

SLOVER & LOFTUS

ATTORNEYS AT LAW

1224 SEVENTEENTH STREET, N.W.

WASHINGTON, D. C. 20036-3003

WILLIAM L. SLOVER
C. MICHAEL LOFTUS
DONALD G. AVERY
JOHN H. LE SEUR
KELVIN J. DOWD
ROBERT D. ROSENBERG
CHRISTOPHER A. M.
FRANK J. PERGOLIZZI
ANDREW B. KOLESAR III
PETER A. PFOHL
DANIEL M. JAFFE
KAREN HASSELL HERREN
KENDRA A. ERICSON

FEE RECEIVED

AUG 11 2003

**SURFACE
TRANSPORTATION BOARD**

208675
TELEPHONE:
(202) 347-7170

FAX:
(202) 347-3619

WRITER'S E-MAIL:

kjd@sloverandloftus.com

August 11, 2003

VIA HAND DELIVERY

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Room 711
Washington, DC 20423

FILED

AUG 11 2003

**SURFACE
TRANSPORTATION BOARD**



Re: Docket No. 41191 (Sub-No. 1), AEP Texas North Company
v. The Burlington Northern and Santa Fe Railway Company

Dear Secretary Williams:

Enclosed for filing in the referenced docket please find an original and ten copies of the Verified Complaint of the AEP Texas North Company. Also enclosed is a WordPerfect Diskette containing the Complaint, and a check in the amount of \$61,400.00 to cover the requisite filing fee.

The enclosed Complaint relates to and is referenced in the Notification of Compliance With Decision Served July 23, 2003 which also has been filed with the Board on this date in Docket No. 41191, *West Texas Utilities Company v. The Burlington Northern and Santa Fe Railway Company*.

In accordance with 49 C.F.R. Part 1111.3, the undersigned certifies that a copy of the Complaint has been served by facsimile on:

Mr. Jeffery Moreland
Executive Vice President - Law & Chief of Staff
The Burlington Northern And Santa Fe Railway Company
2650 Lou Menk Drive
Second Floor
P.O.B. 96157
Fort Worth, Texas 76161

Mr. Vernon Williams
August 11, 2003
Page 2

An additional copy of the Complaint also is enclosed. Kindly indicate receipt and filing of the Complaint by time-stamping this extra copy and returning it the bearer of this letter.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJ Dowd', with a stylized flourish at the end.

Kelvin J. Dowd
An Attorney for
AEP Texas North Company

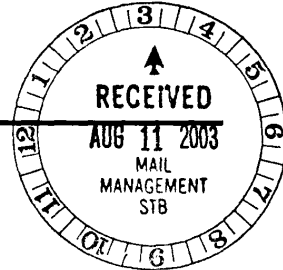
KJD:dmb

Enclosure

cc: David Cohen, Esq.

208675

BEFORE THE
SURFACE TRANSPORTATION BOARD



AEP TEXAS NORTH COMPANY

Complainant,

v.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

Defendant.

Docket No. 41191 (Sub-No.1)

FILED

AUG 11 2003

SURFACE
TRANSPORTATION BOARD

Amended Proceeding

AUG 11 2003

Part of
the Record

VERIFIED COMPLAINT

AEP TEXAS NORTH COMPANY
1 Riverside Plaza
Columbus, Ohio 43215

Timothy P. Stanley, Director
Transportation and Marketing
David Cohen, Senior Attorney
American Electric Power Company
1 Riverside Plaza
Columbus, Ohio 43215

William L. Slover
Kelvin J. Dowd
Christopher A. Mills
Slover & Loftus
1224 Seventeenth Street, N.W.
Washington, D.C. 20036

OF COUNSEL:

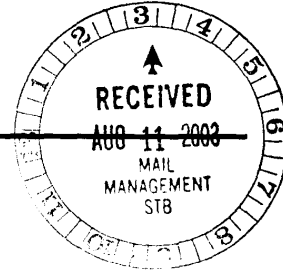
Slover & Loftus
1224 Seventeenth Street, N.W.
Washington, D.C. 20036

Dated: August 11, 2003

Attorneys & Practitioners

FEE RECEIVED
AUG 11 2003
SURFACE
TRANSPORTATION BOARD

**BEFORE THE
SURFACE TRANSPORTATION BOARD**



AEP TEXAS NORTH COMPANY
1 Riverside Plaza
Columbus, Ohio 43215,

Complainant,

v.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY
2500 Lou Menk Drive
Fort Worth, Texas 76131,

Defendant.

