

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
CHRISTIAN COUNTY, ILLINOIS

JAMAL SHEHADEH,)
)
Plaintiff,)
)
vs.)
)
AMEREN CIPS,)
)
Defendant.)

No. 01-SC-196
Amount Claimed: \$2577.19 (plus costs)

FILED

MAY - 1 2001

DONNA M. CASTELLI
Circuit Clerk
Christian County

MOTION TO DISMISS

Defendant, AmerenCIPS, by its attorneys, Sorling, Northrup, Hanna, Cullen and Cochran, Ltd., Stephen R. Kaufmann, of counsel, hereby move pursuant to 735 ILCS 5/2-619 to dismiss this Complaint, with prejudice, for the following reasons:

1. On October 30, 2000, the mother of Plaintiff Jamal Shehadeh, Penny Shehadeh, filed an identical Complaint against AmerenCIPS in Christian County, No. 00-SC-505. Attached hereto as Exhibit "A" is a true and accurate copy of her Small Claims Complaint.
2. The matter went to trial before Judge Spears on December 18, 2000. Attached hereto as Exhibit "B" is a true and accurate copy of the transcript of that trial.
3. Judge Spears, following consideration of the testimony of the Plaintiff and the Defendant and following an examination of exhibits submitted by the parties, held that the Plaintiff had not satisfied her burden of proof, thereby ruling in favor of the Defendant AmerenCIPS. Attached hereto as Exhibit "C" is a true and accurate copy of the docket entry of Judge Spears.
4. The verdict in favor of Defendant AmerenCIPS has been appealed by Plaintiff Penny

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Shehadeh to the Fifth District Court of Appeals and that appeal is now pending.

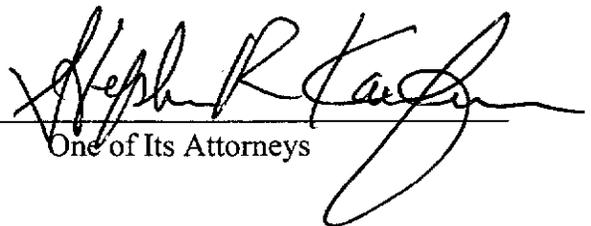
5. A review of the instant Complaint reflects that it is identical to the Complaint against Defendant AmerenCIPS which Plaintiff Jamal Shehadeh's mother, Penny Shehadeh, filed in October of 2000, with the exception of the named Plaintiff and the theory of liability.

6. While the Plaintiff and the theory are different, this Court has already ruled against the Shehadeh family in connection with the claim against AmerenCIPS.

7. Accordingly, this Court should dismiss the Complaint of Plaintiff Jamal Shehadeh on the basis of either res judicata, election of remedies, and/or on the basis of 5/2-619(a)(3) and (4).

WHEREFORE, Defendant AmerenCIPS prays that the instant Complaint be dismissed, with prejudice.

AmerenCIPS, Defendant

By: 
One of Its Attorneys

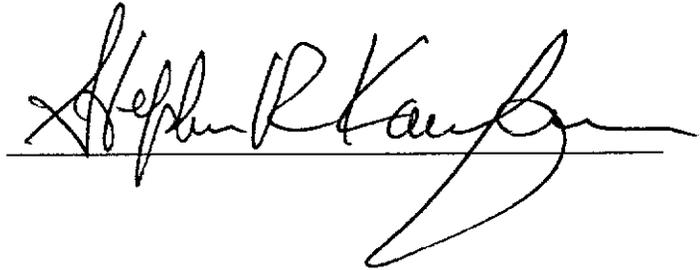
Sorling, Northrup, Hanna, Cullen
and Cochran, Ltd.
Stephen R. Kaufmann, of Counsel
Suite 800 Illinois Building
P. O. Box 5131
Springfield, IL 62705
Telephone: (217) 544-1144

PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was served by placing same in a sealed envelope addressed:

Jamal Shehadeh
1312 Sportsman Drive
Taylorville, IL 62568

and by depositing same in the United States mail in Springfield, Illinois, on the 30th day of April, 2001, with postage fully prepaid.

A handwritten signature in cursive script, appearing to read "Stephen R. Kaufman", is written over a horizontal line.

0301181.001

4/26/2001SRKsdn

Court Copy—White
Defendant's Copy—Pink
Plaintiff's Copy—Canary
Copy—Green

Byers Printing Company, Springfield, Illinois

FORM 102B Small Claim Complaint and Docket

IN THE CIRCUIT COURT OF THE Fourth JUDICIAL CIRCUIT

Christian COUNTY, ILLINOIS

Complaint
Penny Shehadeh

FILED

Case Number 00-SC-505
Ameren CIPS

OCT 23 2000 VS

DONNA M. CASTELLI
Circuit Clerk

Plaintiff(s)

Defendant(s)

SMALL CLAIM COMPLAINT

I, the undersigned, claim that the defendant is indebted to the plaintiff in the sum of \$ 2,577.19 +costs+ stat. int. for detrimental reliance. The plaintiff purchased equipment based on the agreement of the defendant to provide service at no cost to plaintiff.

and that the plaintiff has demanded payment of said sum; that the defendant refused to pay the same and no part thereof has been paid; that the defendant resides at Rt. 104, Paris, IL

Phone No. 708-3344; that the plaintiff resides at 1312 Spotman Drive Taylorville, Illinois 62568

Phone No. 824-6672 in the State of Illinois.

