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BEFORE THE  
ILLINOIS COMMERCE COMMISSION

ILLINOIS COMMERCE  
COMMISSION

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IN THE MATTER OF:

MALGORZATA SZAVNA

v.

No. 11-006

NORTHERN ILLINOIS GAS COMPANY

Complaint as to billing/charges  
In Joliet, Illinois.

Brief of Complainant Malgorzata Szayna

Complainant Malgorzata Szayna respectfully submits the following brief in support of her complaint against Northern Illinois Gas Company ("NICOR").

Complainant relies on the transcript of the testimony and the exhibits introduced at the hearing held on this matter on July 14, 2011.

NICOR failed to set up the account in my name in 2002 when I purchased an apartment property at 315 N. Chicago Street in Joliet, Illinois. The account was set up under the name Margaret Botto, a name I have never used. I tried for years to correct it and even hired a lawyer to help me but with no success.

In 2004 I received the first bill dated April 27, 2004 for \$ 0.00. See Complainant Exhibit 1. I immediately contacted customer service and was told that there is \$0.00 in computer and I must wait for next month's bill. This bill arrived and included a late fee of \$17.39 for not paying the \$0.00 bill for the previous month. Complainant Exhibit 3. I immediately contacted customer service, paid the full bill and was promised that late fee will be credited to my account. It never happened.

On April 27, 2005 I again received a \$0.00 bill. Complainant Exhibit 4. I contacted customer service and got the same answer – a computer error and I must wait for the next bill. Complainant Exhibit 5. The next bill was issued June 23, 2005 and included \$34.33 in late fees. Complainant Exhibit 6. I paid the bill for gas but not the late fee. I contacted customer service but this time I was told to pay the late fee and the e-mail response was very rude. Complainant Exhibits 7 and 8. I continued to pay my gas bill but did not pay the late fee. Complainant

Exhibits 9 and 10. From this time forward, I became enemy number 1 to NICOR and I was subject to the following unlawful and unjust actions by NICOR:

- My account was moved to “a special division” and I could no longer obtain account information by phone through customer services.
- Several monthly payments for gas usage totaling several thousand dollars were transferred to an escrow account instead of payments for service.
- Monies that were escrowed were again billed to my account with penalties and fees attached.
- Future payments were always claimed to be late even when I made them by certified mail with signature. Complainant exhibit 15.
- NICOR refused to read my, as well as my tenants’ gas meters.
- When they stopped billing me by mail, I paid estimated usage charges by accessing my account on the internet.
- Tenants in my building “suffered” all possible roadblocks when establishing their own accounts.
- NICOR posted “red tags” of a delinquent account on my building, frightening tenants.
- Attempts by my attorney to straighten out the situation were ignored.
- During Court proceedings, my account was terminated, thus I had no way of paying for gas services thereafter (see below).

I desperately tried to get help from City, County and State government organizations:

- Inquiring about the problem to the Illinois Commerce Commission by phone, I was informed that it was a civil matter to be handled by the Court system.
- Filing a complaint in Court against NICOR resulted in almost two years of “stalling tactics” by Defendant’s many attorneys, delaying matters indefinitely.
- While the case was ongoing in Court, Nicor removed my account from their computer, thus ending my on-line access and the last way for me to pay my bills, albeit estimated as they were.
- Finally, unbeknown to me, the case was dismissed as not being under the jurisdiction of the Court.

At this point the final onslaught began. All was happening with “quiet approval” of the City, County and State authorities.

The final blow came in August 2010, a few weeks before the start of the heating season. NICOR entered my building “by force” with approval of a police officer (who falsely advised me by phone that NICOR had a “court order”; I found that there is no Court order on record). NICOR confiscated the gas meter for the building heating system, removing the last evidence of gas usage for all the years’ bills that were estimated. A few hours later I received a call from the

City Neighborhood Inspection Department (CNID) that “my building had no heat”, even though the official heating season didn’t start until September.

The phone call was followed by an inspection of the building, all occurring on the same day the meter was removed, only hours apart. The meter was removed about 9 A.M. The CNID called about noon and inspection took place the same day after lunch break, which resulted in a report stating that there was no cooking gas and no heat in the building. (Cooking gas meters are individually connected to every apartment and are the responsibility of the tenants.)

I needed to replace the heating system in my building because the heating season was rapidly approaching.

At this point I began to receive personal threats as a result of the actions taken by NICOR. Persons would call me with requests to immediately restart my gas service, or else they would “blow up” the building. Some of the calls originated from phone numbers assigned to NICOR.