Docket No. 41191 (Sub-No.1)

VERIFIED COMPLAINT

COMES NOW, AEP Texas North Company ("AEP Texas") and files this Verified Complaint under 49 U.S.C. §§ 10701 and 11701, and applicable Board regulations thereunder, seeking the establishment of reasonable rates and other terms for the transportation of coal in unit trains from the origins in the Powder River Basin region of Wyoming served by Defendant, The Burlington Northern and Santa Fe Railway Company ("BNSF"), and described in Exhibit A hereto, to the Oklaunion Generating Station operated by AEP Texas near Vernon, Wilbarger County, Texas. In support thereof, AEP Texas shows as follows:

1. AEP Texas is Texas corporation with its principal office at 1 Riverside Plaza, Columbus, Ohio. In December, 2002, AEP Texas formally became successor-in-interest to West Texas Utilities Company ("WTU") as operator of the Oklaunion Generating Station. Approximately 3 million tons of bituminous steam coal (STCC No. 11-212-90) are consumed at Oklaunion each year, to generate electricity for residential and commercial consumers throughout Central and West Texas and parts of Oklahoma.

2. BNSF is a common and contract carrier by railroad engaged in the transportation of various commodities, including coal, in interstate and intrastate commerce throughout the United States. BNSF is subject to the provisions of the Revised Interstate Commerce Act, as modified by the ICC Termination Act of 1995 (49 U.S.C. § 10101, *et. seq.*), and to the jurisdiction of this Board with respect to its interstate rail transportation service.

3. All of the coal burned at Oklaunion is delivered by rail, which constitutes the only practicable method of transporting the coal volumes in question. BNSF is the only rail carrier that serves Oklaunion from mine origins in the Powder River Basin, and is the only carrier capable of delivering coal to Oklaunion.

4. Prior to the second quarter of 2000, most of the coal transported to and consumed at Oklaunion originated at the Rawhide Mine in Wyoming, and was transported by BNSF in contract and common carrier service. In May, 1996, upon

complaint filed by WTU and after a full evidentiary hearing, the Board found that the common carrier rate then being charged by BNSF for coal transportation to Oklaunion exceeded a lawful maximum, in violation of 49 U.S.C. §§ 10701 (d)(1) and 10702. Pursuant to 49 U.S.C. § 10704, the Board directed BNSF to establish and maintain rates for shipments from Rawhide to Oklaunion no higher than 180% of the carrier's variable cost of service. *West Texas Utilities Co. v. Burlington Northern R.R. Co.*, 1 S.T.B. 638 (1996), *aff'd sub nom. Burlington N. R.R. Co. v. STB*, 114 F. 3d 206 (D.C. Cir. 1997). At the time of the Board's 1996 Decision, 180% of BNSF's variable costs equaled a rate of \$13.68 per ton.

5. On July 2, 1996, BNSF established a rate of \$13.68 per ton for application to coal shipments from Rawhide to Oklaunion, in compliance with the Board's order. On December 9, 1996, in response to WTU's request, BNSF established the same \$13.68 per ton rate for application to coal shipments from other BNSF served mines in Campbell and Converse Counties, Wyoming to Oklaunion. *See Exhibit A.*

6. By the Summer of 2000, all of the sub-bituminous coal used at Oklaunion originated at Powder River Basin mines other than Rawhide. On or about June 16, 2000, BNSF announced its intent to establish a rate higher than \$13.68 per ton for Wyoming coal shipments to Oklaunion. The rate that BNSF initially intended to establish was \$15.78 per ton, subject to subsequent increases. Over WTU's protest, the Board allowed the higher non-Rawhide rate to go into effect, subject to WTU's right to

challenge the reasonableness of such rate. *See Docket No. 41191*, Decision served November 7, 2000. *See Exhibit B* hereto.

7. Soon after the Board's November, 2000 Decision, negotiations commenced between the parties over a number of commercial matters, including the rates for coal transportation to Okaunion. By agreement, during the pendency of those negotiations AEP Texas continued to pay \$13.68 per ton for coal transportation from all Powder River Basin origins to Oklaunion. In reliance on the negotiations, the parties deferred proceedings respecting the reasonableness of the BNSF common carrier rates for shipments from the non-Rawhide origins that were the subject of the Board's November, 2000 Decision.