Date 9-30-00
(Month Day Year)

Penny Shehadeh
(Signature of Plaintiff)

AFFIDAVIT

Penny Shehadeh on oath states that the allegations in this complaint are true.

(SEAL)
Signed and sworn to before me
9-30-00

[Signature]
(Notary Public)

[Handwritten Signature]

22430 -> Park ~~Express~~ Denver
217-562-1430

10/26/00

10/26

1 IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT
2 TAYLORVILLE, CHRISTIAN COUNTY, ILLINOIS

FILED

MAR 05 2001

4 PENNY SHEHADEH

RECEIVED
CLERK APPELLATE COURT
5TH DISTRICT MT. VERNON, IL

LOUIS E. COSTA
FILED CLERK APPELLATE COURT, 5TH DIST.

5 -vs-

MAR 05 2001

JAN 11 2001

6 AMEREN CIPS

MAILED 3-2-2001
OTHER _____

DONNA M. CASTELLI
Circuit Clerk
Christian County

8 TRANSCRIPT

9 of the proceedings held on the 18th day of December,
10 2000, at the courthouse at Taylorville, Christian
11 County, Illinois, before the Hon. Ronald D. Spears.

14 APPEARANCES:

15 MS. PENNY SHEHADEH, pro se.

16 MR. STEPHEN KAUFMANN, for Ameren CIPS

22 SHERI CANIFF

23 CERTIFIED SHORTHAND REPORTER

24 LICENSE #084-002756

CR

5-01-0029

1 THE COURT: Do you have anything worked out
2 in the CIPS case?

3 MR. GRIGSBY: Judge, I'm going to be moving
4 to withdraw as counsel for the plaintiff without
5 objection. Your Honor, they're going to proceed pro
6 se.

7 THE COURT: Are they here?

8 MR. GRIGSBY: Yeah.

9 THE COURT: All right.

10 MR. GRIGSBY: Maybe if they, if you talk to
11 them, maybe you can get it worked out. I don't know.

12 THE COURT: All right.

13 MR. GRIGSBY: We haven't had any settlement
14 discussions, nor have I been-- Actually, Judge, my
15 name is on there by mistake. Uh, and I was, just
16 assisted him in preparing the pleadings. He is going
17 to proceed pro se. I'm going to withdraw.

18 THE COURT: All right. You're Penny
19 Shehadeh?

20 PENNY SHEAHDEH: Yes.

21 THE COURT: You brought this action?

22 MS. SHEHADEH: It was basically for
23 detrimental reliance, Judge.

24 THE COURT: Detrimental reliance?

1 PENNY SHEHADEH: Uh-huh.

2 THE COURT: What do you mean by that?

3 PENNY SHEHADEH: Basically, CIPS told us
4 one thing and then changed their mind. In other
5 words, uh-- Do you want me to go ahead and go into
6 more detail now?

7 THE COURT: I'm just-- We can probably
8 try it as fast as we can discuss resolving it. I
9 always try to resolve things without a suit. Have
10 you ever talked to her personally?

11 MR. KAUFMANN: I have not.

12 THE COURT: Do you want to talk to each
13 other personally or just have a trial?

14 PENNY SHEHADEH: I have talked to different
15 people at CIPS, not this person, this gentleman
16 personally; but there has been no satisfaction from
17 that.

18 THE COURT: Why don't you both step in the
19 jury room for just a couple minutes. I'm ready to
20 try your case. At least agree on what you are
21 disagreeing about.

22 PENNY SHEHADEH: Sure.

23 THE COURT: Agreeably. All right?

24 -----

1 WHEREUPON, THE COURT STOOD IN RECESS.

2 -----

3 AFTER RECESS:

4

5 THE COURT: Ms. Shehadeh, this is a
6 complaint filed by you, so you will have the burden
7 of proof on this matter.

8 PENNY SHEHADEH: Okay.

9 THE COURT: Any witnesses that you--
10 Are you going to testify?

11 PENNY SHEHADEH: If it is okay, I would
12 like my son, because he's very much involved in this;
13 and he's been through it step by step. He can
14 explain it better than I.

15 THE COURT: All right. Whoever else is
16 going to testify has to testify under oath from the
17 witness stand. All right. So raise your right hand.

