

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
TONY RANDLE,)
)
Complainant,)
)
vs.) No. 14-0587
)
VIRIDIAN ENERGY PA LLC,)
)
Respondent.)
)
Complaint as to billings/charges)
in Chicago, Illinois.)

Chicago, Illinois
November 5, 2014

Met pursuant to notice at 2:00 p.m.

BEFORE:

HEATHER JORGENSEN, Administrative Law Judge.

APPEARANCES:

MR. TONY RANDLE
2515 North Tallman Avenue
Chicago, Illinois 60647
Appearing pro se.

SULLIVAN REPORTING COMPANY, by
Tracy L. Overocker, CSR

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

I N D E X

<u>Witnesses:</u>	<u>Direct</u>	<u>Cross</u>	<u>Re-</u> <u>direct</u>	<u>Re-</u> <u>cross</u>	<u>By</u> <u>Examiner</u>
-------------------	---------------	--------------	-----------------------------	----------------------------	------------------------------

None.

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
---------------	---------------------------	--------------------

None so marked.

1 JUDGE JORGENSEN: Pursuant to the direction of
2 the Illinois Commerce Commission, I now call
3 Docket 14-0587. This is Tony Randle versus Viridian
4 Energy, PA LLC. This is a complaint as to billings/
5 charges in Chicago Illinois.

6 Mr. Randle, can you please state your
7 name, address and telephone number for the record.

8 MR. TONY RANDLE: Yes. Tony Randle, 2515 North
9 Tallman Avenue, Chicago, Illinois 60657 -- 47 sorry.

10 JUDGE JORGENSEN: Thank you. Let the record
11 reflect that counsel for Viridian Energy has not
12 arrived at today's hearing. In fact, there has been
13 no counsel filing an appearance on behalf of Viridian
14 Energy. I have not received any contact from
15 Viridian Energy otherwise to request a continuance of
16 today's hearing.

17 That being said, Mr. Randle, I had a
18 little trouble reading your complaint.

19 MR. TONY RANDLE: Yes.

20 JUDGE JORGENSEN: If you could just go over it
21 for me.

22 MR. TONY RANDLE: Yeah. I'm -- I was a -- what

1 do you call -- an energy customer with Viridian using
2 their gas services -- supply services, but when I
3 originated my commitment to convert from ComEd to
4 Viridian Energy, they offered me a 5 -- I think it
5 was 5.6 or 5.99, which was a lot less than ComEd's
6 rate, so it made sense, so I took it. And not being
7 informed of any changes, I just assumed that --
8 unless they notified me of something differently,
9 then, you know, I would still pay the same thing; but
10 I come to find out that was not the case. So I think
11 I took it originally -- in January or February I
12 converted.

13 JUDGE JORGENSEN: Of this year?

14 MR. TONY RANDLE: Oh, wow, no. They changed
15 it -- I think it was in '12 -- 2012, but they changed
16 it in September of 2013. Now --

17 JUDGE JORGENSEN: Viridian changed their --

18 MR. TONY RANDLE: Viridian changed their rates
19 from a fixed rate to a variable. And with me not
20 knowing this, that variable rate really -- it went
21 very high and I had been paying for several months
22 not knowing that there had a been a change in my rate

1 cost. My rate cost was -- it was really about 30 or
2 40 -- maybe \$60 more every month and I kind of looked
3 at my bill and said, Oh, this bill doesn't look
4 right, so I called my -- I called ComEd and I asked
5 them to explain the bill to me. So they said, Oh,
6 you know you're paying quite a bit more with
7 Viridian. So I contacted Viridian. No cooperation
8 whatsoever. They said they sent me a letter, which I
9 said, Why would you not call me? You know, they give
10 you 30 days, supposedly, to respond, but if you don't
11 have anything to respond to, how you can respond?
12 And the rate at that time was even going to be lower
13 at 4.99 from what they explained to me. I said,
14 That's almost insane that you would not take a lower
15 rate, especially if it's fixed.

16 And so nobody wanted to, you know,
17 admit their error. And I told them, I said, You
18 know, you guys need to really straighten this out
19 because believe it or not, I also am an associate
20 with Viridian who I thought was -- Viridian Energy --
21 I thought was really a good direction to go, but what
22 occurred, they just kind of bounced me around all

1 over the place.

