

**FOR THE
ILLINOIS COMMERCE COMMISSION**

FILED
2006 JUN 22 A 11:03 *ms*
CLERK OF CIRCUIT COURT

**American Cleaners & Laundromat,
Plaintiff** §

v. § **Cause Number: 2006-0362**

**Utility Resource Solutions, L.P.,
Respondent** §

§

AFFIDAVIT OF BRANDI DAY

Before me, the undersigned notary, on this day personally appeared Brandi Day, a person whose identity is known to me. After I administered an oath to her, upon her oath she said:

1. My name is Brandi Day. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

3. I am an employee of Utility Resource Solutions, L.P. I have been employed with Utility Resource Solutions, L.P. for two and a half years. I was an employee on May 24, 2005. Within the scope of my employment are the duties to discuss contractual relationships with potential customers and existing customers. I also have access to and often maintain Utilisense, a program that keeps an electronic log of all customer complaints that are handled through Utility Resource Solutions, L.P.'s customer service department.

2. On May 24, 2005, American Cleaners & Laundromat was telephoned by Utility Resource Solutions L.P., (hereafter, U.R.S.) regarding American Cleaners & Laundromat's need for gas services. As per the recorded telephone conversation, Plaintiff asked for a fixed-rate contract. Plaintiff was informed by sales representatives at U.R.S. that U.R.S. was no longer offering a fixed-rate program. The only contract available was one for a variable rate. Plaintiff verbally agreed to the variable-rate contract via third-party verification recording.

3. A week prior to the sale of gas services to Plaintiff, U.R.S. had offered a program that offered a fixed-rate for the winter months of October through April. The fixed rate was .895 cents per therm. There was, under this contract, to be variable rates during the summer months. This contract was no longer available on the date-of-sale to the Plaintiff.

4. On May 25, 2005, the enrollment of Plaintiff as a variable-rate customer was submitted to Nicor. On May 27, 2005, the enrollment of American Cleaners & Laundromat was accepted by Nicor under the variable-rate terms. A welcome letter was sent to the customer. The welcome letter stated that "included with this letter is a copy of the product terms and conditions for your records." The copy of the terms and conditions is supposed to be solely for the customer's own records. Due to clerical error, the wrong terms and conditions sheet was sent to Plaintiff. However, the sheet, once again, was solely for the Plaintiff's own records and in no way stated that it was a modification of the oral contract between Plaintiff and U.R.S. or an offer to amend such contract.

5. To the best of my knowledge, U.R.S. gained no extra commission or a longer contract term from the alleged modification of the oral contract. There was no monetary or other compensation given or solicited to U.R.S. for this modification.

Brandi E. Day
Brandi Day

Subscribed and sworn to before me on this 21 day of JUNE, 2006

Cynthia Smith

Notary

