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BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
FRED CHAMANARA,)
)
Complainant,)
)
vs.) No. 11-0744
)
REALGY, LLC, d/b/a)
REALGY ENERGY SERVICES; and)
COMMONWEALTH EDISON COMPANY,)
)
Respondents.)
)
Complaint as to billing/)
charges in Chicago, Illinois.)

Chicago, Illinois
March 14, 2012

Met, pursuant to adjournment, at 1:00 p.m.

BEFORE:

Ms. Leslie D. Haynes, Administrative Law Judge

APPEARANCES:

MR. FRED CHAMANARA
1418 North Lake Shore Drive
Apartment 28
Chicago, IL 60610
(312) 664-6272
appearing pro se;

1 APPEARANCES (cont.):

2 HOWARD & HOWARD ATTORNEYS, PLLC, by
3 MR. W. MICHAEL SEIDEL
4 200 South Michigan Avenue
5 Suite 1100
6 Chicago, IL 60604
7 (312) 372-4000
8 for Realgy, LLC;

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21 MR. MARK L. GOLDSTEIN
22 3019 Province Circle
Mundelein, IL 60060
(847) 949-1340
for Commonwealth Edison Company.

21 SULLIVAN REPORTING COMPANY, by
22 Jean M. Plomin, CSR, RPR
License No. 084-003728

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I N D E X

<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-</u> <u>direct</u>	<u>Re-</u> <u>cross</u>	<u>By</u> <u>Examiner</u>
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None.

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
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None.

1 JUDGE HAYNES: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call
3 Docket 11-0744. This is the complaint of Fred
4 Chamanara versus Realgy, LLC, d/b/a Realgy Energy
5 Services, and Commonwealth Edison Company, complaint
6 as to billing/charges in Chicago, Illinois.

7 May I have the appearances for the
8 record, please, starting with you, Mr. Chamanara.

9 MR. CHAMANARA: Fred Chamanara.

10 JUDGE HAYNES: And your address.

11 MR. CHAMANARA: 1418 North Lake Shore Drive,
12 Apartment 28, Chicago, Illinois, 60610. That's my
13 home address.

14 JUDGE HAYNES: That's good enough. That's
15 fine. Thank you.

16 MR. SEIDEL: W. Michael Seidel from the law
17 firm of Howard & Howard Attorneys, PLLC, 200 South
18 Michigan Avenue, Suite 1100, Chicago, Illinois,
19 60604, appearing on behalf of Realgy, LLC.

20 MR. GOLDSTEIN: For Commonwealth Edison
21 Company, Mark L. Goldstein, 3019 Province Circle,
22 Mundelein, Illinois, 60060. My telephone number is

1 (847) 949-1340. With me this afternoon is Erin
2 Buechler of ComEd.

3 JUDGE HAYNES: Thank you.

4 Okay. Mr. Seidel, I don't know if you
5 had an opportunity to review the transcripts of these
6 prior hearings, but last time I believe it stood that
7 we were -- it looked liked it was just going to be
8 going to evidentiary and I didn't want to pick a date
9 for that without the respondent having an attorney or
10 knowing when the attorney would be available for
11 that.

12 So are you familiar with this? Did
13 you want to say something?

14 MR. SEIDEL: I read -- was the transcript the
15 February 9th hearing?

16 JUDGE HAYNES: I think that was the last one.

17 MR. SEIDEL: Yeah, I read that.

18 JUDGE HAYNES: Okay.

19 MR. SEIDEL: So I talked to Mr. Goldstein, and
20 he advised me that he had provided all his client's
21 records to my client. My client tried to send the
22 records to me, but apparently it was in excess of

1 their mailbox limits so I didn't get all of them.

2 JUDGE HAYNES: Okay.

3 MR. SEIDEL: So there's some documents I still
4 need to review, and there might be some discovery
5 that I would want to do.

6 JUDGE HAYNES: Okay. On the complainant.

7 MR. SEIDEL: Right.

8 JUDGE HAYNES: Okay.

9 MR. SEIDEL: It could be Commonwealth Edison,
10 but I imagine when I see the documents, I'll probably
11 learn that I don't need any.