18

19

20

21 J A M A L S H E H A D E H

22 was duly sworn upon his oath, and testified as
23 follows, to-wit:

24

1 THE COURT: All right. Do you want to
2 take the witness stand up here.

3 You are representing yourself in this
4 matter?

5 PENNY SHEHADEH: Correct.

6 THE COURT: Mr. Grigsby is not representing
7 you in any way?

8 PENNY SHEHADEH: That is correct.

9 THE COURT: You don't want any time to
10 consult with any other attorney?

11 PENNY SHEHADEH: No.

12 THE COURT: You want to proceed today?

13 PENNY SHEHADEH: Please. Yes.

14 THE COURT: Okay. All right. Now, you
15 need to proceed to ask him questions here in some way
16 if you are representing yourself.

17 PENNY SHEHADEH: Okay.

18 THE COURT: I don't know anything about
19 this case.

20 PENNY SHEHADEH: I understand. Okay.

21 THE COURT: I don't know what it is based
22 on or anything else. In fact, why don't you tell me
23 a little bit before you question him. Why are you
24 seeking twenty-five hundred and seventy-seven

1 dollars?

2 PENNY SHEHADEH: We had contacted CIPS to
3 have our service upgraded. My son was--

4 THE COURT: Service of what?

5 PENNY SHEHADEH: Our electrical service
6 upgraded. And we were going to do this. We thought
7 we would have to hook up a separate pole, a separate
8 service. When we contacted Mike Humphrey at the
9 office, he said, "Oh, no. Go ahead and upgrade the
10 house service," you know, make it in one. Because if
11 we have a temporary service, we're charged a separate
12 fee every month. Correct?

13 JAMAL SHEHADEH: Right.

14 PENNY SHEHADEH: And so we went ahead and
15 did that. They sent out Bob Derber, who is their
16 energy specialist. I have it all in writing.

17 Um, at this time, can I have my son explain
18 exactly what happened?

19 THE COURT: Sure.

20 PENNY SHEHADEH: Jamal, why don't you go
21 ahead and explain.

22 THE COURT: First of all, does he live at
23 the house?

24 PENNY SHEHADEH: Yes.

1 THE COURT: Is this a residence?

2 PENNY SHEHADEH: It is a residence, yes.

3 THE COURT: Where is it?

4 PENNY SHEHADEH: In Taylorville. 1312
5 Sportsman Drive.

6 THE COURT: You have electrical service, I
7 assume?

8 PENNY SHEHADEH: Yes, we do, through CIPS.

9 THE COURT: And so--

10 PENNY SHEHADEH: We were going to have it
11 upgraded. He wanted to do a Christmas, basically, it
12 was for a Christmas display.

13 THE COURT: A temporary thing or a
14 permanent thing?

15 PENNY SHEHADEH: We thought it had to be.
16 But when we contacted them, they said, "No, don't do
17 that. Take it through the house, upgrade your
18 service"--

19 THE COURT: Is he the one that handled
20 this for you?

21 PENNY SHEHADEH: Yes, he did.

22 THE COURT: Is he the one that wanted the
23 Christmas display?

24 PENNY SHEHADEH: Correct, uh-huh.

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EXAMINATION OF JAMAL SHEHADEH

BY THE COURT

THE COURT: Tell me what happened here.

You wanted a Christmas display? And when was this that you made contact, and who did you make contact with?

A. It was back in April.

THE COURT: April of 2000?

A. This year, uh-huh.

THE COURT: All right. And you made contact with?

A. Uh, Mike Humphrey at the Call Center at CIPS.

THE COURT: Uh-huh. And then what happened?

A. I asked him, um, because what I wanted to do, I wanted to have a separate service for my Christmas lights that I could, I could take out after I was done. And what he suggested I do was, um, instead of having a separate four hundred amp service for the Christmas light display--

THE COURT: Slow down a little bit.

A. All right.

THE COURT: Yeah, go ahead.

1 A. He said, "Um, combine it with the house
2 service," because unless it was all through one
3 meter, because you're only allowed one meter, it
4 would be considered nonresidential and I would be
5 charged for it. I would have to pay for the
6 installation and then a monthly, monthly service
7 charge.

8 THE COURT: Okay. And so then what
9 happened?

10 A. Um, well, uh, I was contacted by Mr.
11 Derber as to at the time when he could come out and
12 review where we were going to put the new insulation.
13 And when he was out there, he asked me why I wanted
14 that, a six hundred instead of the four hundred amp
15 that he calculated I needed for the lights. I
16 explained to him that I was told that I had to have
17 it all through one meter to include the house, so I
18 had to have an additional two hundred amps on top of
19 the four hundred to service the house. That way, um,
20 it was used year round and couldn't be classified as
21 temporary and I wouldn't be charged for it.

22 THE COURT: Okay.

23 A. He told me I would have to pay for any
24 electrical triflex over one hundred feet, which is

1 what they allow; and he said that that would show up
2 on an extra electric bill. Then he gave me a, a
3 Rules and Specifications Manual that I have here
4 that showed how I was supposed to set up my equipment
5 within specification; and he said that after I had
6 done that, um, to call him back and he would come out
7 and, and do what they needed to for the service.

