



1 APPEARANCES:

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3 3019 Province Circle

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5 Phone: 847-949-1340

6 Appearing on behalf of the Commonwealth Edison

7

8 MS. ERIN BUECHLER

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11 Chicago, Illinois 60605

12 Phone: 312-394-3866

13 appearing on behalf of Com Ed

14

15 MS. KINA LOVETT

16 MR. LAMANS DEWALT

17 269 Flynn Ridge Drive

18 Rockford, Illinois 61107

19 Phone: 815-904-6650

20 Complainant appeared Pro se

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I N D E X

WITNESS	Direct	Cross	Examiner
LAMANS DEWALT		26	10
KATRINA SCRUTCHENS	31		34

E X H I B I T S

DOCUMENTS	MARKED	ADMITTED
Exhibit 1	10	30
Exhibit 2	10	30
Exhibit 3	10	30
Comm Ed Exhibit 1	57	57
Comm Ed Exhibit 2	57	57

1 JUDGE HILLIARD: On behalf of the Illinois  
2 Commerce Commission I call Docket 13-0130, Kina Lovett  
3 vs. Commonwealth Edison Company. Can the parties  
4 identify themselves by name and business address or  
5 address of some kind.

6 MR. GOLDSTEIN: For Commonwealth Edison  
7 Company, Mark L. Goldstein, 3019 Province Circle,  
8 Mundelin, Illinois. My telephone number is  
9 847-949-1340. With me this morning is Erin Buechler of  
10 Comm Ed as well as our witness, Katrina Scrutchens.

11 JUDGE HILLIARD: Would you spell the name of  
12 the witness for the Court Reporter?

13 MR. GOLDSTEIN: K-A-T-R-I-N-A, last name,  
14 S-C-R-U-T-C-H-E-N-S.

15 JUDGE HILLIARD: Miss Lovett.

16 MS. LOVETT: Kina Lovett, 269 Flint Ridge  
17 Drive, Rockford, Illinois. My phone number is  
18 815-904-6650. And I have a witness, Lamans DeWalt.

19 JUDGE HILLIARD: Spell his name and speak up,  
20 please.

21 MS. LOVETT: L-A-M-A-N-S D-E-W-A-L-T.

22 JUDGE HILLIARD: Please keep your voice up so

1 I can hear you. I take it that the parties have  
2 attempted to resolve this and that's not going to  
3 happen; is that right?

4 MR. GOLDSTEIN: That's correct, Judge.

5 JUDGE HILLIARD: Miss Lovett, the procedure  
6 here is that you are the Complainant. You go first.  
7 You have the burden of proof. This is your Complaint.  
8 This is your opportunity to present evidence supporting  
9 your Complaint. The process is going to be anybody who  
10 is going to testify should raise their hand and be  
11 sworn. Are you going to testify, Mr. DeWalt.

12 MR. DEWALT: Yes, sir.

13 JUDGE HILLIARD: Miss Lovett, you are going  
14 to testify?

15 (WITNESSES SWORN)

16 KINA LOVETT,

17 LAMANS DEWALT,

18 called as witnesses herein, after having been first  
19 duly sworn were examined and testified as follows:

20 JUDGE HILLIARD: So you -- you can call the  
21 witness. You can make a statement or however you want  
22 to do it. When your witness is through with whatever

1 it is that you want to say, then it is the Company's  
2 turn to ask you questions. That is called  
3 cross-examination. When you are through with the  
4 witness, then call another witness. When you put on  
5 all the witnesses and discuss all the documents that  
6 you want to discuss, then it is the Company's turn to  
7 put on their case and we go through the same thing  
8 again.

9                               You have any questions?

10                              MS. LOVETT: (Shaking head).

11                              JUDGE HILLIARD: You have to speak up.

12                              MS. LOVETT: No, sir.

13                              JUDGE HILLIARD: The Court Reporter can't  
14 take it down when you nod your head. You have to say  
15 yes or no or whatever.

16                              Call your first witness or just say what  
17 you want to say.

18                              MS. LOVETT: I call Lamans DeWalt.

19                              JUDGE HILLIARD: You have questions for  
20 Mr. DeWalt or are you going to let him tell the story?

21                              MS. LOVETT: He can tell the story.

22                              JUDGE HILLIARD: Please speak up.

1 MR. DEWALT: Yes, sir.

2 JUDGE HILLIARD: You have a document you want  
3 to talk about?

4 MR. DEWALT: Yes, sir.

5 JUDGE HILLIARD: You got three copies? Bring  
6 the three copies and the Reporter will mark them, if  
7 you haven't marked them already.

8 MR. DEWALT: First Exhibit 1.

9 JUDGE HILLIARD: Is this a seven-page  
10 exhibit?

11 MR. DEWALT: Yes, sir.

12 JUDGE HILLIARD: Do you have three copies of  
13 the seven-page exhibit?

14 MR. DEWALT: I do.

15 JUDGE HILLIARD: Where are they?

16 MR. DEWALT: Right here.

17 JUDGE HILLIARD: You gave one to  
18 Mr. Goldstein and you got one there? (Indicating)

19 MR. DEWALT: Yes.

20 JUDGE HILLIARD: Mr. Goldstein, you have seen  
21 this before?

22 MR. DEWALT: Let me make sure I gave you the

1 right ones.

2 MR. GOLDSTEIN: Is that marked with the  
3 stamp?

4 JUDGE HILLIARD: You've got to mark all three  
5 copies with the stamp or we can't keep track of it when  
6 the hearing is over.

7 MR. DEWALT: The lady said we only needed one  
8 stamp.

9 JUDGE HILLIARD: I disagree.

10 MR. GOLDSTEIN: Okay. That is fine.

11 JUDGE HILLIARD: You've had a chance to look  
12 at them?

13 MR. GOLDSTEIN: Yes.

14 JUDGE HILLIARD: What do you want to tell me  
15 about Exhibit Number 1?

16 MR. DEWALT: Our problem started actually on  
17 the second page of July.

18 JUDGE HILLIARD: What is your relationship to  
19 the Complainant here?

20 MR. DEWALT: This is my wife.

21 JUDGE HILLIARD: Go ahead.

22 MR. DEWALT: If you look Exhibit 1, Page 2,

1 July 22nd, July is when our complaint started.

2 JUDGE HILLIARD: Where does it say

3 "July 22nd"?

4 MR. DEWALT: July 23, 2012 issue date

5 July 23, 2012. Right under the name and the Account

6 Number.

7 JUDGE HILLIARD: Okay, issue date July 23rd.

8 MR. DEWALT: Yes, sir. If you look at

9 Billing Summary, we have a previous balance \$170.

10 Thank you for the total payment of \$171. Amount due,

11 August 14, 2012, \$156.53. If you turn over the page,

12 we have a Deferred Payment Agreement.

13 JUDGE HILLIARD: Wait a minute. You are

14 talking about the back of Page 2 of Exhibit 1?

15 MR. DEWALT: What are you supposed to do

16 about that?

17 JUDGE HILLIARD: You are supposed to make

18 copies of your exhibits. If you haven't made a copy of

19 your exhibits, we'll give you time to make copies.

20 When you go in and use the machine make a copy of your

21 exhibit.

