenance Equipment & Chemicals
 Maintenance Systems of Northern Ohio, Inc. /
 55125073
 Mangan, Lawrence A.
 Manhattan Telecommunications Corp D
 Mansfield Maintenance Incorporated
 Manufacturers Education Council Inc
 Marathon Petroleum Company LP
 Marchant Enterprises Incorporated
 Marion Hill Associates Incorporated
 Marko, John R.
 Marmon Wire & Cable Incorporated
 Maryland Solar Holdings Inc
 Mascaro Construction Company LP
 Masterflo Pump Incorporated
 Master-Lee Engineered Products Inc.
 Maumee Plumbing & Heating
 Maxcom Incorporated
 Maxim Crane Works LP
 Mayer Pollock Steel Corporation
 Mazzella Wire Rope & Sling Company
 Mccabe Corporation
 Mccarl's Incorporated
 Mcclymonds Supply & Transit
 Mccrary, Thomas J.
 Mccreary, Dave M.
 Mccutcheon Enterprises Incorporated
 Mcguire, Jeffrey G.
 Mcguire, Lori L.
 Mckeel Garage
 Mcmaster Carr Supply Company
 Meadville
 Meadville Land Service Incorporated
 Mechanical & Ceramic Solutions Inc.
 Mechanical Dynamics & Analysis Ltd
 Mechanical Systems Incorporated
 Mechtell Incorporated
 Medtox Laboratories Incorporated
 Meier Transmission Ltd
 Mellody, James G.
 Memorial Hospital
 Mercer, Stephen M.
 Mestek Incorporated
 Met One Instruments Incorporated
 Metals Incorporated
 Metals USA Plates & Shapes Ne LP

Metaltech Steel Company LLC
Metlife
Metso Automation Inc. USA
Metso Minerals Industries Inc.
Mettler-Toledo International Inc.
Meyersdale Windpower LLC
MFC LLC Ptr
Michael D Johnson Bond Moving &
Michael, Gregory L.
Micro Motion Incorporated
Micronics Filtration LLC
Midcontinent Independent System Operator
Incorporated
Midland Water Supply
Midwest Industrial Supply Inc.
Mike Pusateri Excavating Inc.
Miles Data Technologies LLC
Millcraft Paper Company
Miller & Company Portable Toilet Sv
Miller and Company
Miller Pipetech
Miller Wire & Cable
Miller-Stephenson Chemical Co Inc.
Millipore Corporation
Milton Roy Company
Mingus, Cris S.
Miranda, Jeffrey
Mirion Technologies
Mirion Technologies (GDS) Inc.
Mirion Technologies (Imaging) LLC
Mississippi Lime Company
Mitsubishi Hitachi Power Systems
Mobile Medical Corporation
Mobile Mini Incorporated
Modern Auto & Truck Parts LLC
Mohamed, Mohamed F.
Molecular Repair Systems Inc.
Moore Industries Incorporated
Moore Medical Corporation
Moore, Terry D
Morgan Schaffer Incorporated
Morgan Services Incorporated
Morgan Stanley Capital Group Inc.
Morrison, Dale R.
Morton Salt Incorporated
Mosaic Crop Nutrition LLC
Motion Industries Incorporated
Mould's Landscaping
Mountaineer Park Incorporated
Mouser Electronics
MPR Associates Incorporated
MPW Industrial Services Group Inc.
MPW Industrial Water Services Inc.
Mr John of Pittsburgh
MSA

MSC
MSC Industrial Supply Co Inc.
Mueller Jr, Anthony E.
Muller, Sherry L.
Munksgard's Auto Repair
Murray American River Towing Inc.
Murray Sheet Metal Company Inc.
MWH/Stantec
Myers & Co Incorporated
Mykin Incorporated
Nadine Corporation
NAES Corporation
NAES Power Contractors
Nagle Pumps Incorporated
Nalco
Nalco Chemical Company
Nalco Company LLC
Namco Controls
Napa Auto Parts
National Colloid Company
National Gypsum
National Heat Exchange Cleaning
National Lubricating Products Co
National Technical Systems
Naylor, Thomas J.
NCS Corporation
Neff, James L.
Nelson, Keith J.
Netco Incorporated
New Pig Corporation
Newark Corporation
Newark Electronics
Newgreen Legacy Services, Inc.
Nextera Energy Capital Holdings Inc.
NF Mansuetto & Sons Incorporated
NGC
Nightwine Valves & Actuation
Nine Mile Point Nuclear Station
Noble, Douglas L.
Non Profit Emergency Service Of
Norgaard, Philip C.
North American Contract
North American Energy / 0055123910
North Coast Container Corporation
North Coast Instruments
North Penn Pipe & Supply Inc.
North Shore Pump & Equipment Company
Northeast Filter & Equipment Co
Northeast Ohio Natural Gas
Northeast Ohio Regional
Northeast Parts Group LLC
Northern Panhandle Pipe & Supply
Northern Tool & Equipment Company
Northwood Door
Nova Machine Products Incorporated

NRC
 NSF International Strategic
 NTS Technical Systems
 Nuclear Energy Consultants Inc.
 Nuclear Energy Institute
 Nuclear Information Technology
 Nuclear Logistics Incorporated
 Nuclear Management Company LLC
 Nuclear Power Outfitters LLC
 Nuclear Security Services Corp
 Nucon International Incorporated
 NUS Instruments
 NWS Technologies LLC
 NWT Corporation
 Oak Harbor Auto Parts Company Inc.
 OCE North America Incorporated
 Office Depot Incorporated
 Office Max
 Ohio Cat
 Ohio Fire Shield Incorporated
 Ohio Gratings Incorporated
 Ohio Machinery Company
 Ohio Paving & Construction Co Inc.
 Ohio Transmission Corporation
 Ohio Valley General Hospital
 Ohio Valley Industrial Services
 Ohio-West Virginia Excavating
 Omega Engineering Incorporated
 Ontko, John K.
 Open Access Technology Int. (Oati)
 Oprean, Jeffrey E.
 Orbital Engineering Incorporated
 Orkin Incorporated
 OSI Software Inc. / 55123506
 Osting, Steven J.
 Oxbow Carbon & Minerals Inc.
 Pace Analytical Services Incorporated
 Pace, Danny L.
 Pacer Service Center
 Pacific Rim Capital Incorporated
 Pac-Van Trailers / 0055125455
 Pajarito Scientific Corporation
 Paladin Protective Systems Inc.
 Palisade Corporation
 Pall Corporation
 Pall Filtration & Separations
 Pall Power Generation Div
 Pall Trincor
 Palmer Instruments Incorporated
 Panhandle Cleaning and Restoration
 Papa, Brandon M.
 Papco Industries Incorporated
 Par Systems Incorporated
 Paragon Energy Solutions LLC
 Parker Hannifin Corporation
 Patent Construction Systems
 PCI Promatec Contracting Inc
 Pemco Design Service Incorporated
 Pena-Plas Company
 Penn Power
 Pennsylvania Controls Company LLC
 Pennsylvania Crusher Corporation
 Pennsylvania Tool Sales & Service
 Pennwest Industrial Trucks LLC
 Penstan Supply
 Perkin Elmer LLC Incorporated
 Perko, Deborah M.
 Petrochoice Holdings Incorporated
 Petroleum Systems Incorporated
 Petroleum Traders Corporation
 Petroliance LLC
 Philadelphia Tramrail Company
 Philip Services Corp
 Phoenix Partners LLC
 Pick Heaters Incorporated
 Pinguino Shop.Com
 Pipelines Incorporated
 Pittsburgh Fluid Systems LLC
 Pittsburgh Trane Parts Center
 Pittsburgh Valve & Fitting Company
 PJM Settlement Inc.
 PKMJ Inc.
 PKMJ Technical Services Inc.
 Planet Forward Energy Solutions LLC
 Plesh Industries Incorporated
 Plymale, Scott T.
 PNC Equipment Finance, LLC
 PNCEF LLC
 Point Security Incorporated
 Polycom
 Pontoon Solutions Incorporated
 Pooled Equipment Inventory Company
 Pooled Inventory Equipment Co
 Portersville Prd LLC
 Portersville Valve Company
 Potter Volunteer Fire Dept.
 Powell Electrical Systems Inc.
 Power & Industrial Services Corp
 Power Plus International
 Power System Sentinel Tech LLC
 Power Tools Sales & Service Inc.
 PPG Architectural Finishes Inc.
 Praxair Distribution Incorporated
 Precision Sign & Awning
 Preiser Scientific
 Premier Safety & Service Inc.
 Presray Corporation
 Prime National Steel Corp
 Process Engineering & Equipment Co
 Process Instruments Incorporated

Process Kana Incorporated
Process Pump & Seal Incorporated
Process Solutions Incorporated
Proco Products Incorporated
Producers Associates Incorporated
Professional Electric Products Co
Professional Training Assoc. Inc.
Proftech LLC
Progress Rail Services Corporation
Providence Fire Protection Inc.
PSC Holdings Incorporated
PSC Industrial Holdings Corporation
Pump Pros Incorporated
Pump Repair Specialist Incorporated
Purolite Company
PVS Chemical Solutions Incorporated
PVS Minibulk Inc.
PWR Rp/Alara Association
Pycro LLC
Pytash Tractor Sales Incorporated
QSE Consulting LLC
Qualitrol Company LLC
Quality Code Consulting &
Qualtech NP
Quest Diagnostics Incorporated
R & J Trucking
R C E Heat Exchangers LLC
R E Dupill & Associates Ltd
R E Warner & Associates Inc.
R E Yates Electric Incorporated
R J Lang Sales Incorporated
R L Deppmann Company
R S Hughes Company Incorporated
R W Sidley Incorporated
Radcal Corporation
Rader, Lorraine M.
Radiological Solutions Incorporated
Rail Scale Incorporated
Railinc Corporation
Rain for Rent Detroit
Rakes Flooring Incorporated
Rawdon Myers Incorporated
Rawhide Firehose LLC
Ray, Jonathon T.
Raymond, Thomas J.
REA Plastik Tech GmbH
Reco Equipment Incorporated
Red Wing Brands of America Inc.
Redlon & Johnson
Reed Oil Company
Reese Tool & Supply
Reeves, Douglas C.
Refrigeration Sales Corporation
Renaissance Capital Alliance LLC
Renewal Parts Maintenance Inc.

Reno Bros.
Retaqs Incorporated
Reuter Stokes Inc./GE Energy
Reuter-Stokes LLC
Rexel Incorporated
Rice Electric Company
Richards, William A.
Richeson, Eric E.
Richmond Engineering Works LLC
Richmond Mill Incorporated
Richwood
Ridge Machine & Welding Company
Ritter Technology LLC
Ritzman, Robin A.
RJ Stacey Ltd
RM Benney Technical Sales Inc.
Roban Incorporated
Robert Blevins
Robert Half International Inc.
Robert James Sales Incorporated
Roberts, Raymond J.
Robinson Fans
Robinson Fans Service Inc.
Robinson Industries, Inc.
Robinson, Robert
Rockbestos
Rocker, Erica M.
Rohm and Haas Company
Rolls-Royce
Rolls-Royce Nuclear Field Svcs Inc.
Romar Equipment Incorporated
Roney, Paul J
Rose Reinbrecht, Tracey
Rosemount Analytical Incorporated
Rosemount Incorporated
Rosemount Nuclear Instruments Inc.
Rotating Equipment Repair
Rotating Equipment Services
Roth Bros Incorporated
ROV Technologies Incorporated
RPS Composites Incorporated
R-S Matco Incorporated
RTF Consulting Incorporated
Rudolph Libbe Incorporated
Russell Reed Contracting Inc.
S & P Alliance Inc. / 0055116520
S & S Machine & Fab LLC
S Group Incorporated
S&P Global/fka McGraw Hill Financial
Safariland LLC / 0055122424
Safe Fire Detection Inc.
Safety-Kleen Systems Incorporated
Sager, Cary R.
Saltz, Douglas C.
Samuel J. Collins (Consulting)

Sandy Brae Laboratories Inc.
 Sargent & Lundy LLC
 SAS Institute Incorporated
 Satcom Distribution Incorporated
 Satellite Shelters Incorporated
 Sawtschenko, Steve
 Schindler Elevator Corporation
 Schmidt Industries
 Schneider Electric Systems USA Inc.
 Schudel, Jeremy M.
 Schutte & Koerting Acquisition Co
 Schutte Md, Norbert P.
 Schweitzer Engineering Lab Inc.
 Scientech A Division of Curtiss
 Scientech Business Unit of Curtiss
 Scott Machine Development Corp
 Scott Specialty Gases
 SCR Tech
 Screening Systems International Inc.
 Sealing Specialists & Service Co
 Seaway Scaffold & Equipment Co
 Securitas Critical Infrast Svcs Inc.
 Securitas Security Services USA, Inc.
 Sensidyne LP
 Sentry Equipment Corporation
 Sepco PA Incorporated
 Serveron Corporation
 Service Station Equpt Co Inc.
 Servo Kinetics Incorporated
 Seton Identification Products
 SGS Herguth Laboratories
 Shadowtech Labs
 Shamrock Cleaners / 0055123718
 Shamrock Gear Restoration LLC
 Shamrock Hose & Fittings Inc.
 Shannon Optical Company Inc.
 Shay, Nikolas
 Sherwin Williams
 Shi International Corporation
 Shippingport Boro
 Sholtis, Philip G.
 Sid Tool Company Incorporated
 Siemens Demag Delaval
 Siemens Energy
 Siemens Energy & Automation
 Siemens Energy Incorporated
 Siemens Government Technologies Inc.
 Siemens Industry Incorporated
 Sigma Incorporated
 Sigma-Aldrich Incorporated
 Simco Controls
 Simmers Crane Design & Services
 SimplexGrinnell LP
 Simpson Reinforcing Incorporated
 Sines Incorporated
 SKM Systems Analysis Incorporated
 Smartsolution Technologies LP
 Smith Instruments
 Sofis Company Incorporated
 Sol Systems LLC
 Solomon Diving Incorporated
 Solvay Chemicals Incorporated
 Sor Incorporated
 Sottile Enterprises
 South Bend Med Foundation Inc.
 South Carolina Electric And Gas Co
 Southern Nuclear Operations Co
 Southern Parts & Engineering Co
 Southwest Solutions Group Inc.
 Spada, Brian
 Speakerbus Incorporated
 Spirit Services
 SPL Houston Laboratory
 Spraying Systems Company
 SPX Flow Incorporated
 SPX Heat Transfer LLC
 SPX Process Equipment
 SPX Valves and Controls
 Square D Company
 St. Charles Mercy Health Foundation
 Standard Environmental Products
 Stansley Industries Incorporated
 Stantec Consulting Services Inc.
 Starbeam Lighting LLC
 State of Ohio
 State of Ohio Treasurer
 Steam Turbine Alternative Resources
 Steed, Timothy F.
 Steelcon LLC
 Stein Incorporated
 Sterling Infosystems Incorporated
 Stevenson & Associates
 Stiles Marine & Maintenance Inc.
 Stock Equipment Company Inc.
 Stoneco Incorporated
 STP Nuclear Operating Company
 Strayco Incorporated
 Stress Center
 Structural Integrity Associates Inc.
 Structural Preservation
 Structural Preservation Systems LLC
 Studer Industrial Tool Incorporated
 Studsvik Scandpower Incorporated
 Sub-Aquatics Incorporated
 Suez Treatment Solutions Incorporated
 Suez Water Technologies & Solutions
 Sulzer Pump Company
 Sulzer Pumps (US) Incorporated
 Summers Acquisition Corporation
 Summers Rubber Company

Summit Advantage LLC
Sunbelt Rentals Incorporated
Sunray Electric Supply Company
Sup R Die Incorporated
Superior Uniform Sales Incorporated
Supreme Lawn Care LLC
Systems & Software Incorporated
Syzygy Group Incorporated
Szymanski, Erik J.
T & L Ferguson Incorporated
Tampa Armature Works Incorporated
Tangent Energy Solutions Inc.
Target Rock Corporation
Taylor, Eric N.
Team Incorporated
Team Industrial Services Inc.
Techniquip Incorporated
Technology for Energy Corporation
Tekran Instruments Corporation
Teledyne Lecroy Incorporated
Telanguage Inc.
Telvent USA Holdings LLC
Tennant Sales and Service Company
Tensile Testing
Terrascience Systems Ltd
Tess-Com Incorporated
Testamerica Laboratories Inc.
Testex Incorporated
TFS Energy Futures LLC
The 84 Group Incorporated
The A G Mauro Company
The Atlantic Group
The Andersons Incorporated
The Atlantic Group Incorporated
The Babcock & Wilcox Company
The Beaver Excavating Company
The Charles E. Phipps Company
The DS Brown Company
The Gordon Lumber Company
The H. Leff Electric Company
The Hartford Steam Boiler
The Mcaulay Smith Firm Ltd.
The National Board
The Newdell Company
The Paquin Company
The Receivable Management Svc Corp
The UX Consulting Company LLC
The Voto Manufacturers Sales Co
The Wilson Bohannan Company
Thermo Eberline LLC
Thermo Electron
Thermo Electron North America LLC
Thermo Environmental Instruments
Thermo Fisher Scientific
Thermo Orion Incorporated

Thompson, Robert E.
Tiffin Loader Crane / 0055125205
Tiger Direct Incorporated
Timco Marine
Tioga Pipe Supply Company Inc.
Tobey-Karg Service Agency Inc.
Toledo Building Services
Toledo Elevator & Machine Company
Toledo Optical Lab Incorporated
Toledo Trane Service Inc.
Tomlin Toledo Company
Tool Sales & Service Co
Top-Notch Janitorial Services
Total Energy Systems Technology
Total Equipment Company
Townley Manufacturing Company
TPC Wire & Cable Corporation
Traichal Construction Company Inc.
Trane Us Incorporated
Trans US Corporation
Trans Union LLC
Transcat Incorporated
Transcat Metermaster
Transco Products Incorporated
Transcon Industrial Service Inc.
Travelstea
Trentec Incorporated
Tri County Tire Incorporated
Tri Nuclear Corporation
Tri State Hose & Supply
Tricor Industrial Incorporated
Triple Tech Incorporated
Tri-State Hydraulics Incorporated
Tri-State Industrial Solutions Inc.
Tri-State Supply Company Inc.
Tri-State Technical Sales Corp
Tri-State Waters
True North Consulting LLC
Trumbull Industries Incorporated
Trust Manufacturing LLC
TSI Incorporated
Tuckody Enterprises LLC
Tuff Greens LLC
Tullett Prebon Americas Corp
Turbine Marine Incorporated
Turbine Services Incorporated
Tyco Electronics Corporation
Tyco Valves & Controls LP
TY-Flot Incorporated
U S Safety Depot
Uline Incorporated
Underwater Construction Corporation
Unex Corporation
Unifirst Corporation
Unistructural Support Systems Ltd

Unitech Services Group Incorporated
United Air Specialists Incorporated
United Conveyor Corporation
United Conveyor Supply Company
United Rentals
United Rentals Incorporated
United Rentals North America Inc.
United Roofing & Sheet Metal
United States Plastic Corporation
Univar USA Incorporated
Universal Analyzers Incorporated
URS Corporation
Utilities Service Alliance Inc.
V O George Company
Valley Industrial
Valley Industrial Trucks Inc.
Valley Steel Service Incorporated
Valvtechnologies Incorporated
Velan Valve Corporation
Ventfabrics Incorporated
Verso Quinnesec LLC
V-F Controls
VHG Labs Incorporated
Viking Supply Net
Virginia Electric & Power Company
Vivid Learning Systems Incorporated
Vnetek Communications LLC
VWR Funding Incorporated
VWR Scientific
VXI Global Solutions Incorporated
W A Hammond Drierite Company
W R Meyers Co Incorporated
Wageworks Incorporated
Walgreen Company
Walleman, Brian F.
Walsh Valve & Specialty Company
Walter Gogel Company Inc
Waltron LLC
Warehouse Rack & Shelf LLC
Warren Door
Waste Management National Services
Waste Management of Ohio / 0055123805
Waste Management Strategic
Waterways Association of Pittsburgh
Weaver, Leonard W.
Weavertown
Weavertown Environmental Group
Weavertown Transport Leasing Inc
Weber Electric Supply Incorporated
Webert, Adam A.
Wectec Global Project Services Inc

Weed Instr Co Inc dba Ultra Electro
Weichert Workforce Mobility Inc
Weingarten, Andy dba Weingarten Weather
Consulting
Weir International Inc.
Weir Slurry Group Inc. dba Weir
Weir Valves And Controls USA Inc.
Weiss Acquisition LLC
Weldstar Company
Welltower Incorporated
Wender IV, Samuel A.
Wesco Distribution Incorporated
West View Cunningham Company Inc.
Westech
Westech Engineering Incorporated
Western Oilfields Supply Company
Westinghouse Electric Company
Westinghouse Electric Company LLC
Westinghouse Electric Corp
Westinghouse Electric Supply
Westwind Group, Inc.
Wetmore Specialized Plumbing Svcs I
Whitehouse Artisian Springs
Wilcosky, Raymond J.
Wiles, Richard M.
Wiley, Jason A.
William Powell Valve Company
Williams Scotsman Incorporated
Wingate Alloys Incorporated
Winston & Strawn
Witmer Associates Incorporated
Witmer Public Safety Group Inc.
WMG Incorporated
Wolcott Water Systems Incorporated
Woodville Road Surplus Incorporated
Workplace Consultants LLC
Worksite Medical
Wright Industrial Supply Inc.
Wright Water & Waste LLC
Wyle Laboratories Incorporated
Xylem Dewatering Solutions Inc.
Yokogawa Corp of America
Young, Brian D.
Young's Floor Covering &
Youngstown Barrel & Drum Company
Youngstown Hearing & Speech Ctr.
Youngstown Pipe & Steel LLC
Zalesny, Sean A.
Zempleo Incorporated

5% Equity Holders

FirstEnergy Corp.
FirstEnergy Solutions Corp.

FirstEnergy Generation, LLC

Known 5% Equity Holders and Certain Other Equity Holders of First Energy Corp.

BlackRock, Inc.
BRC Special Situations III LLC (Bluescape Group Investor)
Cheyne Walk Investment Pte. Ltd.
Cove Key Management, Lp, Asset Management
Elliott Associates, L.P.
Elliott International Capital Advisors Inc.
Elliott Management Corporation
GIC Pte. Ltd.
Green Century Capital Management, Inc.
LS Power Equity Partners
Permian Investments S.à.r.l.
State Street Global Advisors, Inc.
T. Rowe Price Associates, Inc.
The Vanguard Group, Inc.
Zimmer Partners, LP

Other Professionals

Alston & Bird LLP
American Arbitration Association
Babst, Calland, Clements and Zomnir, P.C.
Benesch, Friedlander, Coplan & Aronoff LLP
Black McCuskey
Brown Williams Moorhead & Quinn Inc.
Calfee Halter & Griswold LLP
Carpenter Mccadden & Lane LLP
Civil & Environmental Consultants
CRA International Incorporated
CT Corporation
D4 LLC
Davis Wright Tremaine LLP
Deloitte & Touche LLP
Economists Incorporated
Gibson Dunn & Crutcher LLP
Giffen & Kaminsky LLC
Greenberg Traurig LLP
Harrington Hoppe & Mitchell Ltd
HBR Consulting LLC
Hepler Broom LLC
Hunton & Williams LLP
J E Ciechanowich Incorporated
Jackson Kelly PLLC
Jeffrey S Levine (Energy Data, LLC)
Law Firm of Russell R Johnson III
Law Office of Kathy Kolich

Marnen Mioduszewski Bordonaro Wagner & Sinnott,
LLC
Mcdermott Will & Emery LLP
Mololamken LLP
Morgan Lewis & Bockius LLP
Navigant Consulting Incorporated
Penny Legal Group LLC
Penny Legal LLC
Persun & Hamlin PC
Philip Elwell Troy, Esq.
Porter Wright Morris & Arthur LLP
Post & Schell PC
Powergem LLC
Quanta Technology LLC
Rawle & Henderson LLP
Roetzel & Andress, LPA
Ross Brittain & Schonberg Co LPA
Scanlon Howley & Doherty PC
Skadden Arps Slate Meagher & Flom LLP and
Affiliates
Sustainability Funding Alliance
The Levicoff Law Firm
Tucker Arensbert PC
Van Ness Feldman LLP
Wilkinson Barker Knauer LLP

Significant Competitors

AEP Energy
Aspen Energy
Calpine Corporation
Constellation NewEnergy
Crius Energy LLC
Direct Energy
Dynergy Inc.
EDF Energy Services, LLC
Energy Capital Partners III LLC
ENGIE
Exelon Generating Company, LLC
Green Mountain Energy
Integrus
Interstate Gas Supply, Inc.
LS Power Equity Advisors, LLC
NextEra Energy Resources Acquisitions LLC
PSEG Services Corporation
Riverstone Investment Group LLC
Spark Energy, Inc.
Vistra Energy Corp.

Top 50 Creditors

Areva Incorporated
Babcock & Brown Wind Portfolio LLC
BNSF Railway Company
BP Energy Company
Brand Energy Svcs LLC a Div of Brand
Commerzbank AG
CSX Transportation, Inc.
Day & Zimmermann NPS
Enerfab Power & Industrial Inc.
Energysolutions LLC
General Electric International Inc.
Grabnar, John J.
High Trail Wind Farm LLC
Manoleras, Mark A.
Midcontinent Independent System
NAES Corporation
Norfolk Southern Corporation
PKMJ Technical Services Inc.
Rinckel, Jeannie M.
The Atlantic Group
The Bank of New York Mellon Trust Company, N.A.
U S Nuclear Regulatory Commission
Westech Engineering Incorporated
Westinghouse Electric Corp.
Wilmington Savings Fund Society, FSB

Utilities

American Electric Power Company
American Waste Management
AT&T
Borough of Shippingport
Carroll Water & Sewer Dist.
City of Ashtabula
City of Chester
City of Lorain Utilities Dept.
City of Oregon
City of Painesville Utilities
Comcast
Division of Water City of Cleveland
Dominion East Ohio Gas Company
Duquesne Light Company
First Communications LLC
Frontier North Incorporated
Hancock County PSD
Hess Corporation
Joseph Brunner Incorporated
Lake County Dept. of Utilities
LDC Funding LLC
Manhattan Telecommunications Corp.
Met Ed (Electric)
Metropolitan Edison Company
Midland Water Authority

Monongahela Power Company
Northeast Ohio Natural Gas
Northeast Ohio Regional
Ohio Edison Company
Pennsylvania Power Company
Republic Waste Services Inc.
The Cleveland Electric Illuminating Company
The Ohio Bell Telephone Company
The Toledo Edison Company
Time Warner Cable Enterprises LLC
Verizon
Village of Stratton
Waste Management Strategic Accounts, Inc.
Windstream Corporation

SCHEDULE 2
Former Clients¹

AGT Services
Amec Foster Wheeler Environment &
Infrastructure Incorporated
Amec Foster Wheeler North America
American Arbitration Association
Argus Group Holdings LLC
BASF Building Systems LLC
Beckman Coulter Incorporated
Commerzbank AG
Dresser Rand
Dresser Rand Services Div.
E*Trade Securities LLC
Edison International
Foster Wheeler Energy Corporation
Foster Wheeler Zack Incorporated
Goodyear Tire & Rubber Company
Mitsubishi Hitachi Power Systems
MSA

National Financial Services LLC
Norfolk Southern Corporation
NTS Technical Systems
S&P Global/fka McGraw Hill Financial
Satcom Distribution Incorporated
Siemens Demag Delaval
Siemens Energy
Siemens Energy & Automation
Siemens Energy Incorporated
Siemens Government Technologies Inc.
Siemens Industry Incorporated
Suez
Suez Treatment Solutions Incorporated
Suez Water Technologies & Solutions
Union Bank/Bank of Tokyo Mitsubishi
US Bank Trust National Association
Waste Management National Services
Waste Management of Ohio
Waste Management Strategic

¹ Willkie Farr has in the past five (5) years represented the Potential Parties in Interest or their affiliates listed on this Schedule 1. In certain instances, the precise identity of the Potential Parties in Interest was not readily ascertainable (e.g., only the trade name or a portion thereof was known). In these circumstances, Willkie Farr has assumed, for purposes of this schedule only, that such Potential Party in Interest includes all affiliates bearing a similar name unless such party was believed by Willkie Farr to be unrelated. The stated relationship to the Debtors is based upon information and belief.

SCHEDULE 3
Current Clients or Open Matters¹

3M Company	BB&T Equipment Finance Corp.
ACE Bermuda Ins. Ltd./AON Bermuda	BB&T Securities, LLC
ACE Group Holdings Inc.	BBVA
ACE INA Group	Bechtel
AIG Financial Lines Claims	Bechtel Power Corporation
Air Products & Chemicals Inc.	Berkshire Hathaway Specialty Insurance Company
Airgas Great Lakes Incorporated	BlackRock, Inc.
Airgas Incorporated	Blackstone Management Partners LLC
Airgas Strategic Accounts	Blaylock Robert Van LLC
AlixPartners	BMO Harris Bank NA/Trust
AllianceBernstein L.P.	BNP Paribas
Allied World Assurance Company/AON Bermuda	BNP Paribas Securities Corp.
Allstate Insurance Company	BNP Paribas, New York Branch
American International Group, Inc.	BP Energy Company
Aon Finance Services Group	BRC Special Situations III LLC (Bluescape Group Investor)
Aon Premium Finance, LLC	Brown Brothers Harriman & Co.
AON Risk Services Northeast, Inc.	C & D Technologies Incorporated
Aon Risk Services, Inc. of Florida	Calpine Corporation
Aon UK Limited	Capital Research and Management Company
Apex Clearing Corporation	CGI International LLC
Arch Ins. Bermuda Ltd./AON Bermuda	Charles Schwab & Co., Inc.
Arch Insurance Company	CIBC
Areva Incorporated	Cintas Corporation
Areva NP Inc.	Citibank
Areva Nuclear Materials LLC	Citibank NA
Aspen Specialty Insurance Company	Citibank, N.A.
AXIS Insurance Company	Citicorp Railmark, Inc.
Baker Hughes A GE Company LLC	Citigroup Energy Inc.
Banc of America Leasing & Capital, LLC	Citigroup Energy Inc.
Banc of America Securities LLC	Citigroup Global Markets Inc.
Bank of America	Citigroup Inc.
Bank of America Corp.	Comcast
Bank of America NA	Comcast Cable
Bank of New York Mellon	Comcast of California/Pennsylvania
Bank of Nova Scotia	Credit Agricole
Barclays Bank	
Barclays Bank PLC	

¹ In certain instances the precise identity of the Potential Party in Interest was not readily ascertainable (e.g., only the trade name or a portion thereof was known). Solely for purposes of this Declaration, such party was treated as including affiliates and/or other entities bearing a similar name unless such Potential Party in Interest was believed by Willkie Farr to be unrelated.

Credit Agricole and Investment Bank/NY
Credit Suisse
Crius Energy LLC
Deutsche Bank AG New York Branch
District of Columbia
Eaton Corporation
Elliott Associates, L.P.
Elliott International Capital Advisors Inc.
Elliott Management Corporation
Endurance American Insurance Company
Engie
Exelon Corporation
Exelon Generating Company, LLC
Exelon Nuclear Generating Station
Exelon Powerlabs LLC
Fidelity Management and Research
Company
Fidelity Investments Money Management
Inc.
Fisher Scientific Company
GE Analytical Instruments Inc.
GE Betz Incorporated
GE Capital Commercial Inc.
GE Capital Commercial Incorporated
GE Capital Fleet Services
GE Energy
GE Energy Control Solutions Inc.
GE Energy Parts Incorporated
GE Grid Solutions LLC
GE Industrial Solutions
GE Infrastructure Sensing Inc.
GE Inspection Technologies LP
GE Intelligent Platforms Inc.
GE International
GE Mobile Water Incorporated
GE Supply
GE-Hitachi Nuclear Energy
General Electric Company
General Electric Energy Control
General Electric Hitachi Nuclear
General Electric Industrial Systems
General Electric International Inc.
General Electric Railcar Services
Corporation
GLC Advisors & Co., LLC

Goldman Sachs
Goldman Sachs Bank USA
Griffin
Guggenheim
Heritage Clean
Heritage Crystal Clean LLC
Hess Corporation
Intercontinental Exchange Inc.
ITT Industries
Jones Day
Jefferies LLC
JP Morgan Chase
JP Morgan Chase Bank NA
JP Morgan Securities
JPMorgan Chase Bank, National
Association
KPMG LLP
Lazard
Lazard Freres & Co. LLC
Liberty Mutual Insurance Company
Liberty Mutual Management (Bermuda) Ltd.
Lord, Abbett & Co.
LPL Financial Corporation
LS Power Equity Advisors, LLC
LS Power Equity Partners
Marsh LLC
Metlife
Moelis & Company
Morgan Stanley & Co. LLC
Morgan Stanley Smith Barney LLC
Naes Corporation
Naes Power Contractors
Navigators Insurance Company
Nextera Energy Capital Holdings Inc.
NextEra Energy Resources Acquisitions
LLC
Oppenheimer & Co. Inc.
PKMJ Technical Services, Inc. d/b/a Rolls-
Royce
PriceWaterhouseCoopers LLP
Prime Clerk
QBE Insurance Corporation
Reed Smith LLP
Rexel Incorporated
Riverstone Investment Group LLC

Robert W. Baird & Associates, Inc.
Rolls-Royce
Rolls-Royce Nuclear Field Svcs Inc.
Schneider Electric
Schneider Electric Systems USA Inc.
Scotia Capital Inc.
SEI Private Trust Company
SSB – Blackrock Institutional Trust
SSB&T Co.
State Street Bank and Trust Company
State Street Corp.
State Street Global Advisors, Inc.
Stifel, Nicolaus & Company, Inc.
Strategic Value Master Fund Ltd.
Strategic Value Opportunities Fund LP
Strategic Value Special Situations Master
Fund III LP
T. Rowe Price Associates, Inc.
The Bank of New York Mellon, Trust
Company, N.A.
The Bank of New York Mellon/WFC
Holdings Corporation

The Bank of New York Mellon/Mellon
Trust of New England, National Association
The Bank of New York Mellon/WFC
Holdings Corporation
The Bank of New York Trust Company,
N.A.
The Northern Trust Company
The Vanguard Group
Time Warner Cable Enterprises LLC
Tullet Prebon Americas Corp.
Tyco Electronics Corporation
Tyco Valves & Controls LP
UBS Financial Services Inc.
USAA Asset Management
Vanguard Group Inc.
Wells Capital Management, Inc.
Wells Fargo Bank, National Association
Wells Fargo Clearing Services, LLC
Wells Fargo Securities LLC
Wilmington Savings Fund Society, FSB
XL Insurance Bermuda Ltd./AON Bermuda
Zurich American Insurance Company

EXHIBIT B

Giannantonio Declaration

http://www.sustain-ohio.com/ JUL AUG SEP
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SUSTAINABILITY

Funding Alliance of Ohio, Inc.

info@sustain-ohio.com

- [Home](#)
 - [Portfolio Mandate Reform Legislation – Ohio](#)
 - [OMA – Ohio's Misinformed Association – FAQs](#)
 - [Supporters of Ohio Portfolio Mandate Reform Legislation](#)
- [Contact](#)



<http://www.sustain-ohio.com/>

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 We leverage the power of financial and physical markets to help Ohio businesses reduce their energy intensity, capture value from PJM's capacity and energy markets, and satisfy their reliability and price objectives - all things that government mandates and regulators cannot and will not do.

