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September 14, 2015

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Second Street, 2nd Floor
Harrisburg, PA 17120

Re: Unified Energy Alliance, LLC v. Rodger K. Walter, et al.
Docket No.: C-2015-2492473

Dear Ms. Chiavetta:

Enclosed you will find the Reply with New Matter of Unified Energy Alliance, LLC to the New Matter and Counterclaim of the Individual Respondents in the above referenced matter. Copies of the Reply will be served in accordance with the attached Certificate of Service.

Thank you for your courtesy and cooperation. If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

/s/Adam M. Shienvold

Adam M. Shienvold

AMS:kmo

Enclosure

cc: All Counsel and/or Parties of Record
Per Certificate of Service
Honorable Elizabeth H. Barnes (w/enc.)
Ricardo Hernandez, II (w/enc., via email)

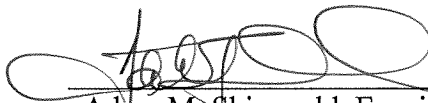
**BEFORE THE
PENNSYLVANIA UTILITY COMMISSION**

UNIFIED ENERGY ALLIANCE, LLC, :
 :
 :
 Complainant :
 : DOCKET NO.: C-2015-2492473
 :
 v. :
 :
 :
 RODGER K. WALTER, et al., :
 :
 :
 Respondents :

NOTICE TO PLEAD

To: Answering Respondents, Rodger K Walter, Ernie Horning, J. Nick Storch,
Duane Albright, Andy Youndt, Don Shipp, and Future Energy Solutions, LLC
c/o Kathryn L. Simpson, Esquire
METTE, EVANS & WOODSIDE
3401 North Front Street
P. O. Box 5950
Harrisburg, PA 17110-0950

YOU ARE HEREBY notified pursuant to 52 Pa. Code §§ 5.62 and 5.63 that if you do not file a written response to the NEW MATTER of Complainant within twenty (20) days from service of this Notice, the facts set forth by the aforementioned in the New Matter may be deemed to be true, thereby requiring no other proof. All pleadings such as a Reply to New Matter must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served on all counsel of record and others included on the Certificate of Service.



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**BEFORE THE
PENNSYLVANIA UTILITY COMMISSION**

UNIFIED ENERGY ALLIANCE, LLC,	:	
	:	
Complainant	:	
	:	DOCKET NO.: C-2015-2492473
v.	:	
	:	
RODGER K. WALTER, ERNIE	:	
HORNING, J. NICK STORCH, DUANE	:	
ALBRIGHT, ANDY YOUNDT, DON	:	
SHIPP, FUTURE ENERGY	:	
SOLUTIONS, LLC and NAVIGATE	:	
POWER, LLC,	:	
	:	
Respondents	:	

**REPLY WITH NEW MATTER OF UNIFIED ENERGY ALLIANCE, LLC TO THE
NEW MATTER AND COUNTERCLAIM OF RODGER K. WALTER, ERNIE
HORNING, J. NICK STORCH, DUANE ALBRIGHT, ANDY YOUNDT, DON SHIPP,
AND FUTURE ENERGY SOLUTIONS, LLC**

Unified Energy Alliance, LLC (“UEA” or “Complainant”) submits its Reply to the New Matter and Counterclaim of Rodger K. Walter, Ernie Horning, J. Nick Storch, Duane Albright, Andy Youndt, Don Shipp (collectively, “Individual Respondents”) and Future Energy Solutions, LLC (“FES”) (collectively, “Answering Respondents”), pursuant to Section 5.63 of the Rules of Practice of the Pennsylvania Public Utility Commission (“Commission”), as follows:

79. The averments of paragraph 79 are conclusions of law to which no responsive pleading is required and are deemed denied.