12 JUDGE HAYNES: Okay. Mr. Goldstein, have you
13 provided all your papers to Mr. Chamanara as well?

14 MR. GOLDSTEIN: Yes, I did, by letter dated
15 February 15, 2012.

16 JUDGE HAYNES: Okay. So there might be some
17 discovery that still needs to take place. And other
18 than that, would respondent be ready to go ahead with
19 an evidentiary hearing, or would you like to have an
20 opportunity to talk to the complainant today or...

21 MR. SEIDEL: Sure, I could talk to the
22 complainant for a little bit.

1 JUDGE HAYNES: Okay. Would you like to do --

2 MR. SEIDEL: We can talk about the evidentiary
3 hearing. I mean, if I get the data requests out in
4 the next 2 weeks and they have 28 days to respond,
5 that's, like, 6 weeks. And so a hearing would
6 probably be --

7 JUDGE HAYNES: End of April.

8 MR. SEIDEL: Two months from today.

9 JUDGE HAYNES: May.

10 MR. SEIDEL: May. Sometime in May probably.

11 JUDGE HAYNES: So, Mr. Chamanara, it sounds
12 like the respondent's attorney might want more
13 paperwork from you just to be sure he has all of your
14 records and everything you might be introducing when
15 we have an evidentiary hearing.

16 And so, Mr. Seidel, do you know if
17 your client has given all of their records to
18 Mr. Chamanara?

19 MR. SEIDEL: I don't know.

20 JUDGE HAYNES: Okay.

21 MR. SEIDEL: I think they may have, but I don't
22 know.

1 JUDGE HAYNES: Okay. Mr. Chamanara, have you
2 gotten your records from Realgy?

3 MR. SEIDEL: I didn't see anything in the
4 transcript really that indicated what he needed. But
5 we would provide him -- just as he's going to provide
6 us -- everything we intend to produce at the hearing
7 to him, also.

8 JUDGE HAYNES: Yeah. And, also, whatever files
9 you have regarding phone conversations because he has
10 different -- and so whatever records the company
11 keeps regarding Mr. Chamanara. And I don't know if
12 that's been produced yet.

13 So after the hearing ends, I could let
14 you have the room to discuss this matter. But other
15 than that, it sounds like maybe the only thing is to
16 discuss a date for an evidentiary hearing. And I
17 don't know what role ComEd will play at the
18 evidentiary hearing.

19 MR. GOLDSTEIN: We actually have discussed
20 this.

21 JUDGE HAYNES: Okay.

22 MR. GOLDSTEIN: And it just appears to us that

1 we would need somebody from the billing department to
2 explain the billing, how all that works.

3 JUDGE HAYNES: That would be great.

4 MR. GOLDSTEIN: How Mr. Chamanara and Bijan
5 Restaurant was charged for electric service.

6 JUDGE HAYNES: Okay.

7 MR. GOLDSTEIN: But that would be all we could
8 do.

9 JUDGE HAYNES: Okay. I think originally I had
10 you added because he was getting disconnect notices.
11 That has stopped, right?

12 MR. GOLDSTEIN: Yes.

13 JUDGE HAYNES: Okay.

14 MR. GOLDSTEIN: I hope it has.

15 MR. SEIDEL: This is more of a procedural
16 question, but I know that the utilities have a
17 purchase of receivables program. Is this one that's
18 been purchased?

19 My understanding is that Realgy's been
20 paid, and the reason you're seeking to disconnect
21 service is because you haven't been paid for that
22 month.