8 THE COURT: What equipment are you talking
9 about?

10 A. Um, electrical cables and, uh, a meter
11 cabinet, and a CT cabinet, and conduit, and
12 connectors, and all kinds of stuff I bought.

13 THE COURT: And who was going to do this
14 work?

15 A. I did.

16 THE COURT: You were going to do it?

17 A. I had it all set up and everything.

18 THE COURT: Okay. All right. And then
19 what happened?

20 A. Um, two weeks later, I think it was about
21 two weeks later, he called me back and said that, uh,
22 I'd have to pay for the entire thing.

23 THE COURT: What is the "entire thing"?

24 A. Well, their labor and a new transformer,

1 because it was going to be classified as, as
2 temporary, because the load is seasonal. He said it
3 was going to be at least two thousand dollars. And I
4 asked him about what Mike Humphrey had told me. He
5 said that he answers to a different boss than Mike.

6 THE COURT: Had it already been done?

7 A. Yeah. I bought everything. I had it set
8 up. I punched knockouts in the cabinet. I drilled
9 holes and mounted it. I had a post set in my yard, a
10 utility post.

11 THE COURT: Then what happened?

12 A. Um, I told 'em to figure up exactly how
13 much it was going to cost, because, I mean, I
14 couldn't take the stuff back; and I wanted to know at
15 least how much it was going to cost to finish it.
16 And, uh--

17 THE COURT: What labor-- You had
18 installed all of this stuff. What labor was the CIPS
19 going to have?

20 A. I had to pay for their crew, their
21 utility lineman to come out and replace a transformer
22 and replace some cables and stuff too.

23 THE COURT: On your property?

24 A. No, huh-uh.

1 THE COURT: From the line?

2 A. Yeah.

3 THE COURT: Okay. All right. So then
4 what did you do?

5 A. Um, well, we, we contacted Bob Gibbs, who
6 is Mr. Derber's supervisor. And he told us that the
7 the charges were correct. Um, and when I asked him
8 about what Mike Humphrey had told me in the Call
9 Center, um, he said that he was wrong about that, but
10 sometimes the people in the Call Center say one
11 thing, but the people in the field have to do
12 another. I just wanted either the service
13 installation or reimbursed for the money I had spent.
14 I mean, I wouldn't have bought all of that if I had
15 known it was going to cost me as much as it was.

16 THE COURT: All right. So your claim then
17 is for the actual goods that you purchased--

18 A. Right.

19 THE COURT: --for installation?

20 A. Right.

21 THE COURT: Do you have receipts or
22 something--

23 A. Yeah.

24 THE COURT: --showing that? How much does

1 that total?

2 A. Um, the receipts are two thousand five
3 hundred seventy-seven dollars and nineteen cents.
4 But what is not included in that is two hundred and
5 seventy-five dollars that I paid for the utility
6 post, to have it delivered, and to have it set up.

7 THE COURT: Who did that?

8 A. Um, there is a place by Stonington that
9 sells them. They delivered it. Then I had a friend
10 of mine set it with a fork lift.

11 THE COURT: Was two seventy-five what the
12 pole cost?

13 A. Pole and delivery, and then the board
14 that had to go across it. There was two posts ten
15 feet apart, and then there were two by sixes across
16 there that I had to mount everything on.

17 THE COURT: All right. You have these
18 receipts on this two thousand five seventy-seven
19 nineteen?

20 PENNY SHEHADEH: Yes, sir.

21 THE COURT: What does this represent?
22 Show him the receipts.

23 Are all of these bills paid?

24 A. (Jamal Shehadeh) Yeah. Um, it is just

1 the equipment I bought.

2 THE COURT: Let me see those. I see three
3 hundred dollars for an outdoor cabinet. I see an
4 eleven hundred twenty-two thirty-nine for different
5 conduit and reels and so forth. This is all from the
6 lighting center?

7 A. Yeah, Springfield.

8 THE COURT: Springfield Electric. And
9 your testimony is that each and every one of these
10 expenditures were for items that were actually used,
11 or were these all used, or could any of these be
12 taken back?

13 A. Um, I did return a couple items amounting
14 just over a hundred dollars, and then, um, one of the
15 cabinets and two of the ladder heads, um, because I
16 mean, I had to drill holes in them to mount them and
17 everything. I sold those on e-bay, and I got like
18 a hundred sixty dollars out of 'em, but that wasn't
19 near as, what I paid for it.

20 THE COURT: Uh-huh. So what is your net
21 loss here do you figure?

22 A. Um--

23 THE COURT: Does that couple hundred
24 dollars come off of this?

1 A. No, I haven't taken it off there yet.

2 THE COURT: I say it should come off. So
3 how much should come off of here? You took back a
4 hundred dollars worth and sold another hundred and
5 fifty dollars worth?