80. Denied. The averments of paragraph 80 are conclusions of law to which no responsive pleading is required and are deemed denied. To the extent that the averments of paragraph 80 are deemed averments of fact, they are denied. The Answering Respondents called

upon UEA customers and prospective UEA customers and marketed UEA's services as an electric power broker and consultant. Answering Respondents were, and are, required to be licensed as an EGS if they arrange for the sale of energy products or services to end-users from more than one broker, such as UEA.

81. Admitted in part, denied in part. It is admitted upon information and belief that, during the period Answering Respondents were affiliated with UEA, they did not hold licenses to act as marketers or brokers of electric power. The remaining averments of paragraph 81 are conclusions of law to which no responsive pleading is required and are deemed denied. To the extent that the remaining averments of paragraph 81 are deemed averments of fact, the response to Paragraph 80 is incorporated herein by reference.

82. Admitted in part, denied in part. It is admitted that UEA was aware that Answering Respondents did not have licenses to act as electric generation suppliers, brokers, or marketers while they were affiliated with UEA. The remaining averments of paragraph 82 are conclusions of law to which no responsive pleading is required and are deemed denied. To the extent that the remaining averments of paragraph 82 are deemed averments of fact, the response to Paragraph 80 is incorporated herein by reference..

83. Denied. The averments of paragraph 83 are conclusions of law to which no responsive pleading is required and are deemed denied.

84. Admitted in part and denied as stated in part. UEA is a licensed electric power marketer/broker in the Commonwealth of Pennsylvania. UEA's current sales consultants and are not, to UEA's knowledge, licensed by the Commission. The response to Paragraph 80 is incorporated herein by reference.

85. Denied. The response to Paragraph 80 is incorporated herein by reference. It is further denied that Answering Respondents brought to Complainant lists of prospective customers with whom they had been working.

86. Admitted in part, denied in part. It is denied that Answering Respondents had customers that they had developed. It is admitted that Answering Respondents called upon prospective customers for the purpose of referring those prospective customers to UEA for the purchase of electric power. The response to Paragraph 80 is incorporated herein by reference. The remaining averments of paragraph 86 are denied.

87. Admitted in part, denied as stated in part. It is admitted that in July 2013, the Individual Respondents each were provided with an Independent Sales Consultant Bundle. The remaining averments of paragraph 87 are denied. By way of further answer, UEA developed the ICP Bundle in coordination with the Individual Respondents.

88. Denied. The referenced exhibit does not describe the “purpose of the Independent Sales Consultant Bundle.” UEA and the Individual Respondents worked together to develop the Independent Sales Consultant Bundle and the Individual Respondents were well aware of all purposes behind the development of the Independent Sales Consultant Bundle. By way of further answer, the averments of paragraph 88 purport to characterize a written document that speaks for itself, and any such characterizations by the Answering Respondents are denied.

89. Denied. The averments of paragraph 89 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer, the Individual Respondents did not rely on any representations of UEA in deciding to sign the Independent Sales Consultant Bundle. Moreover, the contract, that was jointly developed between UEA and the Individual Respondents, expressly states that the Agreement is “the entire understanding

between the parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof.” Independent Sales Consultant Agreement, ¶ 11.6.

90. Denied. The averments of paragraph 90 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer, the document attached as Exhibit 5, being in writing, speaks for itself, and any characterization thereof by Answering Respondents is denied.

91. Denied. The averments of paragraph 91 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer, the document attached as Exhibit 5, being in writing, speaks for itself, and any characterization thereof by Answering Respondents is denied.

92. Denied. The averments of paragraph 92 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer,

93. The averments of paragraph 93 are conclusions of law to which no responsive pleading is required and are deemed denied.

94. The averments of paragraph 94 are conclusions of law to which no responsive pleading is required and are deemed denied.

95. The averments of paragraph 95 are conclusions of law to which no responsive pleading is required and are deemed denied.