The Joliet Building Department allowed me to hire only an electric contractor who was “approved by the City”, and from the list of bidders, I was coerced into hiring a contractor who has since breached the signed contract. He did not finish the job leaving the building without adequate heating in the winter. He has billed me for \$15,000 more than the contract price.

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In December, 2005 and January, 2006 my gas payment, without my permission or prior knowledge, was impounded and used as security deposit instead of being credited to my account. From that time onward, all my payments “were acknowledged by NICOR as being received after the due date, regardless of how many days in advance I would send them. Complainant Exhibit 13. NICOR was unable to produce any documents showing a demand for a deposit payment. Hearing transcript of July 14, 2011 at p. 76.

I stopped receiving any bills form NICOR, and the gas usage was estimated, never calculated based on actual readings. When I called to NICOR Customer Service I was informed that my account had been moved to special unit which was the only place where I could get information on how much I owe NICOR. After several calls to Customer Service they suggested that I could get my current usage from the online network. During that time I and my attorney, Mr. Zumstein, were trying to resolve the situation but without any success. I was paying gas usage based on estimated meter readings posted on the network and mailing every payment by certified mail to ensure a timely arrival of my payments. Complainant Exhibits 14 and 15.

In 2007 I filed a court case against NICOR in Will County Court, at the advice of an ICC representative.

During 1 1/2 years in court, NICOR Gas changed attorneys 5 times and did not make any attempt to resolve the matter. NICOR was simple dragging out the case to exhaust my financial resources.

My account “disappeared” from the computer in November 2007, and I lost the ability to even know the amount I needed to pay for my gas usage.

Without warning in August 2010 NICOR called me and requested access to the gas meters in order to remove the main gas meter which provides the heat for all apartments. On August 8 2010 NICOR removed the main gas meter, thereby removing the **last evidence of my gas usage over the 5-year period in question**. On the same day Neighborhood Services of Joliet called me indicating that they posted a NO OCCUPANCY permit as a result of NICOR informing them that gas service for heating and cooking gas to my building had been discontinued. This notice was posted in August more than a month prior to the heating season. Every tenant had his/her own gas meter for cooking. Nevertheless a NICOR representative advised me on March 8<sup>th</sup> 2011 that tenants could not have cooking gas when the main meter was removed. That means that the main meter not only measures my usage of gas for the heating system but also all gas used individually by my tenants. Therefore gas used by my tenants was paid twice to NICOR -- once by me through my meter and additionally billed to each tenant separately for their apartments.

Tenant’s meters that were removed in August 2010 from the building were never returned by NICOR despite all efforts from me and new tenants. I had to replace the cooking stoves to electric or keep apartments un-rented.

In March 2010 I gave NICOR another key to the room where gas meters are located (Mr. Padron signed for the key). Complainant Exhibit 17. By terms of the written agreement, the use of the key was limited to reading the gas meters, but what NICOR proceeded to do was remove the meter for Apt#2 when the new tenant called to establish a new account. NICOR refused the new tenant service, first claiming that they have no access to the room and then claiming that they did not know where or how to install the meter!

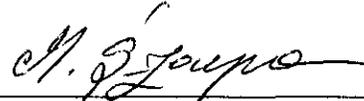
As of July 14<sup>th</sup> several tenants were still without gas service.

RELIEF REQUESTED

I request the following relief:

1. Immediate reinstatement of gas service and replacement of gas meters at NICOR's expense at 315 N. Chicago street in Joliet, Illinois.
2. Elimination of all late charges and penalty charges for gas service 315 N. Chicago street in Joliet, Illinois.
3. Return of all escrow deposit money charged by NICOR for gas service at 315 N. Chicago street in Joliet, Illinois.

Respectfully submitted,



Malgorzata Szayna, Pro Se

I certify that a copy of the foregoing was sent by US Mail to Paul Padron, counsel for NICOR, at 1844 Ferry Road, Suite 7W, Naperville, Illinois 60563.

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

MALGORZATA SZAYNA  
Petitioner,

vs.

NORTHERN ILLINOIS GAS COMPANY )  
d/b/a/ Nicor Gas Company )  
Nicor )  
Respondent, )

Docket No. 11-0006

**CERTIFICATE OF SERVICE**

I certify that on the 24<sup>th</sup>..... day of ...October..... 2011. I sent the copy of Closing Brief to every party in this case by certified mail with postage fully prepaid.

M. Szayna  
.....

**SIGNATURE**



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