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**Law Office of  
Felipe N. Gomez**  
P.O. Box 220550  
847 N. Maplewood - 1F  
Chicago, IL 60622  
(312) 399-3966

**By First Class U.S. Mail and Facsimile**

December 13, 2007

Commonwealth Edison/Exelon Corp.  
2100 Swift Drive  
Oak Brook, IL. 60523

Commed/Exelon  
Bill Payment Center  
Chicago, IL. 60688-002

ICC  
527 E. Capitol Ave  
Springfield, IL. 62794-9280

Re: **COMPLAINT RE FAILURE TO ADDRESS 10/22/07 ICC COMPLAINT RE:  
DISPUTE OF PAST AND TOTAL AMOUNTS CLAIMED DUE  
Dispute of Overbilling/Misbilling of \$2,302.91  
Renewed Protest of Threat to Disconnect Service**

2227 Woodlawn, Northbrook IL	Acct No. 3481214021
3627 N. Claremont Unit #1, Chicago IL	Acct. No. 5246506066
2128 W. Barry - Unit 1, Chicago IL	Acct.No. 7171432024
2128 W. Barry - Building, Chicago IL	Acct.No. 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)

Dear ICC:

On 10/22/07, I filed an on-line and written ICC complaint, and copied ComEd on such complaints, regarding misbilling of the above referenced account and several past accounts resulting in a misbilling of over \$2,300 I claim I do not owe. (Copy of 10/22/07 cover letter enclosed). The 10/22/07 complaint specifically requested a written itemization and explanation of ComEd's alleged past due amounts.

However, on or about 11/3/07, ComEd wrote a brief three line letter acknowledging receipt of the complaint, but failing to provide any response to the substance of my 10/22/07 complaint. Rather, the ComEd letter requested that I contact a representative if I was still

interested in pursuing the complaint.

On or about 11/20 and again shortly thereafter I left voice mails for the ComEd representative listed in the letter, but to date I have received no further responses of any kind from ComEd. Thus, I am now adding to my 10/22/07 complaint, and filing this complaint, with regard to the failure of ComEd to substantively respond to my 10/22/07 Complaint. A copy of the 12/13/07 ICC complaint is enclosed.

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Sincerely,



Felipe N. Gomez.

**Law Office of  
Felipe N. Gomez**  
P.O. Box 220550  
847 N. Maplewood - 1F  
Chicago, IL 60622  
(312) 399-3966

**By First Class U.S. Mail and Facsimile**

October 18, 2007

~~Commonwealth Edison/Exelon Corp.~~  
2100 Swift Drive  
Oak Brook, IL. 60523

~~Commed/Exelon~~  
Bill Payment Center  
Chicago, IL. 60688-002

**Re: 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 No. 3481214021
3627 N. Claremont Unit #1, Chicago IL	Acct. No. 5246506066
2128 W. Barry - Unit 1, Chicago IL	Acct.No. 7171432024
2128 W. Barry - Building, Chicago IL	Acct.No. 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)

Dear Commed:

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

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 foregoing accounts, as well as tack on substantial late fees and deposit charges supposedly related to the alleged past due amounts, 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 each charge is attributed to by Commed;
3. List the meter number for each alleged individual charge for each account;
4. Itemize for each account each of the individual deposit charges, deposits paid, deposits refunded/credited and late fees that have been assessed for each account and specify the alleged past due amounts each deposit was required for.

In support of my dispute, I state as follows.

Please find attached a copy of a letter I wrote in December 2003 disputing the Woodlawn charges and accounting. (Exh. B). I continue to dispute those remaining charges related to that account, especially your failure to rebate or credit me a \$250 deposit from 2227 Woodlawn, Northbrook, IL., as well as for assessing me charges at Woodlawn incurred by the owner after I moved and terminated my lease and service (at least \$155.09), and for the erroneous charge of the \$250 deposit on the Woodlawn account as an unpaid debt rather than as a deposit in my favor (circa 2003), a total overbilling of \$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 my alleged past due amount, resulting in an overbilling of \$250 for that account. (Exh. C).

I also continue to dispute all "building" charges in my name at 2128 W. Barry, since I was not the owner/landlord or responsible for the common utilities, but was merely the occupant of one of two units, neither of which were responsible for the common area utilities (e.g gas and electric), as reflected in my January 2005 letter to Commed. (Exh. D). As I reported to Commed shortly after the switch from Schulstad to myself, it was and is my position that the then owner landlord, Lori Schulstad, put the building utilities in my name without my agreement, permission, knowledge or consent, and I never agreed with either Schulstad or Commed to pay for or be responsible for same. I enclose the following in proof of same:

- Exh. E - Alleged and disputed Final Bill for \$820.48 (2128 Barry - BLDG)
  - Exh. F - Applicable lease beginning March 1, 2004, indicating FNG renting single unit in multi-unit building, and that landlord responsible for building utilities
  - Exh. G - Printout of Chain of Title showing Schulstad was continuous title owner and LL from May 21, 1996 to April 26, 2004
  - Exh. H- Printout of Details of 1996 Acquisition by Schulstad
  - Exh. I- Printout of Details of 2005 Transfer of Title from Schulstad
  - Exh. J - Attempted (later found Invalid) 5-day notice confirming the Schulstad was landlord and that Gomez only occupying unit described in Lease
- FNG

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, I also dispute your billing of \$461.37 in late payment charges in your September 7, 2007, invoice, resulting in a **total overbilling of at least \$2,186.94 in your September 7, 2007 invoice**. I also note and dispute 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 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..**

Please be notified that I will obtain official relief, including costs, disruption of business, attorneys fees and penalties, if you fail to adjust my alleged bill accordingly, if you fail to remove my name retroactively from the "building" account for 2128 Barry, and/or if you cut off current service to the 847 N. Maplewood account listed herein.

Again, until such time that this matter is resolved by written agreement of the undersigned, please do not attempt to alter the status quo. Please contact the undersigned at (312) 399-3966 to resolve this matter at your earliest convenience.

Sincerely,

Felipe N. Gomez, Esq.

cc: Illinois Commerce Commission  
527 E. Capitol Ave.  
Springfield, IL 62794-9280