96. Denied.

97. Denied.

98. Denied.

99. UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 99, and therefore denies them.

100. UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 100, and therefore denies them.

ANSWER TO COUNTERCLAIM

101. Admitted.

102. Admitted.

103. Admitted.

104. Admitted.

105. Denied. The Counterclaimants are not and never were agents of UEA.

106. The averments of paragraph 106 purport to characterize a written document that speaks for itself, and any characterization thereof by the Counterclaimants is denied. By way of further answer, it is admitted that the Counterclaimants' relationship with UEA was terminated on or around February 19, 2015.

107. Admitted upon information and belief.

108. Denied. UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 108, and therefore denies them.

109. The averments of paragraph 109 purport to characterize a written document that speaks for itself, and any characterization thereof by the Counterclaimants is denied.

110. The averments of paragraph 110 purport to characterize a written document that speaks for itself, and any characterization thereof by the Counterclaimants is denied.

111. UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 111, and therefore denies them.

112. The averments of paragraph 112 purport to characterize a written document that speaks for itself, and any characterization thereof by the Counterclaimants is denied. By way of further answer, it is undisputed that FES is not licensed to operate in the Pennsylvania energy market.

113. The averments of paragraph 113 purport to characterize a written document that speaks for itself, and any characterization thereof by the Counterclaimants is denied. By way of further answer, it is specifically denied that the document attached as Exhibit A identifies Joe Mazer as “UEA’s ‘client relations manager’.” To the contrary, it identifies Joe Mazer as “a client relations manager with Unified Energy Alliance.”

114. Denied.

(a) The document attached as Exhibit 9, being in writing, speaks for itself, and any characterization thereof is denied. By way of further answer, it is denied that Daryl G. Reiff prepared the Complaint attached as Exhibit 9. To the contrary, the Complaint was prepared by Respondent/Counterclaimant Andy Youndt. By way of further answer, prior to the date indicated on Exhibit 9, Mr. Reiff provided a recorded statement, submitted with UEA’s Complaint that states precisely the opposite of what is contained in Exhibit 9.

(b) The document attached as Exhibit 10, being in writing, speaks for itself, and any characterization thereof is denied. By way of further answer, it is denied that Clifford Z. Zimmerman prepared the Complaint attached as Exhibit 10. To the contrary, the Complaint was prepared by Respondent/Counterclaimant Andy Youndt. By way of further answer, prior to the date indicated on Exhibit 10, Mr. Zimmerman provided a recorded statement, submitted with UEA’s Complaint that states precisely the opposite of what is contained in Exhibit 10.

(c) The document attached as Exhibit 11, being in writing, speaks for itself, and any characterization thereof is denied. By way of further answer, it is denied that Harold R. Sensinig prepared the Complaint attached as Exhibit 11. To the contrary, the Complaint was prepared by Respondent/Counterclaimant Nick Storch. By way of further answer, prior to the date indicated on Exhibit 11, Mr. Sensinig provided a recorded statement, submitted with UEA’s Complaint that states precisely the opposite of what is contained in Exhibit 11.

(d) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(d), and therefore denies them. By way of

further answer, the averments of paragraph 114(d) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(e) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(e), and therefore denies them. By way of further answer, the averments of paragraph 114(e) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(f) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(f), and therefore denies them. By way of further answer, the averments of paragraph 114(f) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(g) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(g), and therefore denies them. By way of further answer, the averments of paragraph 114(g) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(h) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(h), and therefore denies them. By way of further answer, the averments of paragraph 114(h) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(i) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(i), and therefore denies them. By way of further answer, the averments of paragraph 114(i) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(j) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(j), and therefore denies them. By way of further answer, the averments of paragraph 114(j) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(k) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(k), and therefore denies them. By way of further answer, the averments of paragraph 114(k) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(l) UEA is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 114(l), and therefore denies them. By way of further answer, the averments of paragraph 114(l) purport to characterize a written document that was part of the “unethical marking letter” that was a misleading and deceptive practice by Navigate and the Individual Respondents that is the basis for UEA’s Complaint.

