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CHIEF CLERK'S OFFICE

LAZ PARKING LTD, LLC,)
)
 Petitioner,)
)
 v.)
)
 COMMONWEALTH EDISON COMPANY,)
)
 Respondent.)

Docket No. 12-0324

**MEMORANDUM IN SUPPORT OF
RESPONDENT'S MOTION TO DISMISS COMPLAINT ON THE MERITS**

Respondent, the Commonwealth Edison Company ("Respondent" or "ComEd", respectfully submits this Memorandum to the Illinois Commerce Commission ("Commission") in support of its Motion to Dismiss the Complaint filed by LAZ Parking LTD, LLC ("LAZ Parking" or "LAZ") on May 2, 2012.

I. INTRODUCTION

Generally, the Commission disposes of complaint matters in one (1) of two (2) ways. Where it finds that the complaint has merit and the evidence and the law support the allegations therein, the Commission will grant the complaint and order all or some of the requested relief. On the other hand, if the complaint is based on unfounded allegations or, if there is an insufficient evidentiary showing to meet with the elements of the law, the Commission will dismiss the complaint with prejudice.

The basic and overriding premise that underlies Counts I - IV of LAZ Parking's Complaint is that the meter was faulty. But no facts are alleged, and none exist, to support this assertion. Without facts, all of the law pled in the Complaint is simply a distraction. Thus, it

would be burdensome and wasteful of the Commission's time and resources for this matter to proceed on the basis of the instant Complaint and for ComEd to attempt to defend on the misleading allegations (Counts I - V of the Complaint) that do not meet with either the real facts of the situation, or the law that governs these facts.

Further, contrary to LAZ Parking's allegations in Count V of its Complaint at ComEd is not in violation of Section 280.100 of the Commission's rules. The challenged amount of \$36,625.07 for which ComEd issued a Notice of Disconnection on September 20, 2010 related to the nonpayment for services provided, and "regularly billed." LAZ Parking fails to understand that Section 280.100 simply does not apply in the situation of regular billings.

In Parts II and III below, ComEd will address itself to Counts I - IV of the LAZ Complaint. The allegations in these counts rest not on facts, but on the unfounded and unsupported assertion that the back-bill of LAZ was for reason of a faulty meter. The relevant facts of the situation show LAZ's premise to be wrong. In Part IV, ComEd demonstrates that the back-bill of LAZ was in keeping with the intents and requirements of Section 280.100 of the Commission's rules whereas LAZ Parking's reliance on Section 410.200 (and related rules) does not rest on any actual facts. Finally, in Part V of this pleading, ComEd will show that LAZ is mistaken in its assertion (Count V of the Complaint) that a disconnection notice, based on the amount of \$36,625.07 then owed by LAZ, had any relationship to the back-billing period. On the basis of documents provided to LAZ Parking in discovery and the affidavits ("Aff.") of ComEd employees, ComEd will show that the Complaint brought by LAZ Parking has no merit.

Thus, in closing, ComEd will rightfully ask that the LAZ Parking Complaint be dismissed.

II. THE ALLEGATIONS OF THE COMPLAINT (COUNTS I-IV) STATE NO FACTS

Every complaint sets out a story by a recitation of relevant and material facts that identify a tangible set of events and pertain to a real-world situation. The LAZ Parking complaint fails this basic standard. It is short on facts and rests on a false and conclusory premise. A high-level review of Counts I - IV of its Complaint at shows LAZ Parking to be asserting that:

1. The subject Meter No.141362866 was faulty (Complaint at ¶¶ 30-31). *No facts exist or are provided in support of this assertion.*
2. ComEd back-billed LAZ because of meter error.(Complaint at ¶ 2). No facts exist or are provided in support of this assertion.
3. The Commission's rules require meter testing. (Complaint at ¶¶31-32). While true, the metering rules are not applied to any facts.
4. Had ComEd properly tested and inspected the meter it would have discovered an error in the meter wildly in excess of permitted accuracy tolerance, i.e., the meter was registering less electricity than LAZ Parking actually used. (Complaint at ¶¶ 6, 31-32). No facts exist or are provided in support of this conclusory assertion. Further, ¶ 6 of the Complaint is itself contradicted by Exhibit D to the Complaint.
5. Because the meter testing rules were not abided by, Section 410.200 (h)(1) of the Commission's rules requires that LAZ be refunded the amount it paid on ComEd's back-billing. (Complaint at 11, i.e., "Request for Relief"). No facts to satisfy the elements set out in Rule 410.200 are pled in the LAZ complaint.

Here, ComEd provides a much different story supported by facts of relevance to this back-billing dispute. It shows itself from business records that ComEd tendered to LAZ Parking in discovery and from the Affidavits attached to this Motion. To be sure, the letter ComEd sent to LAZ on October 28, 2010, and that LAZ has attached as Exhibit D to its Complaint at is itself the strongest evidence in showing that the LAZ complaint is meritless. Taken together, ComEd will demonstrate to the Commission that:

1. The subject Meter tested accurate before installation. (ComEd Exhibit A, Rumsey Aff. and attachments thereto).
2. The subject Meter required a separate piece of equipment known as a “current transformer” (“CT”) because it is a transformer meter. (*Id.*). See also, Complaint at ¶¶ 21 - 22.
3. The size and type of the current transformer is what determines the “meter constant” for billing purposes. This CT information is entered into ComEd’s CIMS (“Customer Information Management System) program after meter installation in order to calculate the correct billing of a customer, such as LAZ Parking. (*Id.*)
4. An employee in ComEd’s billing department observed a meter constant of 1 on LAZ Parking’s account, and asked for verification of the CT equipment. (ComEd Exhibit B, Canestrini Aff. and attachments thereto).
5. On April 6, 2010, a ComEd technician went to LAZ’s premises, verified the CT equipment in order to update the CT information in CIMS. Then on May 18, 2010, the Billing Department began to correct for billing errors owing to an incorrect constant in the billing system. (ComEd Exhibit C, Moore Aff. and attachments thereto).

6. Having the requisite CT data to calculate the correct constant, ComEd's Billing Department back-billed LAZ pursuant to the requirements of Section 280.100 (which is the Commission's "billing error" rule). 83 Ill. Adm. Code 200.100. (ComEd Exhibit B, Canestrini Aff. and attachments thereto).
7. On October 28, 2010, LAZ Parking was informed by letter that the "billings" for electricity recorded on meter 141362866 located at 25 N Michigan, Chicago, Illinois, had been issued with an incorrect meter constant such that this resulted in "your being billed for less electricity than you actually used." (Complaint at Exhibit D).

III. THE RELEVANT FACTS OF THE SITUATION

The gravamen of LAZ Parking's Complaint in Counts I - IV, is that ComEd installed an untested and faulty meter. No facts, however, support this assertion. As such, the Complaint effectively states what LAZ would want the situation to be about, i.e., a "faulty" meter - and not what the situation actually was, i.e., an incorrect meter constant in the billing system (*contrasting* ¶ 6 of the Complaint with Exhibit D to the Complaint).

Attached to this Motion are the respective affidavits of: Thomas Rumsey - who holds the testing records for the subject meter and explains its association with a piece of equipment known as the current transformer or CT. (*See* ComEd Exhibit A, Rumsey Aff.); Marisa Canestrini - a ComEd billing department employee who discovered the incorrect meter constant and computed the back-bill of LAZ. (*See* ComEd Exhibit B, Canestrini Aff.); and, Derrick Moore - who verified the current transformer data that is required for the development of a correct meter constant. (*See* ComEd Exhibit C, Moore Aff.). Individually and cumulatively these affidavits and the attachments thereto, show that LAZ Parking's Complaint sets out

allegations that have no relation to the dispute at hand, i.e., the back-bill of LAZ Parking that grew out of an incorrect meter constant in ComEd's billing system.

