

1 STATE OF ILLINOIS )  
2 COUNTY OF COOK ) SS.  
3

4 BEFORE THE  
5 ILLINOIS COMMERCE COMMISSION

6 RICHARD FOWLER )  
7 vs. ) No. 14-0146  
8 COMMONWEALTH EDISON COMPANY )  
9 COMPLAINT AS TO BILLING/CHARGES )  
10 IN ROSELLE, ILLINOIS

11 Status Hearing in Chicago, Illinois

12 Met pursuant to Notice on April 22, 2014, before the  
13 ADMINISTRATIVE LAW JUDGE JOHN T. RILEY

14 APPEARANCES:

15 MR. RICHARD FOWLER  
16 Appearing Pro Se;

17 MARK L. GOLDSTEIN, P.C., by  
18 MR. MARK L. GOLDSTEIN  
19 On behalf of Commonwealth Edison Company;

20 COMMONWEALTH EDISON COMPANY, by  
21 MS. ERIN BUECHLER  
22 On behalf of Commonwealth Edison Company.  
23  
24  
25

1 ADMINISTRATIVE LAW JUDGE RILEY: Pursuant to the  
2 direction of the Illinois Commerce Commission, I call  
3 Docket 14-0146. This is a complaint for Mr. Richard  
4 Fowler vs. Commonwealth Edison Company as to billing  
5 and charges in Roselle, Illinois.

6 Mr. Fowler, it's my understanding at this  
7 time that you are proceeding without an attorney; is  
8 that correct.

9 MR. FOWLER: That is correct.

10 ADMINISTRATIVE LAW JUDGE RILEY: And I just want  
11 to advise you that if at any time you do want to have  
12 an attorney appear on your behalf, you may do so. They  
13 would have to take the record as they find it. You  
14 would not be able to go back and start over.

15 MR. FOWLER: Okay.

16 ADMINISTRATIVE LAW JUDGE RILEY: And just to  
17 confirm that you are -- your mailing address is  
18 665 Crest Drive, in Cary, Illinois.

19 MR. FOWLER: That is our new address.

20 ADMINISTRATIVE LAW JUDGE RILEY: That's the new  
21 one. And this is a coincidence, I guess, that your  
22 prior address was 665 Larson Lane in Roselle.

23 MR. FOWLER: We wanted 666, but we couldn't get  
24 it.

25 ADMINISTRATIVE LAW JUDGE RILEY: Okay. And,

1 Mr. Goldstein, you are in appearance for ComEd?

2 MR. GOLDSTEIN: Yes, on behalf of Commonwealth  
3 Edison Company, Mark L. Goldstein, 3019 Province  
4 Circle, Mundelein, Illinois 60060. My telephone number  
5 is (847) 949-1340. With me this morning is --

6 Do you want to introduce yourself?

7 MS. GRAHAM: Rebecca Graham, 115 South LaSalle,  
8 Suite 2600, Chicago, Illinois 60603. My phone number  
9 is (312) 505-8124.

10 ADMINISTRATIVE LAW JUDGE RILEY: All right. Thank  
11 you.

12 Mr. Fowler, in a nutshell, is your complaint  
13 that you received an estimated bill for a final -- as a  
14 final reading?

15 MR. FOWLER: It's one of the issues, sir.

16 ADMINISTRATIVE LAW JUDGE RILEY: Take me through  
17 the rest of it.

18 MR. FOWLER: Well, what we have here is -- I'll  
19 try to make it as simple as possible because it was  
20 kind of confusing at the beginning. We put our house  
21 up for sale in Roselle and we had a buyer come  
22 in and -- Should I say it was a buyer from hell?

23 ADMINISTRATIVE LAW JUDGE RILEY: Okay.

24 MR. FOWLER: (Continuing.) -- we got some  
25 indication on closings. And the reason why they picked

1 the date of the 15th to close was that the buyer had  
2 two small elementary-aged children that they wanted to  
3 get enrolled and the date was the 15th. So what I did  
4 is said, okay, we'll start the ball rolling here and I  
5 made arrangements to move out as soon as I could at  
6 that date. And we notified all the utilities in saying  
7 here's what we are doing and at such time as the new  
8 owners will be, I guess, contacting ComEd and the other  
9 utilities to transfer their responsibilities for the  
10 utilities. Now, again, they needed to get out -- or  
11 they needed to establish residency by the 15th to meet  
12 this school district's calendar.

13 ADMINISTRATIVE LAW JUDGE RILEY: Right.

14 MR. FOWLER: We made arrangements again to move  
15 out. We did, but we had some items that caught us by  
16 surprise because we couldn't move them out. There was  
17 only my wife and I at the time -- we're senior  
18 citizens -- and these were light stuff like stuff in  
19 the kitchen and things like that. So we made  
20 arrangements and said, okay, we're going to do this:  
21 We'll have our movers come in, do the big stuff, and  
22 the little stuff that we're not going to trust them  
23 with, we will take out. Well, at that point in time --  
24 Again, we contacted the movers. We also the signed  
25 papers -- pre-signed the closing papers. There was a

1 lot of discussion as to the date of the 15th and if  
2 they could --

3 ADMINISTRATIVE LAW JUDGE RILEY: With regard to  
4 the 15th, what month and year?

5 MR. FOWLER: I'm sorry. August.

6 ADMINISTRATIVE LAW JUDGE RILEY: This is last  
7 August?

8 MR. FOWLER: Yes.

9 ADMINISTRATIVE LAW JUDGE RILEY: Okay. August 15,  
10 2013.

11 MR. FOWLER: Apparently, they all of a sudden had  
12 some problems with their financing, but we had already  
13 made arrangements to get out because they wanted --

14 ADMINISTRATIVE LAW JUDGE RILEY: You were  
15 accommodating them?

16 MR. FOWLER: To accommodate them. I contacted  
17 ComEd and said, okay, I think -- I would like you to  
18 prepare a final bill for us so we can clear it out and  
19 let the new owners take over from that point in time.  
20 And shortly after that -- There was no furniture in the  
21 house, and we basically -- with the exception of some  
22 incidental breakables, we were out of there.