Important Information:

- [Portfolio Mandate Reform Legislation in Ohio](#)
- [The OMA - Ohio's Misinformed Association - FAQs](#)
- [Supporters of Portfolio Mandate Reform Legislation in Ohio](#)

- **OMA - Ohio's Misinformed Association - FAQs**

Five frequently asked questions...
[continue reading...](#)

- **Portfolio Mandate Reform Legislation - Ohio**

Ohio legislation regarding Portfolio Mandate Reform
[continue reading...](#)

- **Supporters of Ohio Portfolio Mandate Reform Legislation**

Supporters of Portfolio Mandate Reform
[continue reading...](#)

Serving Businesses in the State of Ohio



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/07/2013	201303800546	Bulk Agent Change (BAP)	81.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

GORDON LAW FIRM
7677 PATTERSON ROAD
HILLIARD, OH 43026

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, Jon Husted

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

JAMES H. GORDON

and, that said business records show the filing and recording of:

Document(s)
Bulk Agent Change

Document No(s):
201303800546



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 7th day of February,
A.D. 2013.

Ohio Secretary of State

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Processing Date: 02/07/2013
Customer Order Number: 1303745933
Document Number: 201303800546

GORDON LAW FIRM
7677 PATTERSON ROAD
HILLIARD OH 43026

You have asked the Ohio Secretary of State's Office to change your name and/or address on all affected filings to:

JAMES H. GORDON
7677 PATTERSON ROAD
HILLIARD OH 43026

The Ohio Secretary of State's Office has changed your name and address on its records for the businesses listed below.

Charter/Lic.	Business Name		
548522	J. B. ADMINISTRATIVE SERVICES, INC.		
Type:	CORPORATION FOR PROFIT	Status:	A
Charter/Lic.	Business Name		
989415	GORDON FAMILY LIMITED PARTNERSHIP		
Type:	LIMITED PARTNERSHIP	Status:	A
Charter/Lic.	Business Name		
1032541	WINTERWOOD MORTGAGE GROUP, LLC		
Type:	FOREIGN LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1036631	STAR HOLDINGS, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic.	Business Name		
1070524	BECRAFT & SOTHARD, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1111577	BECRAFT & SONS GENERAL CONTRACTORS, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1159069	PAYCOLUMBUS, L.L.C.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1183578	STAR AFFILIATES, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1261049	C & J ACQUISITIONS, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1272764	U.S. RETAIL FLOWERS OHIO, INC.		
Type:	CORPORATION FOR PROFIT	Status:	A
Charter/Lic.	Business Name		
1339507	G & C DIVERSIFIED, L.L.C.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1341657	UNIQUE PROPERTIES, LTD.		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1373544	INDEPENDENT TRAILER SERVICES, LLC		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1426819	IEU-OHIO ADMINISTRATION COMPANY, LLC		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic.	Business Name		
1457838	ROSS ENERGY, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1464419	BURNHAM ISLAND HUNTING CLUB, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1484267	LAKESIDE TRAILER SALES, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1500793	M&S DIVERSIFIED UTILITY SERVICES, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1521701	GORDON LAW FIRM CO., LPA	Type: ATTORNEY	Status: A
Charter/Lic.	Business Name		
1568947	COLUMBUS PET RETREAT, INC.	Type: CORPORATION FOR PROFIT	Status: A
Charter/Lic.	Business Name		
1568949	HALL INVESTMENT COMPANY, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1618371	141 MILLIKEN, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1844052	ROCK'S ROOFING & REMODELING, LLC	Type: DOMESTIC LIMITED LIABILITY COMPANY	Status: A
Charter/Lic.	Business Name		
1861776	TGM REAL ESTATE, LP	Type: FOREIGN LIMITED PARTNERSHIP	Status: A

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic.	Business Name		
1887610	OUTCOMES RESEARCH ANALYTICS, LLC		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A
Charter/Lic.	Business Name		
1921826	SUSTAINABILITY FUNDING ALLIANCE OF OHIO, INC.		
Type:	CORPORATION FOR PROFIT	Status:	A
Charter/Lic.	Business Name		
2014311	ANSON DEVELOPMENT, LLC		
Type:	DOMESTIC LIMITED LIABILITY COMPANY	Status:	A

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

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Processing Date: 01/24/2013
Customer Order Number: 1303732635
Document Number: 201302400419

GORDON LAW FIRM
7677 PATTERSON ROAD
HILLIARD OH 43026



You have asked the Ohio Secretary of State's Office to change your name and/or address on all affected filings to:

JAMES H. GORDON
7677 PATTERSON ROAD
HILLIARD OH 43026

Below is a list of businesses that will be impacted by this change. Please review this list. If any business listed should not be changed, please check the box "DO NOT CHANGE NAME AND ADDRESS". After reviewing the businesses listed and checking any that should not be changed, please sign the last page of this report and submit it with an appropriate payment to the Ohio Secretary of State, P.O. Box 785, Columbus, Ohio 43216.

The Ohio Secretary of State's Office will update its records with the new name and address shown above once you submit this report to the Ohio Secretary of State's Office with a payment of \$90.00 if all businesses listed below are to be changed or a payment of \$3.00 times the number of businesses to be changed if only some of the businesses listed are to be changed.

Charter/Lic.	Business Name	Existing Agent Name and Address
548522	J. B. ADMINISTRATIVE SERVICES, INC. Type: CORPORATION FOR PROFIT Status: A	JAMES H GORDON 218 E STATE ST COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address <input checked="" type="checkbox"/> CHANGE this agent name and/or address		
581848	ELYRIA BAPTIST CHURCH Type: CHURCH Status: A	JAMES GORDON 953 WILDER AVE ELYRIA, OH 44035
<input type="checkbox"/> DO NOT change this agent name and/or address <input type="checkbox"/> CHANGE this agent name and/or address		
989415	GORDON FAMILY LIMITED PARTNERSHIP Type: LIMITED PARTNERSHIP Status: A	JAMES H GORDON 21 EAST STATE STREET SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address <input checked="" type="checkbox"/> CHANGE this agent name and/or address		

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic. 1032541	Business Name WINTERWOOD MORTGAGE GROUP, LLC	Existing Agent Name and Address JAMES GORDON 536 S 3RD ST COLUMBUS, OH 432150000
Type: FOREIGN LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1036631	Business Name STAR HOLDINGS, LTD.	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET SUITE 1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1070524	Business Name BECRAFT & SOTHARD, LTD.	Existing Agent Name and Address JAMES H. GORDON 21 E STATE ST STE 1700 COLUMBUS, OH 432150000
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1111577	Business Name BECRAFT & SONS GENERAL CONTRACTORS,	Existing Agent Name and Address JAMES H. GORDON 21 E STATE ST STE 1700 COLUMBUS, OH 432150000
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1151865	Business Name GORDONCOURT, LLC	Existing Agent Name and Address JAMES GORDON 7985 GREENRIDGE COURT MENTOR, OH 440600000
Type: FOREIGN LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1159069	Business Name PAYCOLUMBUS, L.L.C.	Existing Agent Name and Address JAMES H. GORDON FIFTH THIRD CENTER 21 E STATE ST STE 1700 COLUMBUS, OH 432150000
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic. 1183578	Business Name STAR AFFILIATES, LTD.	Existing Agent Name and Address JAMES H GORDON FIFTHTHIRD CENTER 21 E STATE STE., STE 1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1261049	Business Name C & J ACQUISITIONS, LTD.	Existing Agent Name and Address JAMES H GORDON 21 EAST STATE STREET STE 1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1272764	Business Name U.S. RETAIL FLOWERS OHIO, INC.	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET, SUITE 1700 COLUMBUS, OH 43215
Type: CORPORATION FOR PROFIT	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1339507	Business Name G & C DIVERSIFIED, L.L.C.	Existing Agent Name and Address JAMES H. GORDON 21 E STATE STREET STE. 1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1341657	Business Name UNIQUE PROPERTIES, LTD.	Existing Agent Name and Address JAMES H. GORDON FIFTH THIRD CENTER-21 E STATE STREET-SUITE 1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	
Charter/Lic. 1373544	Business Name INDEPENDENT TRAILER SERVICES, LLC	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET - #1700 COLUMBUS, OH 43215
Type: DOMESTIC LIMITED LIABILITY	Status: A	
<input type="checkbox"/> DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address	

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic. 1426819	Business Name IEU-OHIO ADMINISTRATION COMPANY, LLC	Type: DOMESTIC LIMITED LIABILITY	Status: A	Existing Agent Name and Address JAMES H GORDON 21 E STATE ST COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		
Charter/Lic. 1457838	Business Name ROSS ENERGY, LLC	Type: DOMESTIC LIMITED LIABILITY	Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		
Charter/Lic. 1464419	Business Name BURNHAM ISLAND HUNTING CLUB, LLC	Type: DOMESTIC LIMITED LIABILITY	Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE ST SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		
Charter/Lic. 1484267	Business Name LAKESIDE TRAILER SALES, LLC	Type: DOMESTIC LIMITED LIABILITY	Status: A	Existing Agent Name and Address JAMES H GORDON 21 E STATE ST STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		
Charter/Lic. 1500793	Business Name M&S DIVERSIFIED UTILITY SERVICES, LLC	Type: DOMESTIC LIMITED LIABILITY	Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E STATE ST STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		
Charter/Lic. 1521701	Business Name GORDON LAW FIRM CO., LPA	Type: ATTORNEY	Status: A	Existing Agent Name and Address JAMES H GORDON 21 E STATE STREET, SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address		

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic. 1568947	Business Name COLUMBUS PET RETREAT, INC. Type: CORPORATION FOR PROFIT Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address
Charter/Lic. 1568949	Business Name HALL INVESTMENT COMPANY, LLC Type: DOMESTIC LIMITED LIABILITY Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address
Charter/Lic. 1618371	Business Name 141 MILLIKEN, LLC Type: DOMESTIC LIMITED LIABILITY Status: A	Existing Agent Name and Address JAMES H GORDON 21 E STATE ST STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address
Charter/Lic. 1844052	Business Name ROCK'S ROOFING & REMODELING, LLC Type: DOMESTIC LIMITED LIABILITY Status: A	Existing Agent Name and Address JAMES H GORDON 21 E STATE STREET SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address
Charter/Lic. 1861776	Business Name TGM REAL ESTATE, LP Type: FOREIGN LIMITED PARTNE Status: A	Existing Agent Name and Address JAMES H GORDON, ESQ. 21 E. STATE STREET, STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address
Charter/Lic. 1887610	Business Name OUTCOMES RESEARCH ANALYTICS, LLC Type: DOMESTIC LIMITED LIABILITY Status: A	Existing Agent Name and Address JAMES H. GORDON 21 E. STATE STREET, SUITE 1700 COLUMBUS, OH 43215
<input type="checkbox"/>	DO NOT change this agent name and/or address	<input checked="" type="checkbox"/> CHANGE this agent name and/or address

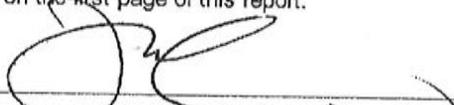
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Charter/Lic.	Business Name	Existing Agent Name and Address
1921826	SUSTAINABILITY FUNDING ALLIANCE OF OHIO Type: CORPORATION FOR PROFIT Status: A	JAMES H. GORDON 21 E. STATE STREET, STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address
1990592	M&R LLC Type: DOMESTIC LIMITED LIABILITY Status: A	JAMES GORDON 5250 TROY SIDNEY ROAD PIQUA, OH 45356
<input type="checkbox"/> DO NOT change this agent name and/or address		<input type="checkbox"/> CHANGE this agent name and/or address
2014311	ANSON DEVELOPMENT, LLC Type: DOMESTIC LIMITED LIABILITY Status: A	JAMES H. GORDON 21 E. STATE STREET, STE 1700 COLUMBUS, OH 43215
<input type="checkbox"/> DO NOT change this agent name and/or address		<input checked="" type="checkbox"/> CHANGE this agent name and/or address

I affirm that I am the current agent for the businesses listed on the preceeding pages of this report and that I am requesting that the agent name and/or address of each of the businesses that I have not checked be changed from the name/address shown to the name and address documented on the first page of this report.

Signature: _____

Print Name: _____


JAMES H. GORDON



Form 526 Prescribed by:
JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Make check payable to Ohio Secretary of State

Mail this form to one of the following:
Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Multiple Agent Name and Address Change

(1) Request to standardize name and/or address
for Statutory Agent on record.

Filing Fee \$125.00

(2) Change Agent name or address for entities
listing the agent indicated below as current
Statutory Agent.

Filing Fee \$125.00 plus \$3.00/change

****Note: This form may not be used to appoint a new statutory agent. See Instructions for more information.**

Current Agent Name

Current Agent's Address

Mailing Address

City

State

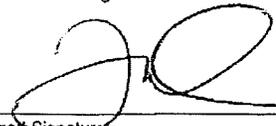
ZIP Code

FILED
2013 JAN 23 AM 11:11
OHIO SECRETARY OF STATE

Complete the information in this section if box (1) is checked

I hereby request the Secretary of State to standardize the name and address for the Statutory Agent indicated above as shown. I acknowledge that entities containing an agent address that are not a variation of the above address will not be changed. I also hereby request that the Secretary of State use the above address for future filings that name the above corporation or person as agent. I agree to use the assigned number issued by the Secretary of State to assist in the standardization process.

Authorized Signature


James H. Gordon

Print Name

Complete the information in this section if box (2) is checked

Please note that the name of the agent can only be changed if: (1) The person who is agent has legally changed their name; or (2) the Agent is a corporation whose name has been legally changed on record with the Secretary of State's office.

New Agent's Name
(if applicable)

New Registrant's Address

7677 Patterson Road

City Hilliard

State OH

ZIP Code 43026

- I wish to have the Secretary of State provide a list of all entities for which the name and address given under "Current Agent Name/Address" on page 1 is listed as the Statutory Agent.
- I wish to have the Secretary of State provide a list of all entities which list the statutory agent's name as the name given under "Current Agent Name" on page 1, regardless of the agent's current listed.

I hereby agree to pay the \$125.00 fee for the listing the Secretary of State will produce as indicated above. I will then review the list, indicate which entities to have the Agent Address information changed and which entities not to change. I will return said listing with a filing fee equal to \$3.00 for every entity address to be changed. I agree to use the assigned number issued by the Secretary of State to assist in the standardization process.

Authorized Signature

James H. Gordon

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/21/2009	200935500138	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

GORDON
21 E STATE ST
STE 1700
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1902840

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SUSTAINABILITY FUNDING ALLIANCE OF OHIO, INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

200935500138



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 18th day of December,
A.D. 2009.

Ohio Secretary of State



Prescribed by:

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input checked="" type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
 Filing Fee \$125.00

RECEIVED
 SECRETARY OF STATE
 2009 DEC 18 PM 12: 58
 CLIENT SERVICE CENTER

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Nonprofit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional, (170-ARP) Profession _____ ORC 1785
--	--	---

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Sustainability Funding Alliance of Ohio, Inc.

SECOND: Location Columbus Franklin
(City) (County)

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.
(mm/dd/yyyy)

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

To receive and administer funds for cooperative purposes within the meaning of Section 501(a) and (c) of the Internal Revenue Code, reduce the energy intensity of Ohio's economy, and for such other purposes as may be permitted by law.

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to instructions if needed)

_____ (No. of Shares) _____ (Type) _____ (Par Value)

Completing the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as initial Directors.

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

REQUIRED

Must be authenticated (signed) by an authorized representative (See Instructions)

[Signature]

Authorized Representative

James H. Gordon

(print name)

12/18/09

Date

[Blank Signature Box]

Authorized Representative

(print name)

[Blank Date Box]

Date

[Blank Signature Box]

Authorized Representative

(print name)

[Blank Date Box]

Date

Steven R. Schoeny
Director

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
DEVELOPMENT

DOWNTOWN COMMISSION AGENDA

Office of the Director
50 W. Gay St.
Columbus, Ohio 43215-9040
(614) 645-7795
(614) 645-6675 (FAX)

Tuesday, September 26, 2017

8:30 AM

Planning Division

77 N. Front Street, STAT Room (Lower Level)

Planning Division
50 W. Gay St.
Columbus, Ohio 43215-9040
(614) 645-8664

Downtown Commission
Daniel J. Thomas (Staff)
Urban Design Manager
(614) 645-8404
dithomas@columbus.gov

- I. Call To Order
- II. Approval of the August 22, 2017 Downtown Commission Meeting Results
- III. Swear In Those In Attendance Who Wish To Testify
- IV. Plan Briefing and Review

Case #1 17-9-1P

Location: Discovery District

Applicant: Discovery Special Improvement District / Cleve Ricksecker, Executive Director

Design Professional : MKSK

Request:

Briefing / review of plan to Commission.

3359.05A)2) states that one of the duties of the Downtown Commission is "Public Plan Review – The Downtown Commission shall review and provide recommendation to City Council regarding adoption of any public plan, including but not limited to area plans, streetscape plans, park plans, and major street parking and circulation plans within the downtown area."

The SID does not intend on sending this to City Council. Specific items in the plan will be brought back to the Downtown Commission as necessary

- V. Conceptual Review

Case #2 17-9-2C

Address: 230 E. Long Street

Applicant and Design Professional : Jonathan Barnes Architecture and Design

Property Owner: Charles Street Investment Partners LLC (Denver)

Request:

Conceptual Review for 6-story Mixed Use Building – Ground Floor Parking and Retail, Upper 5 Floors - Apartments

Case was heard by the Commission in July 2017 on a conceptual basis. The current submission represents a further refinement.

VI. Certificate of Appropriateness

Case #3 17-9-3

Address: 220 E. Main Street
Applicant: Nicholas Kinney
Design Professional: SEM Architects
Attorney: David Dachner
Property Owner: Lev Kucherski

Request:

Certificate of Appropriateness for the renovation of the second and third floors of two existing older commercial buildings into apartments.

Case #4 17-9-4

Address: 327 S. Washington Avenue
Applicant, Property Owner & Attorney: Sustainability Funding Alliance of Ohio, Inc.
Sam Randazzo
Architect: Bruce Wisecarver, Architect

Request:

Certificate of Appropriateness for the construction of a detached garage for an existing house (circa 1880)

In June 2015 the owner requested demolition of the house, which was turned down by the Downtown Commission.

VII. Request for Certificate of Appropriateness for Advertising Mural (Temporary Graphic)

Case #5 17-9-5M

Root Insurance ad mural
Address: 88 W. Mound Street
Applicant: Outfront Media
Property Owner: Kemp, Schaeffer & Rowe, Co., L.P.A.

Request:

Design review and approval for installation of a vinyl mesh advertising mural to be located on the east elevation of 88 W. Mound Street. Proposed mural — Root Insurance Co. — “Better drivers get better rates”. There have been no prior ad murals at this site. CC3359.07(D).

Proposals for this location were heard and not approved by the Commission in March and April of 2016. By the new Ad Mural legislation approved in March of this year, as a new location the Downtown Commission must approve both location and size, where upon it would become an administratively approvable item (provided it met percentage text and logo criteria).

Dimensions of mural: 17'W x 29'H, two dimensional, non lit
Term of installation: Seeking approval for one month, October. 2 through 29, 2017
Area of mural: 493 sf **Approximate % of area that is text and or logo:** 11%

VIII. Business / Discussion

Prior Cases

- Signage for Scioto Peninsula Park and Parking – opening in November
- Connector bridge between Hyatt and Convention Center – Project suspension of northern portion pending resolution of potential new hotel
- Ebb & Float – N. Fifth St. – White wall as art mural –CCAD involvement
- Scioto Peninsula

Public Forum

Staff Certificates of Appropriateness have been issued since last notification (August 18, 2017)

Ad Mural – ***Bold & Italics***

1. 216 E Main St – Painting Columbus on wall
2. ***106 N High St. – Pay Pal ad mural***
3. 64 E Broad St. – Mid-Ohio Food ad mural
4. 10 N. High St. – relocate channel 10 sign
5. ***145 N. High St. – Pay Pal ad mural***
6. ***274 S. Third St. – Coke ad mural***
7. ***154 N. Third St. – Reunite ad mural***
8. 415 N Front St. – Half Pint signage
9. 250 E Broad St- sidewalk and door improvements
10. 36 E Gay St. – Buckeye Bourbon House – sidewalk café
11. 248 S Fourth St. – Dirty Frank’s – Blade sign
12. 74 W Mound St. – relocate Marathon Oil sign
13. 254 S. Fourth St. – 16 Bit blade sign
14. 217 & 245 N. Grant Ave. – Faith Mission signs
15. 309 S Fourth St. –rooftop decks
16. ***34 N. High St. N – Root Insurance ad mural***
17. ***34 N. High St. S – Root insurance ad mural***
18. ***64 E Broad St. –Root Insurance ad mural***
19. ***274 S. Third St. – Root Insurance ad mural***
20. ***100 E. Gay St. – Root Insurance ad mural***

Next regular meeting will be on October 24, 2017, the fourth Tuesday of the month (four weeks away).

If you have questions concerning this agenda, please contact Daniel Thomas, Urban Design Manager, Planning Division at 614-645-8404.



Our Office	Real Estate	Online Tools	Reference	Contact Us
------------	-------------	--------------	-----------	------------

Summary ParcelID: 030-000498-00 Map-Rt: 030-M067 -034-00
 Land Profile SUTTON CHARMAINE M 1101 BROADVIEW AV

1 of 1
[Return to Search Results](#)

Residential Owner

Commercial Owner SUTTON CHARMAINE M

Improvements Owner Address 1101 BROADVIEW AVENUE COLUMBUS OH 43212

Permits

Mapping

Sketch Legal Description 1101 BROADVIEW AVE GRANDVIEW LOT 62-67

Photo Calculated Acres .59
 Legal Acres 0

StreetSmart

Aerial Photos

Transfers Tax Bill Mailing CORELOGIC

BOR Status 3001 HACKBERRY RD
 CAUV Status IRVING TX 75063-0156

- Actions
- Neighborhood Sales
 - Proximity Search
 - Printable Version
 - Custom Report Builder

- Reports
- Proximity Report
 - Map Report
 - Parcel Summary
 - Parcel Detail
-

- Social Media Links
- -

Tax & Payments View Google Map
 Tax Distribution Print Parcel Summary

Value History

Rental Contact

Quick Links

Most Recent Transfer

Transfer Date APR-25-2016
 Transfer Price \$835,000
 Instrument Type GW

2018 Tax Status

Property Class R - Residential
 Land Use 510 - ONE-FAMILY DWLG ON PLATTED LOT
 Tax District 030 - CITY OF GRANDVIEW HEIGHTS
 School District 2504 - GRANDVIEW HEIGHTS CSD
 City/Village GRANDVIEW HTS CITY
 Township
 Appraisal Neighborhood 02301
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2018: Yes 2019: Yes
 Homestead Credit 2018: No 2019: No
 Rental Registration No
 Board of Revision Yes
 Zip Code 43212

2018 Current Market Value

	Land	Improvements	Total
Base	532,200	694,100	1,226,300
TIF			
Exempt			
Total	532,200	694,100	1,226,300
CAUV	0		

2018 Taxable Value

	Land	Improvements	Total
Base	186,270	242,940	429,210
TIF			

Exempt
 Total 186,270 242,940 429,210

2018 Taxes

Net Annual Tax	Total Paid	CDQ
27,010.84	13,505.42	

Dwelling Data

Yr Built	Tot Fin Area	Rooms	Bedrooms	Full Baths	Half Baths
1908	3,553	9	4	2	2

Site Data

Frontage	Depth	Acres	Historic District
157	156	.5623	

Disclaimer:

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Owner Name **SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC**

Site Address **327 S WASHINGTON AV**

Legal Descriptions 327 WASHINGTON AVE
VETTERLEIN SUB
49.5'NE LOTS 7 & 8

Mailing Address **1101 BROADVIEW AVE
COLUMBUS OH 43212**

Transfer Date 06/13/2014

Transfer Price 194,000.00

Instrument Type GW

Prop. Class R - Residential
Land Use 510 - ONE-FAMILY DWLG ON PLATTED L
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 3,041.76
Taxes Paid 3,191.76
Calculated Acreage .07
Legal Acreage .00

Current Market Value

	Land	Improv	Total
Base	\$21,400	\$118,600	\$140,000
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$21,400	\$118,600	\$140,000
CAUV	\$0		

Taxable Value

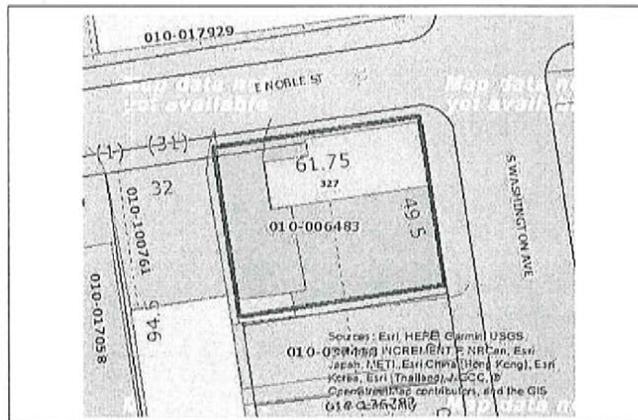
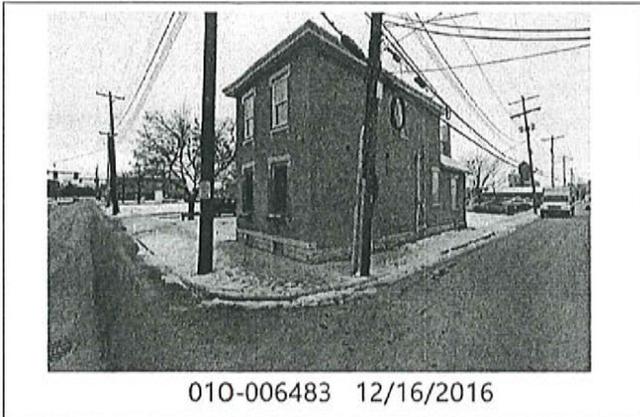
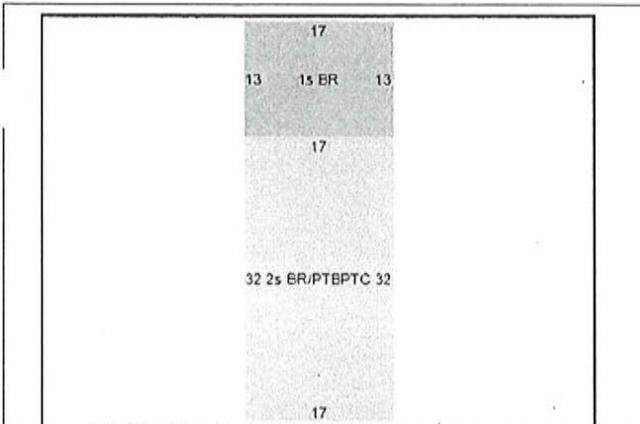
	Land	Improv	Total
Base	\$7,490	\$41,510	\$49,000
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$7,490	\$41,510	\$49,000
CAUV			

Building Data

Year Built 1901
Finished Area 1309
Rooms 5
Bedrms 2
Dining Rooms 1
Full Baths 1
Half Bath 1
Heat/AC 2
Wood Fire 1 / 1
Stories 2

Sketch Legend

0 2s BR/PTBPTC 544 Sq. Ft.
1 1s BR - 22: ONE STORY BRICK 221 Sq. Ft.
1 DET GARAGE - RG1: FRAME DETACHED GARAGE 396 Sq. Ft.



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 492 E MOUND ST

Legal Descriptions 492-4 E MOUND ST VETTERLEIN LOT 5-6

Mailing Address 1101 BROADVIEW AVE COLUMBUS OH 43212

Transfer Date 01/03/2013
Transfer Price 210,000.00
Instrument Type GW

Prop. Class I - Industrial
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 4,521.08
Taxes Paid 4,521.08
Calculated Acreage .07
Legal Acreage .00

Current Market Value

	Land	Improv	Total
Base	\$17,900	\$90,700	\$108,600
TIF	\$200	\$48,500	\$48,700
Exempt	\$0	\$0	\$0
Total	\$18,100	\$139,200	\$157,300
CAUV	\$0		

Taxable Value

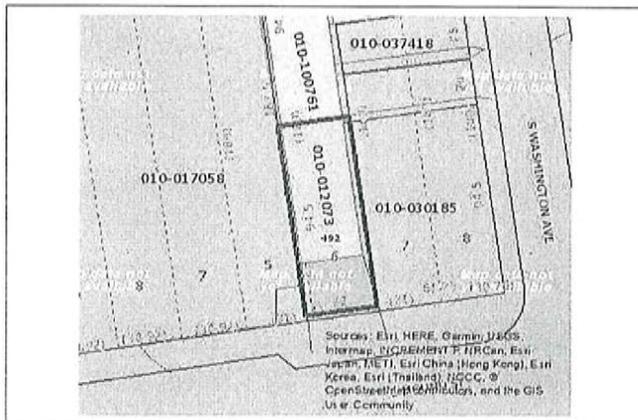
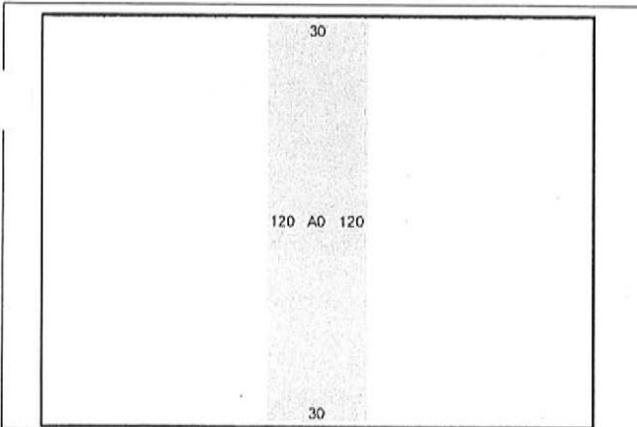
	Land	Improv	Total
Base	\$6,270	\$31,750	\$38,020
TIF	\$70	\$16,980	\$17,050
Exempt	\$0	\$0	\$0
Total	\$6,340	\$48,730	\$55,070

Building Data

Land Use 370-SMALL SHOPS: 0% TO 10% OFC
Year Built 1978
Total Sq Ft 3600
Stories 01
Grade AVERAGE QUALITY

Sketch Legend

- 1 A0 - 044:UTILITY SHOP 3600 Sq. Ft.
- 1 PAVING ASP - PA1:PAVING ASPHALT 1900 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 113100 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 90700 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 22400 Sq. Ft.



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 S WASHINGTON AV

Legal Descriptions 333 S WASHINGTON AVE VETTERLINE 25'S MID PT LTS 7-8

Mailing Address 1101 BROADVIEW AVE COLUMBUS OH 43212

Transfer Date 06/13/2014

Transfer Price 194,000.00

Instrument Type GW

Prop. Class C - Commercial
Land Use 456 - PARKING LOTS-SURFACE
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 313.60
Taxes Paid 383.33
Calculated Acreage .04
Legal Acreage .00

Current Market Value

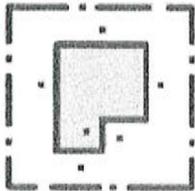
	Land	Improv	Total
Base	\$9,300	\$1,400	\$10,700
TIF	\$0	\$200	\$200
Exempt	\$0	\$0	\$0
Total	\$9,300	\$1,600	\$10,900
CAUV	\$0		

Taxable Value

	Land	Improv	Total
Base	\$3,260	\$490	\$3,750
TIF	\$0	\$70	\$70
Exempt	\$0	\$0	\$0
Total	\$3,260	\$560	\$3,820
CAUV			

Building Data

N/A



Sorry, no sketch available for this record

Sketch Legend

- 1 PAVING ASP - PA1:PAVING ASPHALT 1500 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1600 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1400 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.



010-037418 12/16/2016



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 E NOBLE ST

Legal Descriptions 493-491 E NOBLE ST
VETTERLEIN
LOT 5-6

Mailing Address 1101 BROADVIEW AVE
COLUMBUS OH 43212

Transfer Date 01/03/2013

Transfer Price 210,000.00

Instrument Type GW

Prop. Class I - Industrial
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lien No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 520.50
Taxes Paid 520.50
Calculated Acreage .08
Legal Acreage .00

Current Market Value

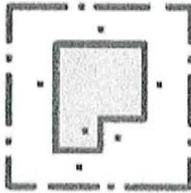
	Land	Improv	Total
Base	\$18,100	\$0	\$18,100
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$18,100	\$0	\$18,100
CAUV	\$0		

Taxable Value

	Land	Improv	Total
Base	\$6,340	\$0	\$6,340
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$6,340	\$0	\$6,340
CAUV			

Building Data

N/A

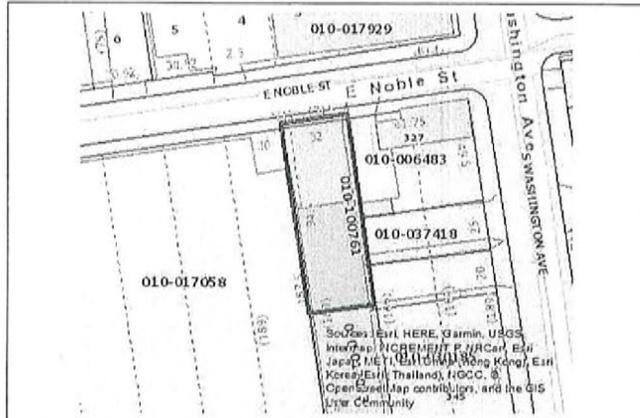


Sorry, no sketch available for this record

Sketch Legend



010-100761 12/16/2016



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 S WASHINGTON AV

Legal Descriptions 335 S WASHINGTON AVE
VETTERLINE
LOT 7-8

Mailing Address 1101 BROADVIEW AVE
COLUMBUS OH 43212

Transfer Date 01/03/2013

Transfer Price 210,000.00

Instrument Type GW

Prop. Class I - Industrial
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 250.38
Taxes Paid 250.38
Calculated Acreage .03
Legal Acreage .00

Current Market Value

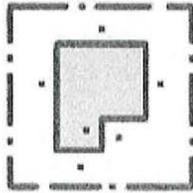
	Land	Improv	Total
Base	\$7,400	\$1,100	\$8,500
TIF	\$0	\$200	\$200
Exempt	\$0	\$0	\$0
Total	\$7,400	\$1,300	\$8,700
CAUV	\$0		

Taxable Value

	Land	Improv	Total
Base	\$2,590	\$390	\$2,980
TIF	\$0	\$70	\$70
Exempt	\$0	\$0	\$0
Total	\$2,590	\$460	\$3,050
CAUV			

Building Data

N/A



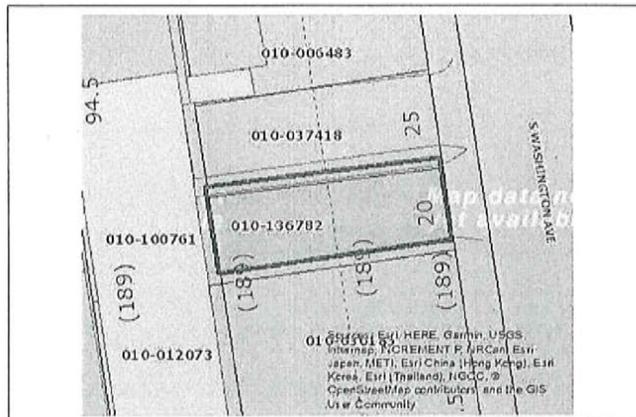
Sorry, no sketch available for this record

Sketch Legend

- 1 PAVING ASP - PA1:PAVING ASPHALT 1200 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1300 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1100 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.