22 MS. LOVETT: It was two-sided.

1 JUDGE HILLIARD: Let's go in the copy room.

2 Do you have an Exhibit 2?

3 MS. LOVETT: Exhibit 2 is right here.

4 JUDGE HILLIARD: Do you have an Exhibit 3?

5 Just worry about this one then. Were you talking about  
6 the backside of Page 2?

7 MR. DEWALT: Yes, sir.

8 (WHEREUPON Exhibits 1, 2 and 3 were  
9 marked for identification)

10 JUDGE HILLIARD: What were you going to say  
11 about that?

12 MR. DEWALT: If you look at the Deferred  
13 Payment arrangement, which we were on for 12 months  
14 starting January 1, 2012 it says "Current Payment Plan  
15 amount \$87.10. Payment Plan Balance for \$35.48.  
16 Number of Remaining Payments, five." I don't have  
17 August and September's bill, but Exhibit 3, which is  
18 issued date October 12, 2012.

19 JUDGE HILLIARD: Are you talking about Page  
20 3?

21 MR. DEWALT: Page 3 of Exhibit 1.

22 October 19, 2012. If you can see, it says, "Previous

1 Balance \$93.68. Thank you for the payment of \$100.  
2 Amount Due, November 12, \$112.19."

3 If you turn on the back page of Exhibit  
4 1, Page 3, you see we have our Current Payment Plan  
5 Amount at \$86.90. Payment Plan Balance, \$260.70.  
6 Number of Remaining Payments, three."

7 So Exhibit 1, Page 4, Issue Date,  
8 November 2, 2012. We have a previous balance of  
9 \$112.19. Total payment, \$100. Amount Due,  
10 November 26, 2012, \$210.82."

11 Turn on the back of Exhibit 1, Page 4,  
12 it says, "Current Payment Plan amount \$86.90. Payment  
13 Plan Balance \$260.70. Number of payments remaining,  
14 three.

15 JUDGE HILLIARD: Okay.

16 MR. DEWALT: Exhibit 1, Page 5, Issue Date:  
17 November 14th. We have Previous Balance of 210.82.  
18 Payment of zero dollars. Amount due: December 6, 2012,  
19 \$297.72. We see the Deferred Payment arrangement,  
20 Current Plan Payment Amount, \$86.90. Payment Plan  
21 Balance, \$173.80. Number of Payments Remaining, two.

22 December 7, Exhibit 1, Page 6, Issue

1 Date, December 7, 2012. We have a previous balance of  
2 \$297.72. Total payment of \$131. Amount due:  
3 December 31th, \$545.51. That is when the problem  
4 occurred, actually a month before then.

5 JUDGE HILLIARD: What was the problem.

6 MR. DEWALT: The problem occurred on  
7 December 6, 2012. We contacted Comm Ed's Customer  
8 Service Department to see what our bill was at the  
9 current time.

10 JUDGE HILLIARD: When you say "we spoke" was  
11 that you or both of you. Both of us. We were on  
12 speakerphone. The rep we spoke to was Ryan On 12/6/12.  
13 His confirmation was 3438. He told us that our balance  
14 was \$12 and we paid \$15. That was on 12/6/12. The  
15 rep's name was Ryan.

16 MR. GOLDSTEIN: I'm going to object to this,  
17 Judge, this is hearsay.

18 MR. DEWALT: We have a confirmation number,  
19 3438 ID Number.

20 JUDGE HILLIARD: You can't both speak at the  
21 same time. When I talk, you listen. He made an  
22 objection. I overruled his objection. Proceed.

1                   MR. DEWALT: We then on 12/13/12 spoke to  
2 Supervisor Victoria, who hung up on us and we proceeded  
3 to call Franklin of the ICC.

4                   Now I would like to present Exhibit 2.

5                   JUDGE HILLIARD: Give a copy to  
6 Mr. Goldstein.

7                   MR. DEWALT: And from this understanding we  
8 received December 26, 2012, the Account Number  
9 3645783092. It says, "I recently received an inquiry  
10 from Illinois Chambers of Commerce regarding your  
11 electric service at 269 Flint Ridge Drive, Rockford,  
12 Illinois 61107 regarding a bill explanation. This  
13 letter serves as a resolution to your inquiry. Our  
14 records indicate that your account has been  
15 overestimated from 7/18/12 to 11/14/12. Our records  
16 indicate that the 2900 kilowatts were used from  
17 7/18/12 to 11/14/12 based on a regular Company reading  
18 obtained on 7/18/12. Reading 47236 a regular Company  
19 reading obtained 11/14..." --

20                   MR. GOLDSTEIN: Judge, this exhibit speaks  
21 for itself. He doesn't have to read ever single one.

22                   JUDGE HILLIARD: You don't have to read it.

1 Just tell me what it means to you.

2 MR. DEWALT: It clearly states of us being  
3 rebilled. It says from 7/18 to 8/15 delivery service  
4 originally billed 1741 kilowatts at \$60.50. And then  
5 rebilled for 699 kilowatts for \$33.73. And it does  
6 that from 8/15.

7 JUDGE HILLIARD: The rebilled amount is  
8 somewhat different than the original amount?

9 MR. DEWALT: Right. So then we actually got  
10 a response from Comm Ed. They said that it was our  
11 supplier's fault.

12 JUDGE HILLIARD: Is that what Exhibit 2 is?

13 MR. DEWALT: Yes, sir. No, it is not. We  
14 actually got this. This is Comm Ed, what they sent us  
15 as far as our billing cycle payment.

16 Exhibit 3, we then contacted our  
17 supplier and they sent us a check for what we were  
18 credited. We were on a Budget Billing Plan with our  
19 supplier. Comm Ed was stating that it was our  
20 supplier's fault, so we got off the Budget Billing and  
21 they sent us a check for what we were credited of  
22 \$300.83.

1                   So our problem is from July to November  
2 of 2012. Our payment arrangement ended on  
3 November 28th, which they said it defaulted because we  
4 didn't pay because of what the ID Number from Ryan,  
5 their rep, stated our bill was \$12. Then we got a bill  
6 for \$545 which they stated that it was our supplier's  
7 fault.

8                   So on Exhibit 1 Page 7, they sent us a  
9 disconnection notice. One of the disconnection notices  
10 from -- "Your electric will be shut off on or after  
11 December 13, 2012 because a \$467.69 utility bill is  
12 past due."

13                   Our complaint was how could we have a  
14 bill this high and they are not even our supplier. And  
15 we got rebilled. That is what we have been trying to  
16 get straighten away.

17                   JUDGE HILLIARD: Do you have a document that  
18 has the total rebilling that shows what they think the  
19 new balance was?

20                   MR. DEWALT: This is the current -- well,  
21 this isn't the current bill as of now. But Exhibit 1,  
22 Page 6, is when all the problems occurred. \$545.51 and

1 it is steady rising.

2 So as of Exhibit 1, Page 5, it states  
3 our Deferred Payment arrangements, that we have a  
4 remaining of two payments left of \$86.90. So if we did  
5 default, there is no way that our bill could be  
6 \$545.51.

7 JUDGE HILLIARD: On the same Page 5 of  
8 Exhibit 1 it says "The total amount due is \$297.72?"

9 MR. DEWALT: Yes.

10 JUDGE HILLIARD: Do you know what that means?

11 MR. DEWALT: We called Comm Ed's Customer  
12 Service Rep and spoke to Ryan, whose ID Number is 3438  
13 and he stated that our bill was \$12.