6 A. About three hundred dollars.

7 THE COURT: Uh-huh. Reduced by three
8 hundred dollars.

9 Now, just so that I'm clear, you, you went
10 and expended this money at what point in this
11 process? You had made a phone call. Somebody had
12 given you some general information.

13 A. Right.

14 THE COURT: Did you get anything in
15 writing or anything specific by anybody before you
16 went out and incurred all of these expenses?

17 A. He gave me the instruction manual that
18 showed me what I needed to by and how to set it up.
19 There is a picture in there of what I--

20 THE COURT: Let's see that.

21 MR. KAUFMANN: Your Honor, may I look at
22 the bills?

23 THE COURT: Yeah, please. Sure.

24 THE COURT: What, what in the world were

1 you, were you going to have here, lights they could
2 see in the space station or something?

3 A. We have a picture of the lights.

4 THE COURT: What have we got going here?
5 Where is the picture? Let's see this. Oh, is this
6 what it is?

7 A. Yeah. I was going to do a lot more.

8 THE COURT: Oh, yeah. Okay. I have seen
9 that place. Yeah. That, that is a little bit out of
10 the ordinary, isn't it?

11 Now this-- You did it then, right?

12 A. Not-- I was going to use the larger
13 bulbs and do the entire house. This is the miniature
14 lights. I did it like this last year as well. I was
15 going to do a whole bunch more.

16 THE COURT: But you weren't able to do it?

17 A. I wasn't. I didn't have enough
18 electricity.

19 THE COURT: I see. Okay. All right.
20 I'm going to mark these as, that is group, Plaintiff
21 Group Exhibit 1. This is Plaintiff Two. And this is
22 is Plaintiff Three, the two photographs. Plaintiff
23 Four is the instruction, Instructions for Use and
24 Rules and Specifications?

1 A. I marked a page with duct tape there.

2 THE COURT: That is appropriate. Let's
3 see--

4 A. It is the one on the right with the two
5 risers.

6 THE COURT: Now did you read through all
7 of this?

8 A. Yeah.

9 THE COURT: Are you studying to be an
10 electrician or something?

11 A. No.

12 THE COURT: This is just-- You just
13 picked this all up on your own?

14 A. I didn't want to have to spend the money
15 for an electrician. I mean, it is really basic; and
16 I did it myself, because I -- I would have had to
17 spend twice as much to have an electrician do it.

18 THE COURT: Okay. And so what your claim
19 for is for the amount that you expended in reliance
20 on the fact that you could do this as part of your
21 residential hookup without additional charge by CIPS?

22 A. Correct, except for the triplex over
23 one hundred feet, which he said would amount to no
24 more than a couple, three hundred dollars.

1 THE COURT: And just so that I'm clear
2 again, because I don't understand any of this. Okay?
3 I'm not-- I don't know about electrical and so
4 forth. You're saying that you went this route
5 because you wanted to not go to a--

6 A. Separate.

7 THE COURT: --a separate line? You just
8 wanted to increase your residential usage, is that
9 right?

10 A. That is what I was advised to do, because
11 if I went with a separate one, it would be charged at
12 seventeen fifty a month for however long it was
13 there. And in the long run, this would have been
14 cheaper to go through a, one single meter, a larger
15 one.

16 PENNY SHEHADEH: Can I stop-- He was
17 advised by CIPS to do that. That is our point. They
18 told us to do it this way, and then they changed
19 their mind.

20 A. (JAMAL SHEHADEH) Mike Humphrey. Yeah.

21 THE COURT: Anything else that you have to
22 say about all of this?

23 A. (JAMAL SHEHADEH) Um, there are receipts
24 for April, which is when the bulk of it was

1 purchased. But, um, after I had talked to Mr. Gibbs
2 in May I think it was, I called back Mr. Derber; and
3 I asked if I could at least get the two hundred
4 installed through the current setup I had so I didn't
5 have to, you know, at least I could use the stuff I
6 had already purchased. And there is some receipts
7 for later on in June, end of May and beginning of
8 June when I purchased, um, the other stuff to correct
9 the problem to make it a two hundred, because when
10 they sent the crew out to hook it up, it didn't meet
11 code, because I had it through the six hundred, and I
12 had to change it around to get the two hundred
13 installed.

14 THE COURT: Did that happen?

15 A. Yeah. I have that. But I mean, I
16 wouldn't have done that if, if initially they hadn't
17 told me that I could have had the upgrade for, for no
18 charge.

19 THE COURT: Well, let me be sure I
20 understand. Do you have the upgrade or do you not
21 have the upgrade?

22 A. I don't have the six hundred. I have the
23 two hundred.

24 THE COURT: Okay. What does that mean?

1 A. I'm not using-- Most of the equipment
2 in there is not being used for it. There is a two
3 hundred amp disconnect, and then I don't have the
4 receipts for the other stuff that I purchased. I
5 purchased a, a two hundred amp meter base and some
6 cables and stuff like that. But it is not in there
7 for the-- That is just for the, the six hundred.