2 I have some people's names that had
3 encouraged me to become a Viridian associate and I
4 couldn't get any correspondence for those individuals
5 because I didn't have it directly myself and finally,
6 after so many attempts, they tried to settle and say
7 they're going to give me a rate at -- I think it was
8 7.9 percent or something, that was still even higher
9 than ComEd's rate, which was at 7.4. I said, That
10 doesn't make any sense, why would I want to take a
11 higher rate from you guys when I'm getting it from my
12 distributor at a lower rate? And they just could not
13 understand their error and I said, There should be no
14 excuse because you do have a phone number to contact
15 me just in case -- you know, if you're going to put
16 me in a variable rate and it's going to be higher
17 than what I currently have, that would be the
18 honorable thing to do; but they didn't do it, so they
19 tried to suggest that, Oh, well, you know, we can
20 only go forward from here and we can give -- we can
21 offer you this, I said, Why would I want to do that?
22 That don't make any sense.

1 So finally, with them not making any
2 acknowledgements about making corrections for other
3 customers, you know, to move forward, I come to find
4 out after further investigation with these people is
5 that in April of 2014, they now have what they should
6 have had to start with. If you can't reach the
7 client, they remain where they are. I said, Wow, I
8 said, That sounds perfect. I said, But why do I have
9 to suffer, you know, and not only that, I asked them
10 if they could -- could I recover the damages because
11 I should not have been put in a higher rate without
12 my authorization?

13 So the rate being, at the time, 5.99
14 and then as they made the conversion, if they were
15 going to put me in either another fixed rate or stay
16 in a variable rate, which I would never do, the
17 variable rate was 4.99. I said, Moving forward, I
18 said, Let's go back from September when you
19 supposedly sent me a notification I did not get, not
20 even a phone call. I said, Then maybe you should
21 just go ahead and make the adjustments on the damages
22 that I suffered in terms of the charges that you were

1 charging me for and they refused to even hear that,
2 that was not even part of a conversation; but it made
3 sense because you see what they did, in April, they
4 turned right around and realized that error and they
5 probably had so many complaints, they said, You know
6 what, unless we can reach that client, we're not
7 going to -- we're not going to put them in a rate
8 that they don't agree to. You know, so it was kind
9 of crazy. I mean, they went almost to 17.0 percent,
10 17 percent, that's crazy. That doesn't make any
11 sense.

12 JUDGE JORGENSON: Are you currently still with
13 Viridian Energy?

14 MR. TONY RANDLE: No, not at all. I canceled.
15 I went back to ComEd. Just recently ComEd had merged
16 with Integrys --

17 JUDGE JORGENSON: Right.

18 MR. TONY RANDLE: -- and Integrys has got a
19 much better program and their rates are much better.
20 So, I mean, as an intelligent person, if someone is
21 going to offer me 4.99, there's just no way in the
22 world I'm going to -- and it's fixed, too, I'm not

1 going to deny taking it. It's crazy.

2 JUDGE JORGENSEN: Okay. All right. Well,
3 since Viridian has not appeared today, what I'm going
4 to do is going to set a date with you for -- to give
5 them another opportunity to appear.

6 MR. TONY RANDLE: Wow, really?

7 JUDGE JORGENSEN: We do that for consumer
8 complainants as well. We -- when a party doesn't
9 appear, a default judgment or an order on default
10 could be placed against them and that's a last
11 resort. We do not want to do that because it doesn't
12 go to the merits at all.

13 MR. TONY RANDLE: Yeah, it doesn't make any
14 sense, yeah.

15 JUDGE JORGENSEN: Therefore, we generally give
16 either party another opportunity to appear. So we're
17 going to set a te for that. If the Company, again,
18 does not appear, then they could -- I could issue an
19 order on default against them. It would be a
20 proposed order at that point.

21 The date that we're going to set for
22 another meeting, what I'm going to have you do is I'm

1 going to need you to bring in -- assuming that they
2 do not appear -- assuming that the Company does not
3 appear, I'm going to need you to bring in further
4 proof in support of your allegations. I'm going to
5 need you to prepare exactly the relief you want
6 sought, the monetary amount --

7 MR. TONY RANDLE: Sure.

8 JUDGE JORGENSEN: -- that you want sought, the
9 supporting documentation for that so that in any
10 order on default, we have an exact remedy that we
11 could put in that. It's not necessarily a judgment
12 on the merits --

13 MR. TONY RANDLE: Sure.

14 JUDGE JORGENSEN: -- but it's a failure of them
15 to appear, so it's an order on default.

16 MR. TONY RANDLE: Now, also out of that
17 suggestion about the cost damage, what I would
18 probably do is take my bills going back -- because I
19 usually hold onto my statements and if not, I could
20 probably have ComEd to print out the difference in
21 terms of what I was paying to Viridian at a much
22 higher variable rate moving forward from my fixed

1 rate and that would show whatever cost difference
2 that I should have been saving that I didn't save.
3 Would that be sufficient?