23 ADMINISTRATIVE LAW JUDGE RILEY: So you vacated  
24 the premises by maybe the 15th of August?

25 MR. FOWLER: It was a little after the 15th.

1 ADMINISTRATIVE LAW JUDGE RILEY: Okay.

2 MR. FOWLER: And on September the 4th, ComEd  
3 issued a final bill, which was estimated. And I says,  
4 well, how can you estimate a final bill? So this  
5 developed a lot of questions back and forth, back and  
6 forth; and we had some discussions. Now, we didn't  
7 move in to our new home because we didn't close on it  
8 until --

9 MRS. FOWLER: 9/11.

10 MR. FOWLER: -- September, mid September; so we  
11 moved in to our summer home in Wisconsin so we didn't  
12 have to sleep on the floor as much as we could. I  
13 thought we were going pretty good. But, again, I had a  
14 real serious problem about this estimated bill. So I  
15 wrote a letter to ComEd -- this lady here sitting --  
16 saying, hey -- And they sent me a run, just one of  
17 their computer runs -- which really I don't like  
18 because it doesn't do what I wanted it to do - and it  
19 says that -- On the bottom here, they had some late  
20 charges and things like that. And then they had a  
21 transfer on October the 1st of \$212.92.

22 So what I found out that meant is that --  
23 and I couldn't justify what that was and asked, that  
24 that was a transfer of the remaining amount that I owed  
25 on the Roselle house. So what they did without any

1 notification at all, they just put it on the backside  
2 of my current bill for the new house. And I said,  
3 whoa, that's not how to do it, you know. How are you  
4 going to do this because you estimated a bill? How did  
5 you come up with this amount? That went on and on and  
6 on.

7 ADMINISTRATIVE LAW JUDGE RILEY: So are you saying  
8 that the \$212, that was tagged onto your existing bill?

9 MR. FOWLER: Yeah, the backside.

10 ADMINISTRATIVE LAW JUDGE RILEY: Was that old  
11 estimated bill?

12 MR. FOWLER: That was the old estimated bill, sir.

13 ADMINISTRATIVE LAW JUDGE RILEY: When you departed  
14 the premises?

15 MR. FOWLER: Right.

16 ADMINISTRATIVE LAW JUDGE RILEY: Okay. And that  
17 had not been paid?

18 MR. FOWLER: I didn't know what it was. I asked  
19 for an explanation to it; I never got it.

20 ADMINISTRATIVE LAW JUDGE RILEY: Okay. Continue.

21 MR. FOWLER: I have it in writing here.

22 But we finally moved in the new house, and  
23 we were getting services there and we noted that the  
24 services at the new house was showing the meter reading  
25 as estimated, estimated, estimated. And I says, well,

1 how do you estimate something that you really have no  
2 history on because we're new and we are probably going  
3 to use different usage, kilowatt hours or whatever it  
4 is, than the previous owner because we wouldn't know  
5 what he had. To make a -- kind of a long story short,  
6 if I can do it, we had numerous conversations here and  
7 weren't getting anywhere. So I filed an informal  
8 complaint here.

9           During that time, we were continuing to get  
10 bills. And as I explained to ComEd in writing -- I  
11 tried to call them. On their customer service  
12 people -- to make it polite -- they're rude and they've  
13 even called me a liar. I don't take that very often.  
14 And what happened then is the \$212 seemed to be  
15 multiplying and I had no idea why because we were out  
16 of there.

17           ADMINISTRATIVE LAW JUDGE RILEY: That's generally  
18 late fees and taxes.

19           MR. FOWLER: Tremendous late fees; it must be  
20 tremendous late fees. And I didn't even ask --

21           ADMINISTRATIVE LAW JUDGE RILEY: That's the way --  
22 I would not be surprised.

23           MR. FOWLER: -- what these were for. Yes.

24           ADMINISTRATIVE LAW JUDGE RILEY: Go ahead.

25           MR. FOWLER: And I said please explain and let's

1 knock this off because I was paying the current amount  
2 that was shown on these bills.

3 ADMINISTRATIVE LAW JUDGE RILEY: You were paying  
4 the undisputed amounts, right?

5 MR. FOWLER: That is correct. And I felt that  
6 until they give me a satisfactory answer as to why I'm  
7 up to almost \$400 from 100 -- or 212 in a relatively  
8 short time -- and the only thing I was getting was  
9 continuing estimated bills and the only thing I could  
10 determine here because I wasn't getting any answers was  
11 they were applying not only late charges to my current  
12 bill because they were taking some of that money and  
13 applying it to the past due -- I assume that only,  
14 sir -- and then they were compounding the issues by  
15 issuing late charges and fees and everything else on  
16 the current bill, which I paid, plus what they  
17 considered the overdue bill.

18 Just to do some homework on here, and if the  
19 Court is interested, I saw a pattern here develop  
20 because I went to a -- what they call a score card of  
21 these people who keep records of the performance of  
22 utilities. And this happened to be called a score  
23 card. I ran it on ComEd. And it seems that I saw  
24 repetitious of what I was going through with  
25 400 complaints that they received from customers, and

1 these particular people said -- that do the surveys or  
2 whatever it is, rated ComEd on 400 as being terrible  
3 and being the absolute lowest. And then they would  
4 give the people who wrote in to complain -- they listed  
5 them. I only took a sampling of it because there are  
6 400 of them for the period I picked. So I determined  
7 that there's a pattern here, and some of the individual  
8 comments made by their customers was a match of what  
9 was going on with me and they weren't getting any  
10 answers because in plain -- in some of these things,  
11 they said they were -- when they called, their support  
12 unit didn't exist. We tried to get -- It's like trying  
13 to get information out of Fort Knox and --

14 MR. GOLDSTEIN: You know, this --

15 ADMINISTRATIVE LAW JUDGE RILEY: Okay.

16 MR. FOWLER: (Continuing.) -- on and on.

17 MR. GOLDSTEIN: (Continuing.) -- has nothing to do  
18 with this complaint.

19 ADMINISTRATIVE LAW JUDGE RILEY: I understand.

20 MR. GOLDSTEIN: I don't mind him talking about his  
21 own complaint, but him talking about some survey --

22 ADMINISTRATIVE LAW JUDGE RILEY: Right.

23 MR. GOLDSTEIN: -- is really --

24 ADMINISTRATIVE LAW JUDGE RILEY: What I want to do  
25 now is get to ComEd and see what their response is to

1 the complaint.

2 MR. GOLDSTEIN: All right. The bottom line is,  
3 Judge, there was a reading taken on August 30th at that  
4 residence and there was a prior reading at the  
5 residence the month before. The bottom line is that  
6 Mr. Fowler was asked by Ms. Buechler to provide  
7 information that would show when the actual closing  
8 took place at that -- at that property. He never  
9 provided that information. He followed that up --  
10 Instead of filing -- Instead of providing information  
11 to Ms. Buechler in order to try to resolve the  
12 complaint -- Mr. Fowler failed to provide the  
13 information, and the bottom line of it all was that he  
14 went ahead and filed a complaint, which he has right to  
15 do. But the bottom line of it all is, he's got to show  
16 ComEd that he wasn't at the property during the time  
17 that he was billed for this \$212.