1 MR. GOLDSTEIN: That's probably true. I don't
2 know the answer to that question as we're sitting
3 here. We haven't looked at that part of it. We feel
4 that we're just tangentially in the proceeding. We
5 haven't done very much research to be honest. We
6 want to provide everything we have, but that's --

7 MR. SEIDEL: And I think you probably have.

8 MR. GOLDSTEIN: -- where we are.

9 JUDGE HAYNES: Okay. Mr. Chamanara, did you
10 have questions? Something you want to say?

11 MR. CHAMANARA: Yes. The question that I have
12 all this time -- this is the third time we've been
13 here regarding this. This entire dispute is one
14 month of the last year that Realgy says, just the one
15 period of one month they send to us. And after that
16 they provide energy to Bijan, my restaurant, Bijan
17 Restaurant. And after that, they disconnected. And
18 then two months later, I sign a contract with them to
19 provide -- which becomes July last year. They've
20 been giving us energy to my restaurant starting in
21 July.

22 What my biggest question is here,

1 what -- at any time anything that someone gives
2 anybody energy or buys something, say it should be on
3 a contract. Up to now every time I'm asking you what
4 kind of contract Realgy had with Bijan Restaurant
5 last year March that provides us energy.

6 I know it's from July up to now, they
7 have a contract with us every month, and I've been
8 paying them right as soon as I get the bill. But how
9 from the middle of nowhere they come over there, they
10 send the energy to us without having any kind of
11 contract, any kind of permission from Bijan
12 Restaurant while we are on a contract with Liberty
13 Company that's been doing it for, as a matter of
14 fact, four years. Until last July every month I used
15 to send them a check. And Realgy never provided me
16 the contract for that particular month that all this
17 dispute is which is the \$3,800 last year July. And
18 this minute I still did not get any kind of contract
19 from them. And that's my question is this.

20 JUDGE HAYNES: So to address that, so if the
21 company has any records of this, this needs to be
22 provided to the complainant before the hearing. And

1 so this goes to the discovery that's going to happen
2 before we go to evidentiary hearing. The attorney is
3 going to make sure that you get whatever records that
4 Realgy has.

5 MR. CHAMANARA: If they show me any contract
6 that I had with them last July -- last March, I'm
7 satisfied and I will pay them even if we paid another
8 company. It's okay. Because of my mistake, how can
9 I make a contract with one company when I have
10 already contracted with another company? Then we
11 have to pay it. If they don't have the contract,
12 then that shows their claim is false.

13 And as a matter of fact, as you
14 remember last time, when I've been talking to them
15 last year from March because I didn't want to have
16 this headache of coming back and forth, back and
17 forth, I talked with the lady in charge. Her name
18 was Nicole. And I have one letter right now from her
19 here that she says that, Okay, Fred, in case you sign
20 a contract with us, we forget about these things.
21 And I wish I would have had the record on the phone,
22 but I want to get -- if he comes back again, I would

1 like to have the record of my conversation with the
2 lady named Nicole who was in charge of the Bijan
3 Restaurant when she told me if I sign a contract with
4 Realgy, this matter is going to be dissolved.

5 JUDGE HAYNES: So you have a letter from
6 Nicole?

7 MR. CHAMANARA: I have one --

8 JUDGE HAYNES: Or an e-mail? Whatever you have
9 there, you need to provide a copy to Mr. Seidel.

10 MR. CHAMANARA: Yes.

11 JUDGE HAYNES: And, also, this is what I just
12 mentioned for discovery. If the company has records,
13 any phone calls with you, then they would provide
14 those to you before the hearing.

15 MR. CHAMANARA: Yeah. I had a conversation
16 with her.

17 JUDGE HAYNES: Okay.

18 MR. CHAMANARA: And I clearly remember that the
19 only -- the most Realgy can charge us is \$80. I
20 remember that word. He said something about just
21 re-enter or something like that, the best of my
22 recollection.

1 JUDGE HAYNES: This is something that we will
2 talk about --

3 MR. CHAMANARA: Last time.

4 JUDGE HAYNES: -- next time once Mr. Seidel
5 has -- once discovery has happened and we have the
6 evidentiary hearing.

7 MR. CHAMANARA: So you asked him to get a copy
8 of my conversation with Nicole, why am I -- again,
9 after when we sign a contract with Realgy again
10 she -- then after that as soon as I sign a contract,
11 I never was able to talk to her. Every time I
12 called, as soon as I -- well, I started getting this
13 bill from Commonwealth Edison and they threaten
14 they're going to shut off the electricity from Bijan
15 Restaurant.

