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August 23, 2006

*Via Facsimile at (614) 466-0313
and DHL Overnight Delivery*

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

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PUCO

**Re: *Miles Management Corp., et al. v. FirstEnergy Corporation, et al.*
*Public Utilities Commission of Ohio Case No. 05-803-EL-CSS***

Dear Sir/Madam:

Enclosed please find an original and ten copies of a Motion for Leave to File Third Amended Complaint, *Instanter*, in connection with the above-captioned matter.

Please file this with the Commission and return a date-stamped copy using the self-addressed, stamped envelope provided.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Aparesh Paul/mlp

Aparesh Paul

AP/mlp
Enclosures
cc w/encl.:

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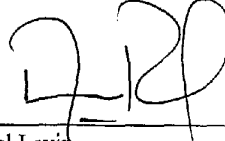
**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaints of S.G.)	
Foods, Inc., et al.; Miles Management Corp.,)	
et al., Allianz US Global Risk Insurance)	
Company, et al.; and BMW Pizza, Inc. and)	
DPNY, Inc. et al.,)	
)	
Complainants,	)	Case Nos. 04-28-EL-CSS
	)	<u>05-803-EL-CSS</u>
v.	)	05-1011-EL-CSS
	)	05-1012-EL-CSS
The Cleveland Electric Illuminating	)	05-1014-EL-CSS
Company, Ohio Edison Company, Toledo)	
Edison Company, and American)	
Transmission Systems, Inc.)	
)	
Respondents.)	

**MOTION FOR LEAVE TO FILE THIRD AMENDED
COMPLAINT, *INSTANTER***

Now come Complainants Miles Management Corp., Alok Bhaiji, M.D., Union House Bar & Restaurant and Regional Therapy, Inc. and request leave until August 23, 2006 to file their Third Amended Complaint, *Instanter*. Counsel for Complainants has informed the Attorney Examiner that Complainants did not receive notice of the Commission's most recent order requiring that Complainants file a Third Amended Complaint to avoid dismissal until two days prior to the date on which the Complaint was to be filed. As such, Complainants were unable to file timely their Third Amended Complaint and informed the Attorney Examiner of the same. As such, due to unintended delays in notice, Complainants respectfully request that the Commission grant them leave to file their Third Amended Complaint, *Instanter*.

Respectfully Submitted,



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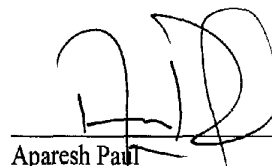
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THE PUBLIC UTILITIES COMMISSION OF OHIO

MILES MANAGEMENT CORP.)	
d/b/a Miles Supermarket)	
4127 East 131 st Street)	
Cleveland, Ohio 44105)	
)	
and	)	CASE NOS. 04-28-EL-CSS
	)	<u>05-803-EL-CSS</u>
ALOK BHAIJI, M.D., INC.	)	05-011-EL-CSS
13579 Ridge Road	)	05-1012-EL-CSS
North Royalton, Ohio 44133	)	05-1014-EL-CSS
)	
and)	
)	
UNION HOUSE BAR & RESTAURANT)	
c/o Suds, Inc.	)	THIRD AMENDED COMPLAINT
15911 Paulding Blvd.	)	OF COMPLAINANTS MILES
Brookpark, Ohio 44142	)	MANAGEMENT CORP., ALOK
	)	BHAIJI, M.D., INC., UNION HOUSE
and	)	BAR & RESTAURANT AND
	)	REGIONAL THERAPY, INC.
REGIONAL THERAPY, INC.)	
25100 Euclid Avenue, #112)	
Euclid, Ohio 44117)	
)	
Complainants,)	
)	
v.)	
)	
AMERICAN TRANSMISSION)	
SYSTEMS, INC.)	
c/o C. T. Corporation System)	
1300 East Ninth Street)	
Cleveland, Ohio 44114)	

and)
)
 CLEVELAND ELECTRIC ILLUMINATING)
 CO.)
 c/o Statutory Agent)
 CT Corp. System)
 1300 East 9th Street)
 Cleveland, Ohio 44114)
)
 and)
)
 CLEVELAND PUBLIC POWER)
 Public Utility Building)
 1201 Lakeside Avenue)
 Cleveland, Ohio 44114)
)
 Respondents.)