18 ADMINISTRATIVE LAW JUDGE RILEY: Well, see, this  
19 is my question: Did ComEd go out and do a final actual  
20 reading?

21 MR. GOLDSTEIN: There was a reading on  
22 August 30th, yes.

23 ADMINISTRATIVE LAW JUDGE RILEY: To this minute,  
24 ComEd doesn't know when the property -- when the  
25 closing of the property was?

1           MR. GOLDSTEIN: That's right. If Mr. Fowler can  
2 show us when he vacated the property, then we'll make  
3 some adjustment to the bill.

4           ADMINISTRATIVE LAW JUDGE RILEY: But it's not the  
5 final reading?

6           MS. BUECHLER: The account was closed, Judge,  
7 on -- it looks like from the contact on the account on  
8 August 30th, the new owner called in to establish  
9 service and so we closed Mr. Fowler's account by  
10 default. And on that same day, on August 30th,  
11 according to the meter records, there was a working  
12 reading which means a tech was out there and did a  
13 read.

14          ADMINISTRATIVE LAW JUDGE RILEY: So it's an actual  
15 reading?

16          MS. BUECHLER: It's an actual reading. And the  
17 read the month before, according to the records I have,  
18 was an actual read as well.

19          MR. GOLDSTEIN: And then in further response to  
20 Mr. Fowler, you know, he's complaining that the bill  
21 jumped from the \$212 to what amounts to \$394, there's  
22 very little in late fees there, Judge. Mr. Fowler  
23 missed two payments -- bills between October of 2013  
24 and November or December 2013.

25          ADMINISTRATIVE LAW JUDGE RILEY: He did not make

1 payments to ComEd during that time?

2 MR. GOLDSTEIN: That's correct.

3 MR. FOWLER: I wasn't in the house.

4 ADMINISTRATIVE LAW JUDGE RILEY: I'm sorry?

5 MR. FOWLER: But the one that she said -- that  
6 Erin made on the 30th of August, the final bill that I  
7 got was issued on the 4th of September which indicated  
8 estimated. So if she went out and read it, I don't  
9 know why we got an estimated bill after the fact that  
10 she read it. And this is their own statement here.  
11 And what I have, if I can, is an e-mail from my realtor  
12 to me dated Saturday, July 13th, and it says on one  
13 line, Maureen, who was the realtor for the buyer, asked  
14 if we would agree to close on the 15th of August, call  
15 and discuss. And, again, they picked that date because  
16 the directory from the school district says that's when  
17 you'd better establish residency.

18 MR. GOLDSTEIN: Judge, that's not proof of  
19 anything. The real proof is a closing statement, is a  
20 HUD-1, a RESPA statement. That would provide us with  
21 information as to an actual closing. Some letter that  
22 some school district wrote means nothing.

23 ADMINISTRATIVE LAW JUDGE RILEY: I understand  
24 that.

25 MR. FOWLER: It's not a letter. It's their

1 schedule.

2 MR. GOLDSTEIN: I don't care what it is.

3 ADMINISTRATIVE LAW JUDGE RILEY: What date did you  
4 close on the property? Did you sit down at a closing  
5 and sign documents?

6 MR. FOWLER: We didn't attend the closing.

7 ADMINISTRATIVE LAW JUDGE RILEY: You did not  
8 attend?

9 MR. FOWLER: We pre-signed everything, and the  
10 actual sit-down closing was the Friday before  
11 Labor Day. And this was just a matter of changing my  
12 paperwork, dates and everything else -- and I was  
13 charged more for doing that -- and to remove some of  
14 the stuff that we had in the garage there.

15 ADMINISTRATIVE LAW JUDGE RILEY: Can your realtor  
16 tell you what the date of the closing was?

17 MR. FOWLER: Yeah, the 30th -- Well, they had it  
18 scheduled for the 15th of August.

19 ADMINISTRATIVE LAW JUDGE RILEY: Let's find out if  
20 that was the date.

21 MR. GOLDSTEIN: Judge, it's certainly simple --

22 MR. FOWLER: But, you know, when they go into the  
23 actual closing, if I may, that doesn't mean anything,  
24 in my mind, as to when we vacated and when we asked  
25 ComEd to terminate all of the services in there.

1 ADMINISTRATIVE LAW JUDGE RILEY: And did you  
2 request termination of service --

3 MR. FOWLER: Absolutely.

4 ADMINISTRATIVE LAW JUDGE RILEY: -- specifically?

5 MR. FOWLER: Absolutely.

6 ADMINISTRATIVE LAW JUDGE RILEY: Do you remember  
7 when you did that?

8 MR. FOWLER: That was done, I think, the Friday  
9 after this -- I don't have my calendar here, but it was  
10 done within days after that --

11 ADMINISTRATIVE LAW JUDGE RILEY: Days after what?

12 MR. FOWLER: -- because they wanted to close and  
13 we were planning -- And again, we weren't going to be  
14 there, but we thought they were closing on this date.  
15 We found out after the fact that they didn't close  
16 because they had an issue with their bank. We were in  
17 Wisconsin.

18 ADMINISTRATIVE LAW JUDGE RILEY: Now --

19 MR. GOLDSTEIN: Judge, the bottom line is, you  
20 know, for his 2013 taxes, he needs his HUD-1 or RESPA  
21 for taxes.

22 ADMINISTRATIVE LAW JUDGE RILEY: Say again,  
23 please.

24 MR. GOLDSTEIN: For his 2013 income taxes, he  
25 needs his HUD-1 or RESPA statement. I mean, all of

1 that is reported to the federal government, for God's  
2 sake. Give it to us, we'll look at it. If he was out  
3 of there and there was a closing and -- we'll deal with  
4 it. But the bottom line is, he hasn't shown us  
5 anything. This could have closed in September for all  
6 we know. What we do know is that on August 30th,  
7 somebody called it in and requested service in their  
8 name. Somebody went out there from ComEd on the 30th  
9 of August, read the meter, and the bill for that prior  
10 period was billed to Mr. Fowler. That's where we're  
11 at. So we can't do anything about the bill. He can't  
12 show us when he closed. This was requested of him back  
13 in January by Ms. Buechler, by the way.