010-136782 12/16/2016



1101 Broadview Ave [Follow Updates](#) OFF

Columbus (/d/OH/Columbus)

Known Residents

Carol F Randazzo (/person/Randazzo-36tdue) [Show Details \(/person/Randazzo-36tdue\)](#)
(614) 488-0017

Sam Randazzo (/person/Randazzo-36tt2m) [Show Details \(/person/Randazzo-36tt2m\)](#)
(614) 488-0015

Samuel C Randazzo (/person/Randazzo-36tt34) [Show Details \(/person/Randazzo-36tt34\)](#)
Age 69
(614) 488-0015

Samuel M Randazzo (/person/Randazzo-36tt3i) [Show Details \(/person/Randazzo-36tt3i\)](#)
(614) 488-0017

Nathan T Sampson (/person/Sampson-7o4qj8) [Show Details \(/person/Sampson-7o4qj8\)](#)
Age 40

Randazzo Samuel (/person/Samuel-36trpe) [Show Details \(/person/Samuel-36trpe\)](#)
(614) 448-0017

We know about one company registered at this address — Sustain Ohio. The property is owned by Randazzo Samuel C and Carol D Farmer. The building was constructed in 1908. The property is 111 years old, which is 45 years younger than the average age of a building in Columbus (/d/OH/Columbus) of 156 years. The total living area is 3,553 sqft. The property has four bedrooms, two full baths, two half baths. The size of the land lot is 24,394 sqft. The building has two floors. The condition was stated as good. The sale price for this property was \$273,900. This address is often written as 1101 Broadview Av, Columbus, OH 43212-3354. The ZIP code for this address is 43212 (/zip/43212/) and the postal code suffix is 3354



of Bedrooms

4



of Full Bath

2



of Half Bath

2



of Floors

2



Total Living Area

3,553 sqft



Land Sq. Footage

24,394 sqft



Fireplaces

YES

Associated Businesses

Sustain Ohio (/c/255s7)

[Show Details \(/c/255s7\)](#)

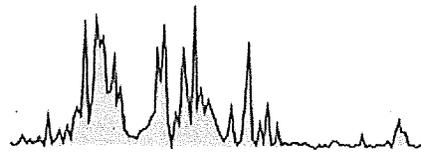
Info on file: Company Details, Chairman

Parcel 030-000498

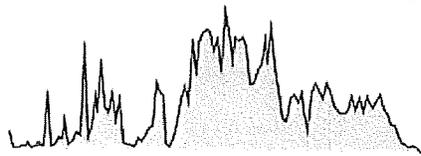
Based on the property's assessment records, we are able to compare this property to the average values for the state, city, and ZIP

1908 (111 years ago)

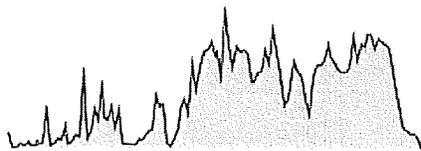
Build Year



ZIP 43212 (/zip/43212) average build age 181 years (+70)



Columbus (/d/OH/Columbus) average build age 156 years (+45)



State of Ohio (/d/OH) average build age 121 (+10)

\$273,900

Sale Price 📈

ZIP 43212 (/zip/43212)

avg \$277,589 (-\$3,689)

Columbus (/d/OH/Columbus)

avg \$216,177 (+\$57,723)

State of Ohio (/d/OH)
avg \$254,763 (+\$19,137)

Owner Name	School District
Randazzo Samuel C Carol D Farmer	2504 — Grandview Heights CSD

Parcel Legal Desc	Condition
1101 BROADVIEW AVE GRANDVIEW LOT 62-67	Good

Exterior Wall Description	No. of Fireplaces	Number of Full Baths
Wood or aluminum	4	2

Number of Half Baths	Number of Bedrooms
2	4

Auditor Land Use Code ⓘ	No. of Floors ⓘ
510 — ONE-FAMILY DWLG ON PLATTED LOT	2

Land Sq. Footage ⓘ	Total Living Area ⓘ
24,394 sqft	3,553 sqft

Registered Parcel Owners

Randazzo Samuel C listed this address as the owner's address on the property records for the parcel #13680034001

Mailing Address Registrations

This address was specified as a mailing address by the following property owners:

Randazzo Samuel C Carol D Farmer. Property is located at 1101 Broadview Av Franklin County Ohio (/a/1101-Broadview-Ave-Columbus-OH-43212-USA-2bg4d/)

Randazzo Samuel C Farmer Carol. Property is located at 1725 Gerrard Av Franklin County Ohio (/a/1725-Gerrard-Ave-Columbus-OH-43212-USA-2bd1d/)

Sustainability Funding Alliance of Ohio INC. Property is located at 492 E Mound St Franklin County Ohio (/a/492-E-Mound-St-Columbus-OH-43215-USA-35i2ta/)

Sustainability Funding Alliance of Ohio INC. Property is located at E Noble St Franklin County Ohio

Sustainability Funding Alliance of Ohio INC. Property is located at S Washington Av Franklin County Ohio

Walkability Rating ★★★★★☆

Gourmet Rating	★★★★★☆☆
Kids Rating	★★★★★☆☆
Beauty Rating	★★★★★☆☆
Shopping Rating	★★★★★☆☆
Entertainment Rating	★★★★☆☆☆☆
Emergencies Rating	★★★★☆☆☆☆
Errands Rating	★★★☆☆☆☆

Columbus in a Nutshell

Please see our full analysis of Columbus here (/d/OH/Columbus)

824,663

Population

16.70%

Poverty

54.60%

Share of Renter-Occupied Housing

\$129,100

Median Property Value

\$45,659

Median Household Income

See Also

1111 Broadview Avenue (/a/2bbo5/) Parcel ID 030-000148 was registered at this address (property build year 1912)

1115 Broadview Avenue (/a/2bcfr/) Parcel ID 030-002359 was registered at this address (property build year 1912)

1112 Fairview Avenue (/a/2bbrc/) Parcel ID 030-002794 was registered at this address (property build year 1984)

1091 Broadview Avenue (/a/2bdtu/) Parcel ID 030-001067 was registered at this address (property build year 1963). This address was listed as a mailing address of Vogel Arthur L Tr, Vogel Barbara N Tr for parcel ID 030-000660

1088 Broadview Avenue (/a/2bdq3/) Parcel ID 030-002393 was registered at this address (property build year 1957). Five companies were registered at this address, including Moho LLC, Empresas Andinas LTD. Two entities are associated with this address: Leonardo D Menacho, G Michael Coppage

1117 Broadview Avenue (/a/2bff0/) Parcel ID 030-000551 was registered at this address (property build year 1902). Five companies were registered at this address, including Countermark Systems, Lawn Doctor of Arlington-hilliard. Two entities are associated with this address: Leonardo D Menacho, G Michael Coppage, Imler Industries INC, Imler Industries INC

1568 Broadview Terrace (/a/2bff6/) Five companies were registered at this address, including Opportunity Resources INC, Signal Direct Systems. Two entities are

associated with this address: Leonardo D Menacho, G Michael Coppage, Imler Industries INC, Imler Industries INC, Scott D Mclain, Opportunity Resources INC

1100 Fairview Avenue (/a/2bbrd/) Parcel ID 030-002795 was registered at this address (property build year 1986). West Seventh Avenue Investments was registered at this address. West Seventh Avenue Investment is associated with this address. The parcel owner name was listed as Panzera Nick C + Carolyn A. This address was listed as a mailing address of Panzera Nick C, Carolyn A for parcel ID 080-006092

1087 Broadview Avenue (/a/3vp73u/) Parcel ID 030-000631 was registered at this address

1127 Broadview Avenue (/a/2bbkc/) Parcel ID 030-000550 was registered at this address (property build year 1904). South Erie Investments INC was registered at this address. Theodore H Bush is associated with this address

Sources and Citations

1. Franklin County, Ohio Property Assessment Records for 2013
(http://property.franklincountyauditor.com/_web/search/commonsearch.aspx?mode=owner)
2. Florida Assessment Records for 2013 (<ftp://sdrftp03.dor.state.fl.us/Tax%20Roll%20Data%20Files/>)
3. This research uses data from The Eviction Lab at Princeton University, a project directed by Matthew Desmond and designed by Ashley Gromis, Lavar Edmonds, James Hendrickson, Katie Krywokulski, Lillian Leung, and Adam Porton. The Eviction Lab is funded by the JPB, Gates, and Ford Foundations as well as the Chan Zuckerberg Initiative. More information is found at evictionlab.org
(<https://evictionlab.org>).

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ParcelID: 030-000498-00
SUTTON CHARMAINE M

Map-Rt: 030-M067 -034-00
1101 BROADVIEW AV

1 of 1
Return to Search Results

Sales Summary

Date	Grantee	Convey No	Inst Type	# of Parcels	Sale Price
APR-25-2016	SUTTON CHARMAINE M	00006967	GW	1	\$835,000
APR-22-1991	RANDAZZO SAMUEL C &	5074		1	\$273,900

- Actions
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Transfer History

Historical Parcel Sheets

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- Proximity Report
 - Map Report
 - Parcel Summary
 - Parcel Detail

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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 E NOBLE ST

Legal Descriptions 493-491 E NOBLE ST VETTERLEIN LOT 5-6

Mailing Address 1101 BROADVIEW AVE COLUMBUS OH 43212

Transfer Date 01/03/2013

Transfer Price 210,000.00

Instrument Type GW

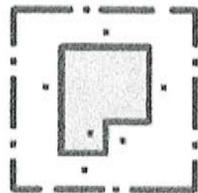
Prop. Class I - Industrial
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 520.50
Taxes Paid 520.50
Calculated Acreage .08
Legal Acreage .00

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
CAUV	\$0					

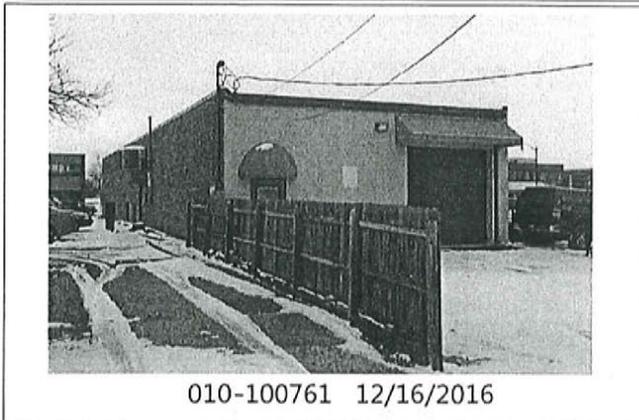
Building Data

N/A

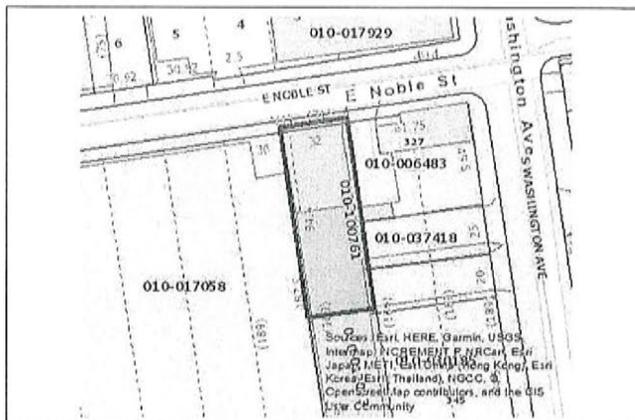
Sketch Legend



Sorry, no sketch available for this record



010-100761 12/16/2016



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 S WASHINGTON AV

Legal Descriptions 333 S WASHINGTON AVE VETTERLINE 25'S MID PT LTS 7-8

Mailing Address 1101 BROADVIEW AVE COLUMBUS OH 43212

Transfer Date 06/13/2014

Transfer Price 194,000.00

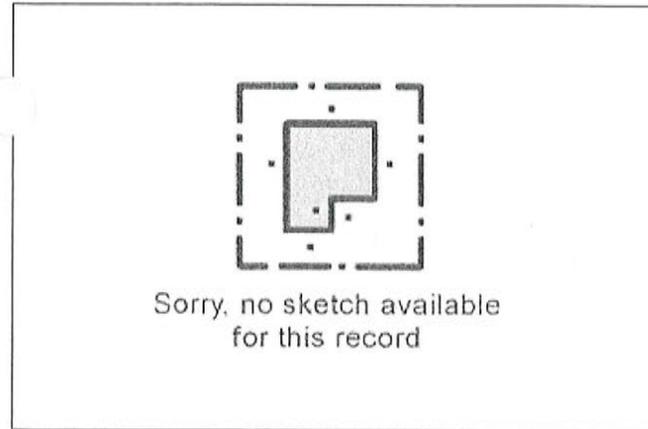
Instrument Type GW

Prop. Class C - Commercial
Land Use 456 - PARKING LOTS-SURFACE
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 313.60
Taxes Paid 383.33
Calculated Acreage .04
Legal Acreage .00

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$9,300	\$1,400	\$10,700	\$3,260	\$490	\$3,750
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$9,300	\$1,600	\$10,900	\$3,260	\$560	\$3,820
CAUV	\$0					

Building Data

N/A



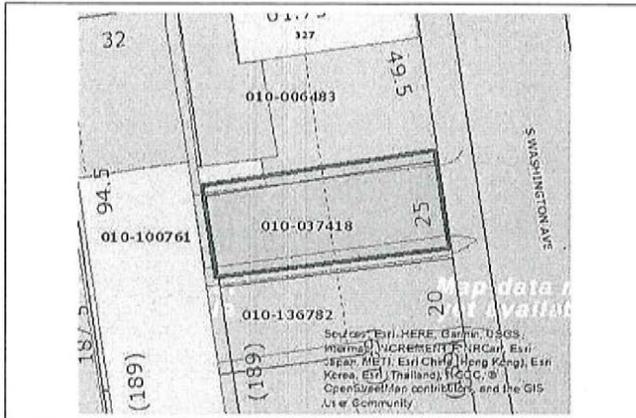
Sorry, no sketch available for this record

Sketch Legend

- 1 PAVING ASP - PA1:PAVING ASPHALT 1500 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1600 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1400 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.



010-037418 12/16/2016



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Owner Name SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC

Site Address 0 S WASHINGTON AV

Legal Descriptions 335 S WASHINGTON AVE VETTERLINE LOT 7-8

Mailing Address 1101 BROADVIEW AVE COLUMBUS OH 43212

Transfer Date 01/03/2013

Transfer Price 210,000.00

Instrument Type GW

Prop. Class I - Industrial
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 250.38
Taxes Paid 250.38
Calculated Acreage .03
Legal Acreage .00

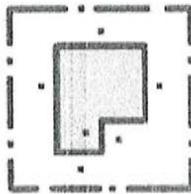
	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$7,400	\$1,100	\$8,500	\$2,590	\$390	\$2,980
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,400	\$1,300	\$8,700	\$2,590	\$460	\$3,050
CAUV	\$0					

Building Data

N/A

Sketch Legend

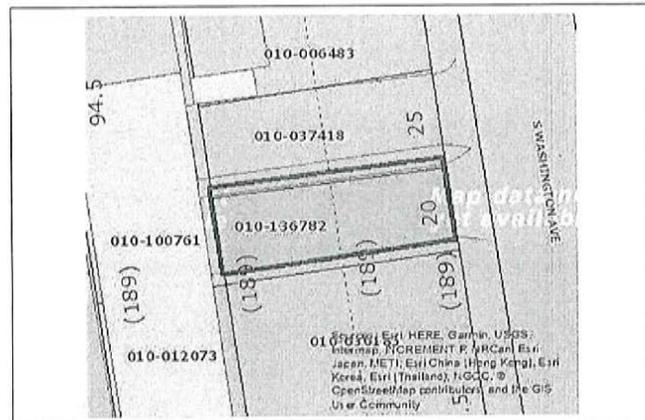
- 1 PAVING ASP - PA1:PAVING ASPHALT 1200 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1300 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1100 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.



Sorry, no sketch available for this record



010-136782 12/16/2016



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ParcelID: 010-006483-00 Map-Rt: 010-G048 -056-00
SUSTAINABILITY FUNDING 327 S WASHINGTON AV

Owner
 Owner Address **SUSTAINABILITY FUNDING**
 ALLIANCE OF OHIO INC
 1101 BROADVIEW AVE
 COLUMBUS OH 43212 *Randazzo residence (former)*

Legal Description
327 WASHINGTON AVE
 VETTERLEIN SUB
 49.5'NE LOTS 7 & 8

Calculated Acres .07
 Legal Acres 0

Tax Bill Mailing SUSTAINABILITY FUNDING ALLIANCE OF OHIO

645 S GRANT AVE
 COLUMBUS OH 43206-1216

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-

Social Media Links

Most Recent Transfer

Transfer Date JUN-13-2014
 Transfer Price \$194,000
 Instrument Type GW

2018 Tax Status

Property Class R - Residential
 Land Use 510 - ONE-FAMILY DWLG ON PLATTED LOT
 Tax District 010 - CITY OF COLUMBUS
 School District 2503 - COLUMBUS CSD
 City/Village COLUMBUS CITY
 Township

Appraisal Neighborhood X1100
 Tax Lien No
 CAUV Property No
 Owner Occ. Credit 2018: No 2019: No
 Homestead Credit 2018: No 2019: No
 Rental Registration No
 Board of Revision No
 Zip Code 43215

2018 Current Market Value

	Land	Improvements	Total
Base	21,400	118,600	140,000
TIF			
Exempt			
Total	21,400	118,600	140,000
CAUV	0		

2018 Taxable Value

	Land	Improvements	Total
Base	7,490	41,510	49,000
TIF			

Exempt
 Total 7,490 41,510 49,000

2018 Taxes

Net Annual Tax	Total Paid	CDQ
3,041.76	3,191.76	

Dwelling Data

Yr Built	Tot Fin Area	Rooms	Bedrooms	Full Baths	Half Baths
1901	1,309	5	2	1	1

Site Data

Frontage	Depth	Acres	Historic District
		.0702	

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Owner Name **SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC**

Site Address **327 S WASHINGTON AV**

Legal Descriptions 327 WASHINGTON AVE
VETTERLEIN SUB
49.5'NE LOTS 7 & 8

Mailing Address 1101 BROADVIEW AVE
COLUMBUS OH 43212

Transfer Date 06/13/2014

Transfer Price 194,000.00

Instrument Type GW

Prop. Class **R - Residential**
Land Use 510 - ONE-FAMILY DWLG ON PLATTED LC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lien No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 3,041.76
Taxes Paid 3,191.76
Calculated Acreage .07
Legal Acreage .00

Current Market Value

	Land	Improv	Total
Base	\$21,400	\$118,600	\$140,000
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$21,400	\$118,600	\$140,000
CAUV	\$0		

Taxable Value

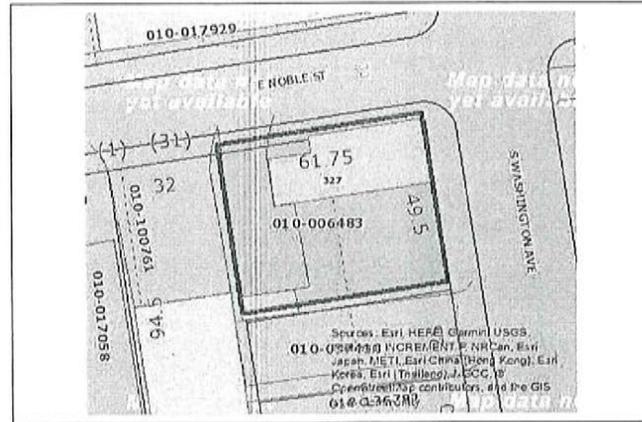
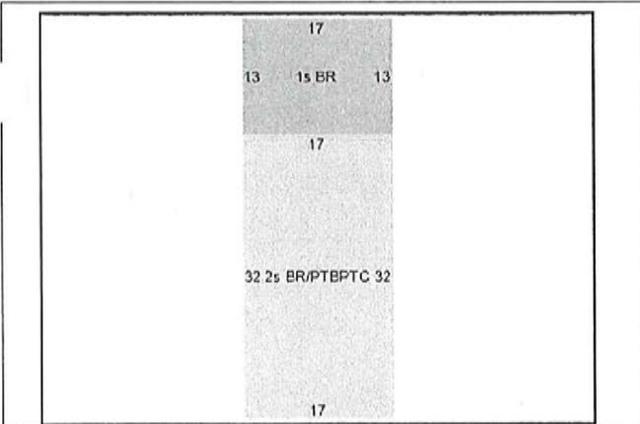
	Land	Improv	Total
Base	\$7,490	\$41,510	\$49,000
TIF	\$0	\$0	\$0
Exempt	\$0	\$0	\$0
Total	\$7,490	\$41,510	\$49,000
CAUV			

Building Data

Year Built 1901
Finished Area 1309
Rooms 5
Bedrms 2
Dining Rooms 1
Full Baths 1
Half Bath 1
Heat/AC 2
Wood Fire 1 / 1
Stories 2

Sketch Legend

0 2s BR/PTBPTC 544 Sq. Ft.
1 1s BR - 22: ONE STORY BRICK 221 Sq. Ft.
1 DET GARAGE - RG1: FRAME DETACHED GARAGE 396 Sq. Ft.



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Owner Name **SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC**

Site Address **492 E MOUND ST**

Legal Descriptions 492-4 E MOUND ST
VETTERLEIN
LOT 5-6

Mailing Address 1101 BROADVIEW AVE
COLUMBUS OH 43212

Transfer Date 01/03/2013

Transfer Price 210,000.00

Instrument Type GW

Prop. Class **I - Industrial**
Land Use 370 - SMALL SHOPS: 0% TO 10% OFC
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X1100
Tax Lein No
CAUV Property No
Owner Occ. Credit 2018: No 2019: No
Homestead Credit 2018: No 2019: No
Rental Registration No
Board of Revision No
Zip Code 43215
Annual Taxes 4,521.08
Taxes Paid 4,521.08
Calculated Acreage .07
Legal Acreage .00

Current Market Value

	Land	Improv	Total
Base	\$17,900	\$90,700	\$108,600
TIF	\$200	\$48,500	\$48,700
Exempt	\$0	\$0	\$0
Total	\$18,100	\$139,200	\$157,300
CAUV	\$0		

Taxable Value

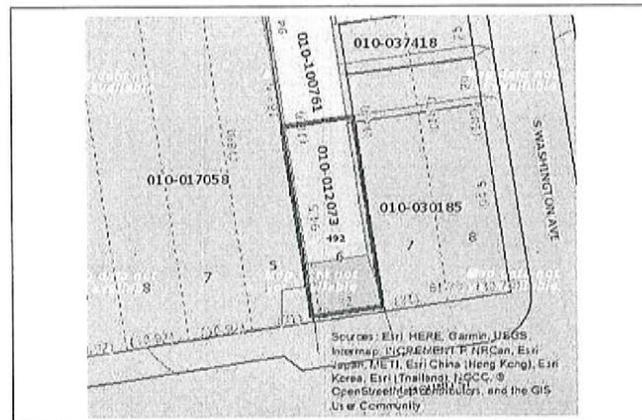
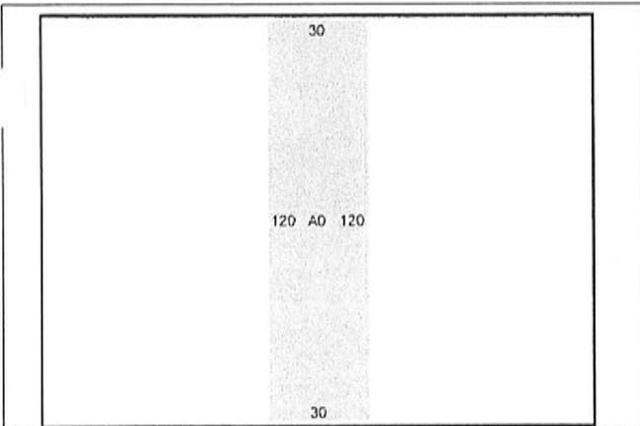
	Land	Improv	Total
Base	\$6,270	\$31,750	\$38,020
TIF	\$70	\$16,980	\$17,050
Exempt	\$0	\$0	\$0
Total	\$6,340	\$48,730	\$55,070
CAUV			

Building Data

Land Use 370-SMALL SHOPS: 0% TO 10% OFC
Year Built 1978
Total Sq Ft 3600
Stories 01
Grade AVERAGE QUALITY

Sketch Legend

- 1 A0 - 044: UTILITY SHOP 3600 Sq. Ft.
- 1 PAVING ASP - PA1: PAVING ASPHALT 1900 Sq. Ft.
- 2 TBV - TBV: TOTAL BLDG VALUE 113100 Sq. Ft.
- 3 TX PRT - TXP: TAXABLE PART 90700 Sq. Ft.
- 4 TIF PRT - TIF: TIF PART 22400 Sq. Ft.



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Owner Name	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC	Prop. Class	R - Residential
		Land Use	510 - ONE-FAMILY DWLG ON PLA
Site Address	327 S WASHINGTON AV	Tax District	010 - CITY OF COLUMBUS
		Sch. District	2503 - COLUMBUS CSD
		App Nbrhd	X1100
Legal Descriptions	327 WASHINGTON AVE VETTERLEIN SUB 49.5'NE LOTS 7 & 8	CAUV	N
		Owner Occ Cred.	N
Mailing Address	1101 BROADVIEW AVE COLUMBUS OH 43212	Annual Taxes	3,041.76
		Taxes Paid	3,191.76
Tax Bill Mailing	SUSTAINABILITY FUNDING ALLIA 645 S GRANT AVE COLUMBUS OH 43206-1216	Board of Revision	No
		CDQ	

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$21,400	\$118,600	\$140,000	\$7,490	\$41,510	\$49,000
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$21,400	\$118,600	\$140,000	\$7,490	\$41,510	\$49,000
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
06/13/2014	SUSTAINABILITY FUNDING	9754	GW	3	194,000
01/06/2006	PATEL MITUL	900183-D	QE	1	0
08/31/2004	PATEL KAILAS PATEL MITUL	911219-D	QE	1	0
08/31/2004	PATEL KAILAS	23539	GW	1	174,000
12/16/1994	MALLOY RANDOLPH J	25325	WD	1	56,500
03/01/1986				1	54,000

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.07

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	X1100	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	Yes
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

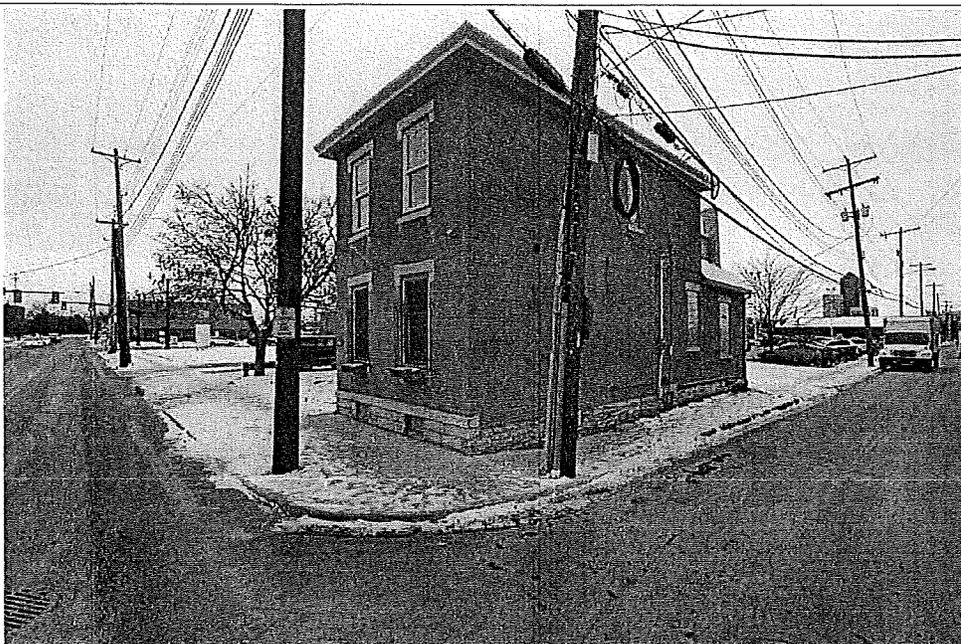
Use Code	510 - ONE-FAM I	Rooms	5	Level 1	765
Style	OLD STYLE	Dining Rms	1	Level 2	544
Exterior Wall Typ	7-BRICK	Bedrms	2	Level 3+	
Year Built	1901	Family Rms		Attic	0
Year Remodeled	1950	Full Baths	1	Fin. Area Above Grd	1309
Effective Year		Half Baths	1	Fin. Area Below Grd	0
Stories	2.0	Basement	1/4 BASEMENT 3/4	Fin. Area	1309
Condition	GOOD	Unfin Area Sq Ft	CRAWL		
Attic	NO ATTIC	Rec Room Sq Ft			
Heat/AC	HEAT / CENTRA				
Fixtures	7				
Wood Fire	1 / 1				
Garage Spaces					

Improvements

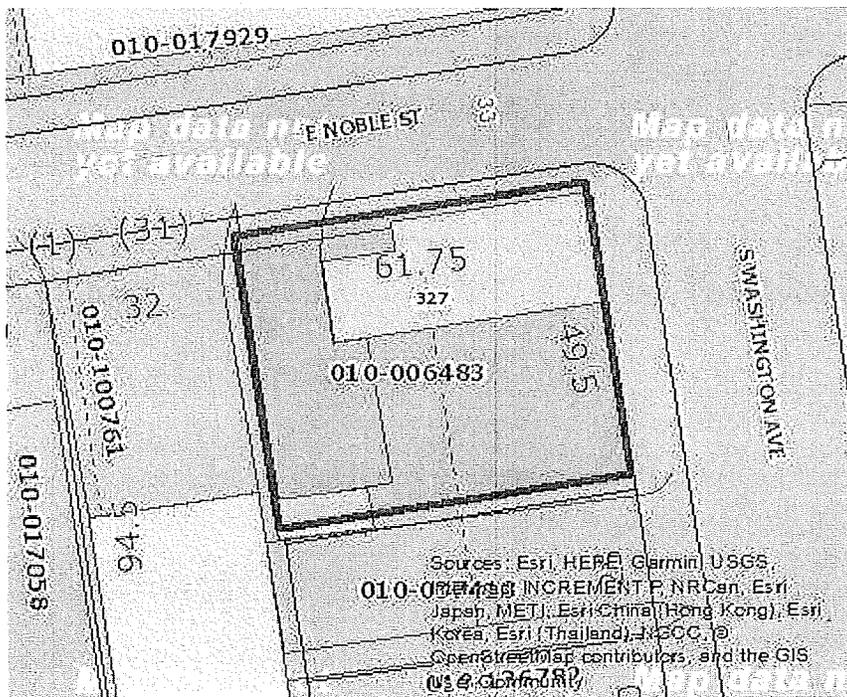
Type	Year Blt	Eff Year Blt	Condition	Size	Area
RG1 - FRAME DETACHED GARAGE	2017		AVERAGE	18 X 22	396

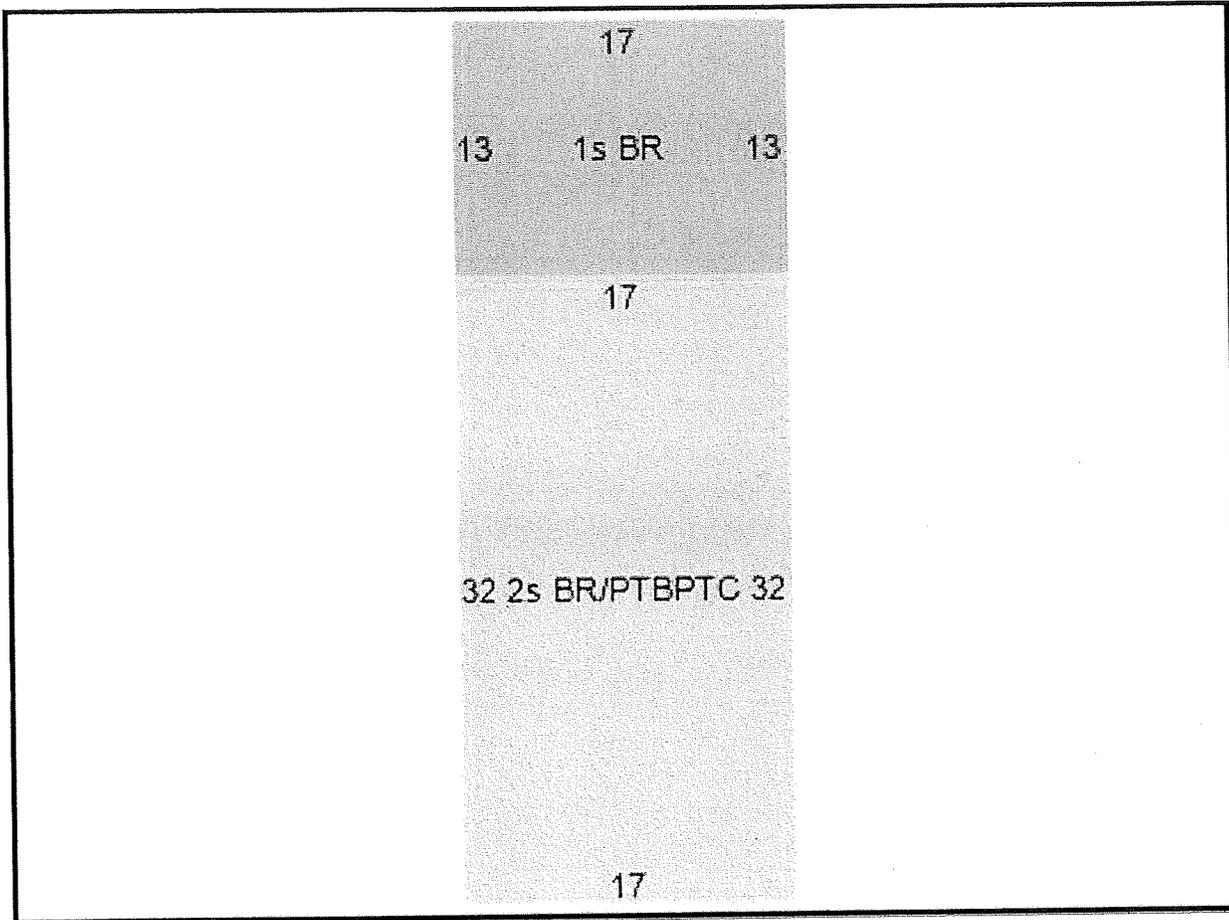
Permits

Date	Est. Cost	Description
10/30/2017	\$ 0	BUILDING PERMIT/PLAN REVIEW: RBLD1712858 ROUGH AND FINISH WIRE ELECTRICAL
10/10/2017	\$ 15,000	ALTER 2 STORY MASONRY, 1 FAMILY DWELLING BY ADD 18' X 22' DETACHED FRAME GA
08/04/2017	\$ 0	CONNECT GAS LINE TO NEW FURNACE. CONNECT 1 MAIN GAS LINE TO NEW PRE-FAB G
04/03/2017	\$ 0	REPLACEMENT OF FURNACE CONDENSER LICENSE NUMBER: H00312 SCOPE ITEM: FL
05/08/2013	\$ 2,200	ROOF



010-006483 12/16/2016





Sketch Legend

- 0 2s BR/PTBPTC 544 Sq. Ft.
- 1 1s BR - 22:ONE STORY BRICK 221 Sq. Ft.
- 1 DET GARAGE - RG1:FRAME DETACHED GARAGE 396 Sq. Ft.