8. Negotiations between the parties concerning rates and service terms for coal transportation service to Oklaunion ultimately failed. In the first quarter of 2003, BNSF again acted to collect charges for service from origins other than Rawhide based on rates higher than \$13.68 per ton. As of the date of this Complaint, the rate at which BNSF holds itself out to provide common carrier coal transportation service from Wyoming Powder River Basin origins to Oklaunion is \$18.04 per ton. *See Exhibit C* hereto.

9. The \$18.04 per ton rate established by BNSF for shipments from Wyoming origins to Oklahoma exceeds 180 percent of BNSF's variable service costs. Therefore, the Board has jurisdiction over the subject rate pursuant to 49 U.S.C. § 10707 (d)(1)(A) and regulations promulgated thereunder.

10. BNSF enjoys market dominance over the transportation of coal from all BNSF-served mines in Wyoming to Oklahoma, as defined in 49 U.S.C. § 10707 (a).

11. The rate that BNSF currently holds out for common carrier unit train coal transportation service from mines in Campbell and Converse Counties, Wyoming to the Oklahoma Generating Station is unreasonably high, in violation of 49 U.S.C. §§ 10701 (d)(1) and 10702.

12. AEP Texas expects that many of the issues raised by its Complaint will be in common with those addressed in unit train coal rate cases generally. Therefore, the reasonableness of the subject rate should be adjudicated using the Constrained Market Pricing (CMP) model adopted in *Coal Rate Guidelines -- Nationwide*, 1 I.C.C. 2d 520 (1985), *aff'd. sub nom., Consolidated Rail Corp. v. United States*, 812 F. 2d 1444 (3d Cir. 1987), as further refined, interpreted and applied in subsequent decisions by the Board and its predecessor in individual coal rate cases.

13. The rate demanded by BNSF represents an increase of \$4.37 per ton, or 32%, over the maximum rate originally prescribed in *Docket No. 41191* and paid by AEP Texas with BNSF's concurrence for shipments from non-Rawhide origins to

Oklahoma through the first quarter of 2003. Over the same time period, however, BNSF's costs of providing service to Oklahoma have changed little, or have declined. Because the challenged rate is so high, and because inclusion of such a rate in the CMP analysis as applied by the Board in recent cases would bias the result unfairly in BNSF's favor, AEP Texas hereby provides notice to the Board and BNSF that AEP Texas will be seeking a modification of or an alternative to use of the percentage reduction methodology of allocating relief under CMP.

14. The reasonableness of the rates that are the subject of this Complaint was a matter over which the Board first assumed jurisdiction in the November, 2000 Decision in *Docket No. 41191*. Subsequently, AEP Texas acted in reliance on the fact that the reasonableness of the rates already was the subject of a pending proceeding, a fact which was not disputed by BNSF. The filing of this Complaint was necessitated by the Board's July 23, 2003 Decision in *Docket No. 41191*, which clarified for the first time that a new Complaint was required if AEP Texas was to have a full hearing on the reasonableness of the subject rates based on current facts, legal standards and Board interpretations of the *Coal Rate Guidelines*. Under these circumstances, 49 U.S.C. § 11705 (c) does not preclude AEP Texas from seeking reparations for any and all unlawful charges paid under the challenged rates from and after June 16, 2000.

15. Neither this proceeding nor the granting of the relief requested will constitute a major federal action significantly affecting the quality of the human environment or the conservation of energy resources.

WHEREFORE, Complainant AEP Texas prays that Defendant BNSF be required to answer the charges herein; that this Complaint be assigned for hearing under the Modified Procedure as revised by the Board's April 3, 2003 Decision in Ex Parte No. 638, *Procedures to Expedite Resolution of Rail Rate Challenges to be Considered Under the Stand-Alone Cost Methodology*; and that after due hearing and investigation, the Board: (1) finds that the common carrier rate established by BNSF for application to the transportation of AEP Texas' coal purchases in unit trains from Wyoming Powder River Basin mines to Oklahoma is unreasonably high; (2) issues an order or orders pursuant to 49 U.S.C. §§ 10704 (a) (1) and 11701 (a) prescribing the maximum rate that BNSF may charge for the aforescribed transportation; (3) awards AEP Texas reparations for all unlawful charges assessed by BNSF, to the fullest extent allowed under applicable law; (4) awards interest on such reparations at a rate sufficient to make AEP Texas whole for the lost value of all overcharges; (5) orders BNSF to reimburse AEP Texas the \$61,400.00 fee required for the filing of this Complaint; and (6) grants such other and further relief as the Board may deem proper under the circumstances.