14 MR. FOWLER: January?

15 MR. GOLDSTEIN: Yes.

16 MR. FOWLER: No, sir. No, sir.

17 MR. GOLDSTEIN: So in any event, since we're at a  
18 total impasse in all this, let's just set it for  
19 evidentiary hearing and let's move it forward.

20 ADMINISTRATIVE LAW JUDGE RILEY: I'm not sure  
21 we're at an impasse yet.

22 Mr. Fowler, if Commonwealth Edison asked you  
23 for specific documentation as to when the closing was  
24 and when you vacated the premises, could you provide  
25 that to them?

1 MR. FOWLER: I provided them --

2 ADMINISTRATIVE LAW JUDGE RILEY: Is it possible  
3 ComEd would make an adjustment based on that?

4 MS. BUECHLER: Absolutely.

5 MR. FOWLER: They wouldn't give me any  
6 information, sir, because we were out of there.

7 ADMINISTRATIVE LAW JUDGE RILEY: That's what  
8 they're saying they'll give you now. I know it's  
9 difficult dealing with ComEd by phone. It's a very  
10 large operation.

11 MR. FOWLER: The closing was just a signing of  
12 documents, period.

13 ADMINISTRATIVE LAW JUDGE RILEY: Right.

14 MR. FOWLER: And actually, the documents were  
15 signed --

16 MR. GOLDSTEIN: Nobody allows anyone in a home  
17 prior to a closing. You know, that's my 50 years'  
18 experience as a real estate attorney.

19 MR. FOWLER: There's agreements done all the  
20 time --

21 MR. GOLDSTEIN: No one allows that. No --

22 MR. FOWLER: -- with people going in there and  
23 even renting that property.

24 ADMINISTRATIVE LAW JUDGE RILEY: All right.

25 MR. GOLDSTEIN: Let me finish for a change,

1 Mr. Fowler.

2 MR. FOWLER: Okay.

3 MR. GOLDSTEIN: I let you speak for 15 minutes.

4 He hasn't shown us any documentation. We  
5 know when somebody called in and requested that the  
6 service be put in their name. Now we need to find  
7 out -- Up to that point in time, Mr. Fowler is the  
8 customer of record and he's got to deal with that. And  
9 since he chooses not to provide us with any kind of  
10 closing statement, it's obvious to us that he remained  
11 a customer of record through August 30th; he's  
12 responsible for that bill up to that date. That's what  
13 he was billed for, and that's what he should pay.

14 ADMINISTRATIVE LAW JUDGE RILEY: But you're saying  
15 if Commonwealth Edison gets documentation showing that  
16 he was out of that house prior to August 30th, they'll  
17 make an adjustment for that time?

18 MR. GOLDSTEIN: Correct. That is correct.

19 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Fowler, can  
20 you do that?

21 MR. FOWLER: Sure.

22 ADMINISTRATIVE LAW JUDGE RILEY: ComEd is willing  
23 to adjust the amount of the 212 if you can show  
24 documented proof that you were out of the home before  
25 that.

1 MR. FOWLER: Absolutely.

2 ADMINISTRATIVE LAW JUDGE RILEY: But as long as  
3 they think you were still in there, they're going to  
4 bill you for that period of time being the customer of  
5 record. That's all they're saying.

6 MR. FOWLER: We will show, like, with receipts and  
7 everything else that we were in our Wisconsin home  
8 during that period of time.

9 ADMINISTRATIVE LAW JUDGE RILEY: And what was the  
10 HUD document that you were talking?

11 MR. FOWLER: Well, the HUD -- This was a V.A.  
12 home.

13 MR. GOLDSTEIN: The HUD-1 is a closing statement  
14 that is reported to the federal government for each and  
15 every residential closing in the United States. It's  
16 either called the HUD-1 or a RESPA statement.

17 ADMINISTRATIVE LAW JUDGE RILEY: And that would  
18 show proof of when Mr. Fowler was out of --

19 MR. GOLDSTEIN: That would show proof of when  
20 there was an actual closing on this residence. We're  
21 getting a variety of dates here of potential closings,  
22 and I'd like to know when it actually closed. It could  
23 have closed in September for all we know.

24 ADMINISTRATIVE LAW JUDGE RILEY: Well, once ComEd  
25 gets that document, that would be acceptable proof to

1 them?

2 MR. GOLDSTEIN: Then we would see what Mr. Fowler  
3 is responsible for.

4 ADMINISTRATIVE LAW JUDGE RILEY: You should have a  
5 packet of closing documents; don't you, Mr. Fowler?

6 MR. FOWLER: I have a packet of closing documents.

7 ADMINISTRATIVE LAW JUDGE RILEY: Would that HUD  
8 form be in there?

9 MR. GOLDSTEIN: Absolutely.

10 ADMINISTRATIVE LAW JUDGE RILEY: All right.

11 MR. FOWLER: But, again, what they're saying is,  
12 they got a call from the new buyer which in my opinion  
13 is strictly hearsay because they have no documents to  
14 that fact, you know. And I was told by ComEd's people  
15 that they -- the buyer closed on -- or called on the  
16 15th saying that we had to establish residency to get  
17 my kids in school. So we -- And again, I have a  
18 document here from the realtor who says we want to  
19 close on the 15th.

20 ADMINISTRATIVE LAW JUDGE RILEY: Well, then let's  
21 get the document -- that HUD document that says that.

22 MR. FOWLER: No, this is just an e-mail.

23 ADMINISTRATIVE LAW JUDGE RILEY: I understand  
24 that. But I think that the solution to this complaint  
25 is to produce that -- I don't have 50 years' experience

1 as a real estate attorney, so I'm not familiar with the  
2 form.

3 MR. GOLDSTEIN: Judge, the bottom line is, you  
4 know, we've heard a lot of speechifying by Mr. Fowler  
5 with respect to when the closing occurred. Show us the  
6 date. I mean, it's that simple. Show us proof that he  
7 was in Wisconsin after the 15th of August and we'll  
8 adjust the bill. It's that simple.

9 MR. FOWLER: That's -- See --

10 MR. GOLDSTEIN: And he hasn't shown us that, and  
11 it was requested.

12 MR. FOWLER: You didn't ask for those bills, sir.

13 MR. GOLDSTEIN: Well, I --

14 MR. FOWLER: I wrote to Erin here very clear  
15 saying please -- Again, I am disputing the \$72.98, the  
16 \$118.06, the 733, the eleven 31, and whatever it is,  
17 would you please explain these to me. They're on your  
18 run, but they don't match up. I got no answer.