14 JUDGE HILLIARD: Do you know what the reason  
15 for the discrepancy was? Did he tell you why the bill  
16 said \$297?

17 MR. DEWALT: Because we were rebilled for the  
18 545. So we called. He said, "Disregard that. Your  
19 bill is \$12. Here is my ID Number."

20 MR. GOLDSTEIN: I have to renew my objection  
21 as to hearsay.

22 JUDGE HILLIARD: It's in the nature of these

1 hearings that if people are talking to Comm Ed. The  
2 guy's name is mentioned in the Complaint. If you're  
3 going to disagree with their version of things, you  
4 could bring Ryan in and have him testify. But you  
5 haven't done that. These people are not lawyers. They  
6 are trying to explain their bill. If their position is  
7 based upon a conversation with a Comm Ed  
8 representative, I'm going to let them talk about it.

9                   This Page 5 it says, "Total Payments,  
10 zero." Does that mean you missed a payment?

11                   MR. DEWALT: Yes, sir. Actually -- this is  
12 actually when we didn't pay. I was reading Exhibit 1,  
13 Page 6, December. That's actually -- Exhibit 1 Page 5  
14 is when we spoke to the rep. We didn't pay. We paid  
15 \$15.

16                   JUDGE HILLIARD: On the bill that you were  
17 issued on November 14th it says "Total Payments, zero."  
18 Does that mean that you missed a payment?

19                   MR. DEWALT: Yes. We didn't pay.

20                   JUDGE HILLIARD: And were you on a payment  
21 plan when you missed the payment; is that correct?

22                   MR. DEWALT: Correct.

1 JUDGE HILLIARD: And are you aware of what  
2 CommEd does when you miss a payment when you are on a  
3 payment plan?

4 MR. DEWALT: We are.

5 JUDGE HILLIARD: What happens?

6 MR. DEWALT: We default.

7 JUDGE HILLIARD: And then what happens?

8 MR. DEWALT: Then you need to pay your bill  
9 in full.

10 JUDGE HILLIARD: So you defaulted?

11 MR. DEWALT: Uh-huh?

12 JUDGE HILLIARD: They wanted the payment in  
13 full?

14 MR. DEWALT: Uh-huh.

15 JUDGE HILLIARD: And they tell you here that  
16 that amount was \$297.72?

17 MR. DEWALT: Uh-huh.

18 JUDGE HILLIARD: And you agreed that prior to  
19 the time that you got this bill, they had told you that  
20 the budget plan balance was \$260 and that you were  
21 going to pay that off in three installments?

22 MR. DEWALT: Yes, sir.

1                   JUDGE HILLIARD:  So that when you failed to  
2  make the next payment --

3                   MR. DEWALT:  If you go to Exhibit 1, Page 6,  
4  you see payment of \$131.

5                   JUDGE HILLIARD:  But you owed them  
6  \$260.70 before you missed the payment.

7                   MR. DEWALT:  That was December.  That  
8  December 7th.

9                   JUDGE HILLIARD:  November 2, 2012 on the back  
10 on Page 2 of -- on the second side of what you marked  
11 as --

12                   MR. DEWALT:  Page 4.

13                   JUDGE HILLIARD:  -- Page 4.  It says you owed  
14 them \$260.70.  Then you missed a payment.  Then you  
15 paid them \$131 and somehow you got up to \$545.  That's  
16 the problem, right?

17                   MR. DEWALT:  Yes, sir.  On top of the rep  
18 telling us that \$12 is the balance.

19                   JUDGE HILLIARD:  Regardless of what the rep  
20 said, you agree that prior to missing the payment, your  
21 balance on the budget was \$260.70.  The next time  
22 around you owed the \$260.70 plus you owed for

1 electricity for two months, the month when you paid and  
2 the month you missed.

3 MR. DEWALT: Uh-huh.

4 JUDGE HILLIARD: Is there anything else that  
5 you want to tell me?

6 MR. DEWALT: That's it. And like I said our  
7 Exhibit 3 is the check from our supplier of \$300.83.

8 JUDGE HILLIARD: Did you apply that \$300  
9 towards your bill?

10 MR. DEWALT: No, this was a credit building  
11 up from our supplier because we were overpaying each  
12 month.

13 JUDGE HILLIARD: After they sent you a check,  
14 did they send you any kind of documentation as to what  
15 the balance of your bill was or did they send you a  
16 copy of any correspondence?

17 MR. DEWALT: Well, Comm Ed handles their  
18 billing.

19 JUDGE HILLIARD: Let me finish my sentence.  
20 Did they send any correspondence to Comm Ed, because  
21 they copied you on it. That would indicate what the  
22 bottom line on this is, how much do you owe these

1 people as of -- how much did you owe Comm Ed as of the  
2 time they sent you those checks?

3 MR. DEWALT: No, because Comm Ed wouldn't  
4 come to a -- we couldn't agree on anything. They were  
5 steady saying trying to put us back on a payment plan  
6 for over what we already paid for because we were  
7 rebilled all the way --

8 JUDGE HILLIARD: Did you have like an average  
9 amount --

10 MR. DEWALT: Well, we were on budget billing.  
11 I have that, but I have to mark that and get it  
12 stamped. I didn't think we would need it.

13 JUDGE HILLIARD: Well, just tell me.

14 MR. DEWALT: It's from Ambit. They sent us a  
15 payout -- well, on Exhibit 1, Page 1, you see Electric  
16 Service Supplier Ambit Northeast LLC 4056. That is all  
17 budget billing where we're actually paying more than  
18 the amount which keeps us level. So the whole time  
19 Comm Ed was telling us it was our supplier's fault that  
20 was billing us the extra money, and our supplier was  
21 saying no, it's not. You guys have a credit with us.  
22 So it is not us. And they are like okay. I went

1 through everything like I did with you right now with  
2 our supplier and it goes back to Comm Ed who handles  
3 their billing. So the rep that I'm speaking to,  
4 actually the supervisor said I need to send this to our  
5 Billing Department and have them send to Comm Ed and  
6 why do they keep sending you guys the same -- they're  
7 rebilling us. They have months that they don't even  
8 accept -- if you go to Exhibit 1, Page 2, it says,  
9 "Electric Supplier Supply Service Ambit Northeast LLC,  
10 zero dollars", because there is months that they don't  
11 accept the Company's billing from my understanding.

12 MR. GOLDSTEIN: Objection. There is no basis  
13 for that. Every month this person is billed.

14 MR. DEWALT: That is not true, sir. We have  
15 other bills where they either service from 6/14/2012 to  
16 7/18, 34 days, zero, because Comm Ed, they blocked the  
17 supplier from sending a bill which the previous month  
18 the customer has to pay two bills. It says, "Your  
19 monthly supply charges have been delayed."

20 MR. GOLDSTEIN: That might very well be, but  
21 I don't believe Mr. DeWalt can testify with respect to  
22 what Ambit Energy does. In any event, every month this

1 customer happens and it happens to be Kina Lovett is  
2 billed by Comm Ed under the arrangement with Ambit.