8 THE COURT: Do you have what you wanted?
9 I mean, do you have the electricity for what you
10 wanted?

11 A. No.

12 THE COURT: You don't have enough?

13 A. No.

14 THE COURT: Okay. You have more than you
15 had, but you don't have enough for what you wanted to
16 do?

17 A. Right.

18 THE COURT: Do you have what is roughly
19 equivalent of temporary service?

20 A. No, huh-uh. They gave me the two hundred
21 amp upgrade from a one hundred, which is done free of
22 charge for anyone. So I just went with that.

23 THE COURT: All right. Counsel.

24 MR. KAUFMANN: Thank you, your Honor.

1 THE COURT: I'm sorry. Did you have any
2 other questions of him?

3 PENNY SHEHADEH: No.

4 THE COURT: Okay. All right.

5 EXAMINATION BY

6 MR. STEPHEN KAUFMANN

7 ON BEHALF OF CIPS

8 MR. KAUFMANN: Jamal, in April of this
9 year, how old were you?

10 A. Seventeen.

11 Q. And you are how old now?

12 A. Seventeen.

13 Q. And do I understand it that all of the
14 communications with CIPS regarding this electricity
15 were by you?

16 A. No. Um, my mom talked to Mr. Gibbs and
17 Mr. Derber as well.

18 Q. Okay. But this was after that initial
19 conversation that you had with Mr. Humphrey?

20 A. Yeah.

21 Q. Okay. And apparently it was your
22 conversation with Mr. Humphrey that prompted you then
23 to go ahead and expend some of these monies?

24 A. No, it wasn't till after I had talked

1 with Mr. Derber at my house about the upgrade,
2 because he had to find a place to put everything, um,
3 that I went out and bought this.

4 Q. All right. And you recognize Mr. Derber
5 as sitting here with me?

6 A. Uh-huh.

7 Q. So it was after a conversation with Mr.
8 Humphrey and after a conversation with Mr. Derber
9 that you then went and spent the money?

10 A. Correct.

11 Q. Right? Okay. Now if I understand it
12 correctly, at your residence in April, going back to
13 April of this year, you had one hundred amp service,
14 am I correct?

15 A. Correct.

16 Q. And what you wanted, in order to, uh, you
17 know, for your Christmas light display was to
18 actually increase the amps from a hundred to six
19 hundred?

20 A. Correct.

21 Q. Um, and at, at no charge to you, CIPS has
22 increased your amps from one hundred to two hundred,
23 am I correct?

24 A. Correct.

1 Q. All right. And do you remember having
2 been given by Mr. Derber or anybody else from CIPS an
3 estimate of thirty-one hundred dollars to increase
4 the amps from two hundred to six hundred?

5 A. Yeah. That was what he gave me, um,
6 after I had talked to Mr. Gibbs and Mr. Derber about
7 the upgrade. I had already purchased the equipment,
8 and he called me to tell me it was going to cost at
9 least two thousand. And I told him to go ahead and
10 figure up exactly how much it was going to cost. And
11 when I called him back, he said it was going to be
12 thirty-one sixty something.

13 Q. All right. And do you also remember
14 being given by Mr. Derber at one time an estimate of
15 about a thousand dollars to increase your amps from
16 two hundred to four hundred?

17 A. Yes. That was in June. That was--

18 Q. Okay. All right. And so you have not
19 been charged to go from a hundred to two hundred,
20 correct?

21 A. Correct.

22 Q. And two hundred is what you're operating
23 your Christmas light display this year at?

24 A. Barely.

1 Q. Okay. But nevertheless, you do have--
2 uh, I didn't get a chance to, to look at the photo--
3 but a fairly substantial Christmas light display?

4 THE COURT: This isn't this year.

5 A. No. This is this year's.

6 THE COURT: This is this year's?

7 A. I did it the same way last year as well.

8 THE COURT: Okay.

9 A. This year I wanted to use the larger, the
10 bright C-7 bulbs, which were --

11 Q. Okay. So nevertheless, you do have a
12 Christmas light display this year?

13 A. Yes.

14 Q. You do have a Christmas light display?

15 A. Yes.

16 Q. Okay. Now the-- This was April that
17 you first had these discussions, I guess, with Mr.
18 Humphrey and Mr. Derber, correct?

19 A. Correct.

20 Q. When did you-- And some of the
21 purchases that you have listed here in your invoices
22 were made in April and some later, correct?

23 A. Right.

24 Q. When did you actually start to install,

1 uh, all of this equipment for your Christmas light
2 display?