Tax Status

Property Class R - Residential
 Land Use 510 - ONE-FAMILY DWLG ON PLATTI
 Tax District 010 - CITY OF COLUMBUS
 Net Annual Tax 3,041.76
 Taxes Paid 3,191.76
 CDQ Year

Current Year Tax Rates

Full Rate 107.04
 Reduction Factor 0.362518
 Effective Rate 68.2361
 Non Business Rate 0.090266
 Owner Occ. Rate 0.022566

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$21,400	\$118,600	\$140,000	\$7,490	\$41,510	\$49,000
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$21,400	\$118,600	\$140,000	\$7,490	\$41,510	\$49,000
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	5,244.96	0.00		
Reduction	-1,901.40	0.00		
Adjusted Tax	3,343.56	0.00		
Non-Business Credit	-301.80	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	3,041.76	0.00	3,041.76	0.00
Prior	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
SA	150.00	0.00	150.00	0.00
Total	3,191.76	0.00	3,191.76	0.00
1st Half	1,595.88	0.00	1,595.88	0.00
2nd Half	1,595.88	0.00	1,595.88	0.00
Future				

Special Assessment (SA) Detail

	Annual	Adjustment	Payment	Total
19-213 RENTAL REGISTRATION (RR)				
SA Charge	150.00	0.00	150.00	0.00
SA Prior	0.00	0.00	0.00	0.00
SA Penalty	0.00	0.00	0.00	0.00
SA Interest	0.00	0.00	0.00	0.00
SA Total	150.00	0.00	150.00	0.00
SA Future	0.00	0.00	0.00	0.00
SA Pending	0.00	0.00	0.00	0.00
Payoff				0.00

Payment History

Date	Tax Year	Bill Type	Amount
01/10/2019	2018	SA / 19-213	\$ 150.00
01/10/2019	2018	Tax	\$ 3,041.76
01/22/2018	2017	Tax	\$ 2,828.64
01/17/2017	2016	Tax	\$ 390.04
12/28/2016	2016	Tax	\$ 3,964.08

Tax Distribution

County	
General Fund	\$64.82
Children's Services	\$190.75
Alcohol, Drug, & Mental Health	\$86.39
FCBDD	\$274.86
Metro Parks	\$29.45
Columbus Zoo	\$27.39
Senior Options	\$70.74
School District	\$2,048.39
School District (TIF)	\$.00
Township	\$.00
Township (TIF)	\$.00
Park District	\$.00
Vocational School	\$.00
City / Village	\$138.47
City / Village (TIF)	\$.00
Library	\$110.50

BOR Case Status**Rental Contact**

Owner / Contact Name
 Business Name
 Title
 Contact Address1
 Contact Address2
 City
 Zip Code
 Phone Number

Last Updated

CAUV Status

CAUV Status No
 CAUV Application Received No

Owner Name	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC	Prop. Class Land Use	I - Industrial 370 - SMALL SHOPS: 0% TO 10%
Site Address	492 E MOUND ST	Tax District Sch. District App Nbrhd	010 - CITY OF COLUMBUS 2503 - COLUMBUS CSD X1100
Legal Descriptions	492-4 E MOUND ST VETTERLEIN LOT 5-6	CAUV Owner Occ Cred.	N N
Mailing Address	1101 BROADVIEW AVE COLUMBUS OH 43212	Annual Taxes Taxes Paid	4,521.08 4,521.08
Tax Bill Mailing	SUSTAINABILITY FUNDING ALLIA 645 S GRANT AVE COLUMBUS OH 43206-1216	Board of Revision CDQ	No

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$17,900	\$90,700	\$108,600	\$6,270	\$31,750	\$38,020
TIF	\$200	\$48,500	\$48,700	\$70	\$16,980	\$17,050
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$18,100	\$139,200	\$157,300	\$6,340	\$48,730	\$55,070
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
01/03/2013	SUSTAINABILITY FUNDING	120	GW	3	210,000
06/19/1998	TIEDT JAMES	906241-N	CT	2	0
12/04/1995		910171-N	CT	3	0
05/01/1980				1	70,000

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.07
G1-GROSS				
G1-GROSS				

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	X1100	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	No
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

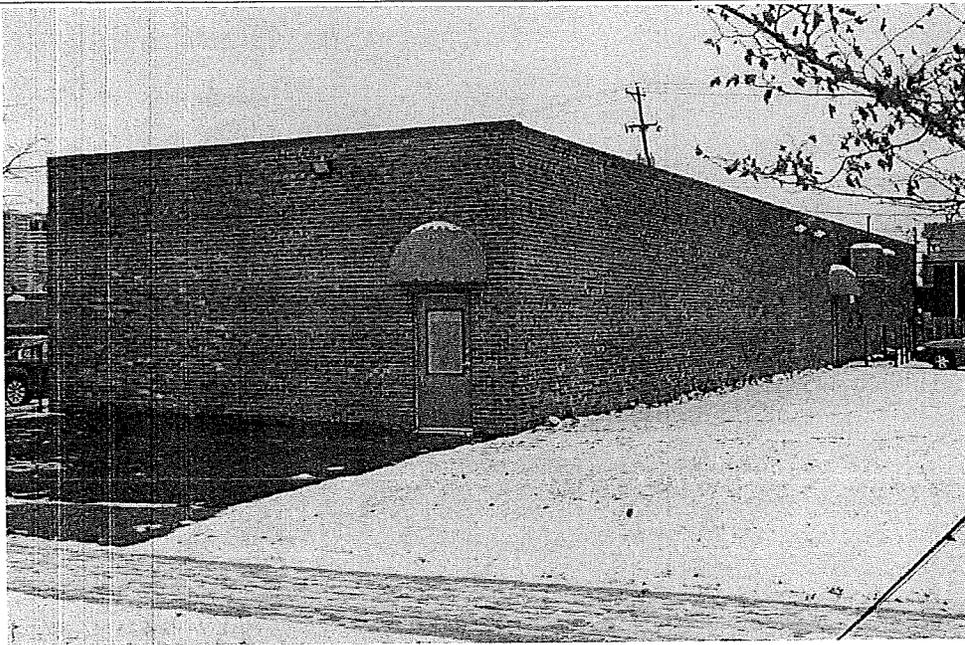
Use Code	-	Rooms	Level 1
Style		Dining Rms	Level 2
Exterior Wall Typ	-	Bedrms	Level 3+
Year Built		Family Rms	Attic
Year Remodeled		Full Baths	Fin. Area Above Grd
Effective Year		Half Baths	Fin. Area Below Grd
Stories		Basement	Fin. Area
Condition		Unfin Area Sq Ft	
Attic		Rec Room Sq Ft	
Heat/AC			
Fixtures			
Wood Fire	0 / 0		
Garage Spaces			

Improvements

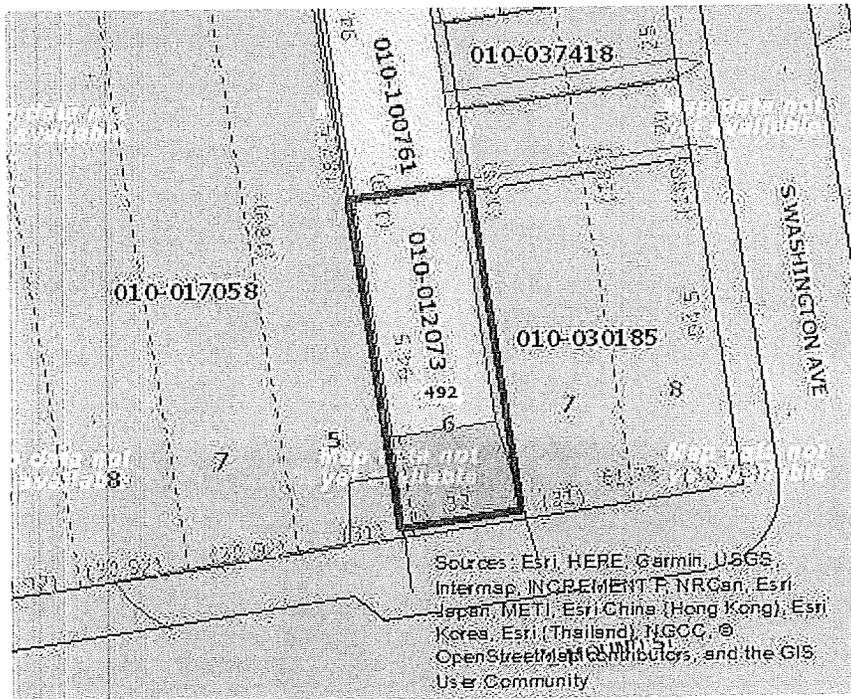
Type	Year Blt	Eff Year Blt	Condition	Size	Area
PA1 - PAVING ASPHALT	1979		AVERAGE	X	1,900
TBV - TOTAL BLDG VALUE	1979			X	113,100
TXP - TAXABLE PART	1979			X	90,700
TIF - TIF PART	1979			X	22,400

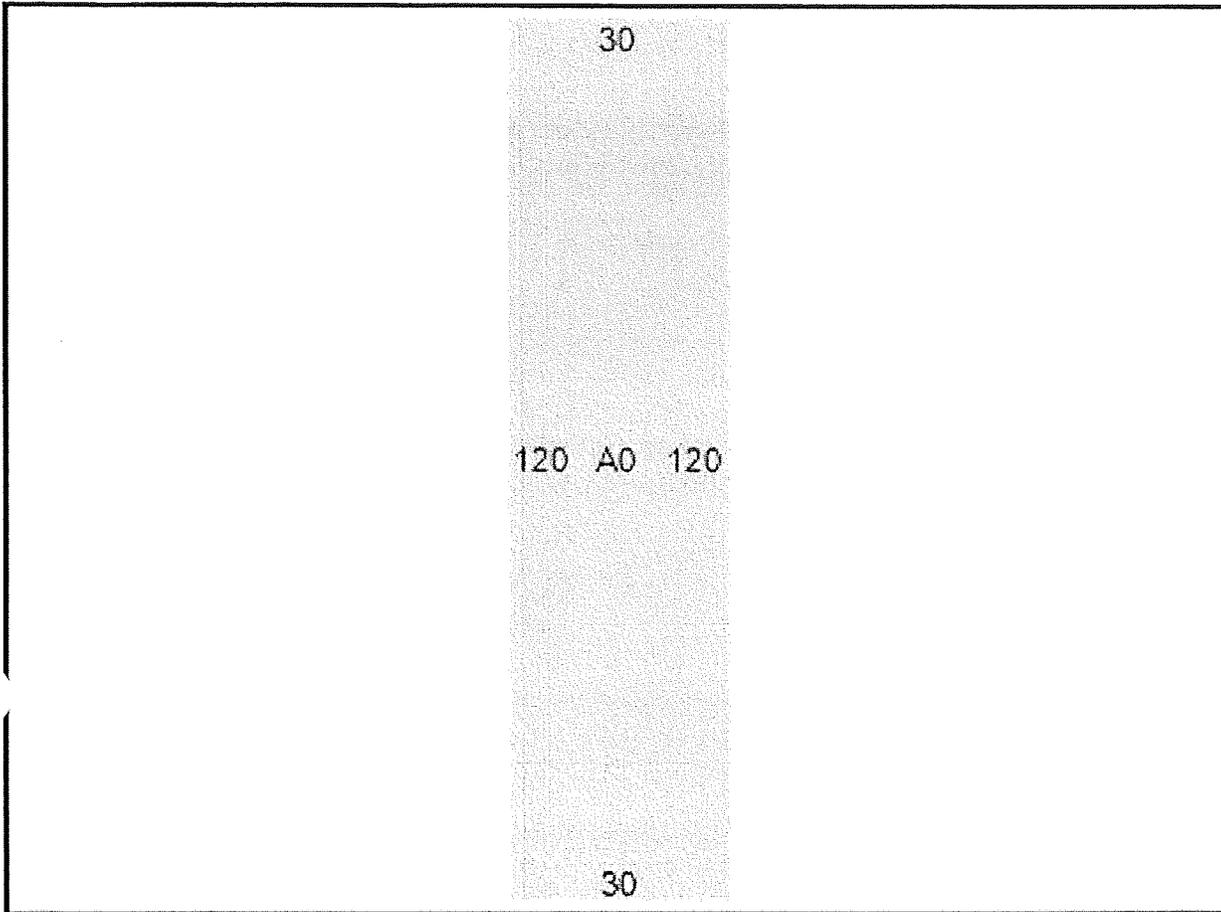
Permits

Date	Est. Cost	Description
03/20/2014	\$ 40,000	492 E MOUND ST COM REROOF NON SHINGLED ROOF BUILT UP ROOF SYSTEM ON A
08/12/2013	\$ 0	ELEC
03/22/2013	\$ 0	ELEC
03/13/2013	\$ 0	HOT WTR HTR
03/13/2013	\$ 0	HVAC



010-012073 12/16/2016





Sketch Legend

- 1 A0 - 044:UTILITY SHOP 3600 Sq. Ft.
- 1 PAVING ASP - PA1:PAVING ASPHALT 1900 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 113100 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 90700 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 22400 Sq. Ft.

Tax Status

Property Class	I - Industrial
Land Use	370 - SMALL SHOPS: 0% TO 10% OF
Tax District	010 - CITY OF COLUMBUS
Net Annual Tax	4,521.08
Taxes Paid	4,521.08
CDQ Year	

Current Year Tax Rates

Full Rate	107.04
Reduction Factor	0.233027
Effective Rate	82.096889
Non Business Rate	0.091572
Owner Occ. Rate	0.022893

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$17,900	\$90,700	\$108,600	\$6,270	\$31,750	\$38,020
TIF	\$200	\$48,500	\$48,700	\$70	\$16,980	\$17,050
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$18,100	\$139,200	\$157,300	\$6,340	\$48,730	\$55,070
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	5,894.70	0.00		
Reduction	-1,373.62	0.00		
Adjusted Tax	4,521.08	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	4,521.08	0.00	4,521.08	0.00
Prior	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
SA	0.00	0.00	0.00	0.00
Total	4,521.08	0.00	4,521.08	0.00
1st Half	2,260.54	0.00	2,260.54	0.00
2nd Half	2,260.54	0.00	2,260.54	0.00
Future				

Special Assessment (SA) Detail

Annual	Adjustment	Payment	Total
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Payment History

Date	Tax Year	Bill Type	Amount
01/10/2019	2018	TIF / 90-181	\$ 1,399.76
01/10/2019	2018	Tax	\$ 3,121.32
01/22/2018	2017	TIF / 90-181	\$ 1,402.64
01/22/2018	2017	Tax	\$ 3,127.76
01/17/2017	2016	TIF / 90-181	\$ 49.25
01/17/2017	2016	Tax	\$ 236.71
12/28/2016	2016	TIF / 90-181	\$ 639.11
12/28/2016	2016	Tax	\$ 3,071.99

Tax Distribution**County**

General Fund	\$55.89
Children's Services	\$176.69
Alcohol, Drug, & Mental Health	\$77.75
FCBDD	\$247.37
Metro Parks	\$26.50
Columbus Zoo	\$26.50
Senior Options	\$61.84
School District	\$2,230.49
School District (TIF)	\$1,000.25
Township	\$.00
Township (TIF)	\$.00
Park District	\$.00
Vocational School	\$.00
City / Village	\$119.38
City / Village (TIF)	\$399.51
Library	\$98.91

BOR Case Status**Rental Contact**

Owner / Contact Name
 Business Name
 Title
 Contact Address1
 Contact Address2
 City
 Zip Code
 Phone Number

Last Updated

CAUV Status

CAUV Status	No
CAUV Application Received	No

Owner Name	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC	Prop. Class	C - Commercial
		Land Use	456 - PARKING LOTS-SURFACE
Site Address	0 S WASHINGTON AV	Tax District	010 - CITY OF COLUMBUS
		Sch. District	2503 - COLUMBUS CSD
		App Nbrhd	X1100
Legal Descriptions	333 S WASHINGTON AVE VETTERLINE 25'S MID PT LTS 7-8	CAUV	N
		Owner Occ Cred.	N
Mailing Address	1101 BROADVIEW AVE COLUMBUS OH 43212	Annual Taxes	313.60
		Taxes Paid	383.33
Tax Bill Mailing	SUSTAINABILITY FUNDING ALLIA 645 S GRANT AVE COLUMBUS OH 43206-1216	Board of Revision	No
		CDQ	

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$9,300	\$1,400	\$10,700	\$3,260	\$490	\$3,750
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$9,300	\$1,600	\$10,900	\$3,260	\$560	\$3,820
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
06/13/2014	SUSTAINABILITY FUNDING	9754	GW	3	194,000
08/12/2013	PATEL MITUL	15943	GW	3	10,900
04/05/2011	PATEL SAROJ N	4185	GW	1	10,700
07/11/2007	BADURINA MIKE	907821-M	QE	1	0
02/09/1999	COLUMBUS INFILL	901337-M	GE	1	0
10/16/1978	BADURINA MIKE			0	0

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.04

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	X1100	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	No
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

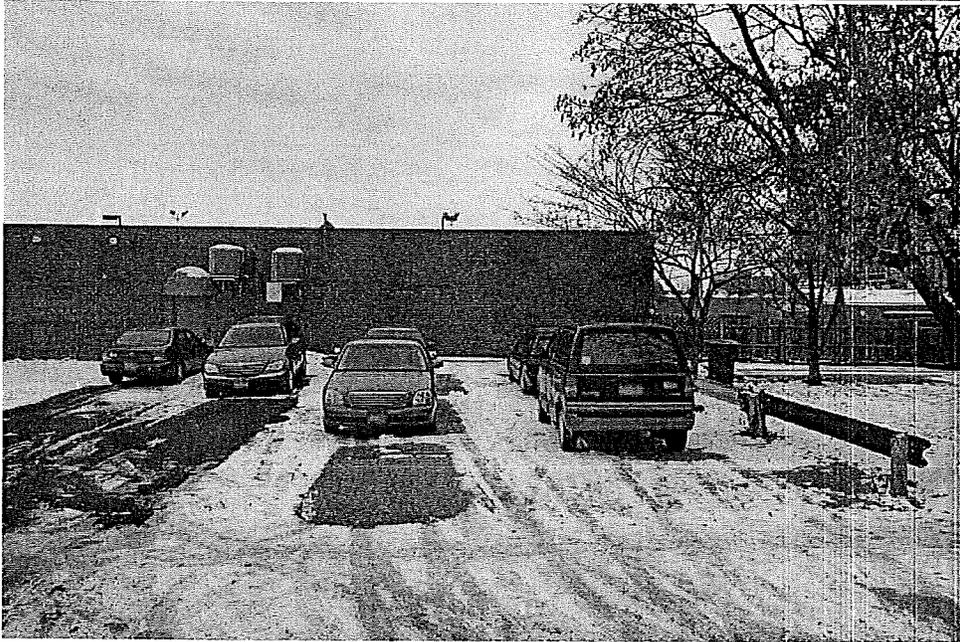
Use Code	-	Rooms	Level 1
Style		Dining Rms	Level 2
Exterior Wall Typ	-	Bedrms	Level 3+
Year Built		Family Rms	Attic
Year Remodeled		Full Baths	Fin. Area Above Grd
Effective Year		Half Baths	Fin. Area Below Grd
Stories		Basement	Fin. Area
Condition		Unfin Area Sq Ft	
Attic		Rec Room Sq Ft	
Heat/AC			
Fixtures			
Wood Fire	0 / 0		
Garage Spaces			

Improvements

Type	Year Blt	Eff Year Blt	Condition	Size	Area
PA1 - PAVING ASPHALT	1981		AVERAGE	X	1,500
TBV - TOTAL BLDG VALUE	1981			X	1,600
TXP - TAXABLE PART	1981			X	1,400
TIF - TIF PART	1981			X	200

Permits

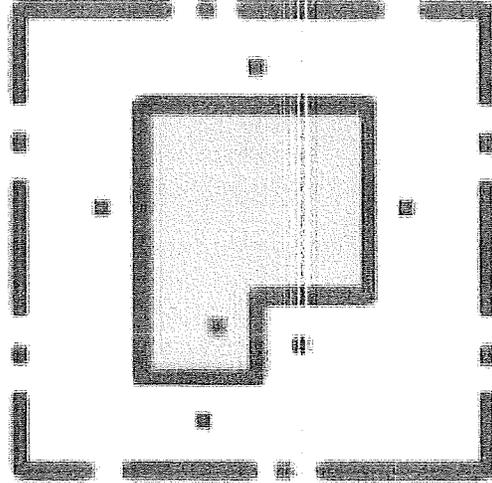
Date	Est. Cost	Description
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010-037418 12/16/2016



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Sorry, no sketch available
for this record

Sketch Legend

- 1 PAVING ASP - PA1:PAVING ASPHALT 1500 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1600 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1400 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.

Tax Status
 Property Class
 Land Use
 Tax District
 Net Annual Tax
 Taxes Paid
 CDQ Year

C - Commercial
 456 - PARKING LOTS-SURFACE
 010 - CITY OF COLUMBUS
 313.60
 383.33

Current Year Tax Rates

Full Rate 107.04
 Reduction Factor 0.233027
 Effective Rate 82.096889
 Non Business Rate 0.091572
 Owner Occ. Rate 0.022893

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$9,300	\$1,400	\$10,700	\$3,260	\$490	\$3,750
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$9,300	\$1,600	\$10,900	\$3,260	\$560	\$3,820
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	408.90	0.00		
Reduction	-95.30	0.00		
Adjusted Tax	313.60	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	313.60	0.00	313.60	0.00
Prior	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
SA	69.73	0.00	69.73	0.00
Total	383.33	0.00	383.33	0.00
1st Half	191.67	0.00	191.67	0.00
2nd Half	191.66	0.00	191.66	0.00
Future				

Special Assessment (SA) Detail

	Annual	Adjustment	Payment	Total
32-338 (010) SEWER RENTAL(20338)				
SA Charge	69.73	0.00	69.73	0.00
SA Prior	0.00	0.00	0.00	0.00
SA Penalty	0.00	0.00	0.00	0.00
SA Interest	0.00	0.00	0.00	0.00
SA Total	69.73	0.00	69.73	0.00
SA Future	0.00	0.00	0.00	0.00
SA Pending	0.00	0.00	0.00	13.75
Payoff				13.75

Payment History

Date	Tax Year	Bill Type	Amount
01/10/2019	2018	SA / 32-338	\$ 69.73
01/10/2019	2018	TIF / 90-181	\$ 5.74
01/10/2019	2018	Tax	\$ 307.86
01/22/2018	2017	SA / 32-338	\$ 41.37
01/22/2018	2017	TIF / 90-181	\$ 5.76
01/22/2018	2017	Tax	\$ 308.50
01/17/2017	2016	SA / 32-338	\$ 11.12
01/17/2017	2016	TIF / 90-181	\$ 1.24
01/17/2017	2016	Tax	\$ 66.23
12/28/2016	2016	SA / 32-338	\$ 43.69
12/28/2016	2016	TIF / 90-181	\$ 4.86
12/28/2016	2016	Tax	\$ 260.11

Tax Distribution

County	Amount
General Fund	\$5.51
Children's Services	\$17.43
Alcohol, Drug, & Mental Health	\$7.67
FCBDD	\$24.40
Metro Parks	\$2.61
Columbus Zoo	\$2.61
Senior Options	\$6.10
School-District	\$220.00
School District (TIF)	\$4.10
Township	\$0.00
Township (TIF)	\$0.00
Park District	\$0.00
Vocational School	\$0.00
City / Village	\$11.77
City / Village (TIF)	\$1.64
Library	\$9.76

BOR Case Status

Rental Contact

Owner / Contact Name
 Business Name
 Title
 Contact Address1
 Contact Address2
 City
 Zip Code
 Phone Number

Last Updated

CAUV Status

CAUV Status No
 CAUV Application Received No

Owner Name	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC	Prop. Class Land Use	I - Industrial 370 - SMALL SHOPS: 0% TO 10%
Site Address	0 E NOBLE ST	Tax District Sch. District App Nbrhd	010 - CITY OF COLUMBUS 2503 - COLUMBUS CSD X1100
Legal Descriptions	493-491 E NOBLE ST VETTERLEIN LOT 5-6	CAUV Owner Occ Cred.	N N
Mailing Address	1101 BROADVIEW AVE COLUMBUS OH 43212	Annual Taxes Taxes Paid	520.50 520.50
Tax Bill Mailing	SUSTAINABILITY FUNDING ALLIA 645 S GRANT AVE COLUMBUS OH 43206-1216	Board of Revision CDQ	No

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
01/03/2013	SUSTAINABILITY FUNDING	120	GW	3	210,000
06/19/1998	TIEDT JAMES	906241-N	CT	2	0
12/04/1995		910171-N	CT	3	0
05/01/1980				1	70,000

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.07

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	X1100	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	No
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

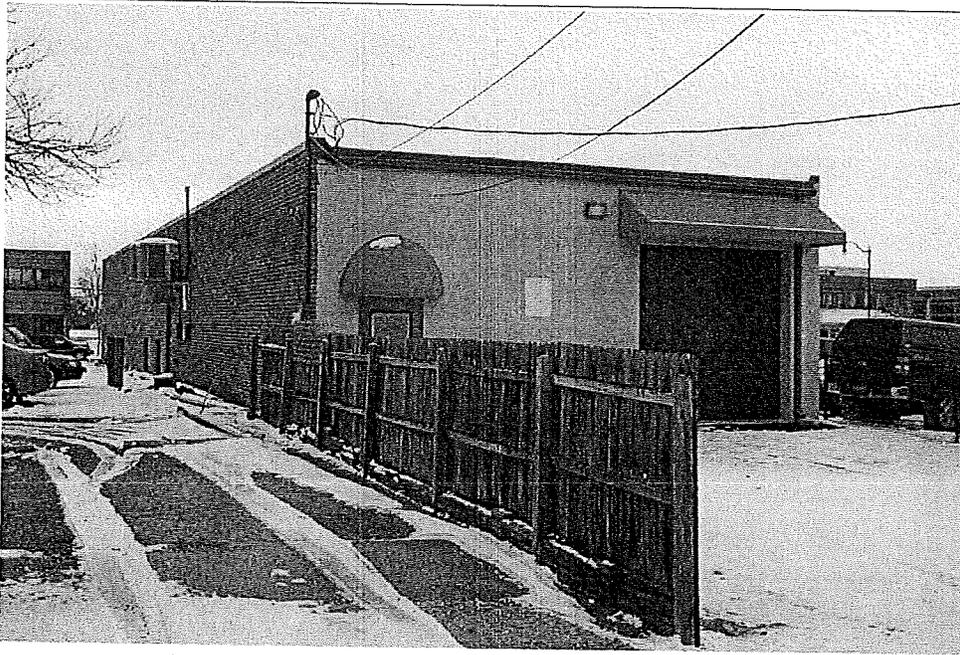
Use Code	-	Rooms	Level 1
Style		Dining Rms	Level 2
Exterior Wall Typ	-	Bedrms	Level 3+
Year Built		Family Rms	Attic
Year Remodeled		Full Baths	Fin. Area Above Grd
Effective Year		Half Baths	Fin. Area Below Grd
Stories		Basement	Fin. Area
Condition		Unfin Area Sq Ft	
Attic		Rec Room Sq Ft	
Heat/AC			
Fixtures			
Wood Fire	0 / 0		
Garage Spaces			

Improvements

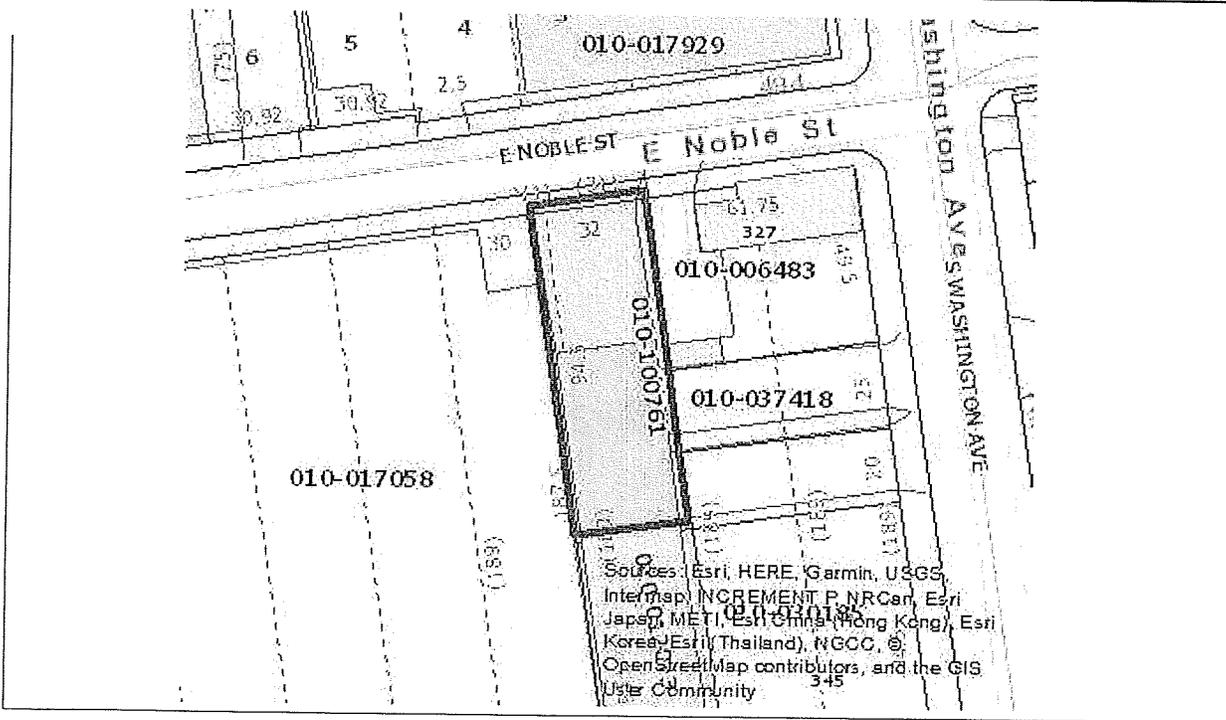
Type	Year Blt	Eff Year Blt	Condition	Size	Area
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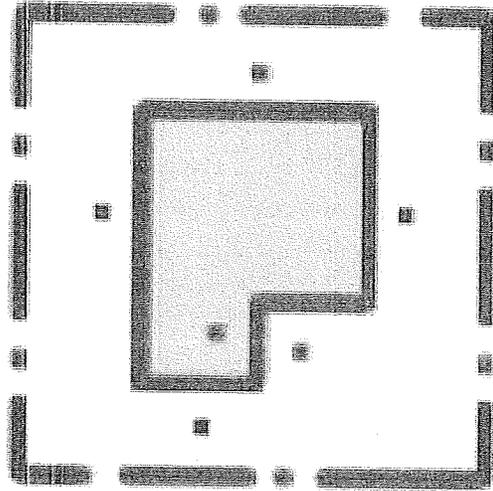
Permits

Date	Est. Cost	Description
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010-100761 12/16/2016





Sorry, no sketch available
for this record

Sketch Legend

Tax Status
 Property Class
 Land Use
 Tax District
 Net Annual Tax
 Taxes Paid
 CDQ Year

I - Industrial
 370 - SMALL SHOPS: 0% TO 10% OF
 010 - CITY OF COLUMBUS
 520.50
 520.50

Current Year Tax Rates

Full Rate 107.04
 Reduction Factor 0.233027
 Effective Rate 82.096889
 Non Business Rate 0.091572
 Owner Occ. Rate 0.022893

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$18,100	\$0	\$18,100	\$6,340	\$0	\$6,340
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	678.64	0.00		
Reduction	-158.14	0.00		
Adjusted Tax	520.50	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	520.50	0.00	520.50	0.00
Prior	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
SA	0.00	0.00	0.00	0.00
Total	520.50	0.00	520.50	0.00
1st Half	260.25	0.00	260.25	0.00
2nd Half	260.25	0.00	260.25	0.00
Future				

Special Assessment (SA) Detail

Annual	Adjustment	Payment	Total
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Payment History