4 JUDGE JORGENSEN: Well, it would have to be
5 what you were contracted with with the company that
6 you were on, what was your contract --

7 MR. TONY RANDLE: Viridian's rate you mean?

8 JUDGE JORGENSEN: Yeah, what was their rate?

9 MR. TONY RANDLE: 5.99.

10 JUDGE JORGENSEN: What was your understanding
11 of the agreement that they were --

12 MR. TONY RANDLE: Yes.

13 JUDGE JORGENSEN: -- and the monetary amount
14 that you feel you were overcharged by them because
15 they failed to agree to your --

16 MR. TONY RANDLE: Well, they failed to notify
17 me where I could actually --

18 JUDGE JORGENSEN: Notify you or to agree.

19 MR. TONY RANDLE: -- authorize to say, Yes,
20 I'll take a variable or I'll stay where I'm at with
21 my fixed rate and that was what I had a problem with,
22 that was the whole premise of me calling them. I

1 wouldn't have called them at all if it had been
2 differently; but then like I said, in April, they
3 recognized their error and what they did, they
4 actually just started keeping people at the rate that
5 they were at, at a fixed rate and not, you know,
6 changing -- without their authorization, which is
7 really -- that's illegal, they can't do that.

8 JUDGE JORGENSEN: Okay. So I need you to bring
9 in support, proof, documentation, the dates of when
10 things happened, when you terminated your service
11 with them, all of that kind of further proof in
12 support so that in any order on default, we'll have
13 an actual relief for you.

14 MR. TONY RANDLE: Now, if they don't show up or
15 even if they do, what's the conditions of when the
16 company is providing rates that you didn't agree to,
17 you didn't authorize them to charge you those rates?
18 I mean, do I have any sort of legal rights for that?

19 JUDGE JORGENSEN: That's what you will have to
20 determine when we get to that point. You have the
21 burden of proof going forward and proving what harm
22 they caused you, and if it is harm, how they did it

1 and that's if they show up. So if they do show up at
2 the next hearing, they will be represented by
3 counsel. Generally the process is here. I like to
4 give the opportunity for parties to conduct
5 discovery, so you can request any documentation from
6 the Company that you want, you can ask, you know --

7 MR. TONY RANDLE: What if they don't cooperate?

8 JUDGE JORGENSEN: If they don't cooperate,
9 then -- you're having problems during discovery, I
10 can issue an order for them to cooperate; but
11 generally we try and keep discovery informal at this
12 point rather than going the formal route and going
13 through -- through me.

14 And then once you've concluded that
15 you've gotten the documentation in support that you
16 need to prove your case, you -- we will then set a
17 date for what we call an evidentiary hearing where
18 you would have to go forward and present your case,
19 your evidence, your witnesses, the Company can
20 cross-examine you; and then they will present their
21 case, you will have the opportunity to cross-examine
22 them and their witnesses.

1 At the end of the evidentiary hearing,
2 I don't issue an immediate ruling. I issue what's
3 called a proposed order and then you will have the
4 opportunity to respond to my proposed order and then
5 at that point, the final decision is voted on by the
6 Commissioners.

7 MR. TONY RANDLE: Commissioners of the Illinois
8 Commerce Commission?

9 JUDGE JORGENSON: The Illinois Commerce
10 Commission. There are five commissioners.

11 MR. TONY RANDLE: What is your rights as a
12 consumer when you have a company that didn't, you
13 know, protect the consumer against inflated costs
14 because of the -- their increase in their percentage
15 rates? That being said, you have a commitment to
16 initiate the relationship and it was initiated with a
17 fixed rate and if I am going to take a variable rate,
18 it would have to be favorable to the fixed rate to
19 make any common sense out of it. So like I said, I
20 mean, the facts are is that they -- without my
21 authorization, placed me in a much higher rate
22 bracket, which for months I had been paying these --

1 like I said, almost 60 to \$70 in some cases, you
2 know, more than what my fixed rate would allow.