A. LAZ's Complaint Misstates ComEd's Explanation for the Back-Bill.

ComEd does not know from where LAZ Parking derives the allegation that:

ComEd has claimed that the Meter was installed with an incorrect meter constant that caused **"the meter to register less electricity"** than the Account actually used. (Complaint at 2, ¶ 1). (Emphasis added).

This allegation, however, is baseless. Indeed, it is flatly contradicted by the letter that ComEd sent to LAZ Parking on October 28, 2010, a copy of which was included as Exhibit D to the LAZ Complaint.

In this letter, ComEd expressly informed that:

Our records indicate you have been billed for electricity recorded on meter 141362866 located at 25 N Michigan, Chicago, Illinois, with an **incorrect meter constant** that resulted in your **being billed** for less electricity than you actually used. (Complaint at Exhibit D).

Clear from the above, ComEd says nothing about the meter registering less electricity. It simply explains to LAZ that the absence of a proper multiplier, i.e., the meter constant, had produced incorrect billings. And, as shown here, the "meter" constant or multiplier is a billing system calculation dependent not on the meter per se, but on the particulars of the Current Transformer or CT, a piece of equipment that is associated with the meter.

In total disregard of ComEd's explanation for the back-bill, LAZ has fashioned its complaint to focus on the meter - instead of the "meter constant." As such, it alleges that "either an initial test or a post-installation inspection of the meter" would have shown that the "error on the meter" was "wildly in excess of the tolerance" allowed under Commission regulations. (Complaint at ¶16). LAZ further identifies Meter No. 141362866 as "faulty" in its prepared Exhibit E. (Complaint at ¶ 21 and Exhibit E). Again, LAZ alleges that requisite meter testing

and inspection would have shown “an error” in this meter. (*Id.* at ¶¶ 30 - 31). Each of these conclusory allegations and exhibits in the LAZ complaint at attempt to set out a theory of meter error that is unsupported, misleading and contradicted by the actual facts of the situation.

B. The Back-Billing of LAZ Arose from an Incorrect Meter Constant and Not From a Faulty Meter.

As the attached Affidavit of ComEd Meter Mechanic Special **Tom Rumsey** explains, the “meter constant” has nothing to do with the meter’s functioning. To begin, he identifies Meter No. 141362866 as being a “transformer-rated meter.” (ComEd Exhibit A, Rumsey Aff. at ¶ 2). The use of this type of meter, Mr. Rumsey informs, means that the customer is using more current than any of ComEd’s meters can actually record. (*Id.*) Thus, he explains, a piece of equipment known as “current transformer” is required for each of the three phases that supply power to the customer.¹ And, accordingly, a meter constant, i.e., the number that a transformer meter reading is multiplied by, is needed for accurate billing.

Notably, Mr. Rumsey states that the meter constant is not itself programmed into the meter. This is so, he explains, because until the time the meter is installed at a customer’s premises, there is no way to know what size or type of current transformer will be associated with the meter. According to Mr. Rumsey, the specifics of the current transformer, i.e., type, size, etc., are first confirmed upon meter installation and so entered into ComEd’s Customer Information Management System (“CIMS”) by the ComEd technician who installs the meter. (*Id.*) Obvious from Mr. Rumsey’s account is that such CT data is required for development of the correct meter constant for billing purposes.

As such, Mr. Rumsey’s Affidavit makes clear that the current transformer data - and nothing in the functioning of the meter itself - is what will determine the correct “meter constant”

¹ Notably, LAZ’s Complaint shows some awareness of this CT equipment. *See* Complaint at ¶¶ 21 - 22.

for ComEd's billing of the customer. In the instant LAZ situation, Mr. Rumsey observes, the current transformer is labeled 3000:5. (*Id.* at 6). The technician who installs a transformer meter would enter the CT "size" (3000:5 in the LAZ situation) and its type, into a laptop device. (*Id.* at 4). Given this information, it is then ComEd's billing software that will calculate the meter constant (3000 divided by 5 = 600). Here, however, and for reasons unknown, CIMS did not have the requisite CT information at installation such that the constant (or multiplier) for Meter No. 141362866 defaulted to 1. This resulted in the underbilling of LAZ.