Date	Tax Year	Bill Type	Amount
01/10/2019	2018	Tax	\$ 520.50
01/22/2018	2017	Tax	\$ 521.56
01/17/2017	2016	Tax	\$ 39.48
12/28/2016	2016	Tax	\$ 512.26

Tax Distribution

County	Amount
General Fund	\$9.32
Children's Services	\$29.46
Alcohol, Drug, & Mental Health	\$12.96
FCBDD	\$41.25
Metro Parks	\$4.42
Columbus Zoo	\$4.42
Senior Options	\$10.31
School District	\$371.96
School District (TIF)	\$0.00
Township	\$0.00
Township (TIF)	\$0.00
Park District	\$0.00
Vocational School	\$0.00
City / Village	\$19.91
City / Village (TIF)	\$0.00
Library	\$16.49

BOR Case Status

Rental Contact

Owner / Contact Name
 Business Name
 Title
 Contact Address1
 Contact Address2
 City
 Zip Code
 Phone Number

Last Updated

CAUV Status

CAUV Status No
 CAUV Application Received No

Owner Name	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC	Prop. Class	I - Industrial
Site Address	0 S WASHINGTON AV	Land Use	370 - SMALL SHOPS: 0% TO 10%
Legal Descriptions	335 S WASHINGTON AVE VETTERLINE LOT 7-8	Tax District	010 - CITY OF COLUMBUS
Mailing Address	1101 BROADVIEW AVE COLUMBUS OH 43212	Sch. District	2503 - COLUMBUS CSD
Tax Bill Mailing	SUSTAINABILITY FUNDING ALLIANCE OF OHIO INC 645 S GRANT AVE COLUMBUS OH 43206-1216	App Nbrhd	X1100
		CAUV	N
		Owner Occ Cred.	N
		Annual Taxes	250.38
		Taxes Paid	250.38
		Board of Revision	No
		CDQ	

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$7,400	\$1,100	\$8,500	\$2,590	\$390	\$2,980
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,400	\$1,300	\$8,700	\$2,590	\$460	\$3,050
CAUV	\$0					

Sales

Date	Grantor	Convey No.	Convey Typ	# Parcels	Sales Price
01/03/2013	SUSTAINABILITY FUNDING	120	GW	3	210,000
08/05/1998	TIEDT JAMES	907959-N	CT	1	0
12/04/1995		910171-N	CT	3	0
05/01/1980				1	5,000

Land

Lot Type	Act Front	Eff Front	Eff Depth	Acres
S1-SQUARE FOOT				.03

Site Characteristics

Property Status	Developed	Excess Frontage	No
Neighborhood	X1100	Alley	No
Elevation	Street Level	Sidewalk	Yes
Terrain	Flat	Corner Lot	No
Street/Road	Paved	Wooded Lot	No
Traffic	Normal	Water Front	No
Irregular Shape	No	View	No

Building Data

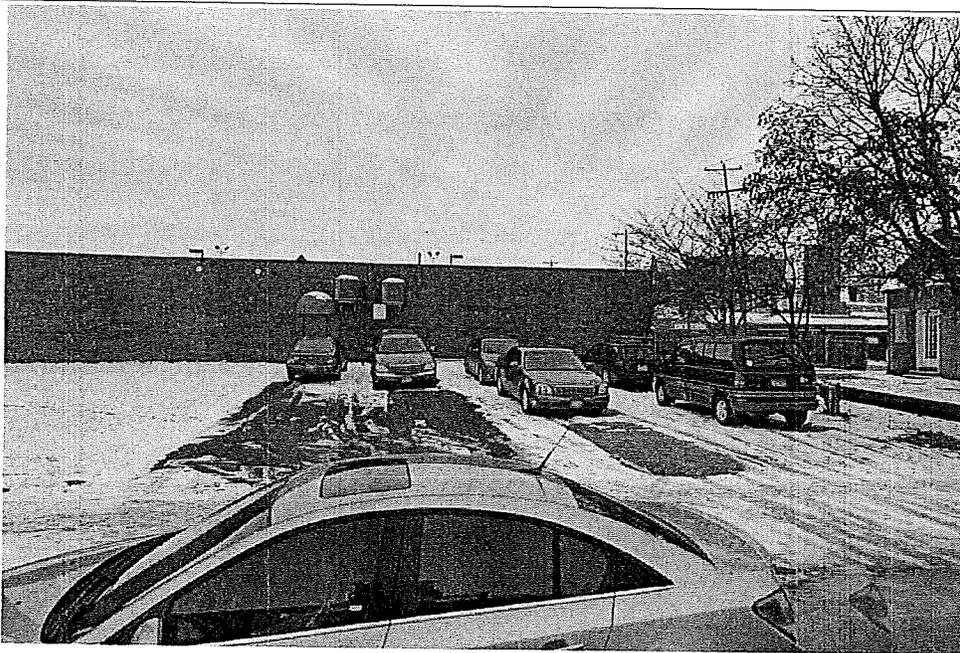
Use Code	-	Rooms	Level 1
Style		Dining Rms	Level 2
Exterior Wall Typ	-	Bedrms	Level 3+
Year Built		Family Rms	Attic
Year Remodeled		Full Baths	Fin. Area Above Grd
Effective Year		Half Baths	Fin. Area Below Grd
Stories		Basement	Fin. Area
Condition		Unfin Area Sq Ft	
Attic		Rec Room Sq Ft	
Heat/AC			
Fixtures			
Wood Fire	0 / 0		
Garage Spaces			

Improvements

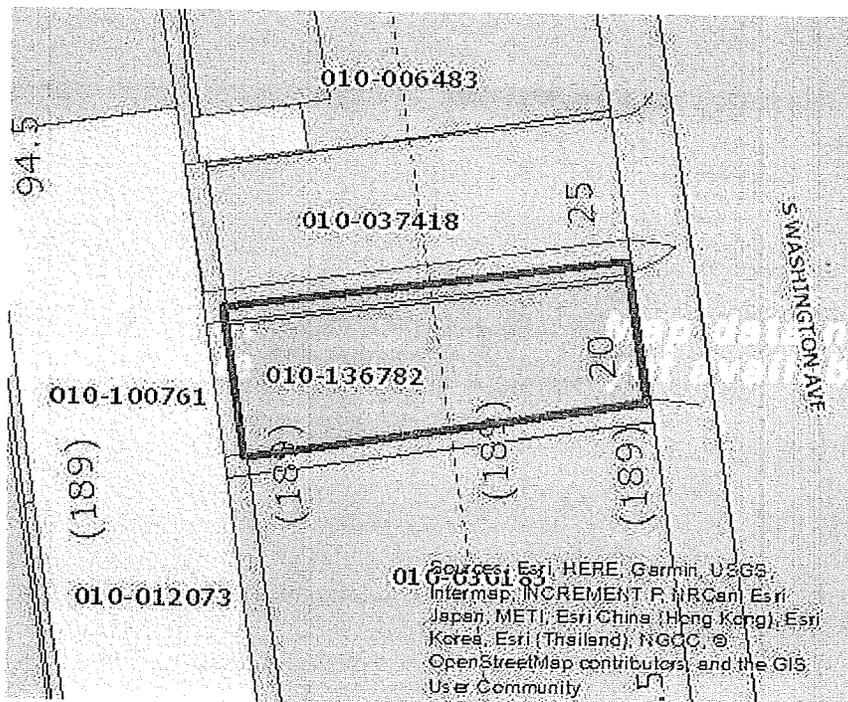
Type	Year Blt	Eff Year Blt	Condition	Size	Area
PA1 - PAVING ASPHALT	1981		AVERAGE	X	1,200
TBV - TOTAL BLDG VALUE	1981			X	1,300
TXP - TAXABLE PART	1981			X	1,100
TIF - TIF PART	1981			X	200

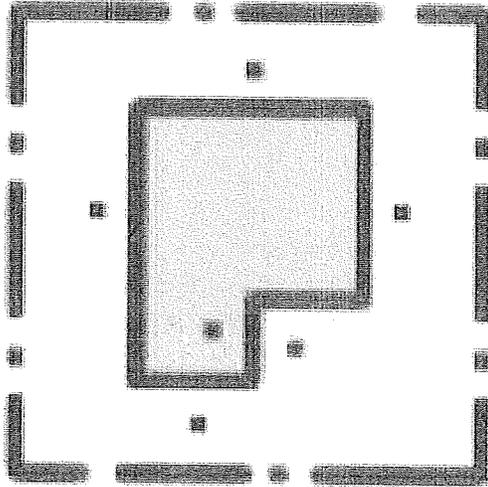
Permits

Date	Est. Cost	Description
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010-136782 12/16/2016





Sorry, no sketch available
for this record

Sketch Legend

- 1 PAVING ASP - PA1:PAVING ASPHALT 1200 Sq. Ft.
- 2 TBV - TBV:TOTAL BLDG VALUE 1300 Sq. Ft.
- 3 TX PRT - TXP:TAXABLE PART 1100 Sq. Ft.
- 4 TIF PRT - TIF:TIF PART 200 Sq. Ft.

Tax Status

Property Class I - Industrial
 Land Use 370 - SMALL SHOPS: 0% TO 10% OF
 Tax District 010 - CITY OF COLUMBUS
 Net Annual Tax 250.38
 Taxes Paid 250.38
 CDQ Year

Current Year Tax Rates

Full Rate 107.04
 Reduction Factor 0.233027
 Effective Rate 82.096889
 Non Business Rate 0.091572
 Owner Occ. Rate 0.022893

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
BASE	\$7,400	\$1,100	\$8,500	\$2,590	\$390	\$2,980
TIF	\$0	\$200	\$200	\$0	\$70	\$70
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$7,400	\$1,300	\$8,700	\$2,590	\$460	\$3,050
CAUV	\$0					

Tax Year Detail

	Annual	Adjustment	Payment	Total
Original Tax	326.48	0.00		
Reduction	-76.10	0.00		
Adjusted Tax	250.38	0.00		
Non-Business Credit	0.00	0.00		
Owner Occupancy Credit	0.00	0.00		
Homestead Credit	0.00	0.00		
Net Annual	250.38	0.00	250.38	0.00
Prior	0.00	0.00	0.00	0.00
Penalty	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00
SA	0.00	0.00	0.00	0.00
Total	250.38	0.00	250.38	0.00
1st Half	125.19	0.00	125.19	0.00
2nd Half	125.19	0.00	125.19	0.00
Future				

Special Assessment (SA) Detail

Annual	Adjustment	Payment	Total
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Payment History

Date	Tax Year	Bill Type	Amount
01/10/2019	2018	TIF / 90-181	\$ 5.74
01/10/2019	2018	Tax	\$ 244.64
01/22/2018	2017	TIF / 90-181	\$ 5.76
01/22/2018	2017	Tax	\$ 245.16
01/17/2017	2016	TIF / 90-181	\$ 0.44
01/17/2017	2016	Tax	\$ 18.56
12/28/2016	2016	TIF / 90-181	\$ 5.66
12/28/2016	2016	Tax	\$ 240.78

Tax Distribution

County	
General Fund	\$4.38
Children's Services	\$13.85
Alcohol, Drug, & Mental Health	\$6.09
FCBDD	\$19.39
Metro Parks	\$2.08
Columbus Zoo	\$2.08
Senior Options	\$4.85
School District	\$174.81
School District (TIF)	\$4.10
Township	\$0.00
Township (TIF)	\$0.00
Park District	\$0.00
Vocational School	\$0.00
City / Village	\$9.36
City / Village (TIF)	\$1.64
Library	\$7.75

BOR Case Status**Rental Contact**

Owner / Contact Name

Business Name

Title

Contact Address1

Contact Address2

City

Zip Code

Phone Number

Last Updated

CAUV Status

CAUV Status No

CAUV Application Received No



Our Office Real Estate Search Online Tools Reference Contact Us

Search by
Owner

SUSTAINABILITY FUNDING

Type In: LastName FirstName

Options

Sort by: Parcel ID Ascending

Results/page: 25

Search

Data Current as of 31/Jan/2019

Results

Click rows to view property details

Displaying 1 - 5 of 5

<input type="checkbox"/>	Parcel ID ▲	Address	Owner 1	Owner 2
<input type="checkbox"/>	010-006483-00	327 S WASHINGTON AV	SUSTAINABILITY FUNDING	ALLIANCE OF OHIO INC
<input type="checkbox"/>	010-012073-00	492 E MOUND ST	SUSTAINABILITY FUNDING	ALLIANCE OF OHIO INC
<input type="checkbox"/>	010-037418-00	S WASHINGTON AV	SUSTAINABILITY FUNDING	ALLIANCE OF OHIO INC
<input type="checkbox"/>	010-100761-00	E NOBLE ST	SUSTAINABILITY FUNDING	ALLIANCE OF OHIO INC
<input type="checkbox"/>	010-136782-00	S WASHINGTON AV	SUSTAINABILITY FUNDING	ALLIANCE OF OHIO INC

Printable Version

Results Page: 1

Selection Manager

- Select page all
- Select all
- Deselect page all
- Deselect all

Search Manager

- View List - Map

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

Go

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To be recorded with Deed
Records - ORC § 317.08

**ENVIRONMENTAL COVENANT FOR
CUYAHOGA RIVER CORRIDOR BROWNFIELD AREA
HIGH BRIDGE GLENS
1783, 1817, 1839 and 1840 - 1854 FRONT STREET
CUYAHOGA FALLS, SUMMIT COUNTY, OHIO**

This Environmental Covenant is entered into by the City of Cuyahoga Falls, ETRA, LLC, an Ohio limited liability company, Testa Enterprises, Inc., an Ohio corporation (collectively, the "Owners") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property described in section 2 herein ("the Property") to the activity and use limitations set forth herein. The Village at Watermark Condominium Association, Inc. (the "Association") joins in the execution of this Environmental Covenant in so far as it contains representations concerning the Association, the Condominium (defined below) and the Watermark Condominium Property (defined below).

WHEREAS, the City of Cuyahoga Falls has undertaken a voluntary action with respect to the Property under Ohio's Voluntary Action Program ("VAP"), pursuant to ORC Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300.

WHEREAS, a portion of the Property is owned by:

Parcel No.	Owners
02-10988	ETRA, LLC
02-05039	City of Cuyahoga Falls
02-20002	City of Cuyahoga Falls
02-17696	Testa Enterprises, Inc.
02-03122	Testa Enterprises, Inc.
02-03123	Testa Enterprises, Inc.
02-03124	Testa Enterprises, Inc.
02-17770	Testa Enterprises, Inc.

B
First American - Akron Commercial
Order No. 171380 acom

DOC # 56431108

Page 1 of 28
12/03/2018 3:12 PM Recording Fee: \$ 236.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



WHEREAS, the Property also includes Summit County Parcel Nos. 02-20556, 02-20557, 02-20558, 02-20559, 02-20560, 02-20561, 02-20562, 02-20563, 02-20564, 02-20565, 02-20566, 02-20567, 02-20568, 02-20569 and 02-20596 (collectively, the "Watermark Condominium Property"), which Watermark Condominium Property is comprised of units and limited common area within the Village at Watermark Condominium (the "Condominium"), which Condominium is governed by and subject to the terms and provisions of a Declaration of Condominium Ownership ("Declaration") recorded as reception no. 55827426 of the Summit County records.

WHEREAS, the Association by that certain Amendment to the Declaration has established a covenant that shall run with the land and which provides for the same covenants embodied within Sections 5 and 6 of this Environmental Covenant, a copy of which is attached hereto as Attachment A.

WHEREAS, the voluntary action remedy for the Property includes the activity and use limitation set forth in this Environmental Covenant. Certified Professional Cara Henegar, CP No. 321 issued a no further action letter ("NFA Letter") for the Property on June 24, 2013 and submitted the NFA Letter to Ohio EPA ("No. 13NFA520"), with a request for a covenant not to sue.

WHEREAS, the activity and use limitation supports the issuance of the NFA Letter and a covenant not to sue for the Property; the limitation protects against exposure to the hazardous substances in ground water on or underlying the Property.

WHEREAS, the NFA Letter's executive summary contains an overview of the voluntary action. The executive summary may be reviewed as an exhibit to the covenant not to sue issued for the Property, recorded in the deed records for the Property in the Summit County Fiscal Office Recorder Division. The covenant not to sue and the NFA Letter (No. 13NFA520) may also be reviewed by contacting the Records Management Officer for the Division of Environmental Response and Revitalization, at Ohio EPA's Central Office, 50 West Town Street, Columbus, OH 43216, (614) 644-2924, or at Ohio EPA's Northeast District Office at 2110 East Aurora Road, Twinsburg, Ohio 44087, (330) 963-1295, or by contacting the City of Cuyahoga Falls at 2310 Front Street, Cuyahoga Falls, Ohio 44221, (330) 971-8136.

Now therefore, the Owners and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

DOC # 56431108



2. Property. This Environmental Covenant concerns an approximately 7.4-acre tract of real property at 1783, 1817, 1839 and 1840 - 1854 Front Street, Cuyahoga Falls, Summit County, Ohio, which is more particularly described in Attachment B attached hereto and hereby incorporated by reference herein ("Property"). Attachment B lists the parcels comprising the Property by parcel number, which are current as of the execution of this Environmental Covenant.

3. Owners. This Property is owned by the Owners listed on Attachment B. The owners of the Watermark Condominium Property have no rights to ground water use, in accordance with the terms of the Declaration, as amended.

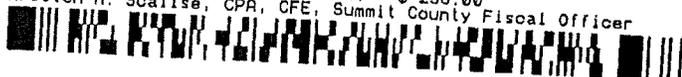
4. Holder. Pursuant to ORC § 5301.81, the holder of this Environmental Covenant ("Holder") is each of the Owners listed above.

5. Activity and Use Limitation. As part of the voluntary action remedy described in the NFA Letter, Owners hereby impose and agree to comply with the following activity and use limitation:

A. Limitation Prohibiting Ground Water Extraction and Use. Ground water underlying the Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of ground water, or extraction associated with construction activities.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owners, during the time that the Owners own the Property or any portion thereof, and upon all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee", as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple and easement holders.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 and other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitation contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce against any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC § 3746.05, if the Property or any portion thereof is put to a use that does not comply with this Environmental Covenant, the covenant



not to sue issued for the Property by the Director of Ohio EPA under ORC § 3746.12 is void on and after the date of the commencement of the noncompliant use.

8. Rights of Access. Owners hereby grant to Ohio EPA's authorized representatives the right of access to the Property (and with respect to the Condominium the limited common area which includes the ground that is a part of the Condominium) for implementation or enforcement of this Environmental Covenant and shall require such access as a condition of any transfer of the Property or any portion thereof.

9. Compliance Reporting. Owners or Transferee, if applicable, shall, upon request by Ohio EPA, submit to Ohio EPA written documentation verifying that the activity and use limitation set forth herein remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion thereof which is not subject to the Declaration shall contain a notice of the activity and use limitation set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

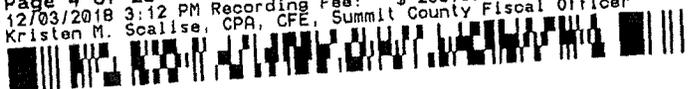
THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE SUMMIT COUNTY FISCAL OFFICE RECORDER DIVISION ON _____, 201__, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATION:

- Limitation prohibiting ground water extraction and use except for investigation, monitoring, or remediation of groundwater or extraction associated with construction activities.

Owners or Transferee, if applicable, shall notify Ohio EPA within ten (10) days after each conveyance of an interest in the Property or any portion thereof. The notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Each of the Owners with respect to its interest in the Property, hereby represents and warrants to the other signatories hereto:

DOC # 56431108



- A. that each of the Owners is the sole owner of the Property to which it asserts an interest pursuant to this Environmental Declaration;
- B. that each of the Owners holds fee simple title to the Property to which it asserts an interest pursuant to this Environmental Declaration;
- C. that each of the Owners has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- D. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which each of Owners is a party or by which such Owner may be bound or affected;

12. Amendment or Termination. This Environmental Covenant may be amended or terminated by consent of all of the following: the Owners, or a Transferee, if applicable; and the Director of the Ohio EPA, pursuant to ORC §§ 5301.82 and 5301.90 and other applicable law. The term, "Amendment", as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitation set forth herein. The term, "Termination", as used in this Environmental Covenant, shall mean the elimination of the activity and use limitation set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and by the Owners or Transferees, if applicable, of the Property or any portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owners or Transferees, if applicable, shall file such instrument for recording with the Summit County Fiscal Office Recorder Division, and shall provide a file- and date-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.



15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the City of Cuyahoga Falls shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Summit County Fiscal Office Recorder Division.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Summit County Fiscal Office Recorder Division.

17. Distribution of Environmental Covenant. The City of Cuyahoga Falls shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to the other Owners and to Ohio EPA.

18. Notice. Unless otherwise notified in writing by any party hereto or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

As to Ohio EPA:

Ohio EPA – Central Office
Division of Environmental Response and
Revitalization
50 West Town Street
Columbus, Ohio 43216
Attn.: DERR Records Management Officer
regarding 13NFA520

Or, send electronically to:
records@epa.ohio.gov

And

Ohio EPA – Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
Attn.: DERR Site Coordinator for NFA
Letter 13NFA520

As to Owners:

City of Cuyahoga Falls
2310 Front Street
Cuyahoga Falls, Ohio 44221
Attn: Planning Director

ETRA, LLC
c/o STATUTORY AGENT
CORPORATION
C/O LIBARIA, 52 E GAY STREET
COLUMBUS, OH 43215
Attn: Statutory Agent

Testa Enterprises, Inc.
2335 Second Street
Cuyahoga Falls, Ohio 44223
Attn: Paul J. Testa, President

As to the Association and the
Condominium

The Village at Watermark Condominium
Association, Inc.
c/o 2335 Second Street
Cuyahoga Falls, Ohio 44223
Attn: Paul J. Testa

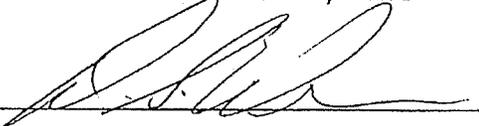
DOC # 56431108



The undersigned represents and certifies that the undersigned is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

CITY OF CUYAHOGA FALLS, OHIO

By: 

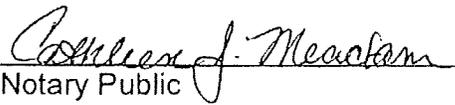
Print Name: Donald S. Walters

Its: Mayor

State of Ohio)
) ss:
County of Summit)

Before me, a notary public, in and for said county and state, personally appeared Donald S. Walters, a duly authorized representative of the **City of Cuyahoga Falls, Ohio**, who acknowledged to me the execution of the foregoing instrument on behalf of the **City of Cuyahoga Falls, Ohio**.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 4th day of November, 2014.

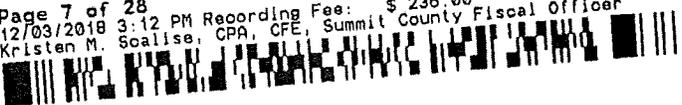

Notary Public



CATHLEEN J. MEACHAM, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires April 30, 2017

DOC # 56431108

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12/03/2018 3:12 PM Recording Fee: \$ 236.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



ETRA, LLC

By: Thomas J. Dillon

Print Name: THOMAS J. DILLON

Its: Managing Member

State of Ohio)
)
County of Summit) ss:

Before me, a notary public, in and for said county and state, personally appeared Thomas J. Dillon, a duly authorized representative of ETRA, LLC, an Ohio limited liability company, who acknowledged to me the execution of the foregoing instrument on behalf of said limited liability company.

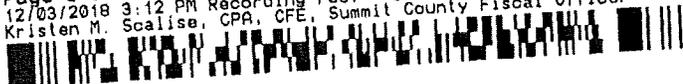
IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 6th day of November, 2014.

Nicholas A. Sugar
Notary Public



Nicholas A. Sugar
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/08/2018

DOC # 56431108



TESTA ENTERPRISES, INC.

By: 
Paul J. Testa, President

State of Ohio)
) ss:
County of Summit)

Before me, a notary public, in and for said county and state, personally appeared PAUL J. TESTA, a duly authorized representative of **Testa Enterprises, Inc**, an Ohio corporation who acknowledged to me the execution of the foregoing instrument on behalf of said corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 4 day of NOVEMBER, 2014.



Anthony J. Blasio
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/28/2016


Notary Public

DOC # 56431108

WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS OF THE ASSOCIATION AND CONDOMINIUM ONLY:

THE VILLAGE AT WATERMARK
CONDOMINIUM ASSOCIATION, INC.

By: Paul J. Testa

Print Name: PAUL J. TESTA

Its: PRESIDENT

State of Ohio)
) ss:
County of Summit)

Before me, a notary public, in and for said county and state, personally appeared PAUL J. TESTA, a duly authorized representative of The Village at Watermark Condominium Association, Inc., an Ohio nonprofit corporation, who acknowledged to me the execution of the foregoing instrument on behalf of said corporation.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 4 day of NOVEMBER, 2014



Anthony J. Blasio
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/28/2016

Anthony J. Blasio
Notary Public

DOC # 56431108



OHIO ENVIRONMENTAL PROTECTION AGENCY

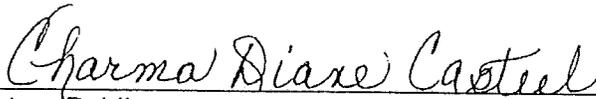

Craig W. Butler, Director

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for Franklin County, Ohio, personally appeared Craig W. Butler, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 15th day of JANUARY, ^{cde}2014. 2015.

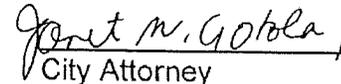



Notary Public

CHARMA DIANE CASTEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES

May 10, 2019

APPROVED AS TO FORM
AND CORRECTNESS:


City Attorney
JANET M. CIOTOLA
*Deputy Town Director for
City of Cuyahoga Falls*

**** No Commission Action Required ****

DOC # 56431108



Counsel for Testa Enterprises, Inc.
Buckingham, Doolittle & Burroughs LLC
James S. Simon, Esq.
3800 Embassy Parkway, Suite 300
Akron, Ohio 44333

Counsel for The Village at Watermark Condominium Association, Inc.
Buckingham, Doolittle & Burroughs LLC
James S. Simon, Esq.
3800 Embassy Parkway, Suite 300
Akron, Ohio 44333

Counsel for the City of Cuyahoga Falls
City of Cuyahoga Falls Law Director
2310 Second Street
Cuyahoga Falls, OH 44221

This instrument was prepared by:

David J. Lindner
BUCKINGHAM, DOOLITTLE & BURROUGHS, LLC
1375 E. 9th Street, Suite 1700
Cleveland, Ohio 44114
(216) 621-5300

Sue Kroeger, Attorney
Ohio EPA-Legal Office
50 West Town Street
Columbus, Ohio 43215

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DOC # 56431108

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12/03/2018 3:12 PM Recording Fee: \$ 236.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



Attachment A

AMENDMENT TO

DECLARATION AND BY-LAWS
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

VILLAGE AT WATERMARK CONDOMINIUM

THIS AMENDMENT is made this 4th day of NOVEMBER, 2014, by **VILLAGE AT WATERMARK CONDOMINIUM ASSOCIATION, INC.** an Ohio non-profit corporation ("Association").

RECITALS

- A. Village at Watermark Condominium ("Condominium") is governed by and subject to the terms and provisions of a Declaration of Condominium Ownership ("Declaration") recorded as **reception no. 55827426** of the Summit County records.
- B. The Association consists of all Owners in Village at Watermark Condominium and as such is the representative of all Owners.
- C. The Association desires to amend certain provisions of the Declaration as set forth below.
- D. Article XVII of the Declaration and Section 5311.05 of the Ohio Revised Code provide that the Declaration can be amended by the Association upon the written consent of Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of the Association.
- E. The Association has in its records written consents to this Amendment signed by Owners representing not less than seventy-five percent (75%) of the voting power of the Association.
- F. The requirements for this amendment as set forth in the Declaration and the Ohio Condominium Act have been complied with in all respects.

DOC # 56431108



NOW THEREFORE, the Declaration is hereby amended as follows:

1. Incorporation of Recitals. The above recitals are incorporated by this reference.
2. Definitions. All terms used herein shall have the same meanings as those terms have as used and defined in the Declaration.
3. Amendment Concerning Environmental Restriction. Declaration Article III, Section 2 is hereby amended by adding the following new subsection (y):
 - (y) Limitation Prohibiting Ground Water Extraction and Use. Ground water underlying the Condominium Property shall not be extracted or used for any purpose, potable or otherwise, except for investigation, monitoring or remediation of ground water, or extraction associated with construction activities.
4. Runs with the Land. The forgoing restriction shall run with the land, be binding on the successors and assigns of the Association and all Unit Owners, and may not be amended or deleted without the consent of the City of Cuyahoga Falls.
5. Other Provisions Remain in Full Force and Effect. Except as hereinabove amended, all of the provisions of, and Exhibits to, the Declaration shall be and remain in full force and effect. Any conflict between this Amendment and any other provision of the Declaration shall be interpreted in favor of this Amendment. Only Owners of record on the date this Amendment is recorded have standing to contest its validity, whether on procedural, substantive, or any other grounds and any such challenge must be brought in the court of common pleas no later than one year from the date of recording.

The undersigned officers of Village at Watermark Condominium Association, Inc. have caused this Amendment to be executed this 4TH day of NOVEMBER 2014 and do hereby certify that it was duly adopted in accordance with the provisions of the Declaration.

Village at Watermark Condominium
Association, Inc.

By: Paul J Testa
PAUL J TESTA, President

By: Delicia T Thomason
Delicia T Thomason, Secretary

DOC # 56431108



STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above-named PAUL J. TESTA, the President of Village at Watermark Condominium Association, who, being duly authorized, acknowledged that he/she did sign the foregoing and that the same is his/her free act and deed, both individually and as such officer.

IN WITNESS WHEREOF, I have set my hand and seal at Cuy. FALLS, Ohio, this 4 day of NOVEMBER 2014.



Anthony J. Blasio
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/28/2016

[Signature]
Notary Public
My commission expires: 4/28/2016

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State, appeared the above-named JULIENE T. THOMASSON, the Secretary of Village at Watermark Condominium Association, who, being duly authorized, acknowledged that he/she did sign the foregoing and that the same is his/her free act and deed, both individually and as such officer.

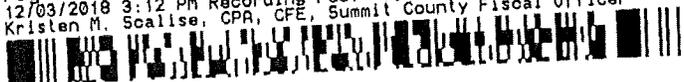
IN WITNESS WHEREOF, I have set my hand and seal at Cuy. FALLS, Ohio, this 4 day of NOVEMBER 2014.



Anthony J. Blasio
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 04/28/2016

[Signature]
Notary Public
My commission expires: 4/28/2016

This Instrument Prepared by:
David J. Lindner
BUCKINGHAM, DOOLITTLE & BURROUGHS, LLC
1375 E. 9th Street, Suite 1700
Cleveland, Ohio 44114
(216) 621-5300



Attachment B

Listing of Owners and Property With Rights to Groundwater Use

Parcel No.	Owners	Owners Address
02-10988	ETRA, LLC	1989 Front Street Cuyahoga Falls, OH 44221
02-05039 02-20002	City of Cuyahoga Falls	2310 Front Street Cuyahoga Falls, OH 44221
02-17696 02-03122 02-03123 02-03124 02-17770	Testa Enterprises, Inc.	1783 Front Street Cuyahoga Falls, OH 44221

Legal Descriptions

Parcel 02-10988 – Owner – ETRA, LLC

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and described as follows:

Commencing at the point of intersection of the easterly side of Front Street and the northerly side of Prospect Street, an iron pin being set on the easterly side of Front Street and 120.08 feet southerly therefrom, measured along the easterly side of Front Street;

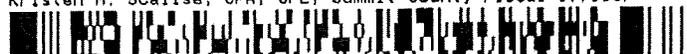
Thence Northerly along the easterly side of Front Street, 150.00 feet to a point;

Thence deflecting 90 deg. To the right continuing 170.00 feet to a point;

Thence deflecting 90 deg. To the right continuing 158.94 feet on a line parallel to the easterly side of Front Street to a point in the northerly side of Prospect Street;

Thence deflecting 93 deg.00'40" plus or minus, continuing Westerly about 170.24 feet along the northerly side of Prospect Street to the place of beginning.

DOC # 56431108



Parcel #02-0539 – Owner – City of Cuyahoga Falls, Ohio

Commencing at a point in the westerly right of way line of Water Street, said city, and the center line of Prospect Street, thence along said Prospect Street center line, N 78' 46' 26" West a distance of 68.06 feet to a point on the proposed Limited Access Line of Relocated State Route 8, as determined by a survey made by the Department of Highways of the State of Ohio and recorded in Book 71, Page 63-70 of the Records of Summit County, and the true place of beginning; thence along said Limited Access Line N 11' 13' 34" E a distance of 30.00 feet to a point on the northerly right of way line of Prospect Street; thence continuing along Limited Access Line N 07' 29' 00" E a distance of 661.51 feet to a corner of the Walsh Paper Company property. (Note: The foregoing is the description of part of the westerly side of premises conveyed by the within grantor to the Ohio Department of highways by agreement signed by the Grantor on December 23rd, 1968, and Clifton M. Newhall, Deputy Director of the State of Ohio, on January 6, 1969); thence westerly on a line drawn at right angles to the East side of Front Street, Cuyahoga Falls, about ninety feet to a pin set on high bank of the westerly side of the Cuyahoga River; (said pin being approximately 217 feet from the pin set on the East side of Front Street said city, which pin on the East side of Front Street is 639.84 feet from the intersection of the East line of Front Street and the north side of Prospect Street, as surveyed by F. R. Ritchie 5-13-1939); thence southerly along the high bank of the Cuyahoga River and the easterly side of property conveyed by the within grantor to the Vaughn Machinery Company (instrument #380955, recorded 12-23-1964) about 360 feet to the intersection of the high bank of the Cuyahoga River and the southerly line of premises formerly owned by G. K. Haischaider; thence westerly at right angles to Front Street 60 feet to an iron pin set on a line 170 feet from the east side of Front Street measured at right angles); thence southerly and parallel to Front Street 288.78 feet to a pin set in the north line of Prospect Street; thence Southerly 30 feet to a point in the center line of Prospect Street, said point being 170.24 feet from the east line of Front Street, measured along said center line of Prospect Street, a sixty foot street; thence Easterly along the center line of Prospect Street South 78' 46' 26" East about 150 feet to the place of beginning, be the same more or less and subject to all legal highways; Together with all water rights in the Cuyahoga River incident or appurtenant to the premises above described and those rights reserved in the conveyances to The State of Ohio and The Vaughn Machinery Company, above mentioned.