3 So, I mean, do I have any sort of
4 rights when the Company just slam you into a
5 situation and then when they -- when you bring it to
6 their attention, they have no explanation other than
7 we sent you a letter?

8 JUDGE JORGENSEN: I understand where you're
9 coming from. At the same time, there are a lot of
10 variables in that.

11 MR. TONY RANDLE: Really?

12 JUDGE JORGENSEN: And there's issues of what
13 you agreed to, what your contract with them was, was
14 notice sufficient, so there are a lot of variables in
15 there. I can't give you a direct answer to that
16 question.

17 MR. TONY RANDLE: No, I understand. What's
18 your name again?

19 JUDGE JORGENSEN: I'm Judge Jorgenson.

20 MR. TONY RANDLE: Judge.

21 JUDGE JORGENSEN: Jorgenson.

22 MR. TONY RANDLE: Jorgenson, I'm sorry. You

1 know, the notification is you take the measures -- I
2 mean, I'm a business person myself.

3 JUDGE JORGENSEN: Right.

4 MR. TONY RANDLE: And if I did this to any of
5 my clients, they would just disappear, it wouldn't
6 happen. So --

7 JUDGE JORGENSEN: Right.

8 MR. TONY RANDLE: -- they don't have any more
9 authority over the customer other than what they
10 agreed to do on that customer's behalf and that is to
11 notify them just like when you owe a bill --

12 JUDGE JORGENSEN: Right.

13 MR. TONY RANDLE: -- they will call you and
14 say, You know what, we have a bill here, you need to
15 address it or we're going to turn your service off.
16 I mean, it's as simple as that. So for them to take
17 the authorization without me signing saying, yes, I
18 agree to this, I had a fixed rate, which is what our
19 agreement was structured around and then all of a
20 sudden now, you know, I'm getting these much higher
21 bills and then they wouldn't just -- just being
22 honorable wouldn't acknowledge the fact that that was

1 an error that they made, which they did eventually
2 correct in April of 2014.

3 JUDGE JORGENSEN: Okay. Like I said, bring in
4 what your original documentation was. On the record
5 I'm going to, you know, assuming they do not show up
6 and we enter all this into the record, I will swear
7 you in and you will be able to present the facts as
8 you know them and --

9 MR. TONY RANDLE: Do I have to repeat all this
10 all over again?

11 JUDGE JORGENSEN: You will have to repeat it
12 all over again.

13 MR. TONY RANDLE: That's terrible. It's pretty
14 fixed whatever it is, but, I mean, yeah.

15 JUDGE JORGENSEN: Yeah. And then if they do
16 not show up, I will write a proposed order on default
17 and it doesn't necessarily say that -- go to the
18 merits of your facts, but basically they did not
19 appear, therefore, judgment is against them and
20 that's what I'm saying --

21 MR. TONY RANDLE: And in my favor?

22 JUDGE JORGENSEN: -- I need to know exactly --

1 in your favor, so that's what I need to know
2 exactly -- the relief amounts and everything sought.

3 MR. TONY RANDLE: Sure. I have no problem
4 getting that information for you.

5 JUDGE JORGENSEN: Right.

6 MR. TONY RANDLE: What I would like to know, if
7 it is ruled in my favor, what is -- what are their
8 responsibilities at that point? I mean, do they have
9 to honor --

10 JUDGE JORGENSEN: Well, they will have to honor
11 the order.

12 MR. TONY RANDLE: Okay. And do they have a
13 certain amount of time that they're given to respond
14 to that order?

15 JUDGE JORGENSEN: I could -- if you request a
16 certain amount of time, I could put that in the order
17 that they need to respond by a certain amount of
18 time.

19 MR. TONY RANDLE: I mean, I'd like to get it
20 behind me. If it is ruled in my favor, I'd like to
21 get it behind me as quickly as possible. I really
22 don't -- I didn't need this aggravation. They could

1 have just dealt --

2 JUDGE JORGENSEN: Right.

3 MR. TONY RANDLE: They have could have dealt
4 with this honorably. Because, I mean, like I said,
5 I'm an associate, you know, and now for me to have
6 people that I would put them in that sort of
7 situation, they're not going to call Viridian,
8 they're going to call me --

9 JUDGE JORGENSEN: Right.

10 MR. TONY RANDLE: -- you know, and say, Why did
11 you not tell me?

12 JUDGE JORGENSEN: Right.

13 MR. TONY RANDLE: You know, and I would have to
14 pick the phone up, like they should have done, to
15 give me some notification or leave me where I was.

