

**OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION**

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**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

APR 13 10 08 AM '00

Elena Shur,)
)
Complainant,)
)
vs.)
)
Commonwealth Edison Company,)
)
Respondent.)
)
Complaint as to wrongful billing, delayed and)
cumulative bills and unprofessionalism in)
Skokie, Illinois.)

CHIEF CLERK'S OFFICE

No. 00-0016

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between the parties:

1. That Elena Shur ("Complainant") and COMMONWEALTH EDISON COMPANY ("Respondent") have reached a settlement of Complainant's Complaint filed with the Illinois Commerce Commission in this matter with respect to billings at Complainant's service address in Skokie, Illinois, and
2. That Complainant desires to dismiss her Complaint that was filed with the Illinois Commerce Commission, No. 00-0016, with prejudice, and that Respondent does not object to the dismissal of such Complaint.

ELENA SHUR

COMMONWEALTH EDISON COMPANY

By: Elena Shur

By: Cynthia A. Fonner

Cynthia A. Fonner
HOPKINS & SUTTER
Three First National Plaza
Suite 4100
Chicago, Illinois 60602
(312) 558-6747

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Ms. Elena E. Shur ("Shur") a/k/a Yelena Shurova alleges that COMMONWEALTH EDISON COMPANY ("ComEd") wrongfully billed energy charges, wrongfully delayed billing, and wrongfully provided cumulative bills for service to her residence located at 4311 Church Street in Skokie, Illinois, ComEd Account No. 34580-90011 ("the Account");

WHEREAS, Shur further alleges unprofessionalism by ComEd representatives in handling the Account;

WHEREAS, Shur has filed a Complaint with the Illinois Commerce Commission seeking review and analysis of all ComEd bills on the Account from June 1998 to present;

WHEREAS, Shur's Complaint seeks recovery of \$2,500 plus unspecified costs as financial compensation for expenses and emotional distress;

WHEREAS, ComEd denies the allegations of Shur's Complaint; and

WHEREAS, the parties, cognizant of the risks and expense of further litigation, have agreed to settle and compromise this dispute as set forth herein;

NOW, THEREFORE, Shur and ComEd do hereby mutually covenant and agree as follows:

1. **Credit**. ComEd agrees to credit Shur's Account \$307.06 upon execution of this Agreement.

2. **Release**. Shur agrees, and hereby does, release ComEd and its employees, attorneys, and other agents, from all claims, suits, actions, debts, obligations, or rights, whether

fixed or contingent, known or unknown, matured or unmatured, that in any way relate to the Account from its inception in June 1998 to present. Shur represents to ComEd that she understands that this Settlement Agreement and Release is binding, that she has had the opportunity to consult with counsel of her choice, and that she is fully informed of the nature and contents of this Settlement Agreement and Release. Shur represents to ComEd that she enters into this Settlement Agreement and Release of her own free will, without any threat or coercion whatsoever. Notwithstanding the above release, nothing in this Paragraph shall impair the right of either party to enforce the terms and obligations created by this Settlement Agreement and Release. ComEd expressly reserves the right to exercise all lawful remedies, including without limitation the assessment of late fees and interest, with respect to: (i) any accounts not subject to this Settlement Agreement and Release; and (ii) any claims, suits, actions, debts, obligations, or rights, whether fixed or contingent, known or unknown, matured or unmatured, other than those explicitly released by this agreement, against Shur.

3. **Use of This Settlement Agreement and Release.** Shur agrees that the terms of this Settlement Agreement and Release shall remain confidential, and shall not be used or disclosed by her or any other person as evidence in any proceeding whatsoever or for any purpose whatsoever, except: (a) to effect enforcement of this Settlement Agreement and Release, and/or (b) insofar as use or disclosure of this Settlement Agreement and Release is required by law.

4. **Dismissal of Proceedings.** Shur and ComEd agree that all pending civil and administrative complaints, claims, and/or other proceedings regarding this matter, including the proceeding initiated by Shur at the Illinois Commerce Commission, will be promptly dismissed with prejudice, and that each will execute promptly all documents required to facilitate such

dismissals. Shur and ComEd further agree that they shall not challenge, directly or indirectly, the validity of this Settlement Agreement and Release, whether by complaint before the Illinois Commerce Commission or otherwise.

5. **Integration.** Shur and ComEd mutually agree that this Settlement Agreement and Release, together with all dismissals executed pursuant hereto, constitute the sole agreement of the parties with respect to the subject matter thereof. Shur and ComEd each warrant to the other that no other representations, agreements, conditions, terms, or considerations have been offered by either party or its agents and agree that, in any event, no other representations, agreements, conditions, terms, or considerations shall be valid or binding upon them. Shur understands and agrees that nothing herein waives or modifies ComEd's rates, tariffs, or general conditions or service.

ELENA E. SHUR

Elena Shur

Date: 4/6/00

COMMONWEALTH EDISON COMPANY

By: Robert L. Jacobs
Robert L. Jacobs
Administrator, Regulatory
Affairs

Date: 4/11/00