19 MR. GOLDSTEIN: Well, I --

20 MR. FOWLER: Now, what's the closing -- And what I  
21 don't want to happen in my side of this is for them to  
22 look at a closing and see when the closing bears  
23 signatures. If I move out of a house and tell them to  
24 shut it down at a particular time for all utilities,  
25 there shouldn't be any power running through that

1 house.

2 ADMINISTRATIVE LAW JUDGE RILEY: Do you remember  
3 what specific date you asked them to --

4 MR. FOWLER: It was right after the 15th when I  
5 was notified that the realtor wanted to close on the  
6 15th. And I would say at the latest it was the 23rd.

7 ADMINISTRATIVE LAW JUDGE RILEY: Ms. Buechler?

8 MS. BUECHLER: Judge -- And I'm not trying to  
9 testify here and present any evidence because we're not  
10 at the evidentiary hearing stage yet, but just a couple  
11 comments to make. My quick review of the account -- of  
12 the account, we have no record of Mr. or Mrs. Fowler  
13 calling in to close the account. And that's the whole  
14 problem here. And that's why on January 30th at  
15 8:46 a.m., I sent an e-mail to Mr. Fowler stating:  
16 Please provide me with the closing documents and any  
17 other documentation that would show when the property  
18 was vacated. Thank you. And I didn't hear back. And  
19 the next thing we got was a formal complaint. So I  
20 think ComEd's position is, if there is that  
21 documentation and it exists, we'd be more than happy to  
22 resolve this prior to an evidentiary hearing and adjust  
23 the account back to the date that the property was  
24 closed and it was vacated.

25 ADMINISTRATIVE LAW JUDGE RILEY: That seems to be

1 what we're coming down to, Mr. Fowler. What was the  
2 date of closing?

3 MR. FOWLER: I think that's the thing, but we're  
4 talking here about hearsay again as to -- They have no  
5 documentation as to when they received my call. Even  
6 though they say they record all incoming calls for  
7 training purposes and everything else, they have never  
8 ever, ever did that. If they did have that, they would  
9 have the date I called in. Additionally, they would  
10 have the date that the buyer called in to transfer to  
11 their name and date. They don't have any record of  
12 that or else they haven't produced it because they  
13 don't know.

14 ADMINISTRATIVE LAW JUDGE RILEY: I believe  
15 Ms. Buechler said it was on August 30th. There was a  
16 reading taken and the account was closed because the --

17 MR. FOWLER: They closed my account.

18 ADMINISTRATIVE LAW JUDGE RILEY: They had a  
19 request for service from the new owner.

20 MS. BUECHLER: Right, Judge.

21 MR. FOWLER: No. I did it before then.

22 ADMINISTRATIVE LAW JUDGE RILEY: Well, that's the  
23 date we need then. If it was prior to August 30th,  
24 find documentation that the new buyer closed prior to  
25 August 30th. Find that documentation. I think that's

1 the solution to the problem or at least it goes a long  
2 way to solving the problem.

3 MR. FOWLER: Well, I'm going to have a problem a  
4 little bit with when they say closing versus when we  
5 terminated service and asked them to terminate service  
6 in my name.

7 ADMINISTRATIVE LAW JUDGE RILEY: Do you remember  
8 the date because Commonwealth Edison says they don't  
9 have any record of having received a phone call for you  
10 terminating service? If the records aren't there,  
11 they're not there. And do you know what specific date?  
12 And you say it was sometime after the 15th, but that's  
13 not a specific date. Which specific date was it?

14 MR. FOWLER: Okay. It was no later than the 23rd.

15 ADMINISTRATIVE LAW JUDGE RILEY: You believe it  
16 was August 23rd?

17 MR. FOWLER: Yes.

18 ADMINISTRATIVE LAW JUDGE RILEY: But we don't know  
19 what date it might have been before that?

20 MR. FOWLER: No. It had to be between the 15th  
21 and the 23rd.

22 ADMINISTRATIVE LAW JUDGE RILEY: But that's not a  
23 specific date. It's an eight-day range. If you can  
24 come up with documentation of a specific day that you  
25 requested the termination of service or the closing

1 date, one of those two, I think that's -- And I  
2 understand that you can call ComEd and not get  
3 satisfactory answers. ComEd is a very large operation.  
4 It's got thousands of employees and thousands of  
5 customers. And I think it's like any number of  
6 agencies, public agencies where they just can't see  
7 from time to time to get out of their own way, but --

8 MR. FOWLER: But Northern Illinois Gas, or Nicor  
9 did it. And they had a record of when they were called  
10 and their records showed when the buyer called them to  
11 establish this. And, again, we're talking about  
12 estimated bills and consecutive estimated bills. Based  
13 on what? And, again, if we have a final bill, a final  
14 bill and it shows estimated, I'm not paying that. What  
15 are they estimated it on? What time period? They said  
16 here it's service from the 26th, which contradicts what  
17 they said, to the 30th, which is four days. Which came  
18 up to the \$212 for two days and we were not in the  
19 house?

20 MR. GOLDSTEIN: We can go round and round forever,  
21 Judge.

22 MR. FOWLER: They're not supposed to --

23 MR. GOLDSTEIN: You know, some -- Perhaps you  
24 ought to advise Mr. Fowler that he has the burden of  
25 proof here to show exactly what he did and that he

1 actually vacated the property. That's the proof we're  
2 asking him for prior to an evidentiary hearing so we  
3 can adjust the account. If he provides it, fine. If  
4 he doesn't provide it, let's have the evidentiary  
5 hearing and we'll go forward.

6 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Fowler what  
7 I'm going to suggest is, get the documentation to them  
8 that shows the closing date or the date that you had  
9 requested service be terminated and we can go from  
10 there.

11 MR. FOWLER: Yes.

12 ADMINISTRATIVE LAW JUDGE RILEY: Because I still  
13 think we can avoid a full evidentiary hearing because  
14 ComEd sounds very flexible if they have the  
15 documentation because that's what they're looking for.

16 MR. FOWLER: But, Judge, I'm not going to accept  
17 their estimated bill. I want a final bill, and I never  
18 got a true final bill. This would have been all  
19 settled if I got a final bill because I would know then  
20 how they calculated and when they calculated. I can  
21 only assume when they came out to read the meter, and I  
22 don't think they did.

23 MR. GOLDSTEIN: Well, what I'm judging from  
24 Mr. Fowler's comments, Judge is that he has no  
25 documentation as to when he vacated the property, he

1 does not wish to provide us with the closing statement  
2 which would tell us when the property actually closed  
3 and so let's go forward with an evidentiary hearing.

