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Illinois Commerce Commission

Rod R. Blagojevich, Governor

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ICC
 Illinois
 Illinois Commerce Comm.
 527 East Capitol Ave
 Springfield, IL. 62701
 (217) 782-7295

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Illinois Commerce Commission Public Utility Complaint Form

Complainant Information

Full Name: Felipe "Phil" Gomez
 Street Address: 847 N. Maplewood - 1F
 Alternate Location:
 City: Chicago
 State: IL
 ZipCode: 60622
 Home Phone: 312-451-3238
 Day-Time Phone:
 E-Mail Address: gomzfn1@netscape.net

Complaint Information

Have you been in contact with the Utility?

Yes, I have contacted the utility.

Complaint Type: Electric

Company Name: Exelon/ComEd

Company Account Number: 5563096092

Please provide the details of your complaint or state your opinion:

DISPUTE OF PAST AND TOTAL AMOUNTS CLAIMED DUE Dispute of Overbilling/Misbilling of \$2,302.91 Protest of Threat to Disconnect Service 2227 Woodlawn, Northbrook IL Acct #3481214021 3627 N. Claremont Unit #1, Chi IL Acct # 5246506066 2128 W. Barry-Unit 1, Chi IL Acct. # 7171432024 2128 W. Barry "Building", common Acct. #7171430011 3340 N. Clifton - Bsmt, Chicago IL Acct No. 4068377028 (sublet from Steven Kempner) Meter: 098567491) 847 N. Maplewood, 1F, Chicago IL. Acct No. 5563096092 (Current) To Whom it May Concern: This letter continues and adds to December 2003 and January 2005 written disputes submitted to Commed by the undersigned challenging and disputing Commed's billings on the above referenced service addresses, and relatedly disputes the current amount claimed due under the current account at 847 N. Maplewood, Apt 1F, Chicago, IL. This letter also continues numerous telephonic notices of dispute made by the undersigned in communications between this writer and Commed personnel regarding the above-listed accounts Further, this letter continues the protest and dispute and puts Commed on further notice that any disconnection of service at the current address, or misreporting to credit bureaus, collection agencies, or others, will be considered and pursued before the proper authorities as knowingly wrongful and unjustified, given the amount of time Commed has been on notice, the instant amounts in dispute, and my good faith, non-validating, October 12, 2007, submission of \$450.00 to Commed, under protest, pending resolution of the correctness of the invoiced amount set forth in Exhibit A hereto. Given that it appears that Commed may be attempting to carry forward alleged charges for some or all of the above-listed accounts, as well as attach accompanying substantial late fees and deposit charges onto what could be non-existent accounts receivable, supposedly related to the alleged past due amounts of undetermined and undifferentiated principal, penalty or interest, it is again demanded that Commed (in writing, within 30 days): 1.