16 And I tried to talk with Nicole, and I
17 say, What happened. I thought when I sign a contract
18 with you, there won't be no more problem with you.
19 But I never were able -- every time I call there,
20 they let me talk with someone else. I know Nicole is
21 still there. And I would like to get this
22 information in front of you.

1 JUDGE HAYNES: So who is the company going to
2 have as a witness?

3 MR. SEIDEL: I'm not sure yet. It might be
4 Laura LaRocco or it could be Michael Vrtis. I'm not
5 sure.

6 JUDGE HAYNES: And would they come here for the
7 hearing?

8 MR. SEIDEL: We're hoping to avoid that, if
9 possible.

10 JUDGE HAYNES: Okay. Generally we do require
11 people to come in person.

12 MR. SEIDEL: Except for staff.

13 JUDGE HAYNES: Except for staff.

14 MR. CHAMANARA: Can I ask Nicole be here,
15 please? Is that possible? Or on the phone. I know
16 they are in Connecticut. I don't want to push, make
17 it difficult, but at least she be on the phone. This
18 way we discuss these things.

19 JUDGE HAYNES: Mr. Seidel?

20 MR. CHAMANARA: Because I made a very bad
21 decision, disconnect myself with Liberty. After a
22 few years, they were -- you know, they were good with

1 us. And all of a sudden I discontinue -- did not
2 renew their contract, and I went with Realgy because
3 of what Nicole promised me. And I didn't get nowhere
4 and they got so mad at me, they won't even return my
5 phone call.

6 JUDGE HAYNES: Okay. Mr. Seidel, Nicole?

7 MR. SEIDEL: My understanding is that she would
8 not be familiar with the terms of the engagement.
9 But this is not an evidentiary hearing. I'd like to
10 go off the record for a minute.

11 JUDGE HAYNES: We can go off the record.

12 (Whereupon, a discussion was had
13 off the record.)

14 JUDGE HAYNES: Okay. So we've had a bit of a
15 discussion. I think part of it was just that
16 Mr. Seidel is going to make sure that the complainant
17 gets all of the records that the company has.

18 And I guess the issue that we didn't
19 finish addressing is my view generally that the
20 witnesses have to be here in person. But it sounds
21 like Mr. Seidel doesn't know yet what witnesses the
22 company would want to call and if that would be a

1 problem to get them here. So I don't know if --
2 generally my feeling is, yes, that the witness should
3 be in person. And beyond that, I don't know how your
4 client feels about that.

5 Is there something else, or are we
6 just picking a date now for evidentiary?

7 MR. SEIDEL: Do we need to put the dates about
8 discovery in there?

9 JUDGE HAYNES: Well, if you're going to have
10 more discovery that you're going to be sending to
11 Mr. Chamanara, we could put a date on that. I don't
12 know that Mr. Chamanara is going to be sending --

13 MR. CHAMANARA: I don't have anything to give
14 them, your Honor. Everything I've been telling to
15 the Court and brought whatever -- I don't have
16 anything else. If they're trying to get more of my
17 time and papers, I don't have anything else. For one
18 month, I say that -- I don't know what they want. I
19 don't want to have no deposition.

20 JUDGE HAYNES: No, we don't do deposition. And
21 I don't know -- I have a feeling that Mr. Seidel
22 probably doesn't know yet what he would be asking

1 for. But he would send you a letter, and then you
2 would just respond to it as best as you can.