3 MR. DEWALT: Ambit Energy is our supplier.

4 JUDGE HILLIARD: Do not argue. Direct any  
5 comments you have to me. I think that Mr. DeWalt is  
6 telling us what his understanding was. We would agree  
7 he is not an expert on billing for Ambit Energy or for  
8 Commonwealth Edison.

9 Do you have anything further that you  
10 want to say, sir?

11 MR. DEWALT: Yes.

12 JUDGE HILLIARD: I think in the course of  
13 conversation we established that at some point you owed  
14 Comm Ed \$260.70. You missed a payment and then you made  
15 a payment. You got another bill. And so at some point  
16 you owed them \$260.70 plus two month's service; is that  
17 correct?

18 MR. DEWALT: Yes.

19 JUDGE HILLIARD: And do you know how much the  
20 total amount, the \$260 plus the two month's service?

21 MR. DEWALT: No, because it would be -- we  
22 have to remember that our arrangement is for an old

1 bill. Our new bill with Comm Ed is only for delivery.  
2 And so there is no way that it could be so high if it  
3 is only delivery charges.

4 JUDGE HILLIARD: I'm not asking how high it  
5 is. I'm asking do you agree under the budget you owed  
6 \$260.70. You missed a payment and then you got another  
7 bill. So you owed them for two months. Do you know  
8 how much that bill was for that two-month period?

9 MR. DEWALT: Well, if you go back it says  
10 from -- Exhibit 1, Page 4, our energy supply at this  
11 time is \$98.63. That is for Ambit Energy.

12 JUDGE HILLIARD: And that's from what period  
13 of time?

14 MR. DEWALT: That's service from 7/14/2012 to  
15 October 15, 2012. And like I stated, we were already  
16 in credit with our supplier at this time. So  
17 everything that we paid was going directly to our bill,  
18 our previous bill with Comm Ed.

19 JUDGE HILLIARD: Okay. What is your current  
20 status with Ambit?

21 MR. DEWALT: Our current status is we're  
22 still negative.

1 JUDGE HILLIARD: They owe you money?

2 MR. DEWALT: Yes. We actually changed our  
3 billing from budget billing to month-to-month, which is  
4 at a 6.2 kilowatt rate.

5 JUDGE HILLIARD: And what is your status with  
6 Commonwealth Edison. Are you keeping payment on the  
7 current bill?

8 MR. DEWALT: We have.

9 JUDGE HILLIARD: How much is at issue here as  
10 you figured it out, how much money is at issue?

11 MR. DEWALT: Well, our current bill is like  
12 \$900. It keeps going up.

13 JUDGE HILLIARD: And what do you think you  
14 owe?

15 MR. DEWALT: We don't think we owe them  
16 anything.

17 JUDGE HILLIARD: Do you agree that at one  
18 point you owed them \$260.70 and you defaulted on the  
19 bill?

20 MR. DEWALT: We do. And we didn't default at  
21 the 260 Page 6, Exhibit 1. We have the 297.72. And a  
22 payment of \$131. And they still sent the 145. And

1 they sent this -- if you look at Exhibit 6, there is a  
2 December 7th bill. "December 7th issue, Exhibit 1  
3 Page 6. Previous balance \$297.72. Thank you for the  
4 payment of \$131. Your amount due December 31, \$551."

5 JUDGE HILLIARD: Anything else that you want  
6 to say?

7 MR. DEWALT: No, sir.

8 JUDGE HILLIARD: Miss Lovett, do you have  
9 anything that you want to say?

10 MS. LOVETT: He explained it. No, sir.

11 JUDGE HILLIARD: You have any  
12 cross-examination?

13 MR. GOLDSTEIN: Yes, I do, sir.

14 CROSS-EXAMINATION

15 BY MR. GOLDSTEIN:

16 Q Mr. DeWalt, did you ever receive a Comm Ed  
17 bill that was issued in the name of Kina Lovett for  
18 \$11.71 or \$12?

19 A We have --

20 Q Could you provide it?

21 JUDGE HILLIARD: You looked for it?

22 MR. DEWALT: We moved and came up with all

1 the stuff we could do as to what we found from moving  
2 all of our bills.

3 BY MR. GOLDSTEIN:

4 Q In fact, Mr. DeWalt, you never received a  
5 bill for \$11.71 current or \$12; isn't that true?

6 A No.

7 Q You can't produce any bill for that amount?

8 A What I can produce is the rep's name and his  
9 ID Number 3438, Ryan on 12/6/12.

10 Q But in fact you have never ever received the  
11 bill for \$11.71 or \$12 as you testified to this  
12 morning?

13 A Not that I have in front of me.

14 Q Or not that you ever did receive it, correct?

15 JUDGE HILLIARD: I think you covered that,  
16 Mr. Goldstein. Why don't you move on?

17 BY MR. GOLDSTEIN:

18 Q When did you first go on a budget plan with  
19 Ambit Energy?

20 A Never.

21 JUDGE HILLIARD: You said you were on a  
22 budget plan with Ambit?

1                   THE WITNESS: Not with Ambit, never. With  
2 Comm Ed for a previous Comm Ed bill. Sorry. I'm  
3 thinking deferred payment. I'm sorry. Budget billing  
4 we went on that. They switched us over because of this  
5 issue around January or February of 2013, because of  
6 this issue here.

7 BY MR. GOLDSTEIN:

8           Q     What issue?

9           A     The issue that we had with you guys of Comm  
10 Ed overcharging us.

11          Q     And you never requested that you be on a  
12 budget plan with Ambit?

13          A     Yes, I did.

14          Q     So you were the one that initiated the budget  
15 plan with Ambit; is that correct?

16          A     Yes.

17                   JUDGE HILLIARD: When did that happen?

18                   THE WITNESS: When I signed up my service  
19 with Ambit.

20                   JUDGE HILLIARD: Which was when,  
21 approximately?

22                   THE WITNESS: Approximately the later months

1 of 2011.

2 JUDGE HILLIARD: Okay.

3 MR. GOLDSTEIN: I have nothing else, Judge.

4 JUDGE HILLIARD: Do you have any other  
5 witnesses? I don't think you do.

6 MS. LOVETT: No, sir.

7 JUDGE HILLIARD: At this point in the  
8 proceedings if you have no more evidence, why don't you  
9 offer Exhibits 1, 2 and 3 into evidence. Say "I would  
10 like to offer exhibits..." --

11 MR. DEWALT: I would like to offer Exhibits  
12 1, 2 and 3 into evidence?

13 JUDGE HILLIARD: You have any objections,  
14 Mr. Goldstein?

15 MR. GOLDSTEIN: I only have an objection to  
16 Exhibit 3 which is that check for \$300.83 issued on  
17 May 10, 2013 by Ambit Energy to Kina Lovett. There is  
18 no explanation of what that amount represents. We have  
19 no idea what that represent. We don't have an actual  
20 copy of the check which might indicate the basis for  
21 the issuance of the check. It is not evidence of  
22 anything and we object.

1 JUDGE HILLIARD: You want to respond to his  
2 comments?

3 MR. DEWALT: Yes, sir. We did e-mail you a  
4 copy of the billing payout from Ambit which shows you  
5 how we were credited and how much we were overpaying.  
6 I emailed it to you, your Honor and to Mr. Goldstein.