Respectfully submitted,

AEP TEXAS NORTH COMPANY
1 Riverside Plaza
Columbus, OH 43215

By: Timothy P. Stanley, Director
Transportation and Marketing
David M. Cohen, Senior Counsel
155 West Nationwide Boulevard
Suite 500
Columbus, OH 43215

OF COUNSEL:

Slover & Loftus
1224 Seventeenth Street, N.W.
Washington, D.C. 20036

Dated: August 11, 2003

William L. Slover
Kelvin J. Dowd
Christopher A. Mills
Frank J. Pergolizzi
Slover & Loftus
1224 Seventeenth Street, N.W.
Washington, D.C. 20036



Attorneys & Practitioners

BNSF

SAM M. SHALAM
 Assistant Vice President - East
 Coal Marketing Business Unit

Burlington Northern Santa Fe

2650 Lou Menk Drive
 Fort Worth, Texas 76131-2830
 (817) 352-6253 - Telephone
 (817) 352-7939 - Fax

EXHIBIT A

F-10 WTU

VIA FAX (214) 777-2212 AND
 CERTIFIED MAIL NO. Z 378 094 208
 RETURN RECEIPT REQUESTED

December 9, 1996

Ms. Marguerite Mills
 Director, Solid Fuels
 Central and South West Services Inc.
 1616 Woodall Rodgers Freeway
 Dallas, TX 75202

Dear Ms. Mills:

The May 3, 1996, decision of the Surface Transportation Board in West Texas Utilities Company v. Burlington Northern Railroad Company ordered BN to "establish and maintain rates" for the traffic at issue in that proceeding. As you may be aware, BN disagrees with the Board's decision in several respects, and we are pursuing and will continue to pursue various remedies to correct the decision. In the interim, however, we are compelled to comply with the Board's decision as modified by its order of June 25, 1996. Accordingly, on July 2, 1996, BN established a rate for service to Oklahoma consistent with the Board's decision. BN subsequently agreed to modify the terms of service set forth in the July 2 letter. This letter reflects the modified terms of service without prejudice to our prerogative to modify those terms in the future. These rates and terms of service are established pursuant to 49 U.S.C. § 11101 and 49 C.F.R. Part 1300.

Origins: The rate applies to service from all coal mines in Campbell and Converse Counties, WY that are directly accessible to BN and are located on the rail line between Buckskin Junction and Converse Junction, WY, inclusive.

Route: These rates apply to BN service from the Origins to the Oklahoma Power Station near Vernon, TX.

Car Supply: BN will provide trainsets of up to 115 cars, 100 tons loading capacity. In general, trainsets will be aluminum; however, BN may substitute steel equipment when it deems necessary or appropriate, in its sole discretion. WTU shall be liable for all damage to or destruction of BN-supplied equipment caused by the acts of WTU, its agents, or the operator of the Origin mine or occurring while such equipment is in the control or possession of WTU, its agents, or the operator of the Origin mine. In the case of damaged equipment, WTU shall pay for repairs at a

facility designated by BN, including the cost of transporting the damaged equipment to the facility. In the case of destroyed equipment, WTU shall pay BN the settlement value of the equipment as established in the Field Manual and Office Manual of the Association of American Railroads Interchange Rules, as amended from time to time.

Train Weight: Weights will be ascertained at origin by WTU, its agent, or the mine operator. BN shall have the rights to inspection and certification of the origin scales. So long as BN provides trainsets of at least 115 cars, each train shall be loaded to a minimum weight of 11,500 tons. In cases where BN provides trainsets of fewer than 115 cars for loading, the minimum train weight shall be 100 tons multiplied by the number of cars provided. The rates for each shipment shall be based on the greater of (1) the minimum train weight, or (2) the actual train weight.

Loading: WTU or its agent shall be responsible for the provision of appropriate loading facilities. All loaded cars in each shipment shall be tendered to BN for movement to destination within three (3) hours after actual placement of the train. Actual placement is made when the train arrives at the designated notification point at the mine and the train crew requests instructions. WTU shall pay a charge of \$373 for each hour or fraction of an hour that a train is delayed in excess of the free time. If actual placement is prevented due to any cause attributable to WTU, its agents, or the mine operator, BN may constructively place the train at any available hold point. The free time for loading shall begin when BN notifies WTU, its agents, or the mine operator that the train has arrived at the hold point and shall end when the train is actually placed.