Individually itemize and specify each of the individual underlying alleged charges other than the current month billed), and dates of service of the original charge for each, which comprise the claimed charges of \$2,309.42 (As set forth in Exh. A - Commed Sept. 7, 2007, Invoice) 2. Identify and list which account and each meter number each charge is attributed to by Commed; 3. Itemize each of the late fees and each individual deposit charge, deposit paid, deposit refunded/credited for each account, and specify the alleged past due amount each deposit was required for. In support of this continuing dispute and foregoing requests, I state as follows to the best of knowledge and belief. Please find attached a copy of a letter dated December 2003 disputing the Woodlawn charges and accounting. (Exh. B - 12/3/03 Letter). This letter continues to dispute those remaining charges related to that account, especially Commed's failure to rebate or credit a \$250 deposit from 2227 Woodlawn, Northbrook, IL., as well as for assessing charges to the current account from the Woodlawn account apparently incurred by that landlord/owner or the owner's tear-down contractors, after the undersigned's move-out and routine termination of the lease and active cancellation of service there (at least \$155.09), and for the erroneous charge by Commed of the \$250 deposit made by the undersigned on the Woodlawn account as an unpaid debt rather than as a credit (circa 2003), a total overbilling of at least \$655.09 for the Woodlawn account. With regard to 3627 N. Claremont, #1, enclosed is a copy of a receipt for another \$250 deposit for that account that Commed has retained and not returned, and such has not been applied to the alleged past due amount, resulting in an overbilling of \$250 from that account as to the current alleged amount due. (Exh. C - 6/4/03 Commed Letter Receipt). With regard to 2128 Barry, Commed is again informed that the "building" charges for common electric utilities should never have been and should not be charged to anyone but Schulstad at 2128 W. Barry, since she was always the owner, landlord and otherwise responsible to Commed for same until after the sale of same, or have an agreement with Commed or anyone else to pay for the building's common gas, electric or water or other "common" utilities. As records indicate the "building" was served by two separate units with separate leases and Commed accounts, measured through at least three meters, total for the "building" (basement unit, main and second floor duplex up, and building), neither of which lessees were responsible for the common area utilities accounts Schulstad had previously been responsible for, as Commed was informed in writing on January 7, 2005. Exh. D - 1/7/05 Letter). No agreement was made by the undersigned with either Schulstad or Commed to pay for or be responsible for the building meter. The following is enclosed in support of same: Exh. E - Alleged and disputed Final Bill for \$820.48 (2128 Barry - BLDG) Exh. F - 3/1/04: Applicable one-year lease beginning March 1, 2004, for rental of a single unit in multi-unit building with landlord Schulstad responsible for common building utilities Exh. G - 5/21/96 to 4/26/05 :Printout of Chain of Title showing Schulstad was continuous title owner and landlord. Exh. H- 1996: Printout of details of 1996 Acquisition of 2128 Barry by Schulstad Exh. I- 4/21/04 Illegal 5-day notice confirming the Schulstad was landlord/owner of 2128 Barry, that lease was in force, and that Gomez was only leasing unit described in Lease, and not entire building. Exh. J - 2005: Printout of details of 2005 Transfer of Title of 2128 Barry from Schulstad These incorrectly billed charges appear to be in the amount of at least \$820.48, not counting penalties/late fees. With regard to 3340 N. Clifton, it is my position that these charges were paid in full, and that some payments were made by myself when the account was still in Steve Kempner's name, and thus were not properly credited to me. I have included the account number under which I paid as well as the meter reading. I moved from 3340 Clifton to 847 Maplewood on October 1, 2006. Further, such charges were necessarily paid when I transferred service to the current address on Maplewood. These erroneous charges are not specified on your September 7, 2007, invoice, but are disputed regardless of what they are claimed to be. In fact, I claim that all my prior accounts were paid in full, as would be and was required to obtain service at the subsequent address. Consequently, I claim that your Sept. 7, 2007, invoice of \$2,309.42 is entirely incorrect, and that it includes the foregoing specified erroneous claimed past service address charges (and failures to refund/credit at least \$500 in deposits) amounting to at least \$1,725.57 in false and erroneous charges and overbillings, (plus whatever if any 3340 N. Clifton claimed past due charges are included therein). Given the invalidity of those \$1,725.57 in charges, the billing of \$461.37 in late payment charges in your September 7, 2007, invoice is also disputed, resulting in a total alleged overbilling of at least \$2,186.94 in the September 7, 2007 invoice. Also noted and disputed is the assessment of a \$30.97 late charge in your 9/7/07 invoice, as well as the \$85.00 in deposit

charges, an additional disputed total of \$115.97, resulting in a total disputed billing or amount owed to the undersigned of at least \$2,302.91. Given that the September 7, 2007, invoice total is \$2,309.42, the correct balance as of that billing could not have been more than \$6.51. I also dispute any and all late charges or deposit charges related to the incorrect billings or to claimed amounts due at the current address of 847 N. Maplewood when in fact it appears I was owed a substantial credit. Nonetheless, in a gesture of good faith and acknowledging that I intend to receive and pay for future electric service at this address, and without validating Commed's erroneous and disputed charges set forth above, on October 12, 2007, I made a payment, under protest, of \$450.00 towards services rendered and to be rendered at my current service address (Acct. No. 5563096092). A copy of the receipt is enclosed as Exh. K. As such, it is my position that there is no amount due Commed at this time on the current or any other account, and any disconnection of service at this address for such false and incorrect charges would be knowingly wrongful. Again, with regard to 847 N. Maplewood, I strenuously object to Commed's attempting to disconnect service as a device to force me to pay the invalid disputed charges, especially since Commed has been on notice of same for at least two years that a substantial portion of its alleges charges was obviously incorrect (2128 Barry - BLDG) and has failed to give a detailed explanation and justification for these charges and the other disputed charges. I demand the charges be reversed in their entirety and my account adjusted accordingly in the amount of a credit of at least \$2,302.91, plus interest and any other related amounts due.. Sincerely, Felipe N. Gomez, Esq. cc: Illinois Commerce Commission 527 E. Capitol Ave. Springfield, IL 62794-9280

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