

ILLINOIS COMMERCE COMMISSION

2013 DEC 27 A 10:48

Mary Madison

-vs-

Commonwealth Edison Company

Complaint as to over-billing/charges
in Chicago, Illinois.

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12-0416 CLERK'S OFFICE

Served Electronically

PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION TO DISMISS

This was a case of overbilling that has turned into a case intentional and willful obstruction of justice. As demonstrated in the below mentioned the facts prove that by Com Ed's own admission that the meters were intentionally and willfully removed and replaced eradicating an intricate and irreplaceable component of the matter, as well as, refusing to provide standard customer information, test results, coupled with the intent to burdensome and wearisome to create constraints and bottlenecks that would cause faltering and fainting.

Com Ed intentionally and knowingly fraudulently misrepresents the lack of access to the property to read the meters by not clearly and accurately espousing upon the agreed upon parameters and communications:

On 7/8/13 the meters were to be tested; however, much to my dismay work commenced without my knowledge and did not conclude until 7/9/13. The end result of that work was the (2) two meters in questioned being exchanged without prior consent or approval. Exhibit 11

On or about 8/28/13 an email was received requesting a meter reading on 9/18 Exhibit 10

Exhibits 7-9 engage in dialogue about the parameters of the impending 9/18 meter read

On or about 9/19/13 an email was sent stating that the meter reader had not shown up at 8:00 Exhibit 3

On or about 9/20/13 an email was sent following up on the 9/18/13 missed meter read-to date no response Exhibit 5

On or about 9/23/13 an email was sent following up on the 9/18/13 missed meter read-to date no response Exhibit 6

On or about 10/18/13 a meter read was to ensue at 8:00 am Exhibit 1a

Exhibit 4 email offering alternate time for meter read

Exhibits 1a-1d describe the chains of events by email

Emails (Exhibit 1a,b,&d) all at 8:07 am state that meter reader would be there in a minute, that he will walk back, that he was there all simultaneously.

Exhibits 1a1 and 1a2 are still pictures of communication log with meter reader

On or about 11/14/13 an email was sent following up and addressing the 10/18/13 failed meter read and a request to schedule a subsequent meter read to date no response

Exhibit 2 still shots of meter reading calling on or about 12/18/13 @ 7:55 pm to schedule a meter read for 12/19/13 between 11:00 am and 1:00 pm and returned called on 12/19/13 @ 10:51 am to date no return call or meter read

Exhibit 2a audio clip of Earl the meter reader's request to read the meter at 1525 W 79th

It is apparent to me that since it was clearly established at the onset of this filing that the scope of business had changed and that accessibility would be limited that these halfhearted attempts to read the meter are construed to be wearisome and burdensome; as one knows that systemically a person would have to carve out time monthly to meet the meter reader, which means time would have to be taken away from ones other obligations such as work where business needs change momentarily. Understanding the encumbering weight of this daunting task time is not important to Com Ed, as that this

there meter reader's job to read meters all day. Furthermore, Com Ed having full knowledge that this burdensome ploy would eventually cause a conflict with one's employer, causing other constraints, that would ultimately force one to concede to not being able to meet these monthly demands of meeting the meter reader at his discretion of time. Thereby, creating a vexing picture of an uncooperative disgruntle customer who is alluding meter reading and payment of an unconscionable bill of over \$43,000.00. To lend credence to this theory the counsel, Attorney Goldstein, for Com Ed had the unmitigated gall to ask the Judge that I be sanctioned to wait on the meter reader all day; how uncouth.

In addition, while being on the record at the ICC on 12/17/13 Erin Buechler stated when it was asked her by Judge Kingsley about alternate times to read the meter that before 8:00 am and after 2:00 pm would be over time. Ironically enough concessions of perhaps having to incur additional costs are not favorable for Com Ed, but it is deemed favorable for me to lose time and money from my job, hum!

The most iconic part of this scenario is that the meter reader Earl is so dedicated that he called me at 7:55 pm night before last 12/18/13 leaving a message that he would be reading the meters between 11:00 am and 1:00 pm on 12/19/13. Clearly way beyond the alleged normal working hours for meter readers, as well as, normal working hours for normal Com Ed service employees. Wow what dedication. So much so, that when he was phoned back to schedule an appointment on 12/19/13 he never called back to read the meter.

Furthermore, when the meters were exchanged without my foreknowledge or permission and replaced, the replacement meters should have been ones that could be read automatically. In exercising one's due diligence through research, it came to me that these meters were available; if that information could be garnered by me surely they were in possession of that information. Failure to implement this information of installing an automatic reader is contrary to the mandates of accessibility, as well as, a continued wearisome burden on top of the unconscionable bill of over \$43,000.00 and the impending law suit filed against me while still in this forum.