3 MR. SEIDEL: If he doesn't have the
4 information, that's all you have to say.

5 MR. CHAMANARA: I don't have anything, sir. I
6 really don't.

7 MR. SEIDEL: Well, there was something you gave
8 to the Examiner today.

9 MR. CHAMANARA: Yes. There's one check I wrote
10 out to Liberty.

11 JUDGE HAYNES: So whatever --

12 MR. CHAMANARA: It wasn't easy, too. Believe
13 me.

14 JUDGE HAYNES: Is this the only copy of this?

15 MR. CHAMANARA: Pardon me?

16 JUDGE HAYNES: Is this the only copy of this?
17 Do you have your own?

18 MR. CHAMANARA: I can get a copy of it. I just
19 brought what the bank sent me, and I sent it to you.

20 JUDGE HAYNES: And this is the only one?

21 MR. CHAMANARA: Yes.

22 JUDGE HAYNES: Oh, I don't want this. I'll get

1 some copies made.

2 But he will send you a letter let's
3 say within the next two weeks if he thinks of
4 something he's going to ask from you. And if you
5 don't have it, you respond to him and tell him, I
6 don't have it.

7 MR. CHAMANARA: I don't have it. I'm telling
8 you in front of you I really don't have much. We
9 know it's one month of the electricity bill. What
10 else discovery he wants from us?

11 MR. SEIDEL: You said you had a written
12 agreement.

13 MR. CHAMANARA: Yes, I have a written
14 agreement.

15 JUDGE HAYNES: From July.

16 MR. CHAMANARA: July, starting in July. But
17 that's not in dispute.

18 JUDGE HAYNES: Last time I think they asked
19 about the Liberty contract. I don't know if you
20 found the Liberty contract. So have you looked for
21 the Liberty contract?

22 MR. CHAMANARA: The Liberty contract started in

1 July. I have it. I think --

2 JUDGE HAYNES: No, no. Liberty from two years
3 ago or whatever.

4 MR. CHAMANARA: Oh, two years.

5 JUDGE HAYNES: Liberty.

6 MR. CHAMANARA: Yes, yes, yes. I think I do
7 have it. That's good. As long as I give it to you,
8 this way save you not to write me a letter and I
9 don't have to -- I think I have Liberty. Yes, ma'am.
10 Allow me to -- actually, I'm glad I brought that
11 Liberty contract. Here you are, sir. This is my
12 Liberty contract. It started 6/2009 to 6/2011.

13 MR. SEIDEL: Do you have the Realgy contract?

14 JUDGE HAYNES: The July one?

15 MR. SEIDEL: Yeah. I thought he said he did
16 have it.

17 MR. CHAMANARA: The Realgy for the -- okay. I
18 think that I have only this thing from Commonwealth
19 Edison that I have that I send it. They okay us,
20 that we're switching from Liberty to Realgy. This is
21 what started -- Commonwealth didn't even put a date.
22 That's what's surprising.

1 JUDGE HAYNES: So I think that after we go off
2 the record --

3 MR. CHAMANARA: This one you can have if you
4 want it.

5 JUDGE HAYNES: We'll make a copy. What I'm
6 going to say is --

7 MR. SEIDEL: We need to give it to the Hearing
8 Examiner to make a copy.

9 JUDGE HAYNES: We'll make copies after we go
10 off the record of whatever --

11 MR. CHAMANARA: Yes, ma'am. I have a contract
12 with Realgy -- I mean for Liberty Power, goes through
13 July to June -- it says to June, end of June 2011.

14 JUDGE HAYNES: Okay. And we will get -- after
15 we go off the record, we'll get copies and provide
16 those to Mr. Seidel. And then he might ask for more.
17 I don't know.

18 MR. SEIDEL: It sounded like he said he had an
19 agreement with Realgy for the service beginning in
20 July --

21 MR. CHAMANARA: Correct.

22 MR. SEIDEL: -- but he doesn't have that with

1 him.

2 JUDGE HAYNES: He just said he did.

3 MR. SEIDEL: No, that's the Liberty contract.

4 JUDGE HAYNES: Oh, I don't know about --

5 MR. CHAMANARA: This is from Commonwealth
6 Edison.

7 MR. SEIDEL: It's just a letter from Edison.

8 MR. CHAMANARA: Sir, you should have it. I
9 mean, Realgy, I didn't know -- I do have it somehow
10 at home.

11 JUDGE HAYNES: It's not the period at issue, I
12 guess, is what the --

13 MR. CHAMANARA: You should have it, not me.
14 Why should me provide it?

15 MR. SEIDEL: That's what I was saying to you,
16 is that when you have a written contract, you usually
17 keep a copy of it.

