

LOCATION OF UNREQUESTED BILLING NIGHT LIGHT

5. In front of my property, connected to a city utility pole, was a night light attached to the utility pole requested by the previous owner of resident 3029 E. Linden Ave., Springfield, IL.

6. This night light service was being billed to my billing statement without my knowledge.

7. Upon acknowledging the billing error of unrequested electrical lighting service from the night light, I called Ameren Illinois customer service department to inquire why I was being billed for services I did not request.

8. Ameren Illinois customer service representative acknowledged that the night light service was requested a few years before I purchased the home by the previous owner, Ms. Ida C. Kopp.

9. Ms. Ida Kopp, 86 years old, requested the services before 2007 for the resident of 3029 E. Linden Ave., Springfield, IL. I, Lydia Mahr, purchased the property May 19, 2008.

10. After indicating that the night lighting service was not one of my requests, and I was not interested in the service, I inquired about a reimbursement or credit for charges related to the night lighting service.

11. Ameren Illinois' customer service representative stated that it would be difficult to do, and she didn't have the power to reverse the charges. She stated that only management could resolve this problem, and they probably would not resolve the matter.

12. After several attempts in 2010 and 2011 of resolving this billing error, I felt it was a futile effort of resolving the issue without addressing it to an executive of Ameren Illinois.

13. The turning point came when I realized that the billing error was an issue, and the night light service didn't operate properly, if at all. There were several months that the light was not on at all.

14. Frustrated with Ameren's customer service, I began addressing the issue to Ameren's customer service representatives of paying for something I didn't request or was not in service.

15. The more I requested to discuss this matter with higher management, the more I was misled with whom I could discuss it with to resolve the matter. It became an almost impossible task to address billing error problems or any issues to Ameren's management department.

LETTERS ADDRESSING THE ISSUE TO AMEREN'TOP MANAGEMENT

16. On November 7, 2011, a letter was sent via e-mail and mail to Ronald D. Pate, V.P. Customer Service, Ameren Illinois, 300 Liberty St., Peoria, IL 61602. (Exhibit A)

17. The letter to Mr. Ronald D. Pate addressed the billing error issues and possible resolutions.

18. This document sent to Mr. Ronald D. Pate was referred to Ms. Chelsea Nichols, Ameren's Customer Account Supervisor, Ameren Corporation, 300 Liberty St., Peoria, IL 61602.

19. On December 1, 2011, an e-mail was sent to Ms. Chelsea Nichols addressing Ameren's billing error with Ms. Mahr's Ameren customer account number for reference. (Exhibit B)

20. After receiving this document, Ms. Chelsea Nichols agreed in a telephone conversation to credit Ms. Mahr's account with \$400.00.

21. A short period later, Ms. Nichols recanted her offer of \$400.00 for some unexplainable reason.

22. The following year of January 9, 2012, another letter and e-mail was sent to V.P. Ronald D. Pate explaining how this unresolved issue had been purposely mishandled by Ameren's management department. (Exhibit C)

AMEREN'S CUSTOMER (TERMS AND CONDITIONS) AGREEMENT AND REPRESENTATIVES NEGLIGENCE

23. On May 19, 2008 Lydia Mahr entered into a contract with Respondent, Ameren Illinois, in which Ameren Illinois agreed to provide utility service for the property located at 3029 E. Linden Ave., Springfield, IL 62702.

24. This verbal contract agreement was for gas and electric services to the home of the above resident, and not any other service not requested.

25. Under the terms of the contract agreement, Ameren is required to provide Ms. Lydia Mahr utility services requested at the date and time specified by the customer.

26. Ameren customer service representative negligently added unrequested services to Ms. Lydia Mahr contract agreement without her knowledge.

27. Ameren customer representatives knew or reasonably should have known that such representations of unrequested services was false and misleading or made the same without knowledge as to the truth or falsity, and intended and knew or should have known that plaintiff, Ms. Lydia Mahr, would rely upon these representations and warranties from Ameren's Terms and Conditions.

28. Negligence- Ameren's customer service representatives had a duty to use ordinary and reasonable care to offer the correct utility service to Ms. Mahr, the customer, and yet they failed to use ordinary reasonable care and were negligent in adding unrequested utility services.

29. Ms. Chelsea Nichols intentional misrepresentation and misleading facts of the negligence of the customer service added to the violation of 83 IL Admins. Code Sect. 280.75.

30. Breach of Ameren's customer agreement contract: Continuing Duty to Warn: Ms. Nichols had knowledge of the billing error, and, yet, did not create a continuing duty to acknowledge the plaintiff of billing error.

31. This showing of intentional misrepresentation shows, by clear and convincing evidence, that members of the Respondent's management team acted with willful indifference to the rights of Ms. Mahr, the customer.

WHEREFORE, plaintiff prays that Illinois Commerce Commission grant the relief to the plaintiff.

I declare (or certify, verify, or state) under penalty of perjury that foregoing is true and correct to the best of my knowledge.

APR 27, 2012

Date

Lynia Mahr

Signature of Plaintiff

3029 E. LINDEN AVE.

Address of Plaintiff

SPRINGFIELD, IL 62702

City

State

Zip Code

217-525-1322

Telephone Number