Ms. Buechler went on to say on the record that she told me that the meter could not be tested in the field; thereby prompting the exchange of the meter. This information was provided well after the meter was installed. Well from my limited scope of knowledge, if one feels that it is too costly to pay an individual 1.5 times the wage for a maximum time of perhaps at the most an hour, it is unfathomable to even conceive that meters would be purchased from a vendor that could not be serviced in the field. As that would mean that every time a meter needed testing it would have to be removed, with an associated labor cost, replaced with a new meter, with an associated material and labor cost, tested, with an associated labor cost, as well as, other associated cost such as but not limited to customer service, data entry, analysis, etc..; this method lacks business savvy and profitability and at the very least is poor business acumen.

Furthermore, it is against best practices to develop a product that is non-serviceable and considering the suppliers of meters are a niche market, must meet ANSI and other certification schemes that concept is truly erroneous and fallible.

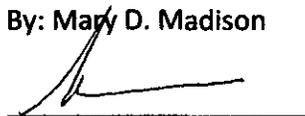
In addition, obtaining meter readings from the new set of meters will not remediate the issues of overbilling prior to 7/9/13, as there is no way to correlate the old and new meters, nor will it affirm or deny if a foreign load existed, as well as, any of the relevant and germane questions raised during this matter. Moreover, the issue of overbilling never stopped, as the bills following the additional amount owed, were quantum's higher than previously; whereby, less than a (2) two year span it is alleged that more than \$23,000 dollars of electricity has been consumed. This is sublime to ridiculous. Previous years consumption averaged less than \$3,300.00/year what they are proposing is almost (4) four times greater, coupled with the reduction in the scope of business.

Consequently, it is my belief that this allege malefaction of failing to access the property is unwarranted and unmerited and is a ploy to be wearisome and burdensome in an effort to

evade the issue at hand of overbilling and supply the requested information regarding the proper protocol, best practices, logs and the likes, as well as, willfully removing and destroying the evidence. Moreover, it is my belief that this has been a demonstration of a gross propensity to implore divisive and deceptive and fraudulent business practices to become unjustly enriched at the expense of not only me, but other numerous defenseless customers. Therefore, the dismal of this case, in my opinion, would be in line with the obstruction of justice in Com Ed's furtherance of illegal business activities of overbilling and willful tampering of evidence.

Conclusively, for the foregoing reasons, plaintiffs respectfully request that this Court deny the motion of defendants to order dismissal of this case.

Submitted By: ~~Mary~~ D. Madison

A handwritten signature in black ink, appearing to read 'Mary D. Madison', is written over a horizontal line.

Mary Madison

1525 W. 79th St.

Chicago, IL 60620

773.297.9569

From: mdj123197 <mdj123197@aol.com>

To: steague <steague@icc.illinois.gov>; mlglawoffices <mlglawoffices@aol.com>

Subject: Fwd: Response to Motion to Dismiss

Date: Fri, Dec 20, 2013 4:15 pm

Attachments: comed.wpl (570), Exhibit_3_Com_ed.pdf (200K), Exhibit_4_Com_ed.pdf (133K), Exhibit_1_Comed_1a_1b_1c_1d_exhibits.pdf (394K), Exhibit_5_Com_Ed.pdf (206K), Exhibit_6_Com_Ed.pdf (241K), Exhibit_7_Com_Ed.pdf (230K), Exhibit_8_Com_Ed.pdf (224K), Exhibit_9_Com_Ed.pdf (204K), Exhibit_10_Com_Ed.pdf (161K), Exhibit_11_Com_ed.pdf (207K), Comed_opp1220.docx (54K)

-----Original Message-----

From: mdj123197 <

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To: steague <

>; mlglawoffices <

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Sent: Fri, Dec 20, 2013 4:01 pm

Subject: Response to Motion to Dismiss

Please find attached the response to dismiss; there will 3 additional emails with Exhibits 1a1 and 1a2, and 2. Thank you

Mary Madison

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 20, 2013, I, Mary D. Madison served a true and correct copy of the above and foregoing has been furnished by Electronic Service to the following party:

Mark L. Goldstein

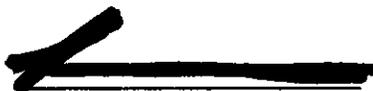
Attorney of Record

For Common Wealth Edison

3019 Province Circle

Mundelein, IL 60060

MLGLAWOFFICES@aol.com

A handwritten signature in black ink, appearing to read 'Mary Madison', with a horizontal line drawn underneath it.

Mary Madison