18 MR. CHAMANARA: I'm sure I have, but not from
19 the July 6th up to now -- I mean to July 6th. I do
20 have it somehow. I didn't know that they need that
21 because --

22 JUDGE HAYNES: I think that after we go off the

1 record, we'll get your paperwork, we'll let you guys
2 talk if you want. But other than that, I think we
3 can just pick a day now for evidentiary. And I think
4 May works. Do Wednesday afternoons work? Does some
5 other time? I'm pretty open still in May so...

6 MR. SEIDEL: I will be contacting my client,
7 you know. I know they hope to participate by phone.
8 But if they have plans to be in Chicago for some
9 other purpose, then that might -- I'd like to try to
10 coordinate those plans so they wouldn't have to make
11 two trips. So we can pick a date and maybe they can
12 set up a date, you know, some other reason they have
13 to be in Chicago, they can be here for that date if
14 we do it far out, you know, out in May like that.

15 JUDGE HAYNES: Okay. How about the week of
16 May 7th?

17 MR. CHAMANARA: This is what I have between
18 Liberty and Realgy. I have it with Liberty, and then
19 after that I have it with Realgy. This is the
20 original with Liberty.

21 JUDGE HAYNES: Or May 2nd maybe.

22 MR. SEIDEL: That might be a little early.

1 JUDGE HAYNES: Okay.

2 MR. SEIDEL: Because we're going to try to get
3 discovery out in two weeks. And if he takes four
4 weeks to respond, that would be six weeks which would
5 be about May. I don't know. Just to make sure we
6 have time to get it all in. Maybe the end of May
7 would be better. Third week of May.

8 JUDGE HAYNES: The week of May 21st?

9 MR. SEIDEL: Uh-huh.

10 JUDGE HAYNES: Maybe May 23rd? The afternoon
11 of May 23rd?

12 MS. BUECHLER: That works.

13 MR. GOLDSTEIN: That's fine, Judge, as far as
14 we're concerned.

15 JUDGE HAYNES: Okay. At 1:00 o'clock again.

16 Is there anything else that should be
17 on the record?

18 MR. CHAMANARA: When was it?

19 JUDGE HAYNES: May 23rd at 1:00 o'clock.

20 MR. CHAMANARA: What day is that now may I ask?

21 MR. SEIDEL: Probably a Wednesday.

22 JUDGE HAYNES: Wednesday afternoon.

1 I remember the other thing we talked
2 about off the record. ComEd was going to look into
3 not doing the deposit request on Mr. Chamanara's
4 account.

5 MR. GOLDSTEIN: That's fine. We will do that.

6 JUDGE HAYNES: I think that was off the record
7 which is why -- okay.

8 MR. GOLDSTEIN: You certainly can memorialize
9 it on the record.

10 MR. CHAMANARA: I don't get anything from
11 Commonwealth Edison regarding disconnect for this
12 matter; is that what you told him?

13 JUDGE HAYNES: Right. And apparently part of
14 that \$8,000 is a deposit request. And I don't think
15 that that should be -- and I think ComEd agrees --
16 that because this has to do with this amount in
17 dispute, that shouldn't be on your account; there
18 shouldn't be a deposit request. So ComEd is going to
19 look into just making sure there's not a deposit
20 request on your account. And you shouldn't get
21 disconnect notices.

22 MR. CHAMANARA: And also in 30 years -- I don't

1 know how often after 30 years now they want some kind
2 of deposit.

3 JUDGE HAYNES: And they're not going to.

4 MR. CHAMANARA: Thank you.

5 JUDGE HAYNES: So May 23rd at 1:00 o'clock.

6 We're off the record.

7 (Whereupon, the above-entitled
8 matter was continued to May 23,
9 2012, at 1:00 p.m.)

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