Even though meter inaccuracy was not the reason for the ComEd back-bill of LAZ Parking,² Mr. Rumsey's affidavit shows that Meter No. 141362866 was accuracy-tested before being installed at LAZ's premises. (*Id.* at 10). He further points out that ComEd tendered in discovery to LAZ Parking, a copy of the meter test report for Meter No. 41362866 (bates labeled as CCLP 0000099) and a copy of this business record is also attached to his Affidavit. This report shows that the subject meter was tested on October 25, 2007 (prior to its installation on December 14, 2007), and the meter passed testing. (*Id.* at 10). At the same time, Mr. Rumsey explains that no installation inspection would have shown an incorrect meter constant in the way that LAZ would suggest. (*See* Complaint at ¶¶ 30 - 31). This is logically so, because the "meter constant" is a billing software calculation and not a physical feature that could be viewed on either the meter or the current transformer.

The above facts show that the LAZ complaint is based on a misunderstanding or a refusal to accept what a meter constant actually is and why, by its very nature, an incorrect meter constant has no relation whatsoever to the Commission's "meter testing" rules. 83 Ill. Adm. Code 410 (Subpart B) and 410.200.

² Findings of meter inaccuracy on testing and the requisite data corrections to be prepared in the situation are addressed in Section 410.200 (a)-(g) of the Commission's rules.

C. The Meter Constant is a Billing Function and Not a Meter Function

The sole reason for ComEd's issuing a back-bill to LAZ was because of an incorrect meter constant having been in the billing system. (*See* Complaint at Exhibit D). And, Mr. Rumsey's affidavit explains what a "meter constant" actually is and how it is derived. ComEd will now show how the discovery of the "incorrect" meter constant came about, how ComEd set out to verify the error and how the back-bill was computed on assignment of the "correct" meter constant. This adds to the demonstration that the LAZ Parking complaint lacks merit.

1. Discovery of the Improper Meter Constant by the Billing Department.

It was ComEd Billing Clerk Marisa Canestrini who discovered a problem with the meter constant on LAZ Parking's Account No. 29310-08045, that is associated with Meter No. 141362866. In her Affidavit, Ms. Canestrini explains that a "constant report" is generated weekly by a ComEd computer program. (ComEd Exhibit B, Canestrini Aff. at ¶ 4). In her review of this constant report Ms. Canestrini saw that Meter No. 141362866 is a size 26 meter and, as such, would require a current transformer. (*Id.*). Further, Ms. Canestrini observed that the meter constant was listed on the constant report as being 1. (*Id.*). To Ms. Canestrini, this meant that something was amiss.

Marisa Canestrini wanted the "constant report" showings associated with Meter No.141362866, to be verified. Thus, she requested that an investigation be made by ComEd's Field and Meter Department. (*Id.* at ¶ 5).

2. ComEd Verified Meter Constant Before Revising the Billing

ComEd employee Derrick E. Moore (then working as a technician in the Field & Meter Services department was dispatched to LAZ Parking's premises. (ComEd Exhibit C, Moore Aff. at ¶ 2). Business records provided to LAZ Parking in discovery (bates labeled as CCLP 0000062

– 64) and attached to ComEd Exhibit C, Moore Aff.) show that he went to 25 N. Michigan on April 6, 2010. Further, these records show that the purpose of Mr. Moore’s visit was to update CIMS (“Customer Information Management System”) with missing current transformer information with respect to Meter No. 141362866. (ComEd Exhibit C, Moore Aff. at ¶ 3).