PP #CF-00216-02-005.000
Parcel #02-0539

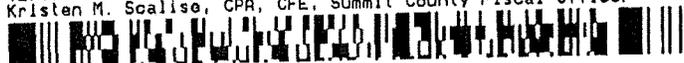
Parcel 02-200020 – Owner – City of Cuyahoga Falls, Ohio

Description of a 2.093 acre tract

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio, and known as being part of Original Tract 1, formerly of Tallmadge Township, and further known as being

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



tracts of land now or formerly conveyed to Prospect Inc. by Volume 1663, Page 889 of the Summit County Recorder's Office, described as follows:

Beginning at a 5/8 inch rebar with cap set at the southeasterly right of way intersection of the Easterly line of Front Street, 66 foot public right of way, with the southerly line of Prospect Street, a 60 foot public right of way and the true point of beginning.

thence South 77 degrees 13 minutes 15 seconds East along the southerly line of said Prospect Street a distance of 321.34 feet to a point on the easterly bank of the Cuyahoga River, passing through a mag nail set for reference at a distance of 155.78 feet;

thence South 14 degrees 12 minutes 57 seconds West a distance of 149.54 feet to a point;

thence South 10 degrees 02 minutes 42 seconds West a distance of 171.05 feet to a point;

thence North 63 degrees 37 minutes 59 seconds West a distance of 362.77 feet to a railroad spike set on the easterly line of said Front Street, and witnessed by 3/4 inch pipe found at 0.44 feet Northwesterly, and passing through a 3/4 inch pipe found at a distance of 213.36 feet;

thence North 26 degrees 20 minutes 00 seconds East along the easterly line of said Front Street a distance of 137.36 feet to a 5/8 inch rebar with cap set;

thence North 09 degrees 46 minutes 45 seconds East continuing along the easterly line of said Front Street a distance of 101.73 feet to true point of beginning.

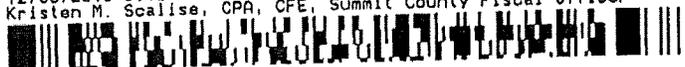
The above described tract of land contains an area of 91149.93 square feet or 2.093 acres of surveyed under the direction of Timothy J. Briggs, P.S. 7495, Campbell & Associates, Inc. of Cuyahoga Falls, Ohio in April of 2003. Basis of bearings is North 26 degrees 20 minutes 00 seconds East, the easterly line of Front Street, south of the first angle southerly of Broad Boulevard, per deed Volume 1663, Page 889 of the Summit County Recorder's Office. 5/8 inch rebar with yellow plastic cap marked "Campbell & Associates, Inc." set at corners unless noted.

Parcel 02-17696 – Owner – Testa Enterprises, Inc.

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as being part of Tract 1, formerly known as Tallmadge Township and bounded and described as follows:

Beginning at an iron pipe set in the Northerly line of Chestnut Boulevard in said City where the same intersects the Easterly line of Front Street; thence North 26° 20' East along said easterly line of Front Street, 757.45 feet to the iron pipe and the true place of beginning of the

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premises herein described; thence south 63° 32' East 146.02 feet to an iron pipe; thence North 31° 09' East 57.79 feet to an iron pipe; thence North 63° 40' West 150.88 feet to an iron pipe set in the Easterly line of Front Street; thence South 26° 20' West along said street line 57.25 feet to the true place of beginning.

Said premises are subject to all legal highways.
PPN: 02-17696 RTG: CF-00216-07-007.000

Parcel 02-03122 – Owner – Testa Enterprises, Inc.

Situated in the City of Cuyahoga Falls, county of Summit and State of Ohio and known as being a part of Original Tract 1, formerly Tallmadge Township, and more fully described as follows:

Beginning at a point which is known as being the intersection of Easterly line of Front Street, and the Northerly line of Chestnut Blvd., as extended easterly; thence North 26° 20' East along the easterly line of Front Street, a distance of 691.45 feet to a point marking the Southwesterly corner of a parcel of land conveyed to P.S. Emery by deed recorded in Volume 1768, Page 501 of the Summit County Record of Deeds; thence south 63° 32' East along the southerly line of said Emery parcel, a distance of 250 feet to the Southeast corner thereof and the true place of beginning of the land herein described. Thence North 26° 20' East parallel to the Easterly line of Front Street a distance of 60 feet; thence North 63° 32' West a distance of 104.48 feet to an iron pipe set on the Easterly line of land conveyed to Frank E. and Corrine Howald by Deed recorded in Volume 1723, Page 632, and which point is also on the easterly line of a boundary line agreement which was recorded in Volume 37, page 11 of the Summit County record of Plats; thence North 31° 09' East along the easterly line of said boundary agreement line a distance of 63.81 feet to an angle point marked by an iron pin; thence South 63° 40' East a distance of 212.36 feet across the Cuyahoga River to a point in the grantor's east line as described in Deed Volume 3776, Pages 289-290; thence South 10° West a distance of 87.66 feet to a point of angle; thence South 31 45' West a distance of 40.20 feet to the intersection with the easterly extension of the Southerly line of said Emery Parcel described in Volume 1768, page 501 referred to above, thence North 63° 32' West 134.10 feet to the true place of beginning and containing about .6513 of an acre of land be the same more or less but subject to all legal highways.

PPN: 02-03122 RTG: CF-00216-07-009.000

DOC # 56431108



Parcel 02-03123 – Owner – Testa Enterprises, Inc.

Situated in the city of Cuyahoga Falls, County of Summit and State of Ohio, and being a part of Tract Number One, formerly in Tallmadge Township, bounded and described as follows:

Beginning at a point in the easterly line of Front Street where the northerly line of Chestnut Street extended easterly, intersects; thence N. 26° 20' East along said easterly line of Front Street 751.45 feet to a point, which point is the true place of beginning, said point being approximately 202.4 feet S. from the first angle in the easterly line of Front Street South of Broad Street; thence S. 26° 20' West along the easterly line of Front Street a distance of 60 feet to a point; thence S. 63° 32' West 250 feet to the place of beginning, together with the driveway rights along the westerly 145.52 feet to the northerly course conveyed to the Grantor by an agreement dated November 12, 1925, and recorded in Volume 1085, Page 215, Summit County, Ohio, Record and prior conveyances.

PPN: 02-03123 RTG: CF-00216-07-010.000

Parcel 02-03124 – Owner – Testa Enterprises, Inc.

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio and known as beginning at an iron pipe set at the intersection of the North line of Chestnut Street in said City with the Easterly line of Front Street; thence along said Easterly line of Front Street North 26° 20' East 751.45 feet to an iron pipe which is the true place of beginning; thence continuing in the same course North 26° 20' East 6 feet; thence South 63° 32' East 146.50 feet; thence South 31° 9' West 6.025 feet to an iron pipe; thence North 63° 32' West 145.52 feet to the true place of beginning.

Subject to all restrictions, conditions, limitations and easements of record and all lawful zoning ordinances.

PPN: 02-03124 RTG: CF-00216-07-008.000

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



Parcel 02-017770 – Owner – Testa Enterprises, Inc.

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio, and known as being part of Tract 1, formerly Tallmadge Township and more fully described as follows:

Beginning at the intersection of the Easterly line of Front Street and the Northerly line of Chestnut Street extended Easterly, thence N. 26° 20' 00" E, along said Easterly line of Front Street 541.45 feet to an iron pipe and the true place of beginning; thence continuing N. 26° 20' 0" E, along said street line 150.00 feet to an iron pipe; thence S 63° 32' 00" E, 384.10 feet to a point on the Easterly bank of the Cuyahoga River (an iron pipe is set S 63° 32' 00" E, at 10.67 feet); thence S. 31° 45' 00" W, along said river bank 150.64 feet to an iron pipe; thence N. 63° 32' 00" W, 369.88 feet to an iron pipe and the true place of beginning and containing 1.2982 acres of land as surveyed by C. J. Messmore, Registered Surveyor, in January 1979, but subject to all legal roads, highways, and easements of record.

PPN: 02-17770 RTG: CF-00216-07-011.001

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer





John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig W. Butler, Director

91 7199 9991 7030 4725 5968

Re: Cuyahoga Falls River Corridor Areas 1 & 4
Covenant
Correspondence
Voluntary Action Program
Summit County
277002344

MEMORANDUM

TO: Shelley Wilson, Executive Administrator for Real Property, Tax
Equalization Division, Dept. of Taxation

FROM: Craig W.  Butler, Director, Ohio Environmental Protection Agency

DATE: JAN 21 2015

RE: Covenant Not to Sue Issued to the City of Cuyahoga Falls for the
Cuyahoga River Corridor Brownfield Area, High Bridge Glens Property

As Director of the Ohio Environmental Protection Agency, I certify that the City of Cuyahoga Falls has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") Chapter 3746. This information is being provided in satisfaction of ORC 5709.87(B).

Property name: Cuyahoga River Corridor Brownfield Area, High Bridge
Glens Property

Property address: 1783, 1817, 1839 and 1840-1854 Front Street, Cuyahoga
Falls, Ohio 44221

Property owners: City of Cuyahoga Falls, ETRA LLC, Testa Enterprises, Inc.,
Watermark Commercial, LLC, Village at Watermark, LLC,
Sustainability Funding Alliance of Ohio, Inc., Marcia Harris,
Gary & Cathy Martz, Peter & Carol Sena, Patricia
Hardwick, Kathleen & Oliver Soldes, Rebekah Sawyer,
Jenette Somers, Cory & Karolina Tuttle, James & Sheila

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12/03/2018 3:12 PM Recording Fee:
Kristen M. Sealise, CRR, QPR, QPE Summit County Fiscal Officer
56431108

Bolf, David Hands, Trustee, and Leigh Murray

Property owner address: 1783, 1817, 1839 and 1840-1854 Front Street, Cuyahoga Falls, Ohio 44221

Parcel number(s): *See attached*

County: Summit

Taxing District: Cuyahoga Falls

JAN 21 2015

Date Covenant Not to Sue Issued: _____

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact Cara Henegar, the Certified Professional for the property, at (513) 576-0009, extension 105. In the alternative, you may contact Nicholas Roope with the Ohio Environmental Protection Agency at (330) 963-1235.

attachment

cc: Fred Guerra
City of Cuyahoga Falls
2310 Front Street
Cuyahoga Falls, Ohio 44221

ETRA, LLC
c/o STATUTORY AGENT CORPORATION
C/O LIBARIA, 52 E GAY STREET
COLUMBUS, OH 43215
Attn: Statutory Agent

Testa Enterprises, Inc.
2335 Second Street
Cuyahoga Falls, Ohio 44223
Attn: Paul J. Testa, President

The Village at Watermark Condominium Association, Inc.
c/o 2335 Second Street
Cuyahoga Falls, Ohio 44223
Attn: Paul J. Testa

Cara Henegar
SRW Environmental Services, Inc.
55 W. Techne Center Drive, suite C
Milford, OH 45150

DOC # 56431108



Memorandum to Shelley Wilson
Tax Certification for Cuyahoga River Corridor Brownfield Area, High Bridge Glens Property
Page 3

Kristen M. Scalise, Summit County Auditor
The Ohio Building, Suite 400
175 S. Main Street
Akron, Ohio 44308

ec: Sue Kroeger, Legal Office, Ohio EPA, CO
Amy Yersavich, SABR Manager, Ohio EPA, CO, DERR
Nicholas Roope, Ohio EPA, NEDO, DERR
Ohio EPA, VAP Files (13NFA520), CO, DERR at: records@epa.ohio.gov

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer





Property Owner Information

Parcel Address	Parcel Number	Owner	Owner Address	Owner Contact & Phone Number
1839 Front St.	02-10988	ETRA LLC	1989 Front Street Cuyahoga Falls, OH 44221	Unknown
Water St.	02-05039	City of Cuyahoga Falls	2310 Front Street	Fred Guerra 330-971-8136
1817 Front St.	02-20002	City of Cuyahoga Falls	Cuyahoga Falls, OH 44221	
Front St.	02-17696			
Front St.	02-03122			
1783 Front St.	02-03123	Testa Enterprises, Inc.	2335 Second Street Cuyahoga Falls, OH 44221	Joel Testa 330-928-1988
Front St.	02-03124			
Front St.	02-17770			
	02-20556	Watermark Commercial, LLC	1846 Front Street, Unit 1 Cuyahoga Falls, OH 44221	Joel Testa 330-928-1988
	02-20557	Village at Watermark, LLC	1846 Front Street, Unit 2 Cuyahoga Falls, OH 44221	
	02-20558	Sustainability Funding Alliance of Ohio, Inc.	1101 Broadview Ave. Columbus, OH 43212	Unknown
	02-20559	Marcia A. Harris	1846 Front Street, Unit 4 Cuyahoga Falls, OH 44221	Marcia A. Harris Unknown
	02-20560	Gary R. and Cathy Martz	1846 Front Street, Unit 5 Cuyahoga Falls, OH 44221	Gary & Cathy Martz Unknown
	02-20561	Peter P. Sena III and Carol Sena	1846 Front Street, Unit 6 Cuyahoga Falls, OH 44221	Peter & Carol Sena Unknown
	02-20562	Patricia Johnson Hardwick	1846 Front Street, Unit 7 Cuyahoga Falls, OH 44221	Patricia Johnson Hardwick Unknown
	02-20563	Kathleen and Oliver Soldes	1846 Front Street, Unit 8 Cuyahoga Falls, OH 44221	Kathleen & Oliver Soldes Unknown
	02-20564	Jenette E. Somers	1846 Front Street, Unit 9 Cuyahoga Falls, OH 44221	Jenette E. Somers Unknown
	02-20565	Watermark Commercial, LLC	1846 Front Street, Unit 10 Cuyahoga Falls, OH 44221	Joel Testa 330-928-1988
	02-20566	Cory A. and Karolina B. Tuttle	1846 Front Street, Unit 11 Cuyahoga Falls, OH 44221	Cory & Karolina Tuttle
	02-20567	James D. and Sheila A. Bolif	1846 Front Street, Unit 12 Cuyahoga Falls, OH 44221	James & Sheila Bolif Unknown
	02-20568	David L. Hands, Trustee	1846 Front Street, Unit 13 Cuyahoga Falls, OH 44221	David L. Hands Unknown
	02-20569	Leigh K. Murray	1846 Front Street, Unit 14 Cuyahoga Falls, OH 44221	Leigh Murray Unknown
Formerly 1840-1854 Front St.	02-20596	Village at Watermark, LLC	1846 Front Street, Unit 2 Cuyahoga Falls, OH 44221	Joel Testa 330-928-1988

**Project Property Boundary
Highbridge Glens Redevelopment**

Situated in the City of Cuyahoga Falls, County of Summit and State of Ohio, and known as being all of Lot 9 and part of Lot 8, Block 17 in the Plan of a Part of the Village of Cuyahoga Falls as recorded in Transcribed records page 15, and being more particularly described as follows:

Beginning, for the same, at the northeast corner of land conveyed to Village at Watermark Development, LLC, thence S 24°51'19" W along the northwesterly Right-of-Way of Front Street, a distance of 104.95';

thence S 65°08'41" E along the northerly line of land conveyed to ETRA, LLC a distance of 236.00' to land conveyed to The City of Cuyahoga Falls;

thence N 24°51'19" E a distance of 129.87';

thence S 65°08'41" E a distance of 60.00' to the high bank of the Cuyahoga River;

thence southwesterly approximately 296' along the high bank of the Cuyahoga River to the northeasterly Right-of-Way of Prospect Avenue;

thence S 62°08'41" E along Prospect Avenue a distance of 62.19' to the termination of said Right-of-Way;

thence S 27°51'19" W a distance of 59.92' to the southwesterly Right-of-Way of Prospect Avenue;

thence S 29°21'40" W leaving said Right-of-Way, along the easterly line of land conveyed to The City of Cuyahoga Falls a distance of 150.10';

thence S 25°10'03" W a distance of 258.72' along said easterly line of land conveyed to The City of Cuyahoga Falls and the easterly line of land conveyed to B.W.C. LTD.;

thence S 46°53'43" W continuing along said B.W.C. LTD. a distance of 190.84';

thence N 48°23'17" W along the southwesterly line of said B.W.C. LTD. a distance of 369.63' to the southerly Right-of-Way of Front Street;

thence N 41°30'37" E along said Right-of-Way a distance of 411.01';

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thence N 24°51'19" E continuing along said Right-of-Way, passing over the southerly Right-of-Way of Prospect Avenue at 101.73', a total distance of 134.42';

thence along land conveyed to the Village at Watermark Development, LLC. For the following five courses:

thence N 65°12'41" W, passing over the westerly Right-of-Way of Front Street at 66.00', a total distance of 241.00';

thence N 24°51'19" E a distance of 86.12';

thence S 65°14'26" E a distance of 9.50';

thence N 24°51'19" E a distance of 196.21';

thence S 65°14'26" E a distance of 165.50' to the Point of Beginning.

Containing approximately 7.4 acres of land as determined by Matthew L. Campbell (P.S.8546) of Campbell and Associates, Inc. on 5/17/2013 using a combination of field surveys and Summit County public records.

The basis of bearings for this description is the Ohio State Plane Coordinate System, North Zone, NAD 83 (1986).

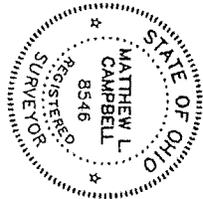
THIS DESCRIPTION IS NOT INTENDED FOR FEE TITLE TRANSFER.

DOC # 56431108

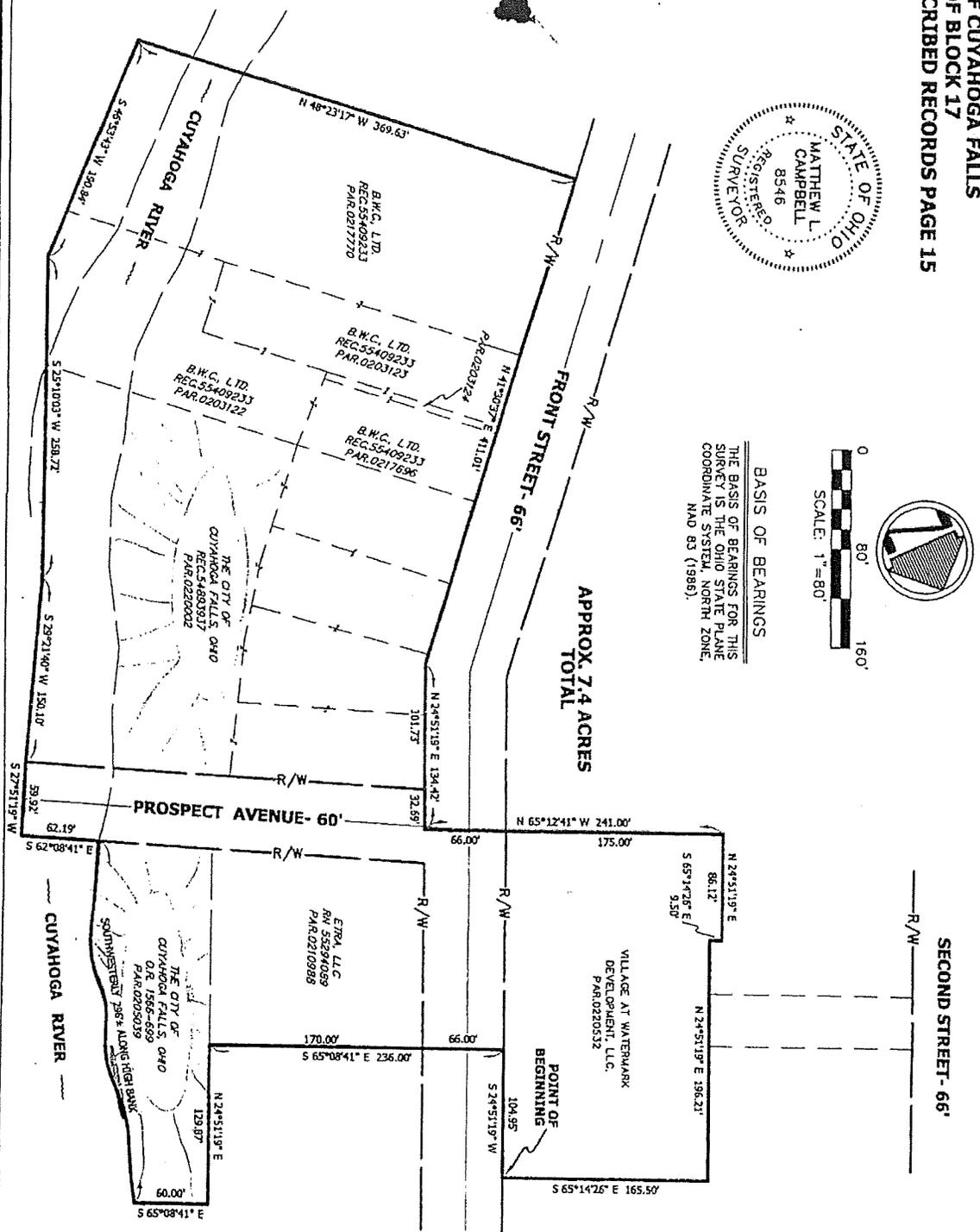
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STATE OF OHIO, COUNTY OF SUMMIT
 CITY OF CUYAHOGA FALLS
 PART OF BLOCK 17
 TRANSCRIBED RECORDS PAGE 15



BASIS OF BEARINGS
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (1986).



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 DOC # 56431108

CAMPBELL & ASSOCIATES, INC.
 Land Surveying
 1933 Bailey Road, Suite A
 Cuyahoga Falls, Ohio 44121
 (330) 345-4117
 www.campbellsurvey.com

JOB NO.
 20120186
 SHEET 1 OF 1

PROJECT PROPERTY BOUNDARY
 HIGHBRIDGE GLENS REDEVELOPMENT
 FRONT STREET, CUYAHOGA FALLS, OHIO
 PREPARED FOR: SRW ENVIRONMENTAL SERVICES, INC.

DATE: 5/17/2013
 BY: mlc
 SCALE: 1" = 80'

<https://www.cincinnati.com/story/news/2015/10/21/duke-settles-case-over-special-treatment-80m/74319960/>

Duke settles case over special treatment for \$80M

Dan Horn, dhorn@enquirer.com Published 12:55 p.m. ET Oct. 21, 2015 | Updated 9:45 a.m. ET Oct. 28, 2015

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Duke Energy agreed Wednesday to pay \$80 million to end a long legal fight over accusations that the company gave secret rebates to big companies at the expense of its other customers.

The deal still needs approval from a federal judge, but the settlement filed in U.S. District Court means residential customers could each receive payments of \$40 to \$400 from the company while commercial customers could get as much as \$6,000 each. About \$8 million of the settlement will go toward improving energy efficiency programs.

"This is a great victory for the rate payers," said Randy Freking, one of the lawyers who filed the class action lawsuit against Duke.

The claims against Duke are based on actions the company took in 2004 while seeking a rate increase from state regulators. The lawsuit accused Duke, which was then Cinergy Corp., of cutting a secret deal with 22 large commercial and industrial clients that gave those customers refunds on their electricity bills from 2005 to 2008.

The lawsuit said the big customers, including Procter & Gamble, AK Steel, General Electric and others, got the rebates in exchange for dropping objections to the proposed rate increase. The rebates were worth a total of about \$73 million and were paid through a non-utility subsidiary of Duke, which Freking and others said was a shell company created by Duke for the purpose of handing out the refunds.

Duke officials have said they did nothing improper, and the settlement does not admit wrongdoing. In a statement Wednesday, Duke officials said the rebates were legal under state and federal laws and the company agreed to settle the case "to avoid the costs and uncertainties of continued litigation."

"All Duke Energy Ohio electric customers were treated equally and fairly, and paid appropriate rates as approved by the Public Utilities Commission of Ohio," the company said in its statement.

The allegations came to light in a whistle-blower lawsuit filed in Hamilton County by a former Duke employee who lost his job in 2005 after complaining about the rebates. That suit was settled in 2008 for an undisclosed amount.

The federal case that was settled Wednesday accused Duke of violating antitrust laws and both state and federal corrupt activities laws. It also claimed Duke committed fraud and conspiracy.

Duke has referred to the rebates it paid to large customers as "option agreements" that would allow those customers to get service from the subsidiary if future market conditions made such service economical. But the customers who sued Duke say those agreements were shams and were intended only as payouts to big industrial and commercial customers.

"The whole point of the agreements was to eliminate the 22 customers as a "roadblock" to the CG&E rate increase," the attorneys who sued Duke wrote in a recent court filing.

As a result, they say, Duke's other customers were cheated. "Duke's secret payments to 22 of its largest rate payers 10 years ago left out hundreds of thousands of rate payers who played by the rules," said Bill Markovits, one of the lawyers.

Duke initially refused to disclose the companies that received the rebates, but The Enquirer went to court in 2008 to get the names. A Hamilton County judge later ordered them released.

The settlement sets aside about \$50 million for residential and commercial customers, \$8 million for energy efficiency programs and as much as \$20 million for attorney fees, settlement distribution costs and other expenses.

2013 WL 7137554 (S.D. Ohio) (Trial Pleading)
United States District Court, S.D. Ohio.
Western Division

Anthony WILLIAMS, BGR, Inc. Munafo, Inc. Aikido of Cincinnati, Plaintiffs,
v.

DUKE ENERGY CORPORATION dba Duke Energy International, Inc., Duke Energy, Inc., and Duke Energy Corp., Duke Energy Ohio, Inc., Defendants.

No. 1:08-CV-0046.
September 18, 2013.

Second Amended Class Action Complaint and Jury Demand

Paul M. De Marco, W.B. Markovits, Louise M. Roselle, Christopher D. Stock, Markovits, Stock & DeMarco, LLC, 119 East Court Street, Suite 530, Cincinnati, OH 45202, Phone: (513) 651-3700, Fax: (513) 665-0219, pdemarco @msdlegal.com, bmarkovits@msdlegal.com, lroselle@msdlegal.com, cstock @msdlegal.com; Randolph H. Freking, Kelly Mulloy Myers, George M. Reul, Jr., Freking & Betz, LLC, 525 Vine Street, 6th Floor, Cincinnati, OH 45202, Phone: (513) 721-1975, Fax: (513) 651-2570, randy@frekingandbetz.com, kmyers@frekingandbetz.com, greul@frekingandbetz.com, Counsel for Plaintiffs.

Judge Sargus.
Magistrate Judge Abel.

1. This is a proposed class action brought by southern Ohio electricity users on behalf of southern Ohio businesses, other entities, and individual consumers purchasing electricity from a company that variously identified and referred to itself as **Duke Energy, Duke Energy Ohio, Duke Energy Ohio, Inc., and Duke Energy Corporation dba Duke Energy International, Inc., Duke Energy, Inc., and Duke Energy Corp.** (collectively "**Duke Energy**"). The company sued herein as **Duke Energy Corporation** has represented to this Court that it "is now known as **Duke Energy Carolinas LLC** and is a wholly-owned subsidiary of **Duke Energy Corporation**, a publicly-owned Delaware Corporation" and that the "entity named herein as **Duke Energy International, Inc.** was dissolved in May 2005 and no longer exists; it is a subsidiary of the entity named herein as **Duke Energy Corporation.**" **Duke's Amended Answer, Doc. 129, ¶ 1, pp. 1-2.** The company sued herein as **Duke Energy Corporation** further has represented to this Court that, "through a merger, the companies formerly known as Cincinnati Gas & Electric ("CG&E") and **Cinergy** are now part of" the company sued herein as **Duke Energy Corporation.** *Id.* at ¶ 9, p. 3. The Sixth Circuit's opinion in Case No. 10-3604 identified CG&E as "predecessor-in-interest" to the since-dissolved **Duke Energy International** and identified **Duke Energy Ohio, Inc.** as a subsidiary of the company that was sued herein as **Duke Energy Corporation**, which defendant claims is now known as **Duke Energy Carolinas LLC.** *Williams v. Duke Energy Int'l, Inc.*, 681 F.3d 788, 793 (6th Cir. 2012); Doc. 129 at ¶ 1.

2. In violation of federal and Ohio law, CG&E, **Cinergy, Duke Energy**, and their legal counsel (collectively referred to as "the conspirators") conspired to and did engage in a pattern of deceptive, sham transactions that had the intended effect of granting illegal, inequitable, and unfair rebates paid exclusively to certain large customers in southern Ohio.

3. Under their scheme, the conspirators created and/or employed a sham entity called **Cinergy Retail Services, LLC ("CRS")**,¹ through which they funneled illegal payments to twenty-two large corporate customers in Greater Cincinnati. **These payments immediately followed those customers and/or their trade groups withdrawing their opposition to a major rate increase that CG&E sought from the Public Utilities Commission of Ohio ("PUCO").** Plaintiffs do not allege - and indeed take no position on whether - the PUCO would have approved the rate increase absent the side deals that induced the large corporate customers' withdrawal of their opposition to it. Plaintiffs do not challenge as illegal, illegitimate, unfair, or unjust the rate increase approved by the PUCO, nor any rates resulting from it. **Rather, Plaintiffs simply challenge as illegal, illegitimate, unfair, and unjust the kickbacks that the conspirators paid in the form of exclusive rebates to large customers, pursuant to secret side deals.**

4. The conspirators have attempted to mislead their electricity users and the general public about, and conceal the existence of, their fraudulent, anti-competitive, illegal, and inequitable side deals. The conspirators' scheme has resulted in substantial detriment and harm to thousands of southern Ohio businesses, political subdivisions, public institutions, and individual consumers.
5. Plaintiff Munafo, Inc. is an Ohio corporation with its principal place of business in Cincinnati, Ohio, filing suit on behalf of itself and all similarly situated businesses affected by the conspirators' schemes (*i.e.*, proposed Subclass 1).
6. Plaintiff BGR, Inc. is an Ohio corporation with its principal place of business in West Chester, Ohio, filing suit on behalf of itself and all similarly situated businesses affected by the conspirators' schemes (*i.e.*, proposed Subclass 1).
7. Plaintiff Anthony Williams is a citizen and resident of the State of Ohio, filing suit on behalf of himself and all other similarly situated electricity users affected by the conspirators' schemes (*i.e.*, proposed Subclass 2).
8. Plaintiff Aikido of Cincinnati is a non-profit Ohio corporation located in Cincinnati, Ohio, filing suit on behalf of itself and all other similarly situated electricity users affected by the conspirators' schemes (*i.e.*, proposed Subclass 2).
9. Plaintiffs and the class they seek to represent do not include any businesses or individuals who entered into any of the alleged side deals with the conspirators.
10. At the time this action commenced, **Duke Energy Corporation** dba **Duke Energy International, Inc.**, **Duke Energy, Inc.**, and **Duke Energy Corp.** was, and/or was alleged to be, a North Carolina corporation with its principal place of business in North Carolina, the successor to **CG&E** and **Cinergy**, and, with the merger of **Duke Energy** and **Cinergy**, a direct participant in the actions of the conspirators alleged herein.
11. **Duke Energy Ohio, Inc.** is an Ohio public utility that sells electricity in southern Ohio and that was, along with its parent, its parent's legal counsel, its subsidiaries, its affiliates, its predecessor, and/or its predecessor's legal counsel, a direct participant in the actions of the conspirators alleged herein.
12. The Court has original jurisdiction over all claims in this action pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States, pursuant to 28 U.S.C. § 1337 because this action alleges violations of the Robinson-Patman Act, and pursuant to 28 U.S.C. § 1964(c) because this action alleges violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1962.
13. Furthermore, pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the alleged state law claims. As stated in the Sixth Circuit's opinion in Case No. 10-3604, this Court's "federal question subject-matter jurisdiction is sufficient to allow supplemental jurisdiction" over Plaintiffs' state-law claims. *Williams v. Duke Energy Int'l, Inc.*, 681 F.3d 788, 793 (6th Cir. 2012).
14. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to the claims alleged herein occurred in Greater Cincinnati, as well as under 15 U.S.C. §§ 15, 22, and 26, and under 18 U.S.C. § 1965.
15. In 2003-2004, CG&E applied to the PUCO for a rate increase for electricity customers.
16. CG&E faced considerable opposition to this proposed rate increase from companies affiliated with groups such as Industrial Energy Users-Ohio ("IEU"), Ohio Hospital Association ("OHA"), and Ohio Energy Group ("OEG"), which included many of the largest companies and hospitals in the Greater Cincinnati area.
17. In 2004, **Cinergy** created CRS as a competitive retail electric service provider whose generation rates are not regulated by the PUCO. CRS had no employees and was not active. Both CRS and **Cinergy** purported to operate at 139 East Fourth Street, Cincinnati, Ohio. CRS's only function during this period was to process transactions on behalf of **Cinergy**. CRS was a sham controlled by the conspirators.

18. In 2004, IEU, OHA, and OEG suddenly and unequivocally changed their stance from opposing to supporting CG&E's rate increase. The PUCO approved the rate increase in 2004.

19. Also in 2004, CRS entered into "Option Agreements" with IEU/OHA/OEG-affiliated companies, among others (the "Favored Customers"). These "Option Agreements" became effective in or about January 2005, and provided that CRS would kick back to these companies the equivalent of certain defined charges that the companies were required to pay to CG&E. The amount kicked back under these side deals represented a large portion of the rate increase that CG&E had requested and that the PUCO had approved.

20. Because the contracts were with CRS, an affiliate of **Cinergy** whose generation rates are unregulated, the "Option Agreements" were not made public.

21. In on-the-record proceedings before the Supreme Court of Ohio in Case Number 05-0946, the conspirators consciously and deceptively denied having any knowledge of the existence of any such side deals. (*See Exhibit A.*) In a further attempt to hide their wrongdoing from public scrutiny, the conspirators have attempted to conceal the unlawful terms of their "Option Agreements" behind a web of redactions. (*See Exhibit B.*)

22. Between 2005 and 2008, although CRS did not supply any electric services, CRS paid out over \$73,000,000 (seventy-three million dollars) in "Option Payments" to the Favored Customers.

23. It is unknown to what extent any of the Favored Customers or any other **Duke Energy** customers not yet divulged to Plaintiffs continue to receive kickbacks or **rebates** under agreements similar to the Option Agreements. Discovery undertaken to date suggests that some Favored Customers received **rebates** beyond 2008.

24. In violation of applicable law, the conspirators for four years (possibly more) paid the Favored Customers substantial **rebates** without extending such **rebates** to all **Duke Energy** electricity consumers.

25. Plaintiffs propose to represent a class consisting of all ratepayers who received retail electric generation service from **Duke Energy** and/or **Cinergy** or their subsidiaries or affiliates at any time between January 1, 2005 and December 31, 2008 in the CG&E/**Duke Energy** electric service territory in southwestern Ohio *and* who did not receive **rebates** under the side agreements (referred to herein as "the Plaintiff Class"). This class would include all of **Duke Energy's** business and residential electricity ratepayers in its southwestern Ohio electric service territory except for the favored large customers who entered into side agreements (under which the illegal **rebates** have been paid) with **Duke Energy** or any of the conspirators.

