

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

JOSEPH E. DESHERLIA,	)
	)
Complainant	)
	)
Vs.	)
	)
LIBERTY POWER HOLDINGS, LLC	)
	)
Respondent,	)
	)
Complaint as to incorrect billing	)
in Grafton, Illinois.	)

**COMPLAINANT’S REBUTTAL TESTIMONY**

NOW COMES Complainant, Joseph E. DeSherlia, at 245 E. Fairgrounds, Jerseyville, IL 62052, and testifies as follows:

- 1) That I, Joseph E. DeSherlia, hereby restates and reaffirms all of my testimony as contained in my affidavit dated June 22, 2012.
- 2) That while Illinois Administrative Code Section 280.100 states that a utility may render a bill for services or commodities, it but does not contain any provisions requiring the consumer to pay that bill.
- 3) That in both oral and written communications, Ameren has told me, my wife and my attorney that they are not a party to the contract between Liberty and me Power and that I have to deal with Liberty Power regarding disputes or concerns related to the power supply contract and bill. See attached “Exhibit A” made apart hereof which is a letter dated February 17, 2012 from Ameren’s Associate General Counsel, Matthew R. Tomc

I swear and affirm that the information contained in the above referenced testimony and the attached exhibits is true and correct to the best of my knowledge and belief.

Further Affiant sayeth not.

Joseph E. DeSherlia

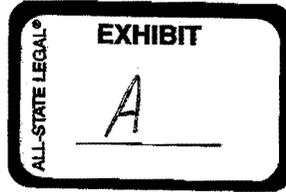
Joseph E. DeSherlia

Sworn or affirmed before me this 2nd day of August, 2012.

Theresa A. McGowen

Notary Public





Ameren Services

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February 17, 2012

**Via Facsimile (618) 498-3384**

Lee J. Plummer  
Attorney at Law  
100 S State Street  
Jerseyville, IL 62052

Re: Joe E. Desherlia,  
Account No. 26590-35019

Mr. Plummer:

My clients in the Ameren Illinois credit and collection department forwarded to me your correspondence dated January 24, 2012 concerning a billing dispute your client has with an electric supplier.

I have inquired and learned that the Illinois Commerce Commission has closed the informal complaint made with regard to this matter and that no formal complaint is pending.

Further, Ameren Illinois is not a party to the contract between your client and its electric supplier. We are required to put the supplier's charges on our bill pursuant to 220 ILCS 5/16-118. Additionally, we are permitted to collect those charges as though they are our own, and are required pursuant to the Illinois Public Utilities Act to diligently manage our collections. (See 220 ILCS 5/16-111.8).

I see no further reason to suspend the amount from collection and have related same to my clients. As I noted above, we are not a party to the contract between your client and the electric supplier. Please contact the supplier with disputes or concerns related to that contract.

You may contact me directly if you have any further concerns.

Sincerely,

Matthew R. Tomc  
Associate General Counsel  
(314) 554-4673  
(314) 554-4014 (fax)  
[mtomc@ameren.com](mailto:mtomc@ameren.com)

cc: Malanie S. Brown  
Deborah Bursey

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