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ILLINOIS COMMERCE COMMISSION
STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
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Geraldine S. Page)
-vs.-)
Commonwealth Edison)
Complaint as to being charged compounded)
late fees until July 2004, in Chicago, Illinois)

CHIEF CLERK'S OFFICE

04-0611

Reply Brief to Administrative Hearing

Now comes Complainant, Geraldine S. Page, representing herself, files this Reply Brief, in the above-captioned proceeding.

Complainant maintains that Com Ed has been over-charging her with compound late fees. Com Ed states that the late fees that shows on complainant's bills reflects the cumulative total late fees; however, Com Ed is suppose to only charge their customers a late fee of 1.5% on the past due amount, according to Section 280.90. For example: Respondant's exhibit #2 shows that for the billing period 04-28-04 to 05-28-04, the usage for that month was \$43.52 with a late fee of \$3.95 and a previous balance of \$353.91. However, Complainant's bill as evidence with an issue date of May 28, 2004 (the same period) shows usage of \$43.52 with a late fee of \$30.29 and a past due (previous balance) of \$296.54 on the account summary Complainant submitted as evidence.

The following month (06-28-04), Complainant's late fee was \$34.24. Once you subtract last month's late fee amount from the current late fee amount, the difference is \$3.95, which appears on Respondant's exhibit 2; but this amount shows on the account summary, and is not reflected on the bill. What appears on the bill is \$30.29, an amount ten times more than what ICC rules regulates, so there does appear to be an overcharge. Also, the late fee of \$3.95 appears internally within Com Ed's financial structure, but what does appears on the customer's bill is what the customer sees, and is lead to believe they have to pay. This also demonstrates that Com Ed is actually billing a late fee twice--as in the example above, the \$3.95 represents the current late fee amount for that billing period and the \$30.29 are the accumulated late fees which become included in the bill.

Com Ed also submitted doctored evidence as exhibits, referring to exhibit #2. The "Previous Balance" column does not reflect the amounts on the account summary submitted as evidence by Complainant which shows different amounts. The billing period discussed in this brief (billing period 04-28-04 to 05-28-04) shows a previous balance of \$353.91 according to the Respondant's exhibit #2; however, on the account summary submitted by Complainant which was given to Complainant by Com Ed shows a past due (Balance Forward) of \$296.54. If you subtract those two amounts, the difference is \$57.37. Between the inflated late fees and the discrepancies regarding past due amounts, this particular month alone shows an overage of \$87.66. This is the pattern of Com Ed and it shows in all the billings that were submitted.

The consumer is responsible for their bill. But Com Ed is responsible to accurately present to its customer their bills so they may easily understand them and to bill them fairly. Com Ed is responsible for accurate financial accounting and adhering to ICC rules, but not so in this case. To know that a customer's late fee is \$3.95 for a particular month, then knowingly charge them \$30.26 represents usury, which is against the law and is unjust enrichment. Com Ed is supposed to calculate rates of interest at simple interest, not compound interest. Furthermore, it is unnerving to see that what is on your bill doesn't reflect internal accounting which sends out a red flag that something is not right.

In addition, Respondant's exhibit #2 account summary DOES NOT reflect the account summary submitted by Complainant's as evidence, especially the previous balances and total amount due columns; and too, there are late fee charges that were supposed to be waived and do not appear on Respondant's exhibit #2, but shows on the Complainant's bill (Issue date of Jan 30, 2004, \$61.60), and there are three late fee charges on Complainant's bill for \$61.60 with no difference in increments (Issue dates 12-30-03; 01-30-04; 03-01-04).

In light of this evidence, Complainant seeks to have her account recalculated and to be refunded all monies in overcharges in billing and late fees, and damages if allowable from the beginning of her tenancy to the date of the complaint. And it must be stated again, Com Ed's billing in this regard is targeted at low income people who carry a high balance and do not pay by the due date.