To update CIMS, Mr. Moore explains, he uses hand-held equipment and makes certain standard entries into the program. (*Id.* at ¶ 5). After verifying the meter number (141362866), and model type (D3LS62), he then proceeded to enter the current transformer number, its size, and ratio into CIMS. (*Id.* at ¶ 6).

3. The Revised Billing of LAZ Parking

After Mr. Moore’s verified the specifics of the current transformer associated with the subject meter, ComEd’s billing software calculated the correct constant for the subject meter for future billings. (ComEd. Exhibit B, Canestrini Aff. at ¶6). In order to revise the billing with the correct constant from June 2008 to May 2010, Marisa Canestrini had to manually make adjustments, revise, and reissue the amounts previously charged to LAZ under the incorrect constant. To perform these tasks, she used a “job-aid” that was tendered to LAZ Parking in discovery (bates labeled as CCLP 0000014) and attached to her Affidavit (*Id.* at ¶ 8). Ms. Canestrini cancelled the incorrectly-issued bills for the period of June 3, 2008 through May 3, 2010. (*Id.* at ¶ 9). She then re-billed for this same period, i.e., June 3, 2008 through May 5, 2010. (*Id.* at ¶10).

It is important to note that Ms. Canestrini’s back-billing of LAZ was in compliance with Section 280.100 of the Commission’s rules. Thus, despite LAZ having been billed incorrectly for a longer period, i.e., beginning December 14, 2007 (when there was a meter exchange), Ms. Canestrini limited her re-bill to a 2-year period in compliance with the governing law. (*Id.* at

¶11). According to Ms. Canestrini, the total amount that LAZ Parking owed on the re-bill and for the period June 3, 2008 - May 5, 2010 was \$ 225,484.52. The original billed charges for this period (with payment thereof duly credited) had been \$44,541.37. (*Id.* at ¶ 12).

All of the above shows that the under-billing of LAZ was owing to an incorrect meter constant in ComEd's billing system and not to any faultiness or error with the subject meter. Given that the LAZ Parking baldly alleges "meter error" as the reason for ComEd's back-bill of the Complainant, its complaint has no merit whatsoever and should be dismissed.

IV. THE ALLEGATIONS OF THE COMPLAINT FAIL THE ELEMENTS OF THE GOVERNING LAW.

LAZ fills Counts I-V of its complaint with assertions of an extensive number of the Commission meter rules that are set out in Rule 410 - Subpart B and Section 410.200. (Complaint at ¶¶ 33 - 44). But, law depends on facts, and the Complainant here provides no facts in support of its flawed underlying premise, i.e., that the meter was faulty and this was the reason for ComEd's back-bill of LAZ. Because of the fact that no meter error was at issue, ComEd properly back-billed LAZ Parking pursuant to Section 280.100 of the Commission's rules - which is the law that governs billing system errors. (83 Ill. Adm. Code 280.100).

Without question, ComEd made known to LAZ at the very start, that the back-bill was due to an incorrect meter constant being employed by its billings system. (*See* Complaint at Exhibit D; letter from ComEd dated October 28, 2010). The affidavits here tendered by ComEd explain that a meter constant is essentially a billing calculation derived on the basis of the specifics of the current transformer that is associated with a transformer meter. It is not a feature or a function of the meter. By its very nature too, an incorrect meter constant is not something that would ever show itself on a meter test or at an installation inspection. This is borne out by the fact that, as Ms. Canestrini's affidavit shows, it was discovered by ComEd's billing

department and not by ComEd's meter testing department. At bottom, an incorrect meter constant does not mean (as LAZ incorrectly asserts) that the meter is registering less electricity than the customer has used - it only means (as ComEd explained) that the billing of that customer will be for less than what the customer has used. Thus, only Section 280.100 (and none of the Part 410 meter rules cited by the Complainant) applies in the corrected billing situation of LAZ Parking that is at hand.