7 MR. GOLDSTEIN: I think that spreadsheet  
8 really doesn't explain that, Judge.

9 JUDGE HILLIARD: Well, I think Mr. DeWalt  
10 told us what he thinks the relevance of this document  
11 is. I would agree that there is some foundational  
12 issues, but I will admit the documents for whatever  
13 they are worth.

14 (WHEREUPON Exhibits 1, 2 and 3 were  
15 admitted into evidence)

16 JUDGE HILLIARD: Now you rest and now it is  
17 their chance to put their case on.

18 MR. GOLDSTEIN: I call Katrina Scrutchens.

19 JUDGE HILLIARD: Ma'am, you previously have  
20 been sworn. Go ahead and answer Mr. Goldstein's  
21 questions.

22 (WITNESS SWORN)

1

2

KATRINA SCRUTCHENS,

3

called as a witness herein, after having been first

4

duly sworn was examined and testified as follows:

5

DIRECT EXAMINATION

6

BY MR. GOLDSTEIN:

7

Q Miss Scrutchens, please tell the Judge and

8

everyone what your position is with Comm Ed?

9

A I'm currently Senior Supervisor in our

10

Billing Department.

11

Q And could you give us some general idea of

12

what your duties are as Senior Supervisor?

13

A I have 25 years of experience in dealing with

14

the customer accounts, reviewing customer records,

15

audit adjustment for accuracy and also have experience

16

explaining adjustments to our internal and external

17

customers.

18

Q And you are familiar with the Kina Lovett

19

account which is the subject of this Complaint?

20

A Yes.

21

Q And you have access to the Company's records

22

specifically with respect to Kina Lovett's account and

1 billing information; is that right?

2 A Yes.

3 Q Let me hand you what has been marked as Comm  
4 Ed Exhibit 2. You have that in front of you?

5 A Yes.

6 Q And could you explain what that exhibit is?

7 A This is an Activity Statement for electric  
8 service at 269 Flint Ridge Drive, Rockford Illinois,  
9 Comm Ed Account Number 3645783092 under the name Kina  
10 Lovett.

11 Q And what is the current balance on the  
12 account?

13 A The current balance that I'm looking at with  
14 this statement, Activity Statement will be \$530.51.

15 JUDGE HILLIARD: Where is that at?

16 THE WITNESS: I am sorry, Judge. I gave the  
17 wrong information. Current balance is \$929.84. Sorry  
18 about that, sir.

19 JUDGE HILLIARD: That is on the third page of  
20 Exhibit 2?

21 THE WITNESS: The first page at the top of  
22 the line where you see the "Mail To", if you go across

1 is current bill.

2 JUDGE HILLIARD: Balance due?

3 THE WITNESS: Yes. And it is also on Page 3  
4 at the bottom.

5 BY MR. GOLDSTEIN:

6 Q Now this Activity Statement, Comm Ed Exhibit  
7 Number 2, is this a record kept by Comm Ed in the  
8 ordinary course of its business?

9 A Yes.

10 Q And it is the business record of Comm Ed?

11 A Yes.

12 Q And as part of your position with Comm Ed, do  
13 you have access to this Account Activity Statement?

14 A Yes.

15 Q And you have reviewed the Account Activity  
16 Statement?

17 A Yes, I have.

18 Q And do you believe it is true and accurate?

19 A Yes.

20 Q Could you please walk through the exhibit and  
21 explain the billing adjustments on the Kina Lovett  
22 account?

1           A       Sure. I will start with the base that he's  
2     inquiring which is the billing period from July 18,  
3     2012 to August 15, 2012. The customer was billed for  
4     \$228.25. They paid \$229 on September 17, 2012.

5           JUDGE HILLIARD: Where are you looking at,  
6     ma'am?

7           THE WITNESS: I'm looking at the line on the  
8     Activity Statement.

9           JUDGE HILLIARD: Which page?

10          THE WITNESS: Page 2. We are starting on the  
11     date of 8/20/2012 with the electric service from July  
12     18, 2012 to August 15, 2012.

13          JUDGE HILLIARD: That appears on Page 2 of 3  
14     on Comm Ed Exhibit 2. And the far left hand side of  
15     the column is the date 8/20/12; is that correct?

16          THE WITNESS: That's correct.

17          JUDGE HILLIARD: And there is a number of  
18     entries in the middle of the page under the column  
19     "Charge Amount"?

20          THE WITNESS: Correct.

21          JUDGE HILLIARD: And there is a total bill  
22     amount which is over a couple of columns. The charge

1 or the charge amounts do they total the \$228.25?

2 THE WITNESS: Yes, they do.

3 JUDGE HILLIARD: Go ahead.

4 THE WITNESS: The customer made \$229 on  
5 September 17th.

6 JUDGE HILLIARD: And that appears further  
7 down on 9/17, opposite 9/17; is that correct?

8 THE WITNESS: Correct. On 9/14 the  
9 customer --

10 JUDGE HILLIARD: Where does that appear,  
11 9/14?

12 THE WITNESS: 9/14, that appears right  
13 below --

14 JUDGE HILLIARD: Under "Cancel Electric  
15 Service"?

16 THE WITNESS: Right below "Cancel Electric  
17 Service" where you see --

18 JUDGE HILLIARD: Reading from the left it  
19 says "9/18/12 Cancel Electric Service" and you have got  
20 a couple of dates, "8/15/12"; is that what you are  
21 referring to?

22 THE WITNESS: I'm referring to right here

1 where it shows the reinstatement.

2 JUDGE HILLIARD: What date is that?

3 THE WITNESS: That is the date of 9/13,

4 September 13th.

5 JUDGE HILLIARD: 2012.

6 THE WITNESS: Correct.

7 JUDGE HILLIARD: Reinstate AR from DPA?

8 THE WITNESS: Yes.

9 BY MR. GOLDSTEIN:

10 Q Could you explain what that means?

11 A When a customer defaults on the payment plan,  
12 Comm Ed takes the amount, add to the account and remove  
13 the account to kind of wash it out, because there is no  
14 more payment plan. They kind of cross each other out.  
15 When they're defaulting on a payment plan, they make it  
16 as it doesn't exist anymore, when they default. And  
17 then the balance gets added back on the account.

18 JUDGE HILLIARD: Does Mr. DeWalt have a copy  
19 of this.

20 THE WITNESS: Yes, they do.

21 JUDGE HILLIARD: Go ahead.

22 THE WITNESS: When they defaulted on the

1 payment plan, the balance that was remaining was  
2 \$335.70 that got added back onto the account.

3 JUDGE HILLIARD: What does that \$335.70 show?

4 THE WITNESS: The \$335.70 will be --

5 JUDGE HILLIARD: Bill out the DPA due to the  
6 default.

7 THE WITNESS: Correct.

8 JUDGE HILLIARD: Do you know what the  
9 components of the \$335? Where does that number come  
10 from?

11 THE WITNESS: The number of installments they  
12 had left on the Deferred Payment Plan.

13 JUDGE HILLIARD: Can you relate that to their  
14 Exhibit Number 1 with the seven pages? Is there  
15 anywhere where they were told they owed \$335.70 on the  
16 documents that they have submitted or any other bill  
17 that Comm Ed sent them?

