STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

CROWN COMMERCIAL REAL ESTATE AND DEVELOPMENT, INC.	)	
Movant	)	
	)	07-0473
vs.	)	
COMMONWEALTH EDISON CO.	)	
Respondent	)	

MOVANT'S REPLY TO RESPONDENT'S RESPONSE TO MOVANT'S MOTION FOR SUMMARY JUDGMENT

NOW COMES the Movant, CROWN COMMERCIAL REAL ESTATE AND DEVELOPMENT, INC. (hereafter "Movant"), by and through its attorney, SCOTT J. LINN and hereby presents Movant's Reply To Respondent's Response To Movant's Motion For Summary Judgment in the above referenced cause and states as follows:

A.

THE MOVANT IS ENTITLED TO SUMMARY JUDGMENT AS A MATTER OF LAW WITH REGARD TO THE ALLEGATIONS IN ITS AMENDED FORMAL COMPLAINT THAT: (1) IT HAD NO OWNERSHIP INTEREST IN THE PROPERTY FOR THE PERIOD FROM MAY 31, 2006 AND UP TO AND THROUGH APRIL 2, 2007; AND (2) THE MOVANT HAVING HAD NO OWNERSHIP INTEREST IN THE PROPERTY FOR THE PERIOD FROM MAY 31, 2006 THROUGH APRIL 2, 2007, CANNOT BE HELD LEGALLY RESPONSIBLE TO PAY FOR GENERAL ELECTRIC SERVICE PROVIDED TO THE PROPERTY BY RESPONDENT FOR THAT SPECIFIC PERIOD

Movant submits that the key material facts in question with regards to Movant's Motion For Summary Judgment are whether: (1) the Movant had any ownership interest in the Property for the period from May 31, 2006 through April 2, 2007; and (2) the Movant is legally responsible for paying for general electric service provided and billed to the property by Respondent for the period from May 31, 2006 and up to and through April 2, 2007.

In its Response to Movant's Motion For Summary Judgment the Respondent argues that it is "not relevant" what entity owns the Property, but rather what entity took responsibility for the payment of Respondent's electric bills for the period from April 2, 2005 to April 2, 2007. However, Movant submits that Respondent's argument is erroneous. Ownership of property is quite relevant as to who is legally responsible for paying electric and/or utility bills directly related to service for that particular property. A general principle of public utility law in Illinois is that only those parties who are legally before the Illinois Commerce Commission can be considered a proper parties for billing purposes. [See Union Electric Company vs. Illinois Commerce Commission, 48 Ill. App. (3rd 367, 363 N.E. 2d 424, at 426 (4th Dist. 1977)]. Based on this principle of Illinois law, the party having and/or holding legal ownership to a specific property is legally responsible for paying electric and/or utility bills related to service for that particular property.

Respondent further argues that: (1) there is a substantial legal issue whether Movant is legally responsible for the electric bills billed to Movant during the disputed billing period; and (2) a relevant issue of fact is whether Movant, the Paula Tadros Family Limited Partnership (the "PTFL Partnership") or Musa Tadros, individually, is responsible for paying the electric bills for the Property from April 2, 2005 to April 2, 2007. (Resp. Response To Mov. Sum Judg. Motion at pg. 3). The Movant responds to this argument by stating that it verbally informed the Respondent on November 20, 2007 at the Illinois Commerce Commission status hearing that: (a) the Property was held in a specific land trust until May 31, 2006; and (b) 100% of the beneficial interest in the Land Trust was transferred to the Paula Tadros Family Limited Partnership on May 31, 2006. Subsequently, on December 7, 2007 the Movant filed an Amended Formal Complaint in this cause. Stated in the Amended Formal Complaint was the fact that: (a) the Property had been held in a land trust until May 31, 2006; and (b) 100% of the beneficial interest in the land trust had been transferred to the PTFL Partnership on May 31, 2006; and that the Property has remained in that partnership up to and through the present date. (Mov. Amend. Cplt. at pg.1). Further, attached to the Amended Formal Complaint were exhibits showing that the Property had been held in the aforementioned land trust and that 100% of the beneficial interest in the land trust had been transferred to the PTFL Partnership on May 31, 2006. (Mov. Amend. Cplt., Exhs. A and B). This should put Respondent on notice that Movant had no ownership interest in the Property for the period from May 31, 2006 up to and through April 2, 2007.

