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BEFORE THE

ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
FRANCES DAVIS)
)
-vs-) No. 11-0595
)
NORTHERN ILLINOIS GAS COMPANY)
d/b/a NICOR GAS COMPANY)
)
Complaint as to billing and/or)
charges in Bellwood, Illinois)

Chicago, Illinois

March 14, 2012

Met, pursuant to adjournment, at

1 o'clock p.m.

BEFORE:

MS. KATINA BAKER,
Administrative Law Judge

APPEARANCES:

MS. FRANCES DAVIS
1917 South 24th Avenue
Maywood, Illinois, 60153
appearing pro se

MR. PAUL PADRON
1844 Ferry Road, Suite 7W
Naperville, Illinois, 60563
appearing for Northern
Illinois Gas Company

1 JUDGE BAKER: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call Docket
3 11-0595. Frances Davis vs. Northern Illinois Gas
4 Company, d/b/a Nicor Gas Company. This is a
5 complaint as to billing and/or charges in Bellwood,
6 Illinois.

7 Could the parties please state their
8 name for the record beginning with counsel.

9 MR. PADRON: Paul Padron, P-a-d-r-o-n, for Nicor
10 Gas, 1844 Ferry Road, Suite 7W, Naperville,
11 Illinois, 60563. My phone is 630-388-3660. And
12 with me is Carlton Coleman from our customer
13 relations department.

14 JUDGE BAKER: Okay. Ms. Davis, what is your name
15 and address?

16 MS. DAVIS: Okay. Frances Davis, 1917 South
17 24th Avenue, Maywood, Illinois, 60153.

18 JUDGE BAKER: Is that Maywood or Bellwood?

19 MS. DAVIS: Maywood.

20 JUDGE BAKER: Oh, okay. Do you have on your
21 papers, counsel, Bellwood?

22 MR. PADRON: Let me double check here.

1 JUDGE BAKER: I'll amend it just on the record.

2 MR. PADRON: According to Nicor's data, it's
3 Maywood.

4 JUDGE BAKER: Okay.

5 MR. PADRON: And I'm looking on her actual
6 complaint, and it says --

7 MS. DAVIS: Maywood.

8 MR. PADRON: Maywood, yes.

9 JUDGE BAKER: I don't know why we have got
10 Bellwood on the --

11 MS. DAVIS: Because they were charging me. They
12 left my gas on and was charging me for Bellwood.

13 JUDGE BAKER: Oh, okay. Well, if that's the
14 case, I'm just going to leave it as it is.

15 It's my understanding that at this
16 point the parties have had an opportunity to discuss
17 the matter. They have come to some tentative
18 agreements.

19 Now just going forward, they have to
20 finalize a payment arrangement schedule; is that
21 correct?

22 MR. PADRON: Well, honestly, Judge, I don't know

1 if there's any agreement that has been made.

2 What we did tell Ms. Davis the last
3 time we met -- just to remind you, it actually was
4 the second time up. Ms. Davis failed to appear the
5 first time.

6 JUDGE BAKER: Right.

7 MR. PADRON: Then the second time up we called,
8 she was about 20 minutes late, but we happened to be
9 on another matter.

10 JUDGE BAKER: Sure.

11 MR. PADRON: We continued it. We had -- Carlton
12 and I did sit down and meet with Ms. Davis, and we
13 went over her materials that she had for us.

14 Carlton -- really Nicor needed to get
15 an actual read on her meter, because she has an
16 inside meter, and we didn't have an actual read for
17 awhile. We wanted to make sure that we knew exactly
18 how much gas had been used, so we got the actual
19 read yesterday, and the estimated read fell in line
20 nearly -- nearly perfectly with the actual read.

21 JUDGE BAKER: Okay.

22 MR. PADRON: Her estimated was a little bit lower

1 than the actual, but it's such a small difference on
2 top of it that we just simply waived it.

3 JUDGE BAKER: Okay.

4 MR. PADRON: So here's where we are right now.
5 The situation is that it's -- as far as Nicor -- as
6 far as the things that I have looked at and what
7 Ms. Davis has provided me with from Nicor's
8 perspective, there's really -- I don't want to say
9 no controversy. The fact is, according to our
10 records, she owes \$2,309.44. That's the total
11 amount that's outstanding right now.

12 JUDGE BAKER: Okay.

13 MR. PADRON: And whenever there's a situation
14 where -- where Nicor, you know, made a mistake or
15 where there was some error on Nicor's part, I always
16 feel I have always bent over backwards, at least try
17 to do something, to make -- to resolve the issue.