4 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Fowler,  
5 there's two ways we can go from this point -- and  
6 Counsel is right -- I can either continue it to give  
7 you time to get the documentation that ComEd is  
8 seeking so that they can adjust the account and you can  
9 discuss matters of estimated reading after that or we  
10 can set for evidentiary hearing and you can bring the  
11 documentation in then. But it would seem to me that  
12 somewhere in your closing documents that you should  
13 have the information you need so that ComEd can adjust  
14 the account. But that's where we are right now because  
15 we've been at this --

16 MR. FOWLER: Well, would they take the word of the  
17 realtor who told me that they wanted to close on the  
18 15th?

19 MR. GOLDSTEIN: Absolutely not.

20 ADMINISTRATIVE LAW JUDGE RILEY: It's not the word  
21 on the realtor, it's the documentation from the  
22 realtor.

23 MR. GOLDSTEIN: Judge, he had an attorney  
24 representing him. He has to have closing statements.

25 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Fowler, you

1 should also have a packet of closing documents.

2 MR. FOWLER: I have that. But again, the only  
3 thing that is going to bother me on this -- again,  
4 getting away from this estimated readings -- is the  
5 fact that there's a difference between when we effected  
6 the closing on the paperwork to notify everybody and to  
7 give the monies and everything else versus the time  
8 that I called and the buyer called ComEd to say we want  
9 our service terminated as of this date because I am  
10 vacating the house. There's a difference.

11 ADMINISTRATIVE LAW JUDGE RILEY: Well, ComEd has  
12 stated that they have a request from the buyer to start  
13 their service --

14 MR. FOWLER: I'd like to see that.

15 ADMINISTRATIVE LAW JUDGE RILEY: -- but they  
16 didn't have a request from you. They don't have  
17 documentation of a request or a record of any kind from  
18 you that said terminate the service. That was what  
19 Ms. Buechler just stated.

20 MR. FOWLER: They should have because why did they  
21 issue a final bill estimated?

22 MR. GOLDSTEIN: They issued a final bill when --

23 MR. FOWLER: I asked for the final bill.

24 MR. GOLDSTEIN: They issued a final bill when the  
25 customer -- the second person who purchased the

1 property called in and put the service in that person's  
2 name, then a final bill was issued shortly thereafter.  
3 It's September 4th, as Mr. Fowler stated.

4 ADMINISTRATIVE LAW JUDGE RILEY: It was based upon  
5 the buyer's request to start service.

6 MR. GOLDSTEIN: We've been going around and around  
7 with the same thing over and over again.

8 ADMINISTRATIVE LAW JUDGE RILEY: I understand  
9 that.

10 MR. GOLDSTEIN: Let's set this for the evidentiary  
11 hearing, and we'll set it out far enough so that he can  
12 provide the documentation if he has it. If he doesn't  
13 have it, we'll just go forward. There's no point in  
14 having another status hearing.

15 MR. FOWLER: The point being then is I have to --  
16 If that's the case, they are demanding money from me  
17 based on an estimated bill that they never finalized.

18 MR. GOLDSTEIN: That's your position, Mr. Fowler.  
19 It's not true.

20 MR. FOWLER: It's in your writing here. It's in  
21 your bills.

22 ADMINISTRATIVE LAW JUDGE RILEY: Well, then  
23 let's --

24 MR. GOLDSTEIN: You can make that assertion at an  
25 evidentiary hearing.

1 MRS. FOWLER: This is the attitude we've been  
2 getting.

3 ADMINISTRATIVE LAW JUDGE RILEY: But he's the  
4 attorney for the company and he's protecting the  
5 company's interest. This is his role.

6 MR. FOWLER: And I am protecting my interest.

7 ADMINISTRATIVE LAW JUDGE RILEY: I understand  
8 that.

9 MRS. FOWLER: But this is what we get from ComEd,  
10 is the same type of attitude.

11 MR. GOLDSTEIN: It's not a question of attitude,  
12 it's a question of give us the information so we can  
13 act upon it.

14 ADMINISTRATIVE LAW JUDGE RILEY: Right. It's the  
15 documentation.

16 MR. GOLDSTEIN: We've gone around this 15 times.

17 MR. FOWLER: Judge, I will do that to the best of  
18 my ability if they give me the -- their documentation  
19 as to when -- document when the new buyer called them  
20 to transfer the service in to them. I will provide  
21 evidence by means of receipts and everything else  
22 showing that I was in Wisconsin during that period of  
23 time after the 20th.

24 ADMINISTRATIVE LAW JUDGE RILEY: All right.

25 MR. FOWLER: Now, I can't be in two places at once

1 and there would be no reason at all to leave a house  
2 that big with everything running in it. We shut it  
3 down.

4 ADMINISTRATIVE LAW JUDGE RILEY: The refrigerator  
5 would still be running. I'm not going to get into  
6 that.

7 MR. FOWLER: Okay.

8 ADMINISTRATIVE LAW JUDGE RILEY: I think we are at  
9 an impasse now, and I would suggest that -- You said  
10 set it far enough out. A month? 45 days?

11 MR. GOLDSTEIN: Yes.

12 ADMINISTRATIVE LAW JUDGE RILEY: We're talking  
13 evidentiary hearing now.

14 MR. GOLDSTEIN: Perhaps the end of June, Judge.

15 ADMINISTRATIVE LAW JUDGE RILEY: End of June?

16 MR. GOLDSTEIN: Yes.

17 MR. FOWLER: June, no.

18 MR. GOLDSTEIN: I'm going to be away for a month.

19 ADMINISTRATIVE LAW JUDGE RILEY: And there's no  
20 one that can fill in for you?

21 MR. FOWLER: And then we go away because we move  
22 to our summer home.

23 MR. GOLDSTEIN: When will you be back? I don't  
24 care when the hearing is.

25 MR. FOWLER: I'll even show you bills of usage of

1 the utilities up there.

2 MR. GOLDSTEIN: That will be fine.

3 MR. FOWLER: The only thing that is bothering me  
4 is, if I show him the closing statement, which is  
5 basically to satisfy HUD, there's going to be a  
6 signature on there and the signature might say  
7 closing -- yeah, they closed that particular thing, it  
8 wasn't necessarily that we were in the house or out of  
9 the house. It's a matter of documents to satisfy the  
10 mortgage companies and HUD. That's all that does.