In its Response to Movant's Motion For Summary Judgment, Respondent states that: (a) Movant's billing account with Respondent was established "based on a conversation between Com Ed and Crown's President, Musa Tadros, who provided his social security number as Crown's business identification, as indicated on the screen prints attached hereto as ComEd. Group Exhibit 1"; and (b) "the Affidavit of John Parise, ComEd Exhibit 2, providing the basis for determining that Crown is the accountholder for the Property and was properly billed for electric service during the disputed billing period". (Resp. Response to Mov. Sum Judg. Motion at pgs. 3-4; and Group Exh. 1).

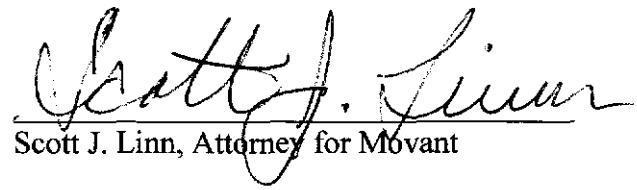
In its foregoing statements Respondent fails to explain or cite any legal authority as to how this alleged conversation between Musa Tadros and unnamed employees and/or representatives of ComEd, created legal responsibility on Movant's part for electric service billed by Respondent for the period in question. Further, an examination of Respondent's Group Exhibit 1 (screen prints)

sheds absolutely no light on why the Movant, as opposed to some other legal entity, is responsible for the service billed for the period in question.

Further, the Affidavit of John Parise provides no support for Respondent's argument that Movant is the legal entity responsible for the electric service billed for the period from April 2, 2005 and up to and through April 2, 2007. Instead, Mr. Parise's affidavit refers to an alleged conversation between Musa Tadros and another unnamed ComEd representative which occurred on November 9, 2007. This alleged conversation supposedly involved a deposit cancellation. (Resp. Response to Mov. Sum Judg. Motion at pg. 4; and Group Exh. 1P). Movant contends that it is really a stretch of one's imagination to consider this alleged conversation and the screen print, to be credible evidence that Movant is the ownership entity legally responsible for electric service billed to the Property for the foregoing period in question. The affidavit and screen print do not name the specific ComEd employee(s) and/or representative(s) involved and do not contain any specific, detailed wording alluding in any way to the actual owner of the Property.

Movant submits that Respondent's Response To Movant's Motion For Summary Judgment does not refute the material fact that Movant had no ownership interest in the Property for the period from May 31, 2006 and up to and through April 2, 2007. Consequently, since the Movant had no ownership interest in the Property for the period from May 31, 2006 and up to and through April 2, 2007, there is no genuine issue of material fact that Movant is also not legally responsible for payment for electric service billed to the Property for that specific period. There being no dispute as to these issues, the Movant should be granted summary judgment on the allegations in its Amended Formal Complaint stating that Movant had no ownership interest in the Property for the period from May 31, 2006 and up to and through April 2, 2007. The purpose of summary judgment is not to try a question of fact, but to determine whether a genuine issue of material fact exists. Northern Illinois Emergency Physicians vs. Landau Omahana & Kopka Ltd. 297 Ill. Dec. 319, 837 N.E. 2d 99, at 106 (Ill. 2005).

Respectfully submitted,



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NOTICE OF FILING

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To Whom It May Concern:

Notice is hereby given that on December 28, 2007, I filed Movant's Reply To Respondent's Response To Movant's Motion For Summary Judgment with Ms. Elizabeth Rolando, Chief Clerk of the Illinois Commerce Commission with regard to the above-referenced action.

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