3 A. Um, it was at the end of April. It was
4 after I talked to Mr. Derber. I think it was the,
5 almost the next day I went up to Springfield Electric
6 and purchased the bulk of that. Um--

7 Q. And is that when you began installing it?

8 A. Yeah. Because I had the pole set, and I
9 began putting it up.

10 Q. Okay. And it appears that-- What is
11 the biggest ticket item on here?

12 A. Um--

13 Q. I think you mentioned something like a
14 thousand dollars or so?

15 A. It was the second receipt. That is the
16 total right there.

17 Q. Okay. And that is, um, indicated it was
18 requested on April 28, correct?

19 A. Correct.

20 Q. Which would have been after your first
21 meeting with Mr. Derber?

22 A. Correct.

23 Q. And if you had indicated it was requested
24 on April 28, when did you actually obtain it?

1 A. April 28.

2 Q. Did you get it the same day?

3 A. Yeah, same date.

4 Q. When did you actually then go back and
5 begin the installation?

6 A. Um, uh, that day I believe. That
7 evening, I started on it.

8 Q. Okay.

9 A. Cutting holes in the, and putting it
10 together.

11 Q. Okay. When-- When is the date, if you
12 remember, was the first time that you understood that
13 CIPS was going to charge you money to, um, to
14 increase the amps at your house?

15 A. Um, well other than the triplex, which I
16 new from the beginning I would have to pay for over
17 one hundred feet, it wasn't till about two weeks
18 after I talked to Mr. Derber at my home that he had
19 called me back and told me it would cost at least two
20 thousand dollars, because it was going to be
21 classified as temporary.

22 Q. Okay. All right. And again, as you
23 indicated in answer to Judge Spears' questions, you
24 didn't, prior to spending this money, you did not get

1 anything in writing from CIPS? Am I right?

2 A. Correct.

3 Q. All right. Now did you only have the one
4 conversation with Mr. Murphey or Humphrey rather?

5 A. Um, I had talked to him three or four
6 times over the course of April before I, Mr. Derber
7 came out and talked to me.

8 Q. Okay. And did you know Mr. Humphrey
9 before?

10 A. Huh-uh, no.

11 Q. Did you only talk to him on the
12 telephone?

13 A. Correct.

14 Q. And this was a call made by you in to
15 CIPS?

16 A. Correct.

17 Q. Did Mr. Humphrey caution you about, um,
18 retaining or employing an electrician to do all of
19 this work because of the danger involved and the
20 complexity of doing this?

21 A. Yes, he did.

22 Q. He did?

23 A. I told him that I would have an
24 electrician inspect it after I had completed putting

1 it together before they came out to attach the
2 service.

3 Q. Did you have an understanding from Mr.
4 Humphrey that, that he couldn't commit to providing
5 service, that you would first have to talk to Mr.
6 Derber?

7 A. No.

8 Q. Do you know how Mr. Humphrey is employed
9 by CIPS?

10 A. Um, all I know is he works in the Call
11 Center.

12 Q. And he answered the phone?

13 A. No, huh-uh. An operator answered the
14 phone, and I explained to her what I needed to do;
15 and she transferred me to him. I guess that is his
16 expertise or something.

17 Q. Okay. Um, let's see. May I have a
18 moment, your Honor?

19 THE COURT: Please.

20 MR. KAUFMANN: We don't have any further
21 questions for Mr. Sehahdeh. Thank you.

22 THE COURT: Just so that I'm clear then,
23 it appears there is about a two-week window here that
24 you claim after you got what you thought was some

1 understanding of what was going to happen before you
2 found out that it was going to be a couple of
3 thousand dollars charge?

4 A. Right.

5 THE COURT: Is your testimony that all of
6 these expenditures were made and all of your work was
7 completed within those two weeks?

8 A. Yeah. Uh, for the initial purchase. But
9 there were some other things bought in the end of May
10 and beginning of June to correct the problem so I
11 could have a two hundred.

12 THE COURT: But those aren't included in
13 these bills?

14 A. Yeah, they are.

15 THE COURT: Okay. What our those? How
16 much are those?

17 A. Um--

18 THE COURT: It would be the bills for May?

19 A. For May?

20 THE COURT: Okay. For example, the first
21 two bills are eleven twenty-two thirty-nine and three
22 twenty-one seventy-five. And the order date on those
23 are April 21 and 28.

24 A. Correct.

1 THE COURT: Okay? Then the later ones,
2 you have a May 23 order date, and a June 5 order
3 date, and a June 14 order date.

4 A. Correct.

5 THE COURT: Now those were done so that
6 you could accept the two hundred service instead of
7 the one hundred?

8 A. Correct.

9 THE COURT: So that I'm clear here, is it
10 true then that what you are actually out are these
11 first two?

12 A. Um, all of those, yeah. Um, and on the
13 other receipts, there is one from Lowes also, um,
14 everything except for the two hundred amp disconnect,
15 which is on one receipt with fuses and a meter base,
16 which is three hundred dollars. That I still have
17 there, and that is being used currently. But
18 everything else, I'm out. I mean, connectors and
19 cables, because the cable was cut to length. I can't
20 take that back.