18 In this situation, it's a little bit
19 harder, because as far as -- as far as what I have
20 seen, not only from what Carlton provided me with,
21 also what Ms. Davis provided me with, it doesn't
22 appear that there are any issues. It appears

1 Ms. Davis has been unable to make a payment
2 regularly because of various reasons.

3 JUDGE BAKER: Okay.

4 MR. PADRON: So that outstanding balance is
5 \$2,309.44 outstanding balance. We are more than
6 happy to work out some payment arrangement -- a
7 monthly payment arrangement that hopefully she can
8 afford, whether that be, you know, a year or
9 whatever, that we can discuss.

10 I don't know if we need to discuss that
11 on the record, but that's something that Ms. Davis
12 and Carlton can do off the record, but that's where
13 we are, and I don't know how -- you know, how much
14 more we can do.

15 JUDGE BAKER: Right.

16 MR. PADRON: Set up some sort of payment
17 arrangement.

18 JUDGE BAKER: Okay. And what's your response to
19 that, Ms. Davis?

20 MS. DAVIS: Yes. I -- well, I would need a
21 payment arrangement, but I don't agree with the
22 \$2300. So, because they were billing me for almost

1 a year for what I spent, and I wasn't even there and
2 whatnot, like I said, I left owing \$700, which I
3 would have had 500 of it paid, but Nicor messed it
4 up and the LIHEAP program wouldn't accept the
5 payment.

6 JUDGE BAKER: Okay. Wait. Let's just stop right
7 there. So are you claiming that you weren't
8 occupying the address?

9 MS. DAVIS: No, and they knew that.

10 JUDGE BAKER: And --

11 MS. DAVIS: They did. And that's why -- that's
12 how I came into the complaint stage, because I'm
13 not -- like, wait a minute, why would you all cut my
14 gas off when it was called in --

15 JUDGE BAKER: When what was called in?

16 MS. DAVIS: -- when I called it in to shut the
17 gas off when I moved out of there.

18 JUDGE BAKER: And, counsel, what's the situation
19 with what she's claiming?

20 MR. PADRON: Again, there is a balance that was
21 transferred. The balance \$1,424.56 was transferred
22 from the Bellwood address.

1 JUDGE BAKER: Okay.

2 MR. PADRON: But we don't -- she claims that --
3 I'm assuming she's claiming that she called to have
4 it removed or -- sorry.

5 MS. DAVIS: I had my gas -- yes, I called to have
6 my gas turned off in my name.

7 MR. PADRON: Right. And then --

8 MS. DAVIS: When I moved from over there, I
9 didn't find out until I got a letter for the
10 Bellwood address when I found out that gas was still
11 on.

12 MR. PADRON: Okay.

13 MS. DAVIS: I have had no -- you know, no
14 knowledge of it, and then two months later they took
15 Mr. Taylor's (phonetic) gas bill, and, remember,
16 that's what the supervisor got it with him now. He
17 said I said take his bill and put it on my bill when
18 I didn't. I'm not paying for somebody else's bill
19 when I can't pay mine.

20 MR. PADRON: We removed that portion, that
21 charge.

22 MS. DAVIS: Oh, okay.

1 MR. PADRON: But the \$1,424.56 that was from the
2 previous address in Bellwood, 145 South 23rd Avenue
3 in Bellwood. That's strictly for the time where we
4 showed Ms. Davis on the service. We don't have any
5 record of customer contact shutting off the gas or
6 anything like that, and, unfortunately --

7 JUDGE BAKER: Let me ask you this, Ms. Davis.
8 When do you claim that you shut the gas off at the
9 Bellwood address?

10 MS. DAVIS: It was in August of 2010.

11 JUDGE BAKER: Why did you shut it off?

12 MS. DAVIS: Because I moved from there.

13 JUDGE BAKER: Okay. And can you prove that you
14 moved?

15 MS. DAVIS: Yes. I have proof. My landlord
16 where I moved from, she had really used her bill
17 because --

18 JUDGE BAKER: No. No. No. All I'm
19 asking -- listen to what I am asking. Do you have
20 proof that you moved? Do you have mail? Did you
21 start a new gas service at the --

22 MS. DAVIS: My gas -- this -- my light and gas

1 was included in my rent.