It is important to note at this juncture, that the Commission's rules recognize that innocent things sometimes do happen. Thus, if a meter is found to be at fault - either over-registering or under-registering usage - Section 410.200 provides for billing adjustments (provided the meter testing rules have been followed). 83 Ill. Adm. Code 410.200. In a similar fashion, where inadvertent human error or system failure is involved, Section 280.100 provides for the issuance of corrected billings (but within a reasonable timeframe).⁸³ Ill. Adm. Code 280.100. Both of these Commission rules operate on the *same principle of fairness*, i.e., that the customer pay no more, and no less, than what he, she, or it has obtained in services.

Here, as Ms. Canestrini's Affidavit shows, ComEd properly relied on Section 280.100 of the Commission's rules for its back-bill of LAZ Parking. (ComEd Exhibit B, Canestrini Affidavit at ¶ 11). This rule authorizes the back-bill of LAZ Parking in these premises where the appropriate meter constant for Meter No. 141362866 was either not entered in ComEd's billing systems at the time of the meter exchange/installation or not accepted by ComEd's billing systems. Further, as Ms. Canestrini also explains, her revised billing of LAZ was in strict compliance with the time period authorized under Section 280.100 (meaning that LAZ Parking benefited from the incorrect meter constant billing for some earlier period of time).

In sum, the only pertinent law to the actual facts at hand is Section 280.100 of the Commission's rule. 83 Ill. Adm. Code 280.100. None of the law that LAZ Parking attempts to rely on in its Complaint bears any relevancy to the situation and no facts are or can be pled to support the requisite elements of these Commission meter rules. As all of the above shows, LAZ wants to attribute the error in billings (corrected by ComEd's timely issuance of a back-bill) to the meter being faulty and not registering electric use properly. But, no facts alleged by LAZ show this to be true. This is so because the only reason for the error in billing of LAZ was the failed entry of the correct "meter constant" that is input into ComEd's billing system (CIMS) after the meter is installed and the size and type of the current transformers is identified. These are the relevant facts to this situation and these facts demonstrate that Counts I-IV of the complaint lack merit. Thus, as a matter of law, counts I-V of the Complaint should be dismissed on the merits.

There remains, however, an additional Count V in the LAZ Complaint. It is addressed in the next and final section.

V. COMED DID NOT BACK-BILL LAZ BEYOND THE STRICTURES OF RULE 200.100.

Count V of the Complaint alleges that ComEd's charges to LAZ, in the amount of \$36,625.07, were made "more than two years after the service was allegedly provided," and thus, in violation of Section 280.100 of the Commission's rules. (Complaint at ¶ 46).

Incorporating ¶¶ 26 - 29 into Count V, LAZ Parking alleges that on September 28, 2010 it received a disconnect notice from ComEd, which claimed that LAZ Parking owed \$36,625.07. (Complaint at ¶ 26; Exhibit C). LAZ asserts that it paid this very amount on or about October 4, 2010 to avoid disconnection. (*Id.* at ¶ 27). According to LAZ, however, this amount represents delivery service charges for the June and July 2008 billing periods when LAZ was receiving

supply service from Pepco. (*Id.* at ¶ 28). The Complaint further alleges that ComEd notified LAZ of this charge on October 28, 2012, or more than two years after the service was allegedly provided, in violation of Section 280.100. (*Id.* at ¶ 46).

LAZ is correct in some respects but completely mistaken in other respects. At the start, ComEd did send a disconnect notice to LAZ on September 20, 2010 as Exhibit C to the Complaint shows. Also, LAZ parking did pay the amount of \$36,143.30 to avoid disconnection on October 6, 2010. The remaining allegations set out by LAZ, however, are wholly baseless. Contrary to what the Complaint alleges, the \$36,625.07 in charges that were the subject of the disconnection notice sent to LAZ had nothing to do with “unbilled delivery services charges.” (Complaint at ¶ 46). Nor did LAZ first get notice of these charges on October 28, 2012. (*Id.*).