18 THE WITNESS: Unfortunately, the bills that  
19 they are giving me are not showing the default. It is  
20 just showed them being on an installment.

21 JUDGE HILLIARD: Do you have a copy of  
22 another bill where the amount that you are discussing

1 shows up on a line item on the bill?

2 THE WITNESS: No, I do not. I just have it  
3 on the Activity Statement.

4 JUDGE HILLIARD: Go ahead.

5 THE WITNESS: When they defaulted, the  
6 \$335.70 was put back on the account. Because they had  
7 a 75 cent credit from the payment where they made the  
8 229, subtracted from the \$228.25, that 75 credit was  
9 deducted from the \$335.70 which left the amount of  
10 \$334.95. Okay. Their previous installment plan before  
11 they defaulted was \$87.10. Their new installment now  
12 is going to be \$86.90. That is the amount they are  
13 showing on the bill.

14 JUDGE HILLIARD: What bill?

15 THE WITNESS: The bill that is Exhibit 1,  
16 Number 4. On the backside it shows installment amount  
17 of \$86.90.

18 JUDGE HILLIARD: \$86.90.

19 THE WITNESS: Yes. Their next billing period  
20 is from August 15, 2012 to September 14, 2012 and that  
21 was in the amount of \$93.58. And \$53.12 was for the  
22 delivery service to Comm Ed and \$40.56 was to the

1 supplier. Customer paid \$100 on October 2nd of 2012.

2 Should I proceed, sir?

3 JUDGE HILLIARD: Yes.

4 THE WITNESS: The next customer bill was  
5 September 14, 2012 to October 15, 2012 in the amount of  
6 \$118.51. And that breakdown was \$31.61 for the Comm Ed  
7 delivery service. And \$86.90 for the Deferred Payment  
8 Plan.

9 JUDGE HILLIARD: I am looking at the total  
10 bill account and it says "\$112.19". How did you get  
11 there?

12 THE WITNESS: The reason why it shows  
13 \$112.19, sir, is because the customer had a credit of  
14 \$6.32 when they made the payment of \$100. That is  
15 subtracted from that \$118.51. On October 31st of  
16 2012 --

17 JUDGE HILLIARD: Where are you at now?

18 THE WITNESS: The last item.

19 JUDGE HILLIARD: All right.

20 THE WITNESS: -- we had to cancel that  
21 billing period. The reason why we had to cancel that  
22 billing period which would have been for the delivery

1 service of \$31.61 is because when we read the meter we  
2 send an electronic file to the supplier for the  
3 electricity that the customer used. The supplier did  
4 not receive the file. So that billing period from  
5 9/14/12 to 10/15/12, that's why you didn't see a line  
6 item billed to the supplier because they did not  
7 receive the usage. In order to give that supplier the  
8 usage, we have to cancel the bill and rebill that  
9 billing period to see if the electronic file gets sent.

10 So when we canceled that billing  
11 period -- excuse me, sir. That \$31.61 that we canceled  
12 was subtracted from the \$112.19 which put that balance  
13 at \$80.58 because we were removing the bill.

14 Then on November 2, 2012 is when we  
15 rebilled that billing period to send that file to the  
16 supplier. That was in the amount of \$210.82, which has  
17 the breakdown of \$31.61 for Comm Ed, \$98.63 for the  
18 supplier and \$80.58 for the Deferred Payment Plan.

19 JUDGE HILLIARD: But the \$80 doesn't appear  
20 in the balance forward column?

21 THE WITNESS: Yes, sir. On November 14, 2012  
22 there was an installment amount of \$86.90 added to the

1 customer's account. That was added to that \$210.82  
2 which put their amount at \$297.72.

3 On November 28, 2012, the customer  
4 defaulted on the payment plan. And at that time the  
5 balance in that Deferred Payment Plan was \$169.97. And  
6 that \$169.97 was added to that \$297.72 balance, which  
7 now puts that customer's balance at \$467.69.

8 Then on December 14, 2012 we received a  
9 payment from the customer for \$131.

10 JUDGE HILLIARD: Where does that appear?

11 THE WITNESS: On Page 3. And December 4,  
12 2012 it says "Payment". It is like in the middle  
13 column.

14 JUDGE HILLIARD: \$131.

15 THE WITNESS: Yes, sir. We subtracted the  
16 \$131 from the \$467.69, which puts the customer's  
17 balance at \$336.69.

18 On December 6, 2012, we canceled billing  
19 periods July 18, 2012 to October 15, 2012. And the  
20 amount was applied to the customer's account of  
21 \$324.98, which would have been any time we cancel bills  
22 any payments customers make we apply whatever balance

1 they have on the account. And that \$324.98 was  
2 subtracted from the \$336.69, which put that customer's  
3 balance at \$11.71.

4 JUDGE HILLIARD: That's when they had the  
5 conversation with Ryan?

6 THE WITNESS: I believe so, sir.

7 JUDGE HILLIARD: All right.

8 THE WITNESS: On December 7th, we rebilled  
9 the customer in the amount of \$533.80. That was for  
10 billing period July 18, 2012 to November 14, 2012.

11 JUDGE HILLIARD: Is that on here someplace,  
12 that number?

13 THE WITNESS: Yes, sir. It is on Page 3.  
14 That would be on that line, the three -- what I'm  
15 looking for is the amount he is asking about, which is  
16 the \$533.80 is not here, because they are  
17 subtracting -- they don't show a straight line item for  
18 the \$533.80. That is all the bills that you are seeing  
19 from November 4th for item, for billed line are adding  
20 up to that amount which is added to the \$11.71. And  
21 that is how we're getting to the \$545.51 that the  
22 customer owes.

1                   JUDGE HILLIARD:  What are the components of  
2  the 545.

3                   THE WITNESS:  Total of the rebilling and  
4  533.80 plus \$11.71.

5  BY MR. GOLDSTEIN:

6           Q       And what date was that done?

7           A       That was done on December 7th when we  
8  rebilled the account and we received a payment of  
9  \$15 from the customer and that would be subtracted from  
10 the \$545.51 which puts that customer's balance at that  
11 time of \$530.51.

12          Q       And with respect to the rest of what is shown  
13 on Page 3 of Comm Ed Exhibit 2, those are the various  
14 bills that were issued subsequent to the \$15 payment  
15 that was received on December 10th and it also shows  
16 the payments that were made by the customer on the  
17 account?

18          A       That is correct.

19                   JUDGE HILLIARD:  All right.  Do you know why  
20 this rebilling occurred for July, August, September and  
21 October?

22                   THE WITNESS:  Yes, sir.

1 JUDGE HILLIARD: Why?

2 THE WITNESS: On July 18, 2012 we obtained a  
3 regular reading on the meter of 47236, but in August,  
4 September and October, we weren't able to get a regular  
5 reading. Those bills were estimated. Because the  
6 customer was overestimated on those bills and we got a  
7 regular reading on November 14th, we canceled those  
8 bills and rebilled the customer. The customer's  
9 original usage from July 18, 2012 to October 15, 2012,  
10 was 3,819 kilowatts that we billed them for with  
11 estimated readings. When we canceled and rebilled  
12 them, it was 2,218 kilowatts, which is what we submit  
13 to the supplier.