(m) Denied. By way of further answer, there is no Exhibit 21 attached to the Counterclaim. Upon inquiry to counsel for the Individual Respondents/Counterclaimants, counsel confirmed that there was no Exhibit 21, and no writing or other document to support the averments of paragraph 114(m).

115. Denied. The averments of paragraph 115 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer, every enrollment is confirmed by a recorded third-party verification to ensure that the subscriber is fully informed and consents to the enrollment.

116. Denied. The averments of paragraph 116 are conclusions of law to which no responsive pleading is required and are deemed denied.

117. Admitted that Mr. Mazer has a criminal record. The contents of the criminal record are public and speak for themselves.

118. Denied. UEA did not hire Mazer. Mr. Mazer is an independent contractor for UEA. By way of further answer, Mr. Mazer has fully performed all required activities pursuant to the judgment of sentence, and there is no restriction on a person with a criminal record from engaging in door-to-door marketing or sales.

119. Denied. The averments of paragraph 119 are conclusions of law to which no responsive pleading is required and are deemed denied.

120. Denied. The averments of paragraph 120 are conclusions of law to which no responsive pleading is required and are deemed denied. By way of further answer, it is specifically denied that UEA or its independent contractors performed any fraudulent, deceptive or unlawful marketing.

121. Denied.

122. Denied.

NEW MATTER

Pursuant to 52 Pa. Code § 5.62(b), UEA avers the following new matter:

123. UEA incorporates by reference the introduction and allegations of the Formal Complaint.

124. Paragraphs 79 through 122 of this Answer and New Matter are incorporated as though more fully set forth herein.

125. The Counterclaim fails to state a claim upon which relief may be granted.

126. Counterclaimants lack standing to pursue the claims asserted in the Counterclaim.

127. UEA has not violated any legal duty owed to any customer or consumer.

128. UEA has not violated any legal duty owed to any Counterclaimant.

129. Each and every claim asserted or raised in the Counterclaim is barred by the doctrines of estoppel, waiver, or statutory regulatory compliance.

WHEREFORE, Unified Energy Alliance, LLC, respectfully demands judgment in its favor and dismissal of the counterclaims, with prejudice, and an award of such other and further relief as the Commission may deem just and proper.

Respectfully submitted,



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Telephone: 717-237-6000

Date: September 14, 2015

Attorneys for
Unified Energy Alliance, LLC

VERIFICATION

I, Ricardo Hernandez, II, hereby verify that I am President of Unified Energy Alliance, LLC and that I am authorized to make this Verification on its behalf. No one person has knowledge of all of the facts set forth in the foregoing REPLY OF UNIFIED ENERGY ALLIANCE, LLC TO THE NEW MATTER AND COUNTERCLAIM OF RODGER K. WALTER, ERNIE HORNING, J. NICK STORCH, DUANE ALBRIGHT, ANDY YOUNDT, DON SHIPP, AND FUTURE ENERGY SOLUTIONS, LLC, but I am informed that the facts stated herein are true and correct to the best of my knowledge, information, and belief.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 9-11-2015

Ricardo Hernandez II
Ricardo Hernandez, II
President
Unified Energy Alliance, LLC

CERTIFICATE OF SERVICE

I certify that on this 14th day of September, 2015, I served a copy of the foregoing
REPLY WITH NEW MATTER OF UNIFIED ENERGY ALLIANCE, LLC TO THE NEW
MATTER AND COUNTERCLAIM OF RODGER K. WALTER, ERNIE HORNING, J. NICK
STORCH, DUANE ALBRIGHT, ANDY YOUNDT, DON SHIPP, AND FUTURE ENERGY
SOLUTIONS, LLC, upon the persons indicated below, via ECF and U.S. First-Class mail, which
service satisfies the requirements of the Commissions formal rules at 52 Pa. Code § 1.1:

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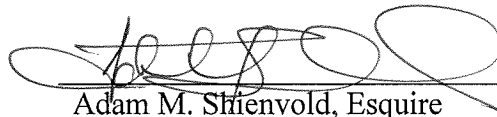
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