26. Plaintiffs further propose the following two subclasses: *Subclass 1* - All business ratepayers in the Plaintiff Class; *Subclass 2* - All residential (*i.e.*, non-business) ratepayers in the Plaintiff Class.

27. The proposed Plaintiff Class consists of tens of thousands, if not hundreds of thousands, of **Duke Energy's** electricity customers. Therefore, the Plaintiff Class is so numerous and dispersed that joinder is impracticable.

28. With the help of qualified counsel who are experienced in such litigation, Plaintiffs are capable of adequately representing the proposed Plaintiff Class for any and all purposes, in that Plaintiffs, like the other members of the proposed Plaintiff Class, were denied the **rebates** exclusively granted to the Favored Customers under the side deals.

29. There are numerous questions of law and fact common to the Plaintiff Class, including but not limited to the following: whether the conspirators conspired to and did engage in a pattern of deceptive, sham transactions that had the intended effect of granting illegal **rebates** exclusively to certain large customers; whether paying **rebates** only to certain large customers violated Ohio law; whether the conspirators violated the Robinson-Patman Act, the RICO statute, and the Ohio Corrupt Activity Act; whether the conspirators have attempted to mislead their electricity users and the general public about, and conceal the existence of, their fraudulent, illegal, and corrupt scheme; whether the conspirators' scheme has resulted in substantial detriment and harm to thousands of southern Ohio businesses, political subdivisions, public institutions, and individual consumers who did not receive the **rebates** that the Favored Customers received; and whether punitive damages should be assessed against **Duke Energy**.

30. In all relevant respects, Plaintiffs' claims are typical of those of the other Plaintiff Class members in that Plaintiffs, like the other members of the proposed class, were illegally denied the rebates given to the Favored Customers under the side deals.

31. Certification of Plaintiffs' claims for class action treatment is appropriate pursuant to Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure, in that, under Rule 23(b)(1)(A), the prosecution of separate actions over these side deals by individual members of the Plaintiff Class would create the risk of inconsistent adjudications with respect to the individual members of the Plaintiff Class that would establish incompatible standards of conduct for the Defendants regarding the side deals; under Rule 23(b)(2), the conspirators, by entering into and carrying out these unlawful side deals, acted on grounds generally applicable to the class, thereby making appropriate final injunctive or corresponding declaratory relief with respect to the Plaintiff Class as a whole, halting the scheme and reversing its harmful effects; and, under Rule 23(b)(3), classwide questions concerning the conspirators' conduct and the harm thereby inflicted on Plaintiff Class members by far predominate over any questions affecting only individual Plaintiff Class members and a class action is far superior to any other available method for fairly and efficiently compensating Plaintiff Class members for the harm they suffered as a result of the conspirators' scheme.

FIRST CLAIM FOR RELIEF

32. Plaintiffs incorporate by reference and reallege each and every prior and succeeding allegation of this Complaint.

33. CRS is an "enterprise" as defined by 18 U.S.C. § 1961(4) and/or Ohio Revised Code ("RC") § 2923.31(C). It is a corporation that is an ongoing organization, separate and distinct from the pattern of racketeering and corrupt activity in which it was and is engaged. The conspirators used CRS as an enterprise to issue illegal rebates for electricity to certain large customers.

34. The conspirators were and are directly involved in the conduct of CRS's affairs by participating in the operation and management of CRS.

35. The pattern of racketeering and corrupt activity involved in this case consists of multiple and repeated acts of mail and wire fraud, in violation of 18 U.S.C. §§ 1341 and 1343, and money laundering, in violation of 18 U.S.C. § 1956. In addition, for the state corrupt activity claims, the pattern of corrupt activity includes money laundering, in violation of R.C. § 1315.55, telecommunications fraud, in violation of R.C. § 2913.05, and obstructing justice, in violation of R.C. § 2921.32. All of the acts constituting the pattern of racketeering activity (as defined in 18 U.S.C. § 1961(5)) and pattern of corrupt activity (as defined in R.C. § 2923.31(E)) are related and continuous in that they occurred daily and/or monthly from 2004 forward, with a threat of continuing illegal activity through 2008 and beyond.

36. Publicly available documents reveal numerous false representations and material omissions that the conspirators made daily and/or monthly to the members of the Plaintiff Class in bills, in public statements, and on the **Duke Energy** website, to the effect that certain electricity charges were mandatory and unavoidable, when in fact the conspirators, through the sham entity CRS, were simultaneously relieving certain customers of those very same charges via the fraudulent and illegal racketeering and corrupt activity alleged herein. For example, **Duke Energy** consistently has stated in its monthly electric bills to Plaintiffs that customers should consult its website for rate and billing information. **Duke Energy's** standard customer agreement for both residential and commercial clients, which **Duke Energy** has transmitted by mail and wire to the Plaintiff class and has posted on its website, falsely states that **Duke Energy** customers cannot avoid the Rate Stabilization Charge (RSC), Annually Adjusted Component of the POLR Charge (AAC), Regulatory Transition Charge (RTC), Fuel and Purchase Power charge (FPP), Infrastructure Maintenance Fund charge (IMF), and System Reliability Tracker charge (SRT), when in fact these charges were rebated to Favored Customers pursuant to side deals with the conspirators. Similarly, **Duke Energy's** website falsely states that the AAC rider is applicable to all customers except customers receiving generation service from a Certified Supplier ("CRES"), when in fact side deals with Favored Customers provided for a rebate of the AAC rider. **Duke Energy** also has misrepresented the legality of the side deals, including in public statements issued on or about January 17, 2008 and thereafter.

37. The conspirators have engaged in a scheme and artifice to defraud Plaintiffs. Since 2004, defendants repeatedly have used the mails or wires in furtherance of the scheme. The conspirators sent Plaintiffs and the other members of the Plaintiff Class, or published misrepresentations and omissions in, materials intended for Plaintiffs and the other members of the Plaintiff Class, in particular representing that the charges comprising the rate increase were unavoidable and had to be paid, and omitting the material fact that CRS was kicking back those charges to certain other users, and, more recently, stating that the agreements are legal.
38. The conspirators took and are continuing to take these actions with specific intent to deceive and defraud, and did in fact defraud, Plaintiffs.
39. The total number of mail and wire fraud violations is too voluminous to recount, given that they were continuous and unabated from 2004 forward. Plaintiffs actually and reasonably have relied, to their detriment, on these misrepresentations and omissions. Had they known of the kickbacks paid by CRS and their illegality, they would have been in a position to prevent the advantage received by the Favored Customers and/or demand rebates be given legally and universally.
40. The conspirators' pattern of racketeering and corrupt activity includes the repeated use of money laundering, in violation of both 18 U.S.C. § 1956 and R.C. § 1315.55. The conspirators knew that the monies transmitted to the Favored Customers were illegal rebates, and carried on this activity using the transmittal through CRS to conceal and disguise the nature, source, ownership and control of those illegal payments.
41. The conspirators' pattern of corrupt activity also includes violations of R.C. §§ 2921.03 and/or 2921.32, through their attempts to conceal physical evidence of their unlawful acts including the use of unwarranted redactions, and by their agent (legal counsel) falsely stating to the Supreme Court of Ohio that the existence of the side agreements was unknown.
42. At all relevant times, the conspirators were "persons" as defined in 18 U.S.C. § 1961(3) and/or RC § 2923.31(G), who violated 18 U.S.C. § 1962(C) and/or RC §§ 2923.32 and 2923.34 by conducting the affairs of CRS through a pattern of racketeering and corrupt activity.
43. Plaintiffs have been directly injured in their business and property as a result of these violations. All Plaintiffs have suffered substantial damages as a proximate result of these violations.
44. The electric power industry is composed generally of three functional levels: production, transmission, and distribution. Production encompasses the conversion into electric power of energy obtained from the combustion of fossil fuels, including moving water, or from atomic reaction. Transmission refers to the moving of electric energy via transmission facilities from points where the energy is generated to interconnection with other utilities and the distribution center. Distribution involves the delivery and sale of electricity to the ultimate consumer.
45. At all relevant times, the conspirators comprised a large electric system operating throughout the United States and serving large areas of, inter alia, Ohio, Kentucky, and Indiana, supplying residential, commercial and industrial customers directly. The conspirators controlled extensive transmission lines in Duke Energy's service area.
46. At all relevant times, the conspirators engaged in, and their activities affected, interstate commerce.
47. At all relevant times, the conspirators have bought electric power from and sold it to electric utilities, generators and marketers located in several states, and have exchanged power among them across state lines. Upon information and belief, the sales of electric power in this case were and often are interstate in origin, particularly in times of high demand. The alleged violations of law described herein have affected, and are affecting, the flow of electric power in interstate commerce.
48. At all relevant times, the conspirators have owned and controlled the only electric transmission facilities by which Plaintiffs can purchase power for use in southern Ohio.

SECOND CLAIM FOR RELIEF

49. Plaintiffs incorporate by reference and reallege each and every prior and succeeding allegation of this Complaint.

50. The conspirators have violated Section 2(a) of the Clayton Act, as amended by the Robinson-Patman Act (15 U.S.C. § 13(a)), by discriminating in the price of electricity, a commodity, in contemporaneous sales to competing purchasers in interstate commerce, where the electricity is sold for use in the United States. The conspirators have also violated Section 2(c) of the Clayton Act, as amended by the Robinson-Patman Act (15 U.S.C. § 13(c)), by engaging in commercial bribery. These violations occurred in the course of interstate commerce.

51. At all relevant times, the conspirators have actively controlled CRS, whose sales were and are imputed to the conspirators for purposes of the price discrimination provisions of the Robinson-Patman Act.

52. The effect of the discrimination - which has been sustained since January 2005 and continued unabated at least through 2008, if not longer - is significant and, unless restrained now and in the future, will substantially lessen competition in the markets in which certain Plaintiffs who belong to Subclass 1 (including Munafo, Inc. and possibly also BGR, Inc.) compete with the large customers who were the Favored Customers or with other companies as yet unknown to Plaintiffs who received rebates during the 2005-2008 period or since. In the course of discovery in this case, **Duke Energy** has taken the position that it need not produce information concerning any side deals after June 30, 2009. Such Plaintiffs have suffered antitrust injury by, among other things, having lost profits and sales to the Favored Customers or other as yet unknown rebate recipients.

53. Plaintiffs seek injunctive and declaratory relief (but no damages) under the Robinson-Patman Act on behalf of business ratepayers who have competed with those receiving illegal rebates via side agreements.

THIRD CLAIM FOR RELIEF

54. Plaintiffs incorporate by reference and reallege each and every prior and succeeding allegation of this Complaint.

55. The conspirators' misrepresentations and omissions described above were material, made with knowledge of their falsity and with the specific intent to deceive and mislead the Plaintiffs or with reckless disregard of the capacity to do so.

56. Plaintiffs justifiably relied upon the conspirators' misrepresentations and omissions to their detriment.

57. Plaintiffs were and continue to be injured as a proximate result.

FOURTH CLAIM FOR RELIEF

58. Plaintiffs incorporate by reference and reallege each and every prior and succeeding allegation of this Complaint.

59. Ohio law prohibits public utilities from directly or indirectly granting rebates to only certain consumers and from extending a privilege to some consumers without extending the same to all consumers. RC §§ 4905.32 and 4905.33(A). Under Ohio law, a public utility may not "directly or indirectly" remit or refund "any rate, rental, toll or charge so specified, or any part thereof, or extend to any person, firm, or corporation, any rule, regulation, privilege, or facility except such as are specified" in its PUCO schedule "and regularly and uniformly extended to all persons, firms, and corporations under like circumstances for like, or substantially similar, service." RC § 4905.32. Ohio law also provides, in relevant part, "No public utility shall directly or indirectly, or by any ... rebate, drawback, or other device or method, charge, demand, collect, or receive from any person, firm, or corporation a greater or lesser compensation for any services rendered, or to be rendered ... than it charges, demands, collects, or receives from any other person, firm, or corporation for doing a like and contemporaneous service under substantially the same circumstances and conditions." RC § 4905.33(A). Thus, according to the law of the case established by the Sixth Circuit's opinion in Case No. 10-3604, "The selective payment of rebates constitutes a felony under Ohio law. See Ohio Rev.Code §§ 4905.32-33(A), 4905.56, 4905.99." *Williams v. Duke Energy Int'l, Inc.*, 681 F.3d 788, 804 (6th Cir. 2012).

60. The conspirators conspired to violate and did violate Ohio law by granting a privilege or rebate to certain customers, while failing to offer the same or a similar rebate or privilege to all other consumers, including Plaintiffs and the Class they seek to represent.

61. The conspirators flagrantly disregarded Ohio corporate policy and law by creating and/or employing CRS, an unregulated alter ego of **Cinergy**.

62. There were, therefore, thousands of overt acts in furtherance of the conspiracy relating to Plaintiffs and other victims, which occurred during the relevant time period. These overt acts included misrepresentations or omissions made in furtherance of the schemes, as well as other overt acts that may not themselves have constituted misrepresentations but were undertaken as an integral part of the schemes, and in furtherance thereof.

63. As a direct result of the conspiracy alleged herein, Plaintiffs and the Plaintiff Class have been injured in an amount to be determined at trial.

64. The conspirators deliberately and repeatedly concealed evidence of their wrongdoing from Plaintiffs and the general public.

PUNITIVE DAMAGES

65. Plaintiffs incorporate by reference and reallege each and every prior and succeeding allegation of this Complaint.

66. The conduct of the conspirators was knowing, intentional, done with malice and/or aggravated or egregious fraud, demonstrated a complete lack of care, and was in conscious disregard of the rights of Plaintiffs and the Plaintiff Class. Plaintiffs and the Plaintiff Class are therefore entitled to an award of punitive damages, in conjunction with the foregoing claims for relief.

PRAYER

WHEREFORE, Plaintiffs pray:

(a) For a judgment that **Duke Energy** has violated federal racketeering laws and state corrupt activity laws (18 U.S.C. § 1962(c) and R.C. § 2923.32, respectively);

(b) For an order, under 18 U.S.C. § 1964 and R.C. § 2923.34, awarding to Plaintiffs and the Plaintiff Class treble damages as a result of **Duke Energy's** violation of the federal racketeering laws and state corrupt activity laws;

(c) For a judgment that **Duke Energy** has violated Section 2 of the Clayton Act (15 U.S.C. §§ 13(a) and (c));

(d) For a judgment that **Duke Energy** has committed fraud, and for an order awarding to Plaintiffs and the Plaintiff Class damages therefor;

(e) For a judgment that **Duke Energy** has violated RC §§ 4905.32 and 4905.33(A), and for an order awarding to Plaintiffs and the Plaintiff Class damages therefor;

(f) For a judgment that **Duke Energy** has conspired to violate RC §§ 4905.32 and 4905.33(A), and for an order awarding to Plaintiffs and the Plaintiff Class damages therefor;

(g) For equitable relief requiring that **Duke Energy** extend to the members of the Plaintiff Class rebates comparable to those already paid to the Favored Customers pursuant to all side deals;

(h) For a declaratory judgment that **Duke Energy** has violated RC §§ 4905.32 and 4905.33(A), and for an order awarding to Plaintiffs and the Plaintiff Class damages therefor;

(i) For an order preliminarily and permanently enjoining **Duke Energy**, its officers, agents, employees, successors, and all persons or entities in active concert or participation with them, from engaging in, carrying out, or renewing any contracts, agreements, policies, practices or understandings, or claiming any rights thereunder having the purpose or effect of continuing, reviving, or renewing the aforesaid violation of the federal racketeering or antitrust laws, or state-law violations, in accordance with the provisions of 18 U.S.C. § 1964 (racketeering), 15 U.S.C. § 26 (antitrust), R.C. 2923.34 (state corrupt activity), and other applicable statutes;

(j) For compensatory and punitive damages in accordance with Ohio law;

(k) For the cost of their suit and reasonable attorneys' fees; and

(l) For such other and further legal and equitable relief as the Court may deem just and proper.

Respectfully submitted,

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JURY DEMAND

Plaintiffs hereby demand a trial by jury on all claims triable to a jury.

/s/ Paul M. De Marco

Footnotes

- ¹ **Duke Energy** Retail Sales LLC (“DERS”), a North Carolina limited liability company, is the successor to CRS, and has continued with the illegal activities begun by CRS. As used in this Complaint, “CRS” includes “DERS.”

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2013 WL 7137624 (S.D. Ohio) (Trial Motion, Memorandum and Affidavit)
United States District Court, S.D. Ohio.
Eastern Division

Anthony WILLIAMS, et al., Plaintiffs,
v.
DUKE ENERGY INTERNATIONAL, INC., et al., Defendants.

No. 1:08-CV-00046.
June 4, 2013.

Plaintiffs' Renewed Motion for Class Certification

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Judge Edmund A. Sargus.
Magistrate Judge Mark R. Abel.

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PLAINTIFFS' RENEWED MOTION FOR CLASS CERTIFICATION AND MEMORANDUM IN SUPPORT

Plaintiffs initially moved for class certification in this case on October 31, 2008. The Court stayed briefing on that motion, however, due to Duke's then-pending motion to dismiss, which the Court later granted. In accordance with the scheduling orders issued since that dismissal was reversed and the case remanded by the Sixth Circuit (Docs. 150 & 158), Plaintiffs hereby renew their request for an order stating that this case shall be maintained as a class action, pursuant to Rules 23(b)(2), 23(b)(1)(A), and 23(b)(3) of the Federal Rules of Civil Procedure. The grounds for this motion are set forth below in the Memorandum in Support.

MEMORANDUM IN SUPPORT

SUMMARY OF ARGUMENT

The Sixth Circuit's sweeping decision established as the law of the case that the filed-rate doctrine has no application to this case, that the illegal rebates challenged by plaintiffs in this case are not and never have been subject to PUCO jurisdiction, and that this Court has jurisdiction to proceed with Plaintiffs' federal claims based on the Robinson-Patman Act ("RPA") and the RICO Act and their state-law claims for civil conspiracy, violation of the Ohio Corrupt Practices Act, and common-law fraud. *Williams v. Duke Energy Int'l, Inc.*, 681 F.3d 788, 797-798, 799-805 (6th Cir. 2012), *cert. denied*, 133 S. Ct. 933, 184 L. Ed. 2d 724 (2013).¹

That was not the only law of the case established by the Sixth Circuit decision. The decision also upheld as properly pleaded (under *Iqbal* and *Twombly*) every federal and state-law claim for relief asserted by Plaintiffs and, in so doing, it laid out a roadmap for Plaintiffs' proof of their claims. *Id.* at 799-805; *see* Section I, *infra*. Since the case was remanded, Plaintiffs have obtained new evidence highlighting the extent to which Duke's statements over the years regarding its side agreements have been misleading, deceptive, and disingenuous, including internal documents among the records of Duke and the favored customers referring to the CRS "option payments" as "rebates," further evidence that Duke paid kickbacks, evidence that Cinergy recognized from the beginning that the side agreements were not subject to PUCO jurisdiction, and internal Duke documents suggesting that the "CRS option payments" continued after 2008. *See* Section II, *infra*.

Based on the Sixth Circuit's analysis of Plaintiffs' claims, combined with evidence obtained in the discovery conducted since remand, Plaintiffs submit it is clearer than ever that this case should be certified as a **class action**. In this motion, Plaintiffs propose a **class** consisting of all ratepayers who received retail electric generation service from Duke Energy Corp. and/or Cinergy Corp. or their subsidiaries or affiliates at any time between January 1, 2005 and December 31, 2008 in the CG&E/Duke electric service territory and who did not receive rebates under the side agreements. In other words, the characteristic that unites the hundreds of thousands of residential and business ratepayers who comprise the proposed class is what Defendants unlawfully and fraudulently denied all of them: *rebates*. *See* Section III, *infra*.

This case meets the requirements of Rules 23(a) and 23(b). The requirements of Rule 23(a) are satisfied inasmuch as (1) the hundreds of thousands of disfavored ratepayers dispersed throughout southwestern Ohio, who comprise the proposed class, are too numerous for joinder to be practicable; (2) there are abundant common issues of law and fact; (3) Plaintiffs' claims are typical of those of the absent class members; and (4) adequacy of representation is established because the class representatives share common interests with the unnamed class members and will vigorously prosecute such class members' interests through well-qualified counsel. *See* Section IV(A)(1) through (4), *infra*.

This case also fits within Rules 23(b)(2), 23(b)(1)(A), and 23(b)(3). Because the Rule 23(a) prerequisites have been met and Plaintiffs have requested injunctive and declaratory relief, the Court should certify the injunctive and declaratory relief portions of this case as a **class action** under Rule 23(b)(2). *See* Section IV(B)(1), *infra*. The Court should certify the same portions under Rule 23(b)(1)(A) as well, insofar as separate prosecution of these claims would create the risk of inconsistent adjudications that could lead to incompatible standards of conduct for Duke and its affiliates. *Id.* The Court should certify the damages claims under Rule 23(b)(3) because the issues common to all class members clearly predominate over any potential individualized issues, and because the factors used to assess "superiority" under Rule 23(b)(3) strongly favor class certification over potential individual actions. *See* Section IV(B)(2)(i) and (ii), *infra*.

ARGUMENT

Before turning to the reasons why this case should be certified as a **class action** under Rules 23(b)(2), 23(b)(1)(A), and 23(b)(3), it is appropriate first to review the Sixth Circuit's analysis of Plaintiffs' claims and the proof required to establish them, along with the evidence concerning Defendants' rebate schemes that has been uncovered since the case was remanded.

I. THE SIXTH CIRCUIT'S ROADMAP

The Sixth Circuit aptly characterized Plaintiffs' claims as challenging "payments made outside of the rate scheme" that "amount to an 'indirect rebate.'" Plaintiffs are arguing that Defendants, in violation of the law, indirectly granted rebates to favored large customers." *Id.* at 797. One by one, the Sixth Circuit upheld Plaintiffs' various claims challenging "the lawfulness and purpose of payments made by ... Duke's affiliate DERS pursuant to various side agreements." *Id.*

The Sixth Circuit's analysis of Plaintiffs' claims began with their RPA claim. The court put to rest Duke's challenges to RPA liability by simplifying the proof required. According to the Sixth Circuit's decision, "[t]he RPA was enacted in response to the comparative competitive advantage of large purchasers, who could induce ... rebates ... from sellers due to their size." *Id.* at 799. The court of appeals upheld Plaintiffs' RPA claims because electricity is a commodity for RPA purposes and because Plaintiffs alleged that "the rebates provided to some of Defendants' large customers" could have the effect of causing competitors of the large customers "to pay substantially more for electricity" *Id.* at 800-801. As also stated in the Sixth Circuit's decision, "The Supreme Court has held that 'the [RPA] does not require that the discrimination must in fact have harmed competition, but only that there is a reasonable possibility that they 'may' have such an effect.'" *Id.* at 801. This "reasonable possibility" standard permits Plaintiffs to pursue their requests for appropriate injunctive and declaratory relief under the RPA on behalf of the members of the proposed business ratepayer subclass who compete with the favored customers, without asking for individualized competitive injury damages for any one member of that subclass. *See* Section IV(B)(i), *infra*.

The court of appeals also held that "Plaintiffs have properly alleged money laundering and telecommunications fraud as a predicate to their Civil RICO claim," which "alone would be enough to satisfy the predicate act requirements of the Ohio Corrupt-Practices Act." *Id.* at 802-804. The court specified what would constitute sufficient proof that Defendants engaged in money laundering, for purposes of Civil RICO and the Ohio Corrupt Practices Act:

[T]he alleged transfer of money from favored customers to Duke, and from Duke to DERS, and from DERS back to the favored customers as 'rebates' tainted the funds, which became the 'proceeds' of unlawful activities. Mail fraud constitutes an 'unlawful activity' according to 18 U.S.C. §§ 1956(c)(7)(A) and 1961(1). Thus, taking as true the allegations that Appellee Duke collected money through the use of the mails and funneled the money to DERS and thereafter back to favored customers in a fraudulent scheme, we find that Plaintiffs have set out a cognizable claim of money laundering based upon the unlawful activity of mail fraud.

Id. at 803.

The Sixth Circuit also validated obstruction of justice as an additional viable predicate for Plaintiffs' Ohio Corrupt Practices Act claim, stating:

The selective payment of rebates constitutes a felony under Ohio law. *See* Ohio Rev. Code §§ 4905.32-.33(A), 4905.56, 4905.99. Thus, communicating false information to any person for the purpose of hindering the discovery of the selective payment of rebates would constitute obstruction of justice.... [C]orporate counsel are not permitted to freely make false statements before a court and evade charges of obstruction of justice.

Id. at 804.

The Sixth Circuit also laid out a simple template for Plaintiffs to follow in proving fraud, whether for purposes of mail and wire fraud under the RICO Act, telecommunications fraud under the Ohio Corrupt Practices Act, or common-law fraud.

Defendants allegedly used mail and telecommunications to convince customers like Plaintiffs and the other disfavored ratepayers that certain electricity charges were unavoidable. In fact, though, unbeknownst to Plaintiffs and the other disfavored customers, Defendants had entered into side agreements under which such charges were rebated to the 22 favored large customers. *Id.* at 802 (“By engaging in secret side agreements with favored customers, Defendants provided rebates to already-paid ‘mandatory’ charges. Plaintiffs also allege that Defendants engaged in wire fraud by receiving and transferring moneys to and from DERS and favored customers in furtherance of a fraudulent scheme.”). The alleged fraud, therefore, lies in *Duke* “implying that all customers paid the same” charges and that these charges were “mandatory,” while “engaging in secret side agreements” providing the large customers “rebates to already-paid ‘mandatory’ charges.” *Id.* Thus, observed the Sixth Circuit, Plaintiffs’ fraud allegations, based on “*Duke’s* non-disclosure of the side agreements,” have been “sufficiently set out” *Id.*

Finally, the court of appeals upheld Plaintiffs’ civil conspiracy claim, rejecting Defendants’ contention that this claim could not be predicated on violations of Ohio’s anti-rebate statutes. *Id.* at 804-805. The opinion carefully analyzed these statutes, Plaintiffs’ civil conspiracy claim, and the impact of deregulation in 1999 on the PUCO’s jurisdiction over the conduct alleged in this state-law claim. *Id.* Citing Ohio’s anti-rebate statutes, O.R.C. §§ 4905.32 and 4905.33(A), the opinion noted, “The selective payment of rebates constitutes a felony under Ohio law.” *Id.* at 804. In line with *Duke’s* concession at oral argument before the Sixth Circuit that the PUCO no longer has the authority to enforce these statutes, the court of appeals opinion quoted from the 1999 deregulation law, O.R.C. § 4928.05, by which the Ohio General Assembly removed these statutes from the PUCO’s enforcement authority. *See id.* at 804-805, incl. n. 11. The Sixth Circuit concluded that the General Assembly’s withdrawal of the PUCO’s authority to enforce the specified statutes *does not* bar a private right of action based on conduct prohibited by them, such as Plaintiffs’ civil conspiracy claim. *Id.* at 805. The court of appeals reached this conclusion, it said, by reading “the plain language” of O.R.C. § 4928.05. *Id.* The Sixth Circuit further noted an anomaly inherent in *Duke’s* view of the impact of deregulation: the notion that the PUCO retains the authority to remedy the wrongs alleged in Plaintiffs’ state-law claims “is at odds with” the PUCO’s inability to enforce Ohio’s anti-rebate statutes. *Id.* at n. 11.

II. WHAT PLAINTIFFS HAVE LEARNED SINCE REMAND

Thanks to discovery, the many ways in which *Duke* has tried over the years to conceal its fraudulent scheme have come into sharper focus since the Sixth Circuit remanded this case. These developments demonstrate more clearly than ever that, despite *Duke’s* predictable efforts to make it appear otherwise, this case will not come down to individualized issues or proof. Rather, it will hinge on fraudulent, deceptive, and unlawful actions by *Duke* that generally affected the proposed class of disfavored ratepayers.

As the Sixth Circuit noted, Defendants “have made every effort to resist discovery of the agreements or public revelations regarding the specific contents of the side agreements.” *Id.* at 797. Ever since these secret payments and side agreements came to light, however, due to the *Deeds* whistleblower action,² *Duke* has responded with misleading statements, mostly in the company’s public pronouncements but also in its court filings, including some in this very case. The Sixth Circuit’s decision put the lie to most of *Duke’s* dodges; and, as demonstrated below, evidence obtained since remand is putting the lie to the rest.

A. Internal Documents Referring To The “Option Payments” As “Rebates”

While acknowledging that “plaintiffs’ theory is that the unlawful activity is the payment of rebates to certain customers,”³ *Duke* has strained over the years to characterize the “option payments” as something other than rebates and the agreements providing for them as legitimate business transactions between CRS/DERS and the 22 large customers, rather than as kickback arrangements.

For example, *Duke* asserted in the *Deeds* whistleblower action that its “option agreements are legitimate contracts.” Exhibit 1, Defendants’ Supplemental Authority in Support of Summary Judgment in *Deeds v. Duke Energy*, Hamilton Cty. Comm. Pleas Ct. Case No. A0701671, p. 1. In a filing related to the motion to dismiss that the Court granted in this case, *Duke*

claimed there is an issue “whether DERS’ alleged payments are ‘rebates’ at all.” Duke’s Reply in Support of Motion to Dismiss Amended Complaint (Doc. 59), p. 10. During oral argument before the Sixth Circuit, Duke’s counsel was asked if Duke had “admitted that it’s been giving rebates to some of these customers.” Audiotape of Oral Argument in Case No. 10-3604. Though he eschewed the role of fact witness, Duke’s counsel denied that Duke had acknowledged it was paying rebates, instead describing the payments as “entirely legitimate arbitrage deals.” *Id.* What the Sixth Circuit did not know was how disingenuous it was for Duke to call into question whether these payments were rebates. We now know from internal documents recently produced by Duke and the favored customers that, *from the beginning*, the CRS option payments were commonly referred to as “rebates.”

Let’s look first at the evidence that the favored large customers considered the payments rebates. Rick Sites is the lawyer for the Ohio Hospital Association (“OHA”), a trade association that represents member hospitals throughout Ohio, including more than a dozen who signed side agreements with Cinergy/CG&E/CRS in 2004 and 2005. Sites negotiated these side agreements on behalf of his member hospitals with Paul Colbert, the same lawyer for Cinergy/CG&E who, during an April 25, 2006 oral argument before the Ohio Supreme Court, denied knowing of any side agreements -- even though Colbert signed side agreements with OHA on behalf of its hospitals.⁵ During his recent deposition, Sites described how the side agreements were designed to work: “The hospital paid an amount of money and then a certain portion of what they paid was rebated to the hospital.” Exhibit 2, Partial Transcript of Deposition of Richard L. Sites, p. 183 (emphasis added); *see also id.* at 130.⁶ OHA was not alone in recognizing the payments as rebates. Internal documents recently produced by TriHealth Hospitals, an OHA member, also refer to the periodic CRS option payments as a “rebate.” Exhibit 4 (“It is also my understanding that the CG&E bills will continue to be sent to the same addresses as they are now, and that the CRES quarterly rebate check will be sent to me, as addressed above. Thanks, Rich Hertlein”).

Moreover, documents recently produced by General Electric Aircraft Engines (“GE”), another favored large customer, demonstrate that it too understood the payments to be rebates and referred to them as such. GE was part of the Ohio Energy Group (“OEG”), another trade association that also negotiated side agreements with Paul Colbert. In addition to GE, OEG also included AK Steel, Procter & Gamble, Air Products and Chemicals, Ford, and BP Products. Pursuant to Plaintiffs’ subpoena, GE recently produced an analysis of the CRS “option payments” anticipated by GE, which refers to the expected payment as the “CG&E rebate.” *See* Exhibit 5.

Even worse than the fact that the favored large customers called the CRS option payments “rebates,” it now appears Cinergy/CG&E itself applied that term to the “CRS option payments” from the very beginning. Internal documents recently disclosed by Defendants in discovery repeatedly characterize the so-called “option payments” using the frank descriptor “‘Electric Rebate.’” *See* Exhibit 6 (calling a “CRS Option Payment for First Quarter 2006” totaling \$254,741.24 to “The Christ Hospital” in Cincinnati an “‘Electric Rebate’”) (emphasis added). Plaintiffs are at a loss to understand how Duke and its counsel could have questioned whether the CRS option payments were rebates, when all the while internal documents among Duke’s records used the term “‘Electric Rebate’” to describe those very payments.

B. Further Evidence That Defendants Paid Kickbacks

Defendants’ side agreements with the favored large customers were unlawful not only because they provided for the payment of selective rebates in violation of Ohio law, but also because of another illegal payment embedded within the side agreements: it now appears Cinergy paid OHA and IEU what Plaintiffs submit were kickbacks for the trade associations delivering their members.

Cinergy paid OHA \$50,000 in connection with the side agreements, even though the trade association is located in Columbus and has never purchased electricity from Duke or Cinergy. Exhibit 2 (Sites Deposition) at 81, 84; *see* Doc. 57-3, p. 149. OHA received this payment pursuant to a side agreement in which Sites committed that OHA members would support the stipulation before the PUCO without modification. *Id.*; *see also* Exhibits 3 and 7. Although the \$50,000 payment was described in an initial term sheet as “a management/administrative fee,” Exhibit 7, OHA later denied it had received any such fee. Exhibit 8.

Cinergy agreed to make a similar payment to IEU totaling \$100,000. Doc- 57-3, p. 142. The \$100,000 paid to IEU pursuant to one side agreement was oddly couched “as compensation for legal services,” even though IEU provided no legal services

to Cinergy. *Id.*; Exhibit 9 (excerpt from Deposition of Timothy Duff, a Duke attorney, p. 111).

In a press release dated March 21, 2008, following the commencement of this action, Duke stated that the agreements “are common practice in the utility industry, and Duke Energy continues to vigorously dispute the claims that the contracts were unlawful.” Exhibit 10 (Duke press release, DE00000771). The Sixth Circuit put to rest any notion that a utility could lawfully pay selective rebates. “The selective payment of rebates,” the Sixth Circuit said, “constitutes a felony under Ohio law. *See* Ohio Rev. Code §§ 4905.32-.33(A), 4905.56, 4905.99.” *Williams*, 681 F.3d at 797. What the Sixth Circuit did not know was that, along with the secret selective rebates, Duke also appears to have paid secret kickbacks to the two trade associations that negotiated the side deals for the favored large customers. These apparent kickbacks make it all the more baffling that Duke ever could have maintained that these side agreements were legal.