14 JUDGE HILLIARD: All right. I asked  
15 Mr. DeWalt a question. There is, according to the  
16 bills before all this adding and subtracting took  
17 place, the amount due is \$260. And they didn't pay for  
18 a month. And then they -- there was a discussion they  
19 had with Ryan where they were told that the bill was  
20 \$12.71. Do you know what the actual electric bills for  
21 those two months after they got the bill for  
22 \$260.70 should have been?

1           THE WITNESS: I think I understand your  
2 question, but I'm not sure.

3           JUDGE HILLIARD: On Page -- on the backside  
4 of the third page of their Exhibit 1 --

5           THE WITNESS: Which exhibit, sir? Three?

6           JUDGE HILLIARD: Page 4, Exhibit 1, backside  
7 of the page.

8           THE WITNESS: At that time I would not know  
9 what the utility bills would have been because they  
10 wouldn't have been issued, because when he received  
11 this statement --

12           JUDGE HILLIARD: I want you to bill on this  
13 number. As of the date of this bill, November 2nd, it  
14 says that the amount due was \$210.82.

15           THE WITNESS: As of November.

16           JUDGE HILLIARD: November 2nd.

17           THE WITNESS: November 2nd. So the  
18 \$210.82 --

19           JUDGE HILLIARD: I see that on your Exhibit  
20 Number 2 opposite the date 11/2/12, okay?

21           THE WITNESS: Okay.

22           JUDGE HILLIARD: What were the utility

1 charges, the delivery charges and the supply charges  
2 for the next two months?

3 THE WITNESS: After 10/15 to 11/14 the  
4 utility bill was \$35.12 which is the delivery charge  
5 and I'm showing that the supplier submitted to us  
6 \$394.52.

7 JUDGE HILLIARD: But that is some sort of a  
8 rebilling, isn't it, that \$394?

9 THE WITNESS: That 394.52 that is correct,  
10 sir. Part of that is rebilling from 7/18/12 to  
11 2/15/12.

12 JUDGE HILLIARD: If you look at Exhibit 2  
13 again, you have a credit amount on 12/6 of \$324.98.  
14 You see that?

15 THE WITNESS: That is --

16 JUDGE HILLIARD: What is that number?

17 THE WITNESS: That is the amount when we  
18 canceled the bills.

19 JUDGE HILLIARD: And the \$394 is when they  
20 are being rebilled?

21 THE WITNESS: Sorry. Where are you seeing  
22 \$394?

1 JUDGE HILLIARD: The Charge Amount column.

2 THE WITNESS: Okay, the \$394.52 that is the  
3 rebill from the supplier, not the delivery.

4 JUDGE HILLIARD: So the \$324 is a credit from  
5 the supplier and the \$394 is a debit from the supplier?

6 THE WITNESS: The \$394.98 is the credit from  
7 the customer to Comm Ed, the delivery, sir.

8 JUDGE HILLIARD: I think I understand why  
9 these people are utterly confused by this. You have to  
10 have somebody with 25 years experience to even attempt  
11 to explain it. Why? They had a budget payment plan.  
12 They owed -- they had three more payments to make.  
13 They missed a payment and owed for the budget payment  
14 plan and then they owed for service. Why you are  
15 taking money away and adding back hundreds of dollars  
16 makes no sense to me. It seems to me that they owed  
17 \$260.70 on the budget and then they owed for two months  
18 of service.

19 MR. GOLDSTEIN: But, Judge, part of the  
20 problem here is the issue with their supplier?

21 JUDGE HILLIARD: I understand.

22 MR. GOLDSTEIN: It is hard to -- when

1 somebody goes to an electric supplier and then there  
2 are problems with the supplier billing and they default  
3 on a plan that they have with Comm Ed, that is what  
4 leads to all the problems and we can't controller that.

5 JUDGE HILLIARD: Well, you can make the bills  
6 more understandable.

7 MR. GOLDSTEIN: Well, Judge, you may be  
8 correct about that. I don't know that I could dispute  
9 that. But these bills that are issued by the Company,  
10 the billing formats have been approved by the  
11 Commission and that is all we can do. I mean if the  
12 Commission wishes to issue some kind of proceedings to  
13 review the formatting of the bills, that's a different  
14 story. And part of the confusion is the supplier  
15 billing here. Each one of the bills that have been  
16 provided on Complainant's Exhibit Number 1 asks them to  
17 refer back to their supplier for an explanation of the  
18 details, every single one. When they went -- going  
19 back to the supplier for their energy services.

20 You may have a valid point. I'm not  
21 disputing that. But all I'm saying is that the billing  
22 is whatever the billing is, because that is the kind of

1 billing that the Commission has approved. And part of  
2 the problem is with the supplier.

3 MR. DEWALT: Your Honor, the problem occurred  
4 September -- when they came -- when they came and  
5 zeroed out our account and redid it ourselves, because  
6 we were reading our own --

7 JUDGE HILLIARD: Who is "they"?

8 MR. DEWALT: Comm Ed. We were reading our  
9 own meter and they came maybe a month later and redid  
10 it. That's why they show the canceled service. They  
11 redid it. Where they had to do it themselves, which  
12 kicked us off the budget billing and proceeded to all  
13 these other charges from them canceling our service by  
14 them redoing the meter themselves. Then they pushed  
15 the finger to Ambit. We called Ambit and they said the  
16 issue is not with them. It is with Comm Ed who handles  
17 their billing. Comm Ed handles the billing for Ambit.

18 So Comm Ed tries to manipulate  
19 alternative supplier customers to get them to switch  
20 back. That is the whole major problem.

21 JUDGE HILLIARD: That's not --

22 MR. GOLDSTEIN: This is conjecture on the

1 part of --

2 JUDGE HILLIARD: That is not part of the  
3 proceedings. I understand that is your opinion, but  
4 that is really not what I'm --

5 MR. DEWALT: But it started in September when  
6 they came and we were reading the meter ourselves  
7 calling Comm Ed. And they came and redid it  
8 themselves, which canceled us. And they redid it and  
9 started coming to read it themselves. This is where  
10 all this problem occurred by them rebilling the meter.

11 JUDGE HILLIARD: You have anything else,  
12 Mr. Goldstein?

13 BY MR. GOLDSTEIN:

14 Q We have Comm Ed Exhibit 1 which is the meter  
15 reading history. Miss Scrutchens, this is a Comm Ed  
16 rather business record; is it not?

17 A Yes.

18 Q And it shows the readings, the estimated  
19 readings that were taken of the Kina Lovett account?

20 A Yes.

21 Q And you would have access to that record,  
22 would you not?

1           A       That's correct.

2                   MR. GOLDSTEIN:  There has been some  
3 discussion of the fact that there was some estimated  
4 readings in there.  It is part of Miss Scrutchens'  
5 testimony.  I think that is about all I have.

6                   JUDGE HILLIARD:  All right.  As a net result  
7 of the estimates were these people under billed or  
8 overbilled?

9                   THE WITNESS:  The estimates, sir, they were  
10 overbilled.

11                  JUDGE HILLIARD:  When was -- in dollar  
12 amount, what is the range of the overbilling?

13                  THE WITNESS:  I didn't figure that part out.  
14 I don't know what that amount is.  I would have to add  
15 that up and see.