21 THE COURT: Is it your testimony that if
22 you knew at the beginning that all you could get for
23 just the minimal cost was the two hundred amp
24 service, that you would not have taken that or done

1 any of this at the beginning?

2 A. I knew that the two hundred amp was
3 provided free of charge. But in order to have the
4 Christmas lights, I had to combine a four hundred
5 with the two hundred for the house, so I'm not
6 charged for a separate temporary service.

7 THE COURT: Is it your testimony you would
8 not have incurred the additional expense to you
9 needed to go to the two hundred if you knew that was
10 all you could get?

11 A. Correct. Yeah. Because I looked into
12 renting a generator and lots of different options;
13 and that was the cheapest thing to do was go ahead
14 and spend the money for a six hundred. In the long
15 run, it would end up saving me money.

16 THE COURT: So the later expenses were
17 just to have some use of the expenditure that you had
18 made?

19 A. (Nodded affirmatively).

20 THE COURT: Is that right?

21 A. Correct.

22 THE COURT: Do you have any follow-up to
23 that?

24 MR. KAUFMANN: I don't, your Honor.

1 THE COURT: All right. You can step down.

2 Okay. Anything else that you had?

3 PENNY SHEHADEH: No.

4 THE COURT: Is that-- So you were
5 really-- Were you in this?

6 PENNY SHEHADEH: Right. I told my son when
7 he went into this, I said, "Do your homework. Find
8 out how much it is going to cost you, and go from
9 there."

10 THE COURT: Okay.

11 PENNY SHEHADEH: Then cause--

12 THE COURT: Did you have some actual
13 conversations with some of the CIPS people?

14 PENNY SHEHADEH: Well, Mr. Derber.

15 THE COURT: All right.

16 PENNY SHEHADEH: We have talked. And then
17 I did call Bob Gibbs, because I asked Mr. Derber when
18 they came back--

19 THE COURT: Hold on. Now is this after
20 the fact, or is this before the fact?

21 PENNY SHEHADEH: During.

22 THE COURT: During the fact?

23 PENNY SHEHADEH: Oh, you mean from the very
24 beginning?

1 THE COURT: Why don't we just swear you in.
2 Why don't you just raise your right hand and take the
3 stand.

4 PENNY SHEHADEH: Okay.

5

6

7

8 P E N N Y S H E H A D E H

9 was duly sworn upon her oath, was examined, and
10 testified as follows, to-wit:

11 EXAMINATION BY

12 THE COURT

13 THE COURT: All right. You are-- State
14 your name for the record.

15 A. Penny Shehadeh.

16 THE COURT: What involvement, if any, did
17 you have in this transaction?

18 A. I talked to Mr. Gibbs, yeah, well, Mr.
19 Derber first of all.

20 THE COURT: When was that? Do you recall?

21 A. It was after they came back and told
22 Jamal that they would not provide the service that
23 they had promised at first.

24 THE COURT: Okay. What was said during

1 that?

2 A. I said, "You know, Mr. Derber, you told
3 him, you gave him the booklet how to do it, and you
4 gave him the instructions." And I, I asked him at
5 that time, "Is there anything he could do"? And he
6 said, "No." I said, "Well, who is your boss?" And
7 that is when he said Mr. Gibbs. And I did call Mr.
8 Gibbs at that time, Bob Gibbs.

9 THE COURT: Did he deny that he had told
10 your son that?

11 A. No, he never denied it.

12 THE COURT: Did he admit that he told your
13 son that?

14 A. No, he never admitted it.

15 THE COURT: Okay. And so then what did
16 you do?

17 A. I called Mr. Gibbs. And again he said
18 that he has to justify like every expenditure they,
19 you know, put out, they have to justify it, and that
20 there is nothing that they could do.

21 THE COURT: Okay. Well, who is this--
22 There was something you said to me as you related
23 this earlier that somebody said, well, he has a
24 different boss, or something like that?

1 A. Correct. Um, what we meant by that is
2 Mr. Humphrey told my son something, and then Derber,
3 and at that time I think it was Mr. Derber, was it,
4 said, well, he answers to --

5 THE COURT: Who is he saying that to?
6 Him?

7 A. Yes.

8 THE COURT: All right. What was that
9 about?

10 A. He answers to a different boss.

11 JAMAL SHEHADEH: When I asked him about
12 what Mike Humphrey had said about the service, I
13 couldn't be charged for it if it was all through one
14 meter--

15 THE COURT: Who are you talking with now?

16 JAMAL SHEHADEH: Derber. I asked him about
17 that. He says, "Well, I have to answer to a
18 different boss than Humphrey."

19 THE COURT: Okay. Anything else, other
20 conversations that you had with any CIPS people?

21 PENNY SHEHADEH: No.

22 EXAMINATION BY

23 MR. STEPHEN KAUFMANN

24 ON BEHALF OF CIPS

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