Respectfully submitted,

Geraldine S. Page

Geraldine S. Page

August 10, 2005

Date

CHARGE TYPE	BILLING PERIOD	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	CHANGES DUE DATE	KMH
08/01/2003 Late Payment Charge	07/30/03 TO 08/28/03	\$6.97		\$6.97			
08/28/2003 ELECTRIC SERVICE		\$55.15		\$55.15			
08/28/2003 Regular Bill							
09/03/2003 Late Payment Charge	08/28/03 TO 09/26/03	\$7.72		\$7.72			
09/26/2003 ELECTRIC SERVICE		\$50.19		\$50.19			
09/26/2003 Regular Bill							
09/30/2003 Late Payment Charge	09/26/03 TO 10/27/03	\$8.65		\$8.65			
10/27/2003 ELECTRIC SERVICE		\$87.18		\$87.18			
10/27/2003 Regular Bill							
10/31/2003 Late Payment Charge	10/27/03 TO 11/25/03	\$9.51		\$9.51			
11/03/2003 Deposit Interest			\$6.17				
11/13/2003 Payment			\$205.00				
11/25/2003 ELECTRIC SERVICE		\$60.94		\$60.94			
11/25/2003 Regular Bill							
12/02/2003 Late Payment Charge	11/25/03 TO 12/30/03	\$7.79		\$7.79			
12/30/2003 ELECTRIC SERVICE		\$81.50		\$81.50			
12/30/2003 Late Payment Charge	12/30/03 TO 01/30/04	\$8.84		\$8.84			
01/30/2004 Regular Bill							
03/01/2004 ELECTRIC SERVICE		\$45.51		\$45.51			
03/01/2004 Regular Bill							
03/05/2004 Late Payment Charge	01/30/04 TO 03/01/04	\$88.92		\$88.92			
03/30/2004 ELECTRIC SERVICE		\$9.52		\$9.52			
03/30/2004 Regular Bill							
03/31/2004 Payment Agreement	03/01/04 TO 03/30/04	\$62.87		\$62.87			
03/31/2004 DEFERRED PAYMENT AGREEMENT							
04/14/2004 Finance Charge		\$89.46		\$89.46			
04/14/2004 Reinstate AR from DPA- CT		\$80.64	\$80.64	\$0.00			
04/14/2004 Reinstate AR from DPA- DB		\$80.64	\$894.61	\$894.61			
04/14/2004 Paid In Advance		\$805.15		\$805.15			
04/28/2004 Bill Out DPA due to Default		\$57.37		\$57.37			
04/28/2004 ELECTRIC SERVICE	03/30/04 TO 04/28/04	\$11.93		\$11.93			
05/04/2004 Regular Bill							
05/10/2004 Late Payment Charge							
05/12/2004 Payment			\$310.00				
05/28/2004 ELECTRIC SERVICE	04/28/04 TO 05/28/04	\$43.52	\$300.00	\$397.43			
05/28/2004 Regular Bill							
06/02/2004 Late Payment Charge		\$3.95		\$3.95			
06/28/2004 ELECTRIC SERVICE	05/28/04 TO 06/28/04	\$59.87		\$59.87			
06/28/2004 Regular Bill							
07/06/2004 Late Payment Charge		\$4.78		\$4.78			
07/14/2004 Deposit			\$171.77				
07/29/2004 Late Payment Charge	06/28/04 TO 07/29/04	\$72.51	\$115.15	\$187.66			
07/29/2004 Regular Bill							
08/02/2004 Late Payment Charge		\$2.69		\$2.69			
08/23/2004 Late Payment Charge		\$3.78		\$3.78			
08/26/2004 ELECTRIC SERVICE	07/29/04 TO 08/26/04	\$67.95		\$67.95			
08/26/2004 Regular Bill							

62.12 (42.96)

CHANGES DUE DATE

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CHARGE TYPE	BILLING PERIOD	CHARGE AMOUNT	CREDIT AMOUNT	TOTAL BILL	BALANCE FORWARD	DUE DATE	KWH
Reinstate AR from DPA- 04/14/2004							
Reinstate AR from DPA- 04/14/2004							
Paid In Advance 04/14/2004		\$894.61	\$894.61				
Bill Out DPA due to Default 04/28/2004		\$80.64					
ELECTRIC SERVICE 04/28/2004	03/30/04 TO 04/28/04	\$805.15					
Regular Bill 05/04/2004		\$57.37					
Late Payment Charge 05/10/2004		\$11.93					
Payment 05/12/2004			\$310.00				
ELECTRIC SERVICE 05/28/2004	04/28/04 TO 05/28/04	\$43.52	\$300.00				
Regular Bill 06/02/2004		\$3.95					
Late Payment Charge 06/28/2004	05/28/04 TO 06/28/04	\$59.87					
Regular Bill 07/06/2004		\$4.78					
Late Payment Charge 07/14/2004							
Deposit PAYMENT 07/14/2004			\$172.77				
Late Payment Charge 07/29/2004	06/28/04 TO 07/29/04	\$72.51	\$115.15				
ELECTRIC SERVICE 07/29/2004							
Regular Bill 08/02/2004		\$2.69					
Late Payment Charge 08/23/2004	07/29/04 TO 08/26/04	\$53.78					
ELECTRIC SERVICE 08/26/2004		\$67.95					
Regular Bill 09/20/2004	08/26/04 TO 09/27/04	\$4.90					
Late Payment Charge 09/27/2004		\$56.56					
ELECTRIC SERVICE 10/20/2004							
Regular Bill 10/26/2004	09/27/04 TO 10/26/04	\$5.82					
Late Payment Charge 10/26/2004		\$56.07					
Regular Bill 11/18/2004	10/26/04 TO 11/29/04	\$6.74					
Late Payment Charge 11/29/2004		\$80.32					
ELECTRIC SERVICE 12/20/2004							
LIHRAP Pending Payment 12/22/2004		\$8.04					
Late Payment Charge 12/30/2004	11/29/04 TO 12/30/04	\$81.56					
ELECTRIC SERVICE 12/30/2004							
Regular Bill							

what is this

MY THE
Said to be late
payment
charge

S.S. No
11/29/04
12/30/04
12/30/04

Does not appear until February's bill

Handwritten annotations and calculations:

- 07/29/04 TO 08/26/04: \$2.69 + \$53.78 + \$67.95 = \$124.42
- 08/26/04 TO 09/27/04: \$4.90 + \$56.56 = \$61.46
- 09/27/04 TO 10/26/04: \$5.82 + \$56.07 = \$61.89
- 10/26/04 TO 11/29/04: \$6.74 + \$80.32 = \$87.06
- 11/29/04 TO 12/30/04: \$8.04 + \$81.56 = \$89.60
- 04/28/04 TO 05/28/04: \$43.52 + \$310.00 = \$353.52
- 05/28/04 TO 06/28/04: \$3.95 + \$59.87 = \$63.82
- 06/28/04 TO 07/29/04: \$4.78 + \$72.51 = \$77.29
- 08/26/04 TO 09/27/04: \$4.90 + \$56.56 = \$61.46
- 09/27/04 TO 10/26/04: \$5.82 + \$56.07 = \$61.89
- 10/26/04 TO 11/29/04: \$6.74 + \$80.32 = \$87.06
- 11/29/04 TO 12/30/04: \$8.04 + \$81.56 = \$89.60

Final totals and balances:

- TOTAL BILL: \$461.25
- BALANCE FORWARD: \$119.24
- DUE DATE: 08/20/04
- KWH: 656