Unloading: WTU or its agent shall be responsible for the provision of appropriate unloading facilities. Six (6) hours free time shall be allowed for unloading of all cars in each train, computed from the time of actual or constructive placement of the train. Actual placement is made when the train arrives at the designated notification point at the unloading facility and the train crew requests instructions. WTU shall pay a charge of \$373 for each hour or fraction of an hour that a train is delayed in excess of the free time. If actual placement is prevented due to any cause attributable to WTU or its agents, BN may constructively place the train at any available hold point. The free time for loading shall begin when BN notifies WTU or its agents that the train has arrived at the hold point and shall end when the train is actually placed.

Accessorial Services: Accessorial services and charges therefor shall be as described in BN Tariff 6041 or successors thereto, except that no change in destination shall be permitted.

Rate: \$13.68 per net ton.

Application of Rate: The rate is applicable to an individual annual minimum volume of 2,500,000 tons, and a five-year average annual minimum of 3,000,000 tons. On or before January 31, 1998, and January 31 of each calendar year thereafter, WTU shall certify to BN the number of tons shipped during the prior year. Also, on or before January 31, 2002, and January 31 of each calendar year thereafter, WTU shall certify to BN the total number of tons shipped during the prior five (5) years and the average number of tons shipped each year. If (i) the number of tons so certified for any individual calendar year is fewer than 2,500,000, or (ii) the average annual number of tons certified for any five (5) calendar year period is fewer than 3,000,000, and the

same is not excused by Railroad or Utility Disability, then WTU shall pay liquidated damages of \$6.08 per net ton for each ton fewer than 2,500,000 transported during such year, and/or each ton by which a five-year annual average is less than 3,000,000, as the case may be. For purposes of computing liquidated damages with respect to the five-year average, each ton for which liquidated damages were paid or are to be paid as a result of an annual shortfall below 2,500,000 tons, shall be deemed a ton shipped.

Railroad Disability: The individual minimum, annual volume for a calendar year, and the average annual minimum volume for a five-year period, shall be reduced by the number of tons tendered by WTU for delivery but not delivered by BN due to a Railroad Disability. Railroad Disability shall include events beyond BN's control that prevent the transportation of coal, including but not limited to Acts of God, labor disturbances, failures of railroad equipment or facilities, unusual snow accumulations, restraint by court, military or public authorities, embargoes, abandonments, or shortages of diesel fuel or railroad equipment.

Utility Disability: The individual minimum annual volume for a calendar year, and the average annual minimum volume for a five-year period, shall be reduced by 1/365th for each 24 continuous hours during which a disability exists. Utility Disability shall include events beyond WTU's control that prevent the loading, unloading or use of coal by WTU, its agents, or the mine operator for a period of at least twenty-four (24) consecutive hours, including but not limited to Acts of God, labor disturbances, mechanical failures or breakdowns of equipment, fire, explosion, unusual snow accumulations, restraint by court, military or public authorities, or a mechanical failure or breakdown of equipment that results in a reduction in the amount of electricity that can be generated at the Oklaunion Station (i.e., a partial outage) that continues for a period of at least seventy-two (72) consecutive hours; provided, however, that events that prevent loading or unloading of coal but do not prevent use of coal for generation of electricity shall only provide a basis for reduction of tons to be tendered during an annual period or five-year period to the extent that such tons can not be reasonably and practicably made up through additional tenders during such annual period or five-year period. Utility Disability shall not include any change in demand or projected demand for electrical power or generating facilities, whether foreseeable or not.

BN will implement the services as set forth above as of the date of this letter. If you have any questions, please let me know.

