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April 2, 2007

07-372-EL-CSS

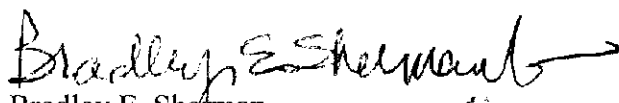
Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

RE: *Michael & Rhonda Francis v. Toledo Edison*

Dear Sirs:

Enclosed please find our formal Complaint to be filed. Please provide us with a case number and a time stamped copy of this complaint in the enclose envelope. Thank you.

Sincerely,


Bradley E. Sherman
Attorney at Law

BES/dkv

Enclosures

RECEIVED-DOCKETING DIV
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The Public Utilities
Commission of Ohio

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07-372-EL-CSS

Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

PUCO

Formal Complaint Form

Michael J. & Rhonda J. Francis
Customer Name

5848 Settlers Ridge Circle
Customer Address

Sylvania Ohio 43560
City State Zip

Against

Account Number

Customer Service Address (if different from above)

Toledo Edison
Utility Company Name

City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

Signature

Customer Telephone Number

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The Public Utilities Commission of Ohio
Bob Taft, Governor * Alan R. Schriber, Chairman
Commissioners: Ronda Hartman Fergus, Judy A. Jones, Donald L. Mason, Clarence D. Rogers, Jr.
180 E. Broad Street, Columbus, Ohio 43215-3793 * An Equal Opportunity Employer and Service Provider

COMPLAINT

Now come Plaintiffs, The Cincinnati Insurance Company and Michael J. and Rhonda J. Francis, by and through counsel, and for their Complaint against Defendant state as follows:

FIRST CLAIM FOR RELIEF

1. At all times relevant herein, The Cincinnati Insurance Company was and is a corporation licensed to do business in the state of Ohio.
2. At all times relevant herein, Plaintiffs Michael J. and Rhonda J. Francis were the owners of a property located at 1812 Hugo Street, Maumee, Ohio 45537 (hereinafter "Francis property"). The Francis property was utilized by Plaintiffs Michael J. and Rhonda J. Francis as rental property.
3. Prior to January 17, 2003, the electricity at the Francis property was registered in the name of the tenant of the property. The tenant vacated the Francis property and Toledo Edison was responsible to change the customer name on the account from the tenant's name to the owner's (Francis) name. Also, Toledo Edison was responsible to continue to provide electrical service to the Francis property without interruption. Instead, Toledo Edison shut off the electrical power without notifying Francis. Toledo Edison was negligent in shutting off the electrical supply and in failing to change the account to Francis' name.
4. As a result of the negligence of Toledo Edison, on or about January 17, 2003, Plaintiffs Michael J. and Rhonda J. Francis sustained damages to the Francis property when a water line froze and broke.

5. As a direct and proximate result of the negligence of Toledo Edison the Francis property was damaged and reduced in value in the amount of \$11,427.54.
6. At all times relevant herein, Cincinnati Insurance Company and Michael J. and Rhonda J. Francis had in full force and effect between them a policy of insurance, said policy being numbered RDP-7741152-P, which covered the aforesaid Francis property.
7. Pursuant to the terms of the aforesaid policy of insurance and directly and proximately due to the negligence of Toledo Edison, The Cincinnati Insurance Company paid to or on behalf of Michael J. and Rhonda J. Francis the sum of \$11,177.54 as a partial satisfaction for the damage and reduction in value to the aforesaid Francis property.
8. Pursuant to the terms of the aforesaid policy of insurance, Cincinnati Insurance Company has become subrogated to the claim of Michael J. and Rhonda J. Francis against Toledo Edison in the amount of \$11,177.54.
9. As a direct and proximate result of the negligence of Toledo Edison, The Cincinnati Insurance Company has sustained a pecuniary loss in the amount of \$11,177.54 as and for damages sustained to the Francis property.

SECOND CLAIM FOR RELIEF

10. Plaintiffs hereby incorporate paragraphs 1 through 9 of their Complaint as if fully rewritten herein.
11. Pursuant to the terms of the aforesaid policy of insurance and directly and proximate result of the negligence of Defendant Toledo Edison, The Cincinnati Insurance Company paid to or on behalf of Plaintiffs Michael J. and Rhonda J. Francis the sum of \$695.00 for lost rent incurred by Francis.

12. Pursuant to the terms of the aforesaid policy of insurance, The Cincinnati Insurance Company has become subrogated to the claim of Michael J. and Rhonda J. Francis against Toledo Edison, in the amount of \$695.00.
13. As a direct and proximate result of the negligence of Toledo Edison, The Cincinnati Insurance Company has sustained a pecuniary loss in the amount of \$695.00 for loss of rent incurred by Francis.

THIRD CLAIM FOR RELIEF

14. Plaintiffs hereby incorporate paragraphs 1 through 13 of their Complaint as if fully rewritten herein.
15. As a direct and proximate result of the negligence of Defendant Toledo Edison, Plaintiffs Michael J. and Rhonda J. Francis incurred unreimbursed damages in the amount of \$250.00 for their deductible with regard to the damage sustained at the Francis property.

WHEREFORE, Plaintiff, The Cincinnati Insurance Company, demands judgment against Defendant, Toledo Edison, in the amount of \$11,872.54, plus interest and costs incurred herein and Plaintiffs, Michael J. and Rhonda J. Francis, demand judgment against Defendant, Toledo Edison, in the amount of \$250.00 plus costs and interest incurred herein.

Respectfully submitted,



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