Indeed, the Complaint contradicts itself by claiming that: (1) a disconnect notice from ComEd issued on September 20, 2010 for reason of \$36,625.07 in unpaid charges and LAZ paid this amount on October 4, 2010; and, (2) LAZ was first notified of the \$36,625.07 in unbilled services charge on October 28, 2012.³ Logic dictates that only one of these versions can be correct.

The Affidavit of ComEd employee Trishaun Jamison (“Jamison Aff.”) shows that the period of non-payment by LAZ Parking (which resulted in the Disconnection Notice being sent on September 20, 2010) had no relation to any “unbilled services charges.” (ComEd Exhibit D, Jamison Aff.). Instead, as Ms. Trishaun Jamison explains, the disconnection notice was based on “regular” service billings issued by ComEd to LAZ Parking, and unpaid, during the period of July 9, 2010 to September 1, 2010. (*Id.* at ¶ 7) And, attached to her affidavit are copies of “ComEd Account Activity Statements” tendered to LAZ in discovery (bates labeled as CCLP

³ Notably, LAZ gives no facts or documentation regarding this October 28, 2012 alleged notification. Here, again, the Complaint falls short. To the extent that LAZ might be referring to the October 28, 2010 letter, that communication was for purposes of an entirely different matter.

0000011 - 12) that reflect all of the regular billing and late charges that, by September 1, 2010, had amounted to \$36,625.07. These records further show, as indeed Ms. Trishaun Jamison explains, that ComEd waived late charges of \$481.77 such that LAZ Parking satisfied its unpaid balance by a payment of \$36,143.30 on October 6, 2010. (*Id.* at ¶ 7).

In short, the Affidavit of Ms. Trishaun Jamison makes clear that Section 280.100 does not apply in the instant situation. This rule only addresses the situation where a customer has not been billed or has been mis-billed for service. 83 Ill. Adm. Code 280.100. Contrary to LAZ's allegations in Count V of its Complaint at this is not the situation here. LAZ Parking was provided regular billings but simply did not pay over several months, i.e., for the period of July 9 - September 1, 2010. It was for this reason that a disconnection notice issued on September 20, 2010. These facts of relevance show that LAZ Parking's complaint does not, and cannot, state a violation of Section 280.100.

Here, in Count V of its Complaint at LAZ is wrong on the facts and wrong on the law. Thus, as already shown with respect to Counts I - IV above, the instant Complaint should be dismissed on the merits and in its entirety.

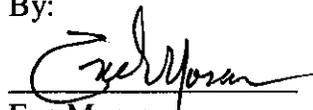
VI. CONCLUSION

For all the reasons of fact and law set out above, Respondent respectfully asks the Illinois Commerce Commission to grant its Motion and Dismiss, on the merits, the entirety of the Complaint filed by LAZ Parking on May 2, 2012.

Respectfully submitted,

Commonwealth Edison Company

By:



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STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

LAZ PARKING LTD, LLC,)	
)	
Petitioner,)	
)	
v.)	Docket No. 12-0324
)	
COMMONWEALTH EDISON COMPANY,)	
)	
Respondent.)	

NOTICE OF FILING

TO: Parties on Certificate of Service

PLEASE TAKE NOTICE that on June 7, 2013 I filed with the Chief Clerk of the Illinois Commerce Commission, the following: *Memorandum In Support of Respondent's Motion To Dismiss Complaint On The Merits* and a copy of same is attached hereto, and hereby served upon you.



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Attorney for Respondent

CERTIFICATE OF SERVICE

I, Eve Moran, hereby certify that on June 7, 2013, I served a copy of the attached *Memorandum In Support of Respondent's Motion To Dismiss Complaint On The Merits* in the above-captioned docket, by causing a copy thereof to be placed in the U.S. Mail, first class postage affixed, addressed to each of the parties below:



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ATTACHMENTS

Docket 12-0324

Respondent's Memorandum