C. Evidence That Cinergy Recognized From The Beginning That The Side Agreements Were Not Subject To PUCO Jurisdiction

Recent discovery also has exposed another charade perpetrated by Duke regarding the rebates and the side agreements under which they have been paid. Over and over, in this case and elsewhere, Duke maintained that it was completely up to the PUCO -- and the PUCO alone -- to determine the legality of the side agreements under which the rebates have been paid.⁷ It was not until Duke was confronted with this Court’s Order to Show Cause that the company finally backed away from suggesting that the PUCO had approved the side agreements as legal.⁸ It turns out, however, that Duke knew *from the very beginning* that its side agreements with the favored large customers were *not* subject to PUCO jurisdiction.

In this regard, OEG recently produced a key Duke internal memorandum pursuant to a subpoena. Exhibit 11. The memo was attached to an email dated August 19, 2004. This was *after* Cinergy/CG&E already had entered into the first of the secret rebate agreements with OEG, OHA, and a third trade association called Industrial Energy Users-Ohio (“IEU”), which negotiated and signed side agreements on behalf of Marathon Ashland, Inc. and General Motors. *See, e.g.*, Doc. 57-3, p. 146. The cover email was from Cinergy/CG&E’s counsel Jim Gainer to OEG’s counsel David Boehm. Its subject line included the telling words “Important Points.” The “Important Points” memo stated in part that “[a]ny agreements that we have with these organizations” (*e.g.*, OHA and OEG members Procter & Gamble and AK Steel) “other than the filed stipulation are confidential, *not subject to Commission jurisdiction ...*” *Id.* at 3 (emphasis added). Not surprisingly, given Duke’s years-long effort since then to suggest that the PUCO somehow did have jurisdiction over the side agreements, Gainer sent Boehm a follow-up email two days later, stating, “Gainer, James would like to recall the message, ‘Important Points’.” *Id.* at 4.

D. Evidence That The “CRS Option Payments” Continued After 2008

On September 18, 2008, Plaintiffs moved for a preliminary injunction preventing Duke and its subsidiaries and affiliates from (1) making any further rebate payments to selected electricity customers directly or through any subsidiary or affiliate such as DERS, rather than across the board, pursuant to the allegedly illegal side deals that are the subject of this case; and (2) entering into any other side deals, directly or through any subsidiary or affiliate such as DERS, that provide for rebate payments to selected electricity customers, rather than across the board. Because it granted Duke’s motion to dismiss, this Court did not rule on Plaintiffs’ preliminary injunction motion.

On appeal, Duke argued that Plaintiffs’ claims for declaratory and injunctive relief “are moot, as the option contracts have long since expired.” Brief of Duke Appellees in Sixth Circuit Case No. 10-3604. This explanation is now open to question, for Defendants recently produced documents suggesting that at least certain members of OEG received “CRS Option Payments” in 2009 and 2010, long after the side agreements supposedly expired. *See* Exhibits 12 (“CRS Option Payments for 2009”) and 13 (“CRS Option Payments for 2010”).

Although this case is five years old, discovery has only just begun. Defendants have yet to produce the bulk of Duke’s internal records pertaining to the side agreements. *See* Doc. 158. The evidence that already has come to light buttresses Plaintiffs’ position that Cinergy and Duke have consistently attempted to mislead their ratepayers, the public, and the courts. In this case alone, Duke spent years invoking the PUCO’s supposed jurisdiction over the side agreements, despite the fact

Duke recognized from the beginning that the side agreements were not subject to the PUCO's jurisdiction. **Duke** has given every indication that it will continue trying to recast the option payments as something other than **rebates**, even though that's exactly what they are called in internal documents among **Duke's** own records. And now evidence has come to light indicating that the CRS option payments may not have ended in December 2008, as **Duke** previously suggested.

All of this evidence counsels against anyone taking **Duke** at its word as the class certification issue takes center stage. From the beginning of this case, **Duke** has maintained that its ratepayers who did not receive the option payments were not disadvantaged in any way. *See, e.g.*, Exhibit 14 (Statement by Sandra Meyer, then President of **Duke Energy Ohio**: "No residential customers were disadvantaged because of [the side] agreements."). Plaintiffs, of course, maintain that all **Cinergy/Duke** ratepayers who did not receive the benefit of the company's selective **rebates** were, by definition, legally disadvantaged. This is not the appropriate time for the Court to decide which side is correct. This is, though, the proper time for the Court to allow the claims of all the ratepayers who did not receive the **rebates** to proceed together, as class claims.

III. PROPOSED CLASS DEFINITION, REPRESENTATIVES, AND COUNSEL

The four named plaintiffs - Munafo, Inc., BGR, Inc., Anthony Williams, and Aikido of Cincinnati - propose that the class they seek to represent be defined as follows: "All ratepayers who received retail electric generation service from **Duke Energy Corp.** and/or **Cinergy Corp.** or their subsidiaries or affiliates at any time between January 1, 2005 and December 31, 2008 in the CG&E/**Duke** electric service territory and who did not receive **rebates** under the side agreements." This would include all of **Duke's** business and residential electricity ratepayers except for the 22 favored large customers who entered into side agreements (under which the allegedly illegal **rebates** have been paid) with **Duke** or any of the alleged conspirators. Plaintiffs further propose that business and residential ratepayers be divided into subclasses, given that, as discussed above, Plaintiffs intend to pursue injunctive and declaratory relief under the RPA on behalf of a subset of business ratepayers who have competed with those receiving illegal **rebates** via the side agreements. *See* Section IV(B)(1), *infra*.

Plaintiff Munafo, Inc., an Ohio corporation with its principal place of business in Cincinnati, is a **Duke** business ratepayer that filed suit on behalf of itself and all similarly situated business ratepayers affected by the **rebate** schemes. Plaintiff BGR, Inc., an Ohio corporation with its principal place of business in West Chester, also is a **Duke** business ratepayer that filed suit on behalf of itself and all similarly situated business ratepayers affected by the **rebate** schemes. Plaintiff Anthony Williams, a citizen and resident of Ohio, is a **Duke** residential ratepayer who filed suit on behalf of himself and all other similarly situated residential ratepayers affected by the **rebate** schemes. Plaintiff Aikido of Cincinnati is a non-profit Ohio corporation located in Cincinnati, Ohio, which filed suit on behalf of itself and all other similarly situated ratepayers affected by the **rebate** schemes.

Plaintiffs and the class they seek to represent do not include any business or individual ratepayers who entered into any of the side deals with the conspirators. Plaintiffs request that they be appointed class representatives or, if necessary, that they be given leave to propose suitable substitute representatives subject to court approval, and that the law firms representing Plaintiffs, Freking & Betz and Markovits, Stock & DeMarco, LLC, be appointed class counsel.

IV. ANALYSIS OF THE REQUIREMENTS OF RULES 23(a) AND 23(b)

The United States Supreme Court has held that "[c]lass actions serve an important function in our system of civil justice" *Gulf Oil v. Bernard*, 452 U.S. 89, 99 (1981); accord, *Am. Pipe & Constr. Co. v. Utah*, 414 U.S. 538, 550-551 (1974). The Sixth Circuit favors class actions as a means to "achieve the economies of time, effort and expense." *Sterling v. Velsicol Chem. Corp.*, 855 F.2d 1188, 1196 (6th Cir. 1988); cf. *In re Am. Med. Sys., Inc.*, 75 F.3d 1069 (6th Cir. 1996). The Court has broad discretion in determining whether a particular case may proceed as a class action, although that discretion must be exercised within the framework of Rule 23. *Gulf Oil Co. v. Bernard*, 452 U.S. at 100.

"In determining the propriety of a class action, the question is not whether the plaintiff or plaintiffs have stated a cause of action or will prevail on the merits, but rather whether the requirements of Rule 23 are met." *Eisen v. Carlisle & Jacquelin*, 477 U.S. 156, 178 (1974); accord, *Weathers v. Peters Realty Corp.*, 499 F.2d 1197, 1201 (6th Cir. 1974). Thus, at the class certification stage, the substantive allegations of the **Complaint** should be taken as true, although a court may certainly look

behind the pleadings to the evidence when necessary, even if in doing so it touches “aspects of the merits.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551-2552 (2011); *Gen. Tel. Co. v. Falcon*, 457 U.S. 147, 161, 102 S.Ct. 2364 (1982). Furthermore, any doubts should be resolved “in favor of allowing the class action.” *Id.* at 791; 7B *Wright, Miller & Kane, Federal Practice and Procedure* (1986), §1785, p. 199. Plaintiffs’ class action allegations and detailed factual presentation are sufficient to meet the requirements of Rule 23.

A. The Requirements Of Rule 23(a) Are Satisfied.

Prior to an analysis of the Rule 23(a) prerequisites, the court first considers whether a precisely defined class exists. As stated above, Plaintiffs propose a class defined as follows: “All ratepayers who received retail electric generation service from Duke Energy Corp. and/or Cinergy Corp. or their subsidiaries or affiliates at any time between January 1, 2005 and December 31, 2008 in the CG&E/Duke electric service territory and who did not receive rebates under the side agreements.” The proposed class essentially consists of all of Duke’s business and residential electricity ratepayers during the relevant period who did not receive rebates under any side agreements with Duke or any of the alleged conspirators. As also stated above, Plaintiffs further propose that business and residential ratepayers be divided into subclasses. The proposed class and subclasses are defined with sufficient precision to allow the parties, the Court, and any Duke customers to determine class membership with certainty.

1. Numerosity

Under Rule 23(a)(1), the class must be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). A strict test does not exist. Rather, the “numerosity” requirement compels a case-by-case analysis. *Ilhardt v. A.O. Smith Corp.*, 168 F.R.D. 613, 617 (S.D. Ohio 1996) (no strict numerical test exists to determine when a class is so numerous that joinder is impracticable). In *Basile v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 105 F.R.D. 506 (S.D. Ohio 1985), the court held that as few as 23 class members satisfied the requisite numerosity.

In determining numerosity, a trial court may consider reasonable inferences drawn from the factual allegations. *Id.* In *Am. Med. Sys.*, 75 F.3d at 1079, the Sixth Circuit stated that when class size reaches substantial proportions, the impracticability requirement usually is satisfied by the numbers alone. *Id.* “Satisfaction of the numerosity requirement does not require that joinder is impossible, but only that plaintiff will suffer a strong litigational hardship or inconvenience if joinder is required.” *Boggs v. Divested Atomic Corp.*, 141 F.R.D. 58, 63 (S.D. Ohio 1991) (citations omitted).

In this case, hundreds of thousands of disfavored ratepayers spread throughout southwestern Ohio comprise the proposed class. This easily satisfies the numerosity requirement. *Hughes v. Cardinal Fed. Sav. & Loan Assn.*, 97 F.R.D. 653, 654 (S.D. Ohio 1983) (accepting plaintiffs’ estimate). Defendants cannot dispute that the joinder of so many geographically dispersed individuals and businesses is impracticable. *Id.*

2. Commonality

Rule 23(a)(2) requires a showing that there are “questions of law or fact common to the class” “The commonality test ‘is qualitative rather than quantitative, that is, there need be only a single issue common to all members of the class.’” *Am. Med. Sys.*, 75 F.3d at 1080; see *Sterling, supra*, 855 F.2d at 1197 (“[T]he mere fact that questions peculiar to each individual member of the class remain after the common questions of the defendant’s liability have been resolved does not dictate the conclusion that a class action is impermissible.”); *Alkire v. Irving*, 330 F.3d 802, 820 (6th Cir. 2003) (“Although Rule 23(a)(2) refers to common questions of law or fact, in the plural, there need only be one question common to the class - though that question must be a ‘common issue the resolution of which will advance the litigation.’ ”); *Wal-Mart*, 131 S.Ct. at 2551.

The claims of the potential class members need not be factually identical. See *Putnam v. Davies*, 169 F.R.D. 89, 93 (S.D. Ohio 1996). Rather, “the commonality requirement will be satisfied as long as the members of the class have allegedly been

affected by a general policy of the Defendant and the general policy is the focus of the litigation.” *Violette v. P.A. Days, Inc.*, 214 F.R.D. 207, 213 (S.D. Ohio 2003), citing *Mayo v. Sears, Roebuck & Co.*, 148 F.R.D. 576, 580 (S.D. Ohio 1993). The mere fact that questions peculiar to individual class members could remain does not necessarily defeat a finding of commonality. See *Sterling*, 855 F.2d at 1197; *Bacon v. Honda of Am. Mfg., Inc.*, 205 F.R.D. 466, 476 (S.D. Ohio 2001).

Defendants habitually communicated *en masse* with their ratepayers on matters related to billing and charges. See Exhibit 15. Moreover, every ratepayer’s bill encouraged the ratepayer to visit the company’s website, where the ratepayer would have found still more billing and charges information meant for mass consumption. The conspirators used these mass communications methods to hoodwink ratepayers into believing the charges they were paying were mandatory -- when, all the while, the conspirators were secretly carrying out a scheme under which they were **rebating** all or part of those supposedly mandatory charges to selected larger customers. Thus, an entire class of **Cinergy/Duke** ratepayers was denied both (1) the **rebates** to which they were legally entitled, and (2) notice that Defendants were selectively paying **rebating** certain charges to favored large customers, directly contradicting the company’s representations that the charges were mandatory for all retail customers.

In this case, therefore, the common factual and legal issues include, but are not limited to, whether the conspirators conspired to and did engage in a pattern of deceptive transactions that had the intended effect of granting illegal **rebates** exclusively to certain large customers; whether paying **rebates** only to certain large customers violated Ohio laws mandating across-the-board **rebates** for all customers receiving like service; whether the conspirators’ conduct has violated the RICO Act and the Ohio Corrupt Practices Act; whether the conspirators have attempted to mislead their electric ratepayers and the general public about, and conceal the existence of, their fraudulent, illegal, and corrupt scheme; whether the conspirators’ scheme has resulted in substantial detriment and harm to hundreds of thousands of southwestern Ohio businesses, political subdivisions, public institutions, and individual consumers who did not receive the **rebates** that the large customers received; and whether punitive damages should be assessed against **Duke**. Based on these common issues, the commonality test is easily satisfied.

3. Typicality

Rule 23(a)(3) requires that “claims or defenses of the representative parties [be] typical of the claims or defenses of the class.” This component of Rule 23 assures that the named representatives’ interests align with those of the class. *Am. Med. Sys.*, 75 F.3d at 1082. The commonality and typicality requirements are closely related in that each serves to assist in the determination whether the claims of the named plaintiff and those of the rest of the proposed class are so interrelated that the interests of the absent class members will be protected. See *Gen. Tel. Co.*, 457 U.S. at 157 n. 3.

“Rule 23(a)(3) typicality ‘determines whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the class, so that the court may properly attribute a collective nature to the challenged conduct.’ ” *Stout v. Byrider*, 228 F.3d 709, 717 (6th Cir. 2000) (quoting *Sprague v. Gen. Motors*, 133 F.3d 388, 399 (6th Cir. 1998)). The typicality requirement focuses on the type of injury suffered by the class members and the interests of the various class members. *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976). A named plaintiff’s claim is considered to be typical “if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory.” *American Medical Sys.*, 75 F.3d at 1082. The typicality requirement may be satisfied even if there are factual distinctions between the claims of the named plaintiffs and those of other class members. *De La Fuente v. Stokely-Van Camp, Inc.*, 713 F.2d 225, 232 (7th Cir. 1983); *Senter*, 532 F.2d at 525 n. 31. While a representative’s claims need not mimic the claims of every class member, the named plaintiff must advance the interests of the class members. *Am. Med. Sys.*, 75 F.3d at 1082; *Ilhardt*, 168 F.R.D. at 618.

In this case, the named plaintiffs’ claims against **Duke** are typical in that plaintiffs and all of the members of the class were deprived of legally mandated (*i.e.*, across-the-board) **rebates** and all are asserting the same legal theory as a result. Thus, in prosecuting their claims against **Duke**, the named plaintiffs will simultaneously advance the class’s interests. In addition, Plaintiff Munaf’s claim for injunctive and declaratory relief under the RPA is typical of those of other members of the business ratepayers’ subclass who compete with companies that received the illegal **rebates**. Typicality is satisfied.

4. Adequacy of representation

Rule 23(a)(4) requires that the representative parties fairly and adequately protect the interests of the **class**. In *Senter*, the Sixth Circuit articulated two criteria to determine the adequacy of the representation: (1) the representative must have common interests with the unnamed members of the **class**, and (2) it must appear that the representative will vigorously prosecute the interests of the **class** through qualified counsel. *Senter*, 532 F.2d at 525.

In this case, Plaintiffs share a common interest with the **class** members, such that no conflict of interest exists between their interests and those of other **class** members. *Ilhardt*, 168 F.R.D. at 619; *Am. Med. Sys.*, 75 F.3d at 1082. By establishing their injunctive claims, the named plaintiffs simultaneously establish the need for **class**-wide injunctive relief to protect all **class** members from the continued denial of the same legally mandated **rebates** and the recurrence of this illegal **rebate** scheme. By establishing their damages claims, the named plaintiffs simultaneously establish that **Duke** is liable to all **class** members for RICO violations, violations of the Ohio Corrupt Practices Act, fraud, and civil conspiracy. And to the extent Plaintiff Munafo establishes his claims for injunctive and declaratory relief under the RPA, such relief would inure to the benefit of other similarly situated members of the business ratepayers' subclass that compete with companies receiving the illegal **rebates**. Finally, Plaintiffs have secured counsel well-qualified in **class action** litigation to pursue this case. The test for adequacy of representation is satisfied.

B. Rule 23(b) Also Is Satisfied.

The named plaintiffs must show that the **class** can be maintained under one of the three subcategories of Rule 23(b). *Am. Med. Sys.*, 75 F.3d. at 1079. In this instance, the named plaintiffs seek certification of their injunctive and declaratory relief claims under both Rule 23(b)(2) and Rule 23(b)(1)(A), and the damages portion of the case under Rule 23(b)(3). See *Easterling v. Conn. Dept. of Correction*, 278 F.R.D. 41, 51 (D. Conn. 2011); *Jermyn v. Best Buy Stores, L.P.*, 276 F.R.D. 167, 169 (S.D. N.Y. 2011); *In re Catfish Antitrust Litig.*, 826 F. Supp. 1019, 1045-46 (N.D. Miss. 1993); *In re Visa Check/Mastermoney Antitrust Litig.*, 192 F.R.D. 68, 88-89 (E.D.N.Y. 2000); *In re NASDAQ Market-Makers Antitrust Litig.*, 169 F.R.D. 493, 516-523 (S.D.N.Y. 1996).

1. The injunctive and declaratory relief claims should be certified under Rule 23(b)(2) and Rule 23(b)(1)(A).

Rule 23(b)(2) provides that **class** certification is appropriate whenever the party opposing the **class** has acted or refused to act on grounds generally applicable to the **class**, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the **class** as a whole. Under this rule, "[i]njunctive relief embraces all forms of judicial orders, whether they be mandatory or prohibitory." 7A Wright, Miller & Kane, *Federal Practice and Procedure: Civil 2d* § 1775, pp. 458-59. Rule 23(b)(1)(A) applies if the prosecution of separate **actions** over these issues by individual members of the **class** would create the risk of inconsistent adjudications with respect to the individual members of the **class** that would establish incompatible standards of conduct for the defendants.

The still operative First Amended **Complaint** seeks injunctive and declaratory relief. It seeks, *inter alia*, an order "preliminarily and permanently enjoining **Duke Energy**, its officers, agents, employees, successors, and all persons or entities in active concert or participation with them, from engaging in, carrying out, or renewing any contracts, agreements, policies, practices or understandings, or claiming any rights thereunder having the purpose or effect of continuing, reviving, or renewing the aforesaid violation of the federal racketeering or antitrust laws, or state law violations, in accordance with the provisions of 18 U.S.C. § 1964 (racketeering), 15 U.S.C. § 26 (antitrust), R.C. 2923.34 (state corrupt activity), and other applicable statutes." The **complaint** also seeks declaratory relief in the form of a judgment "that **Duke Energy** has violated RC §§ 4905.32 and 4905.33(A)." In short, the **Complaint** seeks court orders to stop the illegal **rebate** scheme once and for all, reverse it, and prevent its recurrence.

It should be noted that in the proposed Second Amended **Complaint**, which is due to be filed no later than 21 days after **Duke** completes its production of documents (Doc. 158, p. 2), Plaintiffs will press forward with their declaratory and injunctive claims. Based on **Duke's** insistence that side agreements of the type challenged here "are common practice in the

utility industry” and that these side agreements were lawful, Exhibit 10 (DE00000771), Plaintiffs will continue to seek injunctive relief halting the **rebate** scheme and preventing its recurrence, especially in light of evidence recently obtained suggesting that the CRS option payments continued past December 31, 2008, when the known side agreements were supposed to have expired.

It should also be noted that, consistent with Plaintiffs’ request for **class** treatment of all of the claims asserted in this **action**, the upcoming proposed Second Amended **Complaint** will seek only declaratory and injunctive relief -- not individualized damages -- on behalf of the business ratepayers who compete with the favored large customers.⁹ Plaintiffs’ RPA claim will seek only injunctive relief pursuant to Section 16 of the Clayton Act, 15 U.S.C. § 26, and pursuant to § 2(c) of the RPA, 15 U.S.C. § 13(c), which precludes discrimination through commercial bribery. This will simplify certification under Rule 23(b)(2) because there will be no need to establish any amount of damages suffered by any commercial ratepayer on account of any RPA violation; it will only be necessary to show that continued price discrimination through bribes or kickbacks may have an anticompetitive effect and should be stopped.

Because Plaintiffs continue to seek injunctive and declaratory relief with respect to the proposed **class** as a whole (as well as to a subset of the business ratepayers’ subclass), Rule 23(b)(2) is tailor-made for this case. “If the Rule 23(a) prerequisites have been met and injunctive or declaratory relief has been requested, the **action** usually should be allowed to proceed under subdivision (b)(2).” 7A Wright, Miller & Kane, *Federal Practice and Procedure: Civil 2d* § 1775, p. 462. Therefore, this Court should certify the injunctive and declaratory relief portion of this case as a **class action** under Rule 23(b)(2). See *Fogie v. Rent-A-Center, Inc.*, 867 F. Supp. 1398, 1403-4 (D. Minn. 1993); *Heastie v. Cmty. Bank of Greater Peoria*, 125 F.R.D. 669, 678-80 (N.D. Ill. 1989); *In re Catfish Antitrust Litig.*, 826 F. Supp. at 1045-46 (N.D. Miss. 1993). Indeed, that is the only means of protecting all **class** members from the continued denial of the across-the-board rebates to which they are entitled under Ohio law.

The Court also should rule that Plaintiffs’ injunctive and declaratory relief claims are properly certified under Rule 23(b)(1)(A) as well. Separate prosecution of these claims would create the risk of inconsistent adjudications that could lead to incompatible standards of conduct for **Duke** and its affiliates. This is precisely the sort of situation for which Rule 23(b)(1)(A) was designed.

2. The damages claims should be certified under Rule 23(b)(3).

i. The common questions of law and fact predominate.

The first requirement of Rule 23(b)(3) “parallels subdivision (a)(2) in that both require that common questions exist, but subdivision (b)(3) contains the more stringent requirement that common issues ‘predominate’ over individual issues.” *Violette*, 214 F.R.D. at 215. “In determining whether the predominance standard is met, courts focus on the issue of liability, and if the liability issue is common to the **class**, common questions are held to predominate over individual ones.” *In re Kirschner Med. Corp. Secs. Litig.*, 139 F.R.D. 74, 80 (D. Md. 1991).

“Rule 23(b)(3) does not require that all questions of law or fact be common; it only requires that the common questions predominate over individual questions.” *Dura-Bilt Corp. v. Chase Manhattan Corp.*, 89 F.R.D. 87, 93 (S.D.N.Y. 1981). See also *Lorazepam & Clorazepate Antitrust Litig.*, 202 F.R.D. 12, 29 (D.D.C. 2001) (“The common issues must only predominate; they do not have to be dispositive of the litigation.”); *In re Oxford Health Plans, Inc. Sec. Litig.*, 191 F.R.D.369, 374 (S.D.N.Y. 2000) (“Common questions may predominate where there exists a common course of conduct even though there is not a complete identity of facts.... Where, as here, there exists a common nucleus of operative facts affecting all members, common questions unquestionably prevail.” (citation omitted)).

As set forth above, the core issues of liability are common to the entire **class** - all **class** members were denied the across-the-board **rebates** that the Sixth Circuit stated were mandated by law. Indeed, Defendants represented the **rebated** charges as mandatory for all retail ratepayers in its electric service area. Thus, **class**-wide evidence will establish Defendants’ liability for its unlawful **rebate** schemes, as well as the amount of **rebates** the favored ratepayers received, the amount the disfavored ratepayers did not receive, and **Duke’s** attendant profits - without any need for individualized proof. That these

issues are susceptible of class-wide proof establishes that common issues predominate. *Id.* (“If the liability issue is common to the class, common questions are held to predominate over individual ones.”); *see also In re Bearingpoint, Inc. Sec. Litig.*, 232 F.R.D. 534, 542 (E.D. Va. 2006). The conduct on which Plaintiffs base their claims injured each member of the proposed class identically, *i.e.*, each was denied a rebate mandated by law. Accordingly, since Plaintiffs allege that the conduct of Duke and the other conspirators was part of the same illegal pattern and scheme, the common issues of fact and law arising from that conduct predominate over any individual issues and satisfy the standard for “predominance” under Rule 23(b)(3).

ii. A class action is superior to other available methods for fairly and efficiently adjudicating this action.

In determining whether the “superiority” requirement of Rule 23(b)(3) is satisfied, the Court must consider (a) the interest of members of the class in individually controlling separate actions; (b) the extent and nature of any related litigation already commenced by class members; (c) the desirability of concentrating the litigation of the claims in the particular forum; and (d) the potential difficulties of managing a class action. Rule 23(b)(3). In this case, each of these four factors strongly militates in favor of class certification.

First, a class action is the most efficient method of adjudicating the claims of numerous class members who, largely uninformed of or inattentive to their rights, might not otherwise possess the initiative to commence an action on their own behalf. *Jenkins v. Hyundai Motor Financing Co.*, 2008 WL 781862, *9 (S.D. Ohio, Mar. 24, 2008), citing *McCabe v. Crawford & Co.*, 210 F.R.D. 631, 645 (N.D. Ill. 2002). A failure to certify a class in this case would most likely render individual actions non-economical for customers to pursue, leaving hundreds of thousands of them unable to recover damages for Defendants’ allegedly illegal conduct. *Jenkins*, 2008 WL 781862 at *8, citing *Weeks v. Bareco Oil Co.*, 125 F.2d 84, 90 (7th Cir. 1941) (cautioning against “closing the door of justice to small claimants”); *see also Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 617, 117 S.Ct. 2231 (1997) (noting that “[t]he policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights.”) (quoting *Mace v. Van Ru Credit Corp.*, 109 F.3d 338, 344 (7th Cir. 1997)); *In re Visa Check/Mastermoney Antitrust Litig.*, 192 F.R.D. at 88. In this case, the expense of individual actions, weighed against the potential for relatively small individual recoveries of the many class members, would be prohibitive. Although some class members may have suffered damages substantial enough that it might be economically viable for them to bring their own suits, this fact does not support a finding that class members have an interest in individually “controlling” the litigation under Rule 23(b)(3). The reference in Rule 23(b)(3) to the interest of individual class members in controlling the litigation relates to the interests of most or all of the class members - rather than the interests of only a few - since if only a small segment of the class has an interest in controlling the litigation, they may serve their own interests by opting out of the suit. 1 H. Newberg, *Newberg on Class Actions* § 4.29 at 332 (3d ed. 1992).

Second, the burden on the courts of adjudicating tens of thousands of separate actions by those denied legally mandated across-the-board rebates would be, to say the least, significant. Third, there is no other litigation outside of this action asserting the particular claims that the named plaintiffs are pursuing here. Finally, there is no reason to believe that Plaintiffs’ attorneys, who have extensive experience in class action litigation, including in this District, will encounter significant or unusual difficulties in managing this litigation. For these reasons, class certification is the superior method for adjudicating this dispute.

CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully submit that class certification is appropriate. Plaintiffs therefore request that this case be certified as a class action.

Respectfully submitted,

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Footnotes

¹ The Sixth Circuit's jurisdictional analysis was straightforward: this Court's "federal question subject-matter jurisdiction is sufficient to allow supplemental jurisdiction over Plaintiffs' state-law tort claims of fraud and civil conspiracy pursuant to 28 U.S.C. § 1367(a)." *Id.* at 798-799.

² *Deeds v. Duke Energy*, Hamilton Cty. Comm. Pleas Ct. Case No. A0701671.

³ **Duke's Reply in Support of Motion to Dismiss Amended Complaint** (Doc. 59), p. 19.

- 4 Colbert, identified as “Senior Counsel” to “The Cincinnati Gas & Electric Company,” signed the side agreement with “the Hospitals” dated May 19, 2004 on behalf of “The Cinergy Retail Sales, LLC (Cinergy)” Exhibit 3. Colbert, likewise identified as “Senior Counsel” to “The Cincinnati Gas & Electric Company,” also signed the side agreement with “the Hospitals” dated November 8, 2004 on behalf of “The Cinergy Retail Sales, LLC (Cinergy)” Doc. 57-3, p. 151.
- 5 Doc. 57 at 4 (Statement by Duke’s counsel Paul Colbert at oral argument before the Supreme Court of Ohio on April 25, 2006: “[I]t is unknown whether there were any [side agreements] in this case.”).
- 6 At his deposition, Sites was asked, “Would you agree that Paul Colbert on April 25th, 2006, knew that there were side deals, side agreements, in this case?” Sites responded, “My answer is yes, he would have known.” Exhibit 2, p. 187. As the Sixth Circuit bluntly stated in reference to Colbert’s statement, “The selective payment of rebates constitutes a felony under Ohio law. *See* Ohio Rev. Code §§ 4905.32-33(A), 4905.56, 4905.99. Thus, communicating false information to any person for the purpose of hindering the discovery of the selective payment of rebates would constitute obstruction of justice.... [C]orporate counsel are not permitted to freely make false statements before a court and evade charges of obstruction of justice.” *Williams*, 681 F.3d at 804.
- 7 *See, e.g.*, Defendants’ Supplemental Authority in Support of Summary Judgment in *Deeds v. Duke Energy*, Hamilton Cty. Comm. Pleas Ct. Case No. A0701671, p. 2 n. 1 (“PUCO has exclusive jurisdiction over Deeds’ allegation that the option agreements are illegal”); Memorandum in Support of Duke’s Motion to Dismiss Amended Complaint (Doc. 35), p. 2 (“[T]he PUCO reviewed the contracts pursuant to which DERS is allegedly paying ‘kickbacks,’ yet it still approved DE-Ohio’s rates without requiring ‘rebates[.]’ ”); *id.* at 15 (“[T]he PUCO reviewed the very contracts that allegedly provided for the alleged ‘kickbacks,’ and still chose to approve DE-Ohio’s rates.”); Duke’s Supplemental Brief Concerning a Subsequent Judicially Noticeable Document (Doc. 69), p. 2 (characterizing the PUCO as having “conducted a full review of the alleged ‘rebates,’ ” and having concluded “that these agreements are perfectly legal”); Duke’s Reply in Support of Motion to Dismiss Amended Complaint (Doc. 59), p. 1 (claiming the PUCO has asserted “jurisdiction to resolve challenges to the very ‘side agreements’ that give rise to plaintiffs’ ‘rebate’ claims”); Duke’s Supplemental Brief Concerning a Subsequent Judicially Noticeable Judicial Proceeding (Doc. 91), p. 3 (asserting that “the Ohio Supreme Court has held that the PUCO has jurisdiction over the predicate issues in this action”); Duke’s Reply in Support of Motion to Dismiss Amended Complaint (Doc. 59), p. 1 (asserting that “plaintiffs have no right to rebates that the PUCO has not authorized”); *id.* at 2 (asserting that the PUCO “(unlike state and federal courts) has the expertise necessary to determine the legality of the contracts and payments at issue here”); *id.* at 10 (misleadingly asserting that the PUCO “has examined these contracts in detail”); *id.* at 12 (claiming that “plaintiffs have no right to unapproved rebates”); *id.* at 13 (claiming that “the PUCO plainly does have plenary--indeed, exclusive--jurisdiction to redress claims that DE-Ohio is providing, either directly or indirectly through an affiliate, unlawful rebates of its market-based rates”); *id.* at 15 (claiming that “the PUCO has ample authority to address claims that DE-Ohio is providing unlawful rebates of its market-based rates, whether or not the PUCO approved any such rebates”); *id.* at 22 (maintaining that “the PUCO approved DE-Ohio’s bills after reviewing all of the ‘side agreements’ in the case brought by the OCC challenging the rate increase”); *id.* at 25 (arguing that the Court “should hold the case in abeyance to allow the PUCO to decide the legality of the ‘side agreements’ plaintiffs challenge”); *id.* at 26 (“Nor is it true that the ‘legality of the side agreements is not a matter with which the PUCO concerns itself.’ ”).
- 8 After this Court stated in its Order to Show Cause that “the issues involving the validity of the side agreements were never presented to the PUCO,” Doc. 93, p. 3, Duke stated in its response that its “counsel did not intend to claim, or to mislead the Court into believing, that the PUCO had made formal findings addressing the validity of the side agreements in its underlying order.” Doc. 103, pp. 2-3.
- 9 By omitting them from the proposed Second Amended Complaint, Plaintiffs also intend to drop General Motors as a defendant and to eliminate the Fifth and Sixth Claims for Relief and the disgorgement portion of the Seventh Claim for Relief.



Laurel >

[REDACTED]

Laurel Dawson, I'm Tom Froehle at AEP. I am texting in regards to Sam Randazzo. A number of times I have had people share that the administration has not heard from AEP regarding concerns. The latest is someone telling me they had a meeting with you this weekend where you indicated AEP has not spoken to anyone about this. As you know, our CEO spoke with Governor Dewine about this last week and the Lt. Gov. over three weeks ago. Nick Akins was very up front. I also spoke with the Lt. Gov. and left a vm with Michael Hall. I also know someone representing us met with you last week. It is my understanding that an announcement may come out shortly naming Sam. Really, all I ask is for a proper vetting of all candidates and not a rush job. A request to meet with you on this



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Laurel >

times I have had people share that the administration has not heard from AEP regarding concerns. The latest is someone telling me they had a meeting with you this weekend where you indicated AEP has not spoken to anyone about this. As you know, our CEO spoke with Governor Dewine about this last week and the Lt. Gov. over three weeks ago. Nick Akins was very up front. I also spoke with the Lt. Gov. and left a vm with Michael Hall. I also know someone representing us met with you last week. It is my understanding that an announcement may come out shortly naming Sam. Really, all I ask is for a proper vetting of all candidates and not a rush job. A request to meet with you on this hasn't been replied to and I feel this is decision, analysis instead of analysis decision. I would like a chance to speak to you before any announcement.



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