2 JUDGE BAKER: So you got a lease starting in
3 August 2010, correct --

4 MS. DAVIS: Yes. Yes. Yes. Yes. Yes.

5 JUDGE BAKER: -- at your new Maywood address?

6 MS. DAVIS: Yes, from Maywood to -- I had. So
7 from that address up until I got moved into the
8 1917.

9 JUDGE BAKER: How long were you at -- okay.

10 MS. DAVIS: Almost a year.

11 JUDGE BAKER: So you just moved this past August
12 again?

13 MS. DAVIS: Uh-huh. Yes. Yes.

14 JUDGE BAKER: Okay. And, I mean, counsel, if she
15 moved --

16 MR. PADRON: No. No.

17 MS. DAVIS: That's when I found out. That's what
18 I found out when I moved. When I moved last year in
19 August into the 1917, that's when I found out about
20 the Bellwood address that gas was still on.

21 JUDGE BAKER: Right. Let me ask you this,
22 counsel. That \$1400 is that only up until

1 August 2010?

2 MR. PADRON: Yes, that is correct.

3 JUDGE BAKER: Okay. So -- okay. Just so I'm
4 understanding everything, there's no contention then
5 that she moved out? You weren't aware that she
6 moved and the meter -- she was still incurring
7 costs?

8 MR. PADRON: That's correct. That last time that
9 we were at ICC, she brought a copy of the lease for
10 the Maywood address showing she moved out in 2010.

11 JUDGE BAKER: So then -- okay. So do you
12 understand that, Ms. Davis, that \$1400 they're
13 claiming you owe that is only up until when you
14 moved out in August of 2010, so they have not billed
15 you past when you lived there? Do you understand
16 that?

17 MS. DAVIS: No. That's where the 1400 came from.

18 JUDGE BAKER: Listen to me. The \$1400 is
19 from prior to August 2010. So when you moved
20 out --

21 MS. DAVIS: My bill was only \$700. It couldn't
22 have been because my bill was only \$700.

1 JUDGE BAKER: What's your response, counsel?

2 MR. PADRON: You know what, maybe what we can do
3 is at this point, because we haven't had a chance to
4 actually talk about a payment arrangement with
5 Ms. Davis, maybe the best thing to do at this point
6 is to give her a statement, and the statement can
7 show all of the charges that were incurred at what
8 address and include --

9 JUDGE BAKER: You'll sit down and go over this
10 with her so that she understands.

11 MR. PADRON: Carlton will.

12 JUDGE BAKER: Okay. Great. So when do you want
13 to set this out for?

14 MR. PADRON: Whenever is suitable.

15 JUDGE BAKER: Shall we say -- do you think we can
16 do it in three weeks or like the week of the 9th?
17 How about the 11th?

18 MR. PADRON: You know --

19 JUDGE BAKER: No.

20 MR. PADRON: -- Carlton is telling me he's gone
21 and I'm gone the week after.

22 JUDGE BAKER: Then I'm moving the week after.

1 MR. PADRON: You are moving the week after?

2 JUDGE BAKER: Yes.

3 MR. PADRON: So --

4 JUDGE BAKER: Okay. How about the first week in
5 May?

6 MR. PADRON: The first week in May?

7 JUDGE BAKER: How about the 2nd?

8 MR. PADRON: That's fine. May 2nd is a
9 Wednesday. That's fine.

10 JUDGE BAKER: Okay. So we are going to continue
11 the matter until May 2nd at 11 o'clock.

12 MR. PADRON: Great.

13 JUDGE BAKER: Did you want to do 1, counsel?

14 MR. PADRON: I'm sorry?

15 JUDGE BAKER: Did you prefer 1?

16 MR. PADRON: May 2nd at 1.

17 JUDGE BAKER: We can do the 1.

18 MR. PADRON: Yes. Actually 1 would be better if
19 that's okay.

20 JUDGE BAKER: So we are going to continue
21 this -- and you will get notice, Ms. Davis -- until
22 May 2nd at 1 o'clock.

1 MS. DAVIS: Okay.

2 MR. PADRON: In the meantime, your Honor, I'll
3 make sure that we send Ms. Davis the statement and
4 then I'll be sure that we speak -- Nicor talks with
5 her about the statement and try to work out whatever
6 we can. And if there's -- if we can resolve
7 anything, I'll certainly let you know.

8 JUDGE BAKER: Okay. What is the telephone number
9 to contact her?

10 MR. PADRON: The number -- pardon me. It was
11 6 -- I'm sorry.

12 MS. DAVIS: 708-955-7588.

13 JUDGE BAKER: Okay. And we'll be calling you
14 again on the telephone on that date as well,
15 Ms. Davis.

16 MS. DAVIS: Okay. Thank you all so very much.

17 JUDGE BAKER: Okay. Have a good day.

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1 MR. PADRON: All right. Thank you.

2 MS. DAVIS: Thank you.

3 (Whereupon, the above
4 matter was adjourned,
5 to be continued to
6 May 2, 2012 at 1 o'clock
7 p.m.)

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