16                  JUDGE HILLIARD:  Is it \$100?

17                  MR. GOLDSTEIN:  I believe Miss Scrutchens'  
18 testified as to the number of kilowatts that were  
19 overbilled.  She did not calculate the amount of the  
20 bill.

21                  THE WITNESS:  No, I did not, sir.

22                  MR. GOLDSTEIN:  We could provide that for the

1 record.

2 JUDGE HILLIARD: I don't understand how this  
3 got so out of hand. There is a problem here. They  
4 made some efforts to deal with the problem. They owed  
5 -- they defaulted on the budget amount. They owed --  
6 the payment plan they owed that and then they owe the  
7 monthly service. I don't know how they get from \$260  
8 to \$545 in one month.

9 THE WITNESS: When they went from \$297.72,  
10 when they went from that amount, that defaulted, that  
11 installment plan wasn't added to the account yet, so  
12 the amount got added to that also. At the time they  
13 showed that balance of \$297.72, they were still on a  
14 payment plan. They had not defaulted yet. If you look  
15 at the line item going across, that was back in  
16 November when you are speaking of the \$297.72 balance,  
17 November 28th. And you will see on November 28th, that  
18 same time span is when they defaulted.

19 JUDGE HILLIARD: So it is -- \$297.72 is the  
20 current balance that they owed and on top of that they  
21 owed 260?

22 THE WITNESS: No, sir. \$297.72 was the

1 balance and then the \$169.97 which is the default which  
2 would have been the remaining installments that they  
3 would have owed us if they were still on the plan.

4 JUDGE HILLIARD: On the payment plan?

5 THE WITNESS: Correct, sir.

6 JUDGE HILLIARD: So it is \$297.72 plus \$160.

7 THE WITNESS: \$169.97.

8 JUDGE HILLIARD: Where are you reading that  
9 from?

10 THE WITNESS: Keep going down the line on  
11 November 28, 2012, bill out DPA. That is the Deferred  
12 Payment Plan, sir, due to default.

13 MR. DEWALT: Your Honor, excuse me. Did you  
14 add the \$131 payment substracted from the \$297.  
15 Exhibit 1 Page 6 Issue Date December 7th, total payment  
16 \$131, previous balance \$297.72?

17 JUDGE HILLIARD: I'm just asking a question.  
18 Can you answer his question?

19 THE WITNESS: Yes, sir. We did substract the  
20 \$131 payment that the customer made. But if you also  
21 still add in a default of the \$169.97 it still is going  
22 to put the customer balance at \$336.69.

1 JUDGE HILLIARD: How do we get to \$545.51?

2 THE WITNESS: We get to 545.51, sir, because  
3 \$324.98 is when Comm Ed canceled the bills. The  
4 delivery service we billed to the customer, we canceled  
5 those bills, those estimated bills, which comes up to  
6 that amount. When we subtract that from the \$336.69,  
7 that customer balance, that left that \$11.71.

8 JUDGE HILLIARD: Wait a minute. \$11.71?

9 THE WITNESS: Yes, sir. When we add the  
10 rebilling to that \$11.71, sir, which covered the  
11 billing period from --

12 JUDGE HILLIARD: \$11.71? No \$11,000.

13 THE WITNESS: Excuse me, sir, \$11.71.

14 JUDGE HILLIARD: And the total is what?

15 THE WITNESS: We add the rebilling from  
16 July 18, 2012 to October 15, 2012, which also would  
17 have included the current bill from October 15, 2012 to  
18 November 14, 2012, you would get the \$533.80 rebill to  
19 the customer.

20 BY MR. GOLDSTEIN:

21 Q And who provided -- if I may, Judge, did Comm  
22 Ed do the rebill for Ambit or did Ambit provide those

1 figures to Comm Ed for energy services for the billing  
2 of the Lovett account?

3 A Ambit supplied the billing to us. We  
4 supplied them with the usage. And they supplied us  
5 with the amount, the dollar amount to add on the bill.

6 MR. GOLDSTEIN: Judge, and that goes back to  
7 my original point that, you know, that's part of the  
8 problem. And the other part of the problem is, as I  
9 tried to point out on Complainant's Exhibit 3, they  
10 have a credit here, a check here for \$300.80 and we  
11 can't figure out what it is for.

12 MR. DEWALT: The check is right here from the  
13 Exhibits I sent you in an e-mail. I gave you the same  
14 breakdown like you guys have for the whole year that we  
15 were --

16 JUDGE HILLIARD: Where on your e-mail is the  
17 \$300.83?

18 MR. DEWALT: Right here on the e-mail is a  
19 credit of 338. They actually billed \$1,332.22. And we  
20 were credited \$300.83 which left a balance of \$1,031.39  
21 that we have paid since we have been with Ambit. The  
22 problem is -- like I said, if you look at Exhibit 1

1 Page 5 it says "Miscellaneous charges from previous  
2 bill was \$130.24." The Deferred Payment arrangement  
3 \$167.48, which gives a total of \$297.72 which it says  
4 payment plan balance is only \$173.80 with two payments  
5 remaining. That's on November 14, 2012.

6 JUDGE HILLIARD: That's when the rebilling  
7 takes place.

8 MR. DEWALT: And then on December 7th,  
9 Page 6, Exhibit 1 for \$297.72. Payment of \$131, amount  
10 due, \$545.50. And the \$300 is from our credit that we  
11 had with our supplier. So all the money that we've  
12 given Comm Ed was supposed to be paying for all of this  
13 stuff because we have a credit with our supplier at the  
14 time all this occurred.

15 JUDGE HILLIARD: Anything else?

16 MR. DEWALT: This is why they issued it  
17 without the check.

18 JUDGE HILLIARD: Do you have anything else,  
19 Mr. Goldstein.

20 MR. GOLDSTEIN: Other than moving into  
21 evidence Comm Ed Exhibit 1 and 2.

22 JUDGE HILLIARD: Any objections?

1 MR. DEWALT: No, sir.

2 JUDGE HILLIARD: Those would be admitted.

3 (WHEREUPON Comm Ed Exhibits 1 and 2  
4 were marked and admitted into  
5 evidence)

6 JUDGE HILLIARD: Do you rest?

7 MR. GOLDSTEIN: I have nothing else, Judge.

8 JUDGE HILLIARD: You have any  
9 cross-examination for their witness?

10 MR. DEWALT: No.

11 JUDGE HILLIARD: Then we're done for today.  
12 The process is the Court Reporter writes up what we  
13 said today and then it is my job to come up with a  
14 proposed order resolving these issues. I send that  
15 order to the Clerk and the Clerk sends it to you. So  
16 you need to monitor your mail, to look for mail from  
17 the Commerce Commission. You can also check the  
18 Commerce Commission website and navigate to your file  
19 and look under documents. When that proposed order  
20 goes out, you can make objections to what I've written.  
21 And usually we provide two weeks for those objections.  
22 The other side gets to make objections too and then you

1 have another week in which you could comment about what  
2 Comm Ed has said about any objections you might make.  
3 Then the proposed order, with any changes that I might  
4 make as a result of the comments goes to the Commission  
5 and the Commission can approve it or they can deny it  
6 or they can change it. So that may take some time,  
7 because it is all pretty confusing. We're done for the  
8 day.

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10 (WHEREUPON the hearing was  
11 adjourned at 12:30 p.m.)

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