11 MRS. FOWLER: How do they know that they didn't  
12 drop the ball with the phone call?

13 ADMINISTRATIVE LAW JUDGE RILEY: I don't know. I  
14 don't know anything about that. I don't know what kind  
15 of records Commonwealth Edison keeps.

16 MR. FOWLER: If they were honest about this, sir,  
17 if I may use that, they would have gave me what I  
18 wanted and that was a closing bill, a final bill saying  
19 this is what you owe, no more. And that date, as to  
20 when they read the meter, which they did not read the  
21 meter otherwise they would not have issued an estimated  
22 bill.

23 ADMINISTRATIVE LAW JUDGE RILEY: We're back to a  
24 hearing date. And, Mr. Goldstein, you're going to be  
25 leaving in the next week?

1 MR. GOLDSTEIN: Yes.

2 ADMINISTRATIVE LAW JUDGE RILEY: And you're not  
3 going to be back until just after Memorial Day; is that  
4 correct.

5 MR. GOLDSTEIN: Right.

6 ADMINISTRATIVE LAW JUDGE RILEY: That does take us  
7 through the end of May. And there's no one else from  
8 ComEd who can fill in from the legal staff?

9 MR. FOWLER: I got a document that she's taking  
10 over this case. Am I wrong?

11 ADMINISTRATIVE LAW JUDGE RILEY: No, Mr. Goldstein  
12 is the attorney of record. I didn't hear from anybody  
13 else.

14 MR. FOWLER: She's not the attorney of record as  
15 that letter said?

16 MR. GOLDSTEIN: I'm the trial lawyer.

17 ADMINISTRATIVE LAW JUDGE RILEY: I'm sorry?

18 MR. GOLDSTEIN: I'll handle the trial.

19 MR. FOWLER: I'm very confused now.

20 ADMINISTRATIVE LAW JUDGE RILEY: Okay.

21 MR. FOWLER: It looks like she issued a letter to  
22 all of the so-called accounts that were being  
23 transferred to her.

24 MR. GOLDSTEIN: They're not transferred to her,  
25 Mr. Fowler. She's just an additional attorney.

1 MR. FOWLER: She's -- Well, let me get it.

2 ADMINISTRATIVE LAW JUDGE RILEY: The only day that  
3 I'm occupied in June is June 3rd.

4 MR. FOWLER: This letter was dated the 28th of  
5 March. May I show you, Judge?

6 ADMINISTRATIVE LAW JUDGE RILEY: Sure. Is that  
7 Mr. Goldstein's appearance?

8 MR. FOWLER: I'm confused then.

9 MR. GOLDSTEIN: That has nothing to do with  
10 setting the trial, Judge.

11 ADMINISTRATIVE LAW JUDGE RILEY: Yes.

12 MR. GOLDSTEIN: Just tell me when you're  
13 available, Mr. Fowler, and we'll try to work around it.

14 MR. FOWLER: Is and will ComEd continue to  
15 escalate the amount of the past due notice from the 212  
16 to the \$400 which is it is now? If they're going to do  
17 until you get back and everything else, that means my  
18 in debt is going to be higher and higher and higher.  
19 And if I lose this or it doesn't come to a conclusion,  
20 I'm going to be paying for his vacation and I ain't  
21 going to do that.

22 MR. GOLDSTEIN: This is --

23 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Goldstein --

24 MR. FOWLER: If he wants to freeze it, I'll agree.

25 ADMINISTRATIVE LAW JUDGE RILEY: I'm sorry?

1 MR. GOLDSTEIN: For the 2 or \$3 a month in late  
2 fees, Judge --

3 MR. FOWLER: Oh, no, no, sir.

4 MR. GOLDSTEIN: Yes. What do you mean?

5 ADMINISTRATIVE LAW JUDGE RILEY: We need a date  
6 for hearing.

7 MR. GOLDSTEIN: I'm sorry.

8 ADMINISTRATIVE LAW JUDGE RILEY: Mr. Goldstein,  
9 you're not going to be back until the 27th of  
10 May?

11 MR. GOLDSTEIN: Right.

12 ADMINISTRATIVE LAW JUDGE RILEY: And you're saying  
13 you're not going to be available until the end of June?

14 Mr. Fowler, when are you going to be  
15 vacating your premises to go up to Wisconsin?

16 MR. FOWLER: We go usually Memorial Day through  
17 Labor -- Labor Day.

18 MR. GOLDSTEIN: Well, if Mr. Fowler can delay his  
19 going up to Wisconsin till May 28th, I'll be happy to  
20 accommodate him.

21 ADMINISTRATIVE LAW JUDGE RILEY: May 28th, I have  
22 the day open.

23 MR. GOLDSTEIN: The 29th in the afternoon or the  
24 30th, Judge, any one of those three days is fine with  
25 me.

1 ADMINISTRATIVE LAW JUDGE RILEY: All right. The  
2 28th or 29th in the afternoon or the 30th. That's  
3 where we are right now.

4 MR. GOLDSTEIN: And that gives him about a month  
5 to provide us with the documentation.

6 ADMINISTRATIVE LAW JUDGE RILEY: Right. That's  
7 more than 30 days, right?

8 MR. FOWLER: Memorial Day is early this year.

9 ADMINISTRATIVE LAW JUDGE RILEY: The 26th.

10 MR. FOWLER: The 26th, I believe.

11 ADMINISTRATIVE LAW JUDGE RILEY: Right.

12 MR. FOWLER: And that's when we normally would  
13 have left, that weekend.

14 ADMINISTRATIVE LAW JUDGE RILEY: I don't know what  
15 else you want me to do, Mr. Fowler. Mr. Goldstein is  
16 not going to be available prior to Memorial Day, and  
17 there's no one else to take this case. So I --

18 MR. FOWLER: The answer in my mind is -- And by  
19 the way, the late charges that they apply each month is  
20 \$5.06 plus \$12.91 plus all the fees and everything  
21 else, so it's more than a couple dollars.

22 ADMINISTRATIVE LAW JUDGE RILEY: I'm not --

23 MR. FOWLER: If they want to freeze that as the  
24 dispute from this point until when he can get together  
25 calendar-wise, I'll accept that.

1 ADMINISTRATIVE LAW JUDGE RILEY: Is ComEd willing  
2 to do that?

3 MR. GOLDSTEIN: No. What we will do is, we will  
4 waive the late payment charges if Mr. Fowler can  
5 provide us with the adequate documentation. Keep in  
6 mind, too, that he missed two payments on his electric  
7 bill.