Complainants, Miles Management Corporation, Alok Bhaiji, M.D., Inc., Union House
 Bar & Restaurant, and Regional Therapy, Inc., (collectively "Complainants"), for their Third
 Amended Complaint state as follows:

PARTIES

1. At all relevant times, Complainants were and are duly organized business entities
 lawfully existing under the laws of the State of Ohio. Complainants have maintained their
 principal places of business in Cuyahoga County and elsewhere in the State of Ohio.
 Complainants were at the time of the August 14, 2003 blackout (the "Blackout"), and continue
 to be, Ohio customers and/or consumers of electricity and/or electrical power supplied by
 Defendants.

2. At all relevant times, Respondent American Transmission Systems, Inc. ("ATSI")
 was and is a corporation existing under the laws of the State of Ohio. ATSI is a wholly-owned

subsidiary of FirstEnergy. ATSI has provided goods and services to consumers in Cuyahoga County and elsewhere throughout the State of Ohio.

3. At all relevant times, Respondent Cleveland Electric Illuminating Co. ("CEI") was and is a corporation existing under the laws of the State of Ohio. CEI's principal place of business is in Cuyahoga County, Ohio. CEI has provided goods and services in Cuyahoga County and elsewhere throughout the State of Ohio.

4. At all relevant times, Respondent Cleveland Public Power ("CPP") was and is a municipal corporation existing under the laws of the state of Ohio. CPP's principal place of business is in Cuyahoga County, Ohio. CPP has provided goods and services in Cuyahoga County, Ohio.

BACKGROUND

5. These Respondents furnish electrical power and services to consumers in Ohio, several other mid-western and north-eastern states, and parts of Canada. Complainants Alok Bhajji, M.D., Inc., Regional Therapy, Inc., and Union House Bar & Restaurant received their electrical power and services from CEI. Miles Management Corp. received its electrical power and services from CPP. Their consumers, including Complainants, generally rely upon it to provide an adequate service of electricity consistent with representations that have been made in Respondents' promotions and advertising and the terms of the express and/or implied agreements they have entered as well as obligations pursuant to the Ohio Administrative Code and Ohio Revised Code, including, but not limited to, O.R.C. §4905.26.

6. On August 14, 2003, Respondents caused and/or permitted a substantial disruption of the power supply that was being furnished to Complainants; to wit, the Blackout.

The facts and circumstances surrounding the Blackout are more fully explained in the Interim Report that was released by the U.S.-Canada Power System Outage Task Force (hereinafter "Task Force") on November 13, 2003 (hereinafter the "Report"), a copy of which was previously submitted as an attachment to these Complainants' original, First and Second Amended Complaints. Complainants hereby adopt the facts, findings and conclusions stated therein by reference. Complainants incorporate as if fully restated herein the Report.

7. As stated more fully in the Report, Respondents were directly responsible for causing, exacerbating, and prolonging the power outage. The disruption never would have occurred, or at least would have been quickly contained, had Respondents abided by standard industry practices and their duties of care including, but not limited to, those imposed by this Commission and adopted by the Ohio General Assembly in Revised Code Chapter 4901, 4903, 4905, 4909, and 4933. Respondents were not only responsible for the initial power disruption, but also failed to properly respond to, control, and otherwise remedy the crisis.

