

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION, FIRST DISTRICT

ALBERT and JOYCE BRUNSTING,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 11 M1 _____
)	
COMMONWEALTH EDISON COMPANY,)	Plaintiffs Demand Trial By Jury
)	
Defendant.)	

LH1

COMPLAINT AT LAW

NOW COME the Plaintiffs, ALBERT and JOYCE BRUNSTING, by and through their attorneys, SNECKENBERG, THOMPSON & BRODY, LLP, and hereby allege the following as their Complaint at Law against the Defendant, COMMONWEALTH EDISON COMPANY:

COMMON ALLEGATIONS

1. The Plaintiffs, ALBERT and JOYCE BRUNSTING (hereinafter referred to as "Plaintiffs" or "Brunstings"), own and reside at the subject property located at 25 W282 Gunston Avenue in Naperville, Illinois 60540.
2. The Defendant, COMMONWEALTH EDISON COMPANY, is an electrical utility company licensed to do business in the State of Illinois, with corporate offices located at 440 South LaSalle Street in Chicago, IL 60605.
3. At all times relevant, the Defendant, COMMONWEALTH EDISON COMPANY, was the electrical utility company providing the electric power service to the subject Brunsting residence.

4. At all times relevant, the Defendant, COMMONWEALTH EDISON COMPANY (hereinafter referred to as “Defendant” or “ComEd”), owned, installed and operated the electric utility equipment and the electrical power lines which were connected to and delivered electricity to the subject Brunsting property.

5. At all times relevant, the Defendant, ComEd, had a duty to properly maintain, inspect and test, and to properly operate the electric utility equipment, transformers, neutral lines, and the electrical power lines which were connected to and delivered electricity to the subject Brunsting property.

6. On or about December 16, 2009, a fire occurred at the subject premises.

7. The fire occurred as a result of the failure of the ComEd equipment.

8. The fire occurred as a result of ComEd failing to properly maintain, test and/or operate their equipment.

9. The fire occurred as a result of ComEd’s neutral wire becoming energized.

10. As a result of the fire, the subject premises sustained damages in excess of \$110,000.00.

11. As a result of the fire, the Plaintiffs also sustained damages to their personal property and damages in additional out-of-pocket expenses.

12. The Plaintiffs recovered certain monies and damages from their insurer, Illinois Farmers Insurance Company.

13. The Plaintiffs sustained damages in excess of the payment from their insurer and therefore have sustained uninsured losses.

14. Plaintiffs provided Formal Notice to the Defendant of the fire and an investigation ensued.

15. ComEd accepted liability for the fire and damages to the Brunsting home.

16. ComEd paid Illinois Farmers Insurance for their subrogation damages and for the monies paid on the claim for the Brunsting property damages, but not for any uninsured losses of the Brunstings themselves.

17. As part of the Release on the aforementioned subrogation claim, the Plaintiffs' personal claims for any uninsured losses and out-of-pocket expenses were excluded.

18. ComEd paid for the remainder of the claims and damages paid for by Illinois Farmers Insurance Company.

COUNT I
Negligence

1-18. Plaintiff hereby restates and realleges Paragraphs 1-18 of the Common Allegations above as Paragraphs 1-18 of Count I, as though fully set forth herein.

19. At all times relevant, it was the duty of the Defendant to exercise reasonable care in its conduct and actions, and in its installation, maintenance, inspection and testing of its power lines and equipment, and to prevent the existence of dangerous conditions related to its power lines and service to its customers and their homes, and to prevent harm to others, including the Plaintiffs and the Plaintiffs' property.

20. Notwithstanding the aforementioned duties, the Defendant breached its duties and was negligent in one or more of the following ways:

- a. Failure to properly and safely maintain its equipment, its transformers and its neutral wires which provided service and/or connections to the subject premises;
- b. Failure to properly implement the appropriate safety devices and safety measures to protect the customer against harm from an energized neutral and/or a transformer failure;

- c. Failure to properly follow safety measures designed to discover the existence of a transformer failure and/or an energized neutral wire; and
- d. was otherwise negligent in its conduct or actions or inaction in its installation, maintenance, inspection, safety devices, safety measures, testing or equipment failure providing service to and/or connecting to the subject premises.

21. As a result of ComEd's conduct and/or omissions and negligence, a fire occurred at the subject premises that caused severe damage to the property therein.

22. The fire was a direct result of and was proximately caused by ComEd's negligence.

WHEREFORE, the Plaintiffs, ALBERT and JOYCE BRUNSTING, hereby request that this Honorable Court enter Judgment in favor of the Plaintiffs and against the Defendant, COMMONWEALTH EDISON COMPANY, in the amount of \$30,000.00, and for the costs of this suit, and for all other relief which this Court deems just.

COUNT II
Res Ipsa Loquitur

1-22. Plaintiff hereby restates and realleges Paragraphs 1-22 of Count I above as Paragraphs 1-22 of Count II, as though fully set forth herein.

23. A neutral wire, such as the subject neutral wire, does not and should not ordinarily become energized in the absence of negligence.

24. The transformer failure, as may have occurred in this case, does not and should not ordinarily fail in this manner in the absence of negligence.

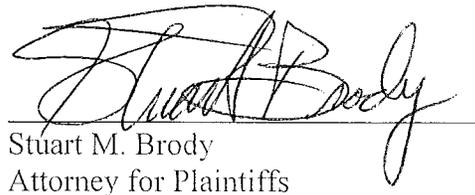
25. The electric utility service does not and should not ordinarily cause a surge into the customer's home with such power to cause a fire as in this case in the absence of negligence.

26. This incident does not and/or should not occur in the absence of negligence.

27. The Defendant, ComEd, was in the exclusive and/or primary control of the installations, operation, maintenance, inspection and testing of all of the subject equipment and the electrical power lines which were connected to and delivered electricity and providing service to the Brunsting property.

28. Therefore, it is appropriate that Plaintiffs recover on this case under the doctrine of *Res Ipsa Loquitur*, and that ComEd be found liable for the damages incurred herein.

WHEREFORE, the Plaintiffs, ALBERT and JOYCE BRUNSTING, hereby request that this Honorable Court enter Judgment in favor of the Plaintiffs and against the Defendant, COMMONWEALTH EDISON COMPANY, in the amount of \$30,000.00, and for the costs of this suit, and for all other relief which this Court deems just.



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