8 MR. FOWLER: And I have no documentation to that  
9 other than a machine run which is not acceptable to me.

10 MS. BUECHLER: And, Judge, it's not that we won't  
11 freeze, it's just not an option in our billing  
12 statement, it's that we can't freeze it.

13 ADMINISTRATIVE LAW JUDGE RILEY: Right.

14 Mr. Fowler, I don't know what else you want  
15 me to do. We're trying to set a hearing date. You  
16 won't set a hearing date. You're saying you're not  
17 available. Mr. Goldstein is not going to be available.  
18 Where do we go from here?

19 MR. FOWLER: I will be, again, available to alter  
20 my --

21 MR. GOLDSTEIN: Fine. Which date do you want?

22 MR. FOWLER: -- schedule for that date --

23 ADMINISTRATIVE LAW JUDGE RILEY: May 28th.

24 MR. FOWLER: -- May 28th if he agrees for that  
25 two months that I will not be charged no matter what

1 the circumstances of the hearing would be, late charges  
2 on that disputed amount, not the current, the disputed  
3 amount and ask him to make sure and show me, as I asked  
4 before, that my current payments for my new house, any  
5 part of that, is being applied to the past due of the  
6 Roselle house.

7 ADMINISTRATIVE LAW JUDGE RILEY: I've completely  
8 lost the thread of this. What do your house payments  
9 have to do with this?

10 MR. FOWLER: No, I mean utilities. If I pay my  
11 current utility bill, I'm trying to figure out how this  
12 in a matter of months, a few months got from \$212 to  
13 \$400.

14 MR. GOLDSTEIN: It's simple.

15 ADMINISTRATIVE LAW JUDGE RILEY: Usage, late fees,  
16 taxes.

17 MR. FOWLER: It's more than a couple dollars a  
18 month.

19 MR. GOLDSTEIN: And the \$120 that he didn't pay in  
20 the two months that he failed to pay his electric bill.

21 MS. BUECHLER: Correct.

22 MR. GOLDSTEIN: We can go forever talking and  
23 talking and talking about all this. Let's set it for  
24 evidentiary hearing and go from there.

25 ADMINISTRATIVE LAW JUDGE RILEY: All right.

1           MR. GOLDSTEIN:  And as Ms. Buechler explained, the  
2  billing system at ComEd does not allow for a freeze of  
3  late payment charges.

4           ADMINISTRATIVE LAW JUDGE RILEY:  It is not  
5  technically possible is my understanding.

6           MR. FOWLER:  Well, they told me it wasn't  
7  allowed -- they didn't have a facility to provide me  
8  with copies of past due bills, actuals.  They could.  
9  They did.  So I have no faith in them.

10          ADMINISTRATIVE LAW JUDGE RILEY:  Well --

11          MR. FOWLER:  I mean, I'm willing to give this,  
12  they're not willing to give anything.

13          MS. BUECHLER:  Judge, I think --

14          MR. FOWLER:  They can do it, Judge.

15          MS. BUECHLER:  -- we said repeatedly --

16          MR. FOWLER:  They can do it.

17          ADMINISTRATIVE LAW JUDGE RILEY:  Wait.

18          MS. BUECHLER:  -- that if we could get some  
19  documentation when the property was closed and vacated,  
20  any kind of documentation so that we can review it and  
21  try and make adjustments to the account, we're more  
22  than willing to do it.  I went to make a copy of the  
23  meter reading history of the account.  What that will  
24  show Mr. Fowler is the history of regular readings on  
25  the meter, the reading that was taken on the 30th, and

1 then the activation date for the new tenant or owner of  
2 the building. So that's what I have with me today.  
3 And I'm more than happy to hand that over to him right  
4 now. I think if between now and the -- if we ever set  
5 the evidentiary hearing, if we get that documentation  
6 from him and we can resolve it, I think that would be  
7 the best step. But if not, then I think we need to go  
8 forward with that hearing.

9 ADMINISTRATIVE LAW JUDGE RILEY: Okay. What we're  
10 going to do now and I've heard both sides repeatedly is  
11 we are going to convene for hearing on May 28, 2014, at  
12 11:00 a.m. And in the meantime --

13 MR. FOWLER: May 28th at --

14 ADMINISTRATIVE LAW JUDGE RILEY: May 28th of 2014  
15 at 11:00 a.m. And at that time, we will --

16 MR. FOWLER: I'm sorry. I have a problem with one  
17 ear. The hearing here will be the 28th of May.

18 ADMINISTRATIVE LAW JUDGE RILEY: May 28th,  
19 correct.

20 MR. FOWLER: Right. At 11:00?

21 ADMINISTRATIVE LAW JUDGE RILEY: 11:00 a.m. And  
22 at that time, the parties will bring the documentation  
23 in unless you submit documentation to Commonwealth  
24 Edison prior to that time to resolve this matter.

25 MR. FOWLER: I don't think they want to resolve

1 it, though.

2 ADMINISTRATIVE LAW JUDGE RILEY: Whatever.

3 MR. FOWLER: Whatever. We'll be here.

4 ADMINISTRATIVE LAW JUDGE RILEY: What I'm saying  
5 is we have 36 days --

6 MR. FOWLER: What about my position as being  
7 charged for his --

8 MR. GOLDSTEIN: We've gone over that enough,  
9 Judge. The hearing is over.

10 ADMINISTRATIVE LAW JUDGE RILEY: Yes, I'm going to  
11 continue this matter. You can work that out with ComEd  
12 off record, but for now we are set for hearing on  
13 May 28th at 11:00 a.m.

14 Thank you very much.

15 (Which were all the proceedings had  
16 in the above-entitled cause.)

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1 STATE OF ILLINOIS )  
2 COUNTY OF COOK ) SS.  
3

4 Lisa M. Walas, being first duly sworn, on  
5 oath says that she is a Certified Shorthand Reporter  
6 doing business in the City of Chicago, County of Cook  
7 and the State of Illinois;

8 That she reported in shorthand the  
9 proceedings had at the foregoing hearing;

10 And that the foregoing is a true and correct  
11 transcript of her shorthand notes so taken as aforesaid  
12 and contains all the proceedings had at the said  
13 hearing.

14  
15 \_\_\_\_\_  
LISA M. WALAS, CSR

16 CSR No. 084-3787

17 SUBSCRIBED AND SWORN TO  
18 before me this 1st day of  
19 May, A.D., 2014.

20 \_\_\_\_\_  
NOTARY PUBLIC  
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23  
24  
25