8. Among other things, the Task Force specifically found that:

- a. The Blackout was initiated when three high-voltage transmission lines operated by various electric service providers short-circuited and went out of service when they came into contact with trees and were too close to the line;
- b. Various electrical service providers' control-room alarm system was not working properly and the control-room operators were unaware that it was not working properly;
- c. The control-room operators took no action which could have kept the problem from growing, and becoming too large to control; and
- d. The control-room operators did not inform neighboring utilities and reliability coordinators about the problem.

9. As a direct and proximate result of the power outage caused by Respondents' acts and/or omissions, whether violative of Ohio Revised Code provisions, negligent and/or reckless, Complainants suffered substantial losses. Upon reasonable belief, Complainants allege that these damages will be, to a certain extent, ongoing.

COUNT I
BREACH OF CONTRACT AND WARRANTY

10. Complainants hereby repeat and reallege the foregoing allegations of this pleading as if fully restated herein.

11. Prior to August 14, 2003, Respondents had expressly and/or implicitly warranted and agreed to provide Complainants with sufficient adequate and/or uninterrupted power in accordance with their needs. These agreements arose separate and apart from any rights or obligations imposed by any governmental law, regulation, or other authority directed to utilities.

12. At no time did Respondents warn Complainants that the service they had agreed to provide was subject to unannounced disruptions of a substantial period time.

13. Based upon Defendants' actions, warranties, and representations, Complainants reasonably expected to receive adequate, continuous and/or suitable electrical power sufficient to meet their needs. Under the circumstances, these assumptions were eminently reasonable.

14. At the time of the Blackout, Complainants had sufficiently performed their end of the agreement and were entitled to receive the uninterrupted and/or adequate power supply they had purchased.

15. In the manner aforementioned, Respondents unjustifiably and materially breached the express and/or implied warranties and/or agreements that they had entered with Complainants regarding the supply of electrical service to them.

16. As a direct and proximate result of Defendants' breach of the parties' express and/or implied warranties and agreements, Complainants have suffered substantial damages and losses which are expected, for the most part, to be ongoing.

COUNT II
REGULATORY VIOLATIONS

17. Complainants hereby repeat and reallege the foregoing allegations of this pleading as if fully restated herein.

18. At all relevant times, the regulatory and statutory duties, codified in Revised Code Chapter 4901, 4903, 4905, 4909, and 4933, required Respondents to exercise due care in arranging and providing for electrical services to be continuously, adequately and/or sufficiently furnished to Complainants .

19. Respondents knew, or reasonably should have known, that their customers relied upon their skill, knowledge, and expertise to ensure that this critical power was supplied.

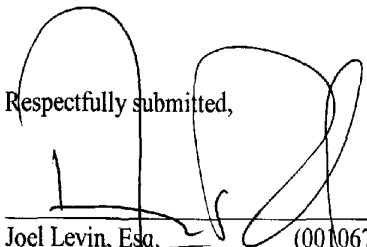
20. In the manner aforementioned, and through no fault of Complainants, Respondents failed to abide by the regulations, standards, laws, and other duties imposed upon them, numerous examples of which are detailed in the Report.

21. As a direct and proximate result of Respondents' failure to comply with their regulatory and statutory obligations imposed by this Commission and adopted by the Ohio

General Assembly in Revised Code Chapter 4901, 4903, 4905, 4909, and 4933, Complainants suffered substantial damages and losses, much of which is expected to be ongoing.

WHEREFORE, Complainants hereby request that this Commission find that there are reasonable grounds for this Complaint, conduct such evidentiary hearings as are necessary, find for Complainants and against Respondents on each and every count, authorize an award of treble damages under R.C. § 4905.61, and issue all other relief to which they are entitled and this agency is authorized to grant, including, but not limited to, legal fees and litigation expenses, pre-judgment interest, punitive damages, appropriate equitable and declaratory relief and costs of this action.

Respectfully submitted,



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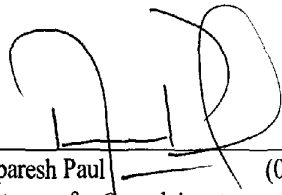
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