Sincerely,

Sami M. Shalal /ms

cc: Mr. Gerald L. Lybarger
Manager, Coal - C&SW

Mr. L. C. Meyns

BNSF



SAMI M. SHALAH
Vice President
Coal

The Burlington Northern
and Santa Fe Railway Company

P.O. Box 961051
Fort Worth, TX 76161-0051

2650 Lou Menk Drive, 2nd Floor
Fort Worth, TX 76131
817-352-6253
Fax 817-352-7939
E-mail samu.shalah@bnsf.com

June 16, 2000

Ms. Marguerite Mills, Director, Solid Fuels
Central and South West Services, Inc.
1616 Woodall Rodgers Freeway
Dallas, TX 75202

Dear Ms. Mills:

Pursuant to 49 U.S.C. § 11101(c), The Burlington Northern and Santa Fe Railway Company hereby provides notice that as of twenty days from the above date, the common carrier rate for transportation of coal from the Buckskin mine near Buckskin Junction, WY and other Powder River Basin coal origins in Wyoming to West Texas Utilities' Oklaunion power station near Vernon, TX, will increase from the current rate of \$13.68 per ton to \$15.78 per ton. Service terms for this common carrier transportation will remain as set forth in my letter to you dated December 9, 1996.

In its May 3rd, 1996 decision in Docket No. 41191, the Surface Transportation Board ordered BNSF to establish a rate for movements from Rawhide, WY to WTU's Oklaunion power station at 180% of the variable costs for the movement, because the SAC maximum rate for 1995 was below the jurisdictional threshold. The Board further found that the variable costs for the movement for the fourth quarter 1995 were \$7.60 per ton. The Board stated that its analysis and rate relief applied only to the Rawhide origin. Accordingly, on July 2, 1996, BNSF established a rate of \$13.68 per ton for movements from Rawhide, WY to the Oklaunion station. In my December 9 letter to you, BNSF subsequently agreed to extend that rate to service for WTU from all coal mines in Campbell and Converse Counties, WY that are directly accessible to BNSF and are located on the rail line between Buckskin Junction and Converse Junction, WY, inclusive. BNSF has maintained that rate without change since 1996.

Although the rate prescription technically applies only to movements from the Rawhide origin, BNSF has been, and continues to be, willing to apply the Board's SAC determinations in Docket No. 41191 to movements from other origins, including Buckskin. The Board found that the SAC maximum rates in the early years were lower than the jurisdictional threshold. However, the SAC maximum rates determined by the Board for subsequent years have increased, as shown in the Board staff's electronic workpapers (Table L) in Docket No. 41191. Because the SAC maximum rates have increased at a faster pace than variable costs, the SAC maximum rate now exceeds 180 percent of variable costs. Therefore, consistent with the results of the Board's SAC analysis in Docket No. 41191, BNSF has decided to increase the rate up to the level of the SAC maximum for 2000 set out in Table L - i.e., \$15.78.

Ms. Marguerite Mills
June 16, 2000
Page 2

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Sami M. Shalah". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sami M. Shalah

cc: Larry Meyne



Larry C. Meyne
Director
Coal Marketing

Burlington Northern Santa Fe
P. O. Box 961051
2650 Lou Menk Drive, 2nd Floor
Fort Worth, TX 76131-2830
Phone (817) 867-6244
Fax (817) 352-7939

EXHIBIT C

Via Overnight Mail

April 23, 2003

Mr. Timothy P. Stanley
Manager Transportation & Marketing
American Electric Power Service Corporation
Fuel Supply Department
155 West Nationwide Blvd.
Columbus, OH 43215

Dear Mr. Stanley:

Pursuant to 49 U.S.C. § 11101(c), The Burlington Northern and Santa Fe Railway Company hereby provides notice that as of twenty days from the above date, the common carrier rate for transportation of coal from the Powder River Basin coal origins in Wyoming not covered by the STB rate prescription to West Texas Utilities' Oklaunion power station near Vernon, TX, will increase from the current rate of \$17.25 per ton to \$18.04 per ton. Service terms for this common carrier transportation will remain as set forth in Mr. Sami Shalah's letter to Ms. Marguerite Mills dated December 9, 1996.

If you have any questions, please feel free to contact me.

Sincerely,

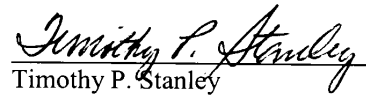
Cc: Sami M. Shalah
Rick Weicher
Mike Roper

TOTAL P.01

VERIFICATION

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

Timothy P. Stanley, being duly sworn, deposes and says that he has read the foregoing Verified Complaint, knows the contents thereof, and that the same are true as stated to the best of his knowledge, information and belief.


Timothy P. Stanley

Sworn to and subscribed before me
this 6th Day of August, 2003.


Notary Public for the State of Ohio

DAVID M. COHEN
NOTARY PUBLIC, STATE OF OHIO
LIFETIME COMMISSION

My Commission Expires _____