16 JUDGE JORGENSEN: Right. I'm just going to
17 tell you here, we deal -- we are of statutory
18 construction, so --

19 MR. TONY RANDLE: Okay.

20 JUDGE JORGENSEN: -- I am limited into the
21 relief that I can give you and it sounds like some of
22 your complaints are related to consumer fraud or

1 Deceptive Fair Practices Act --

2 MR. TONY RANDLE: Deceptive to me.

3 JUDGE JORGENSEN: Yeah.

4 -- which I do not have jurisdiction
5 over.

6 MR. TONY RANDLE: Sure.

7 JUDGE JORGENSEN: What I can correct is them
8 overbilling you and matters of that sort.

9 MR. TONY RANDLE: So recovery?

10 JUDGE JORGENSEN: Recovery of -- yes.

11 MR. TONY RANDLE: Okay. All right.

12 JUDGE JORGENSEN: But if your claims -- and I'm
13 not entirely sure what your claims are, but if they
14 go to deceptive practices or consumer fraud, I do not
15 have jurisdiction over that.

16 MR. TONY RANDLE: Trust me, Miss Jorgenson,
17 it's specifically recovery.

18 JUDGE JORGENSEN: Okay.

19 MR. TONY RANDLE: All I asked them to do is
20 just make up the damage that I incurred when I
21 shouldn't have incurred it, that's all I'm asking --

22 JUDGE JORGENSEN: Okay.

1 MR. TONY RANDLE: It was nothing -- no more
2 than that and I thought that was fairly -- I thought
3 that was fair and I was just talking to the wrong
4 people, so I said, You know what, let me speak to the
5 people that encouraged me to become an associate
6 because I'm sure their integrity would not allow them
7 to say we're this way and we're really not --

8 JUDGE JORGENSEN: Mm-hmm.

9 MR. TONY RANDLE: You see what I'm saying?

10 JUDGE JORGENSEN: Yes.

11 MR. TONY RANDLE: So they can speak up and
12 maybe make a difference, whereas, you know, on the
13 people on the front line, they only have so much
14 authority and I understood that.

15 JUDGE JORGENSEN: Okay. And I can tell you
16 that, to my knowledge, I do not know a co- -- a
17 default judgment that has been levied against a
18 company in recent history, with the exception of a
19 couple of telecom companies, that didn't respond a
20 number of years ago.

21 MR. TONY RANDLE: When you say "default,"
22 meaning them not appearing?

1 JUDGE JORGENSEN: Not appearing, right. It's
2 extraordinary rare.

3 MR. TONY RANDLE: Were they aware of -- because
4 I had to get a -- I had to get a -- I had to
5 reschedule because I had a death in my family, I lost
6 my stepson and so I had to reschedule and I couldn't
7 make the initial date -- hearing date and so that's
8 when they pushed it back to this date thinking that,
9 you know, at some point they would have the same
10 notification I got if they --

11 JUDGE JORGENSEN: Yes. They are on -- their
12 service providers is their -- document service
13 acceptor for documents in Illinois is on the service
14 list. They would have received the same notice that
15 you received.

16 MR. TONY RANDLE: So this next appearance would
17 be a final -- for them to address...

18 JUDGE JORGENSEN: This next -- I'm setting one
19 more date for them to appear.

20 MR. TONY RANDLE: Okay.

21 JUDGE JORGENSEN: If they do not appear, we
22 will go forward with potentially doing an order on

1 default. That's what I'm saying, be prepared. Bring
2 in your documentation.

3 MR. TONY RANDLE: Sure. No problem.

4 JUDGE JORGENSEN: If they do appear, then we're
5 going to go forward from there and I have to listen
6 to both sides --

7 MR. TONY RANDLE: No problem.

8 JUDGE JORGENSEN: -- conduct discovery and
9 we'll go from there.

10 MR. TONY RANDLE: That's the whole idea of the
11 hearing; right?

12 JUDGE JORGENSEN: Right.

13 MR. TONY RANDLE: One other thing about -- like
14 I said, if it so happened there's justification for
15 them to have to honor the damage, how much time are
16 they allotted to respond? I mean, is it years or,
17 you know...

18 JUDGE JORGENSEN: No, no, and that's a
19 question -- I don't know if there's something
20 specific in our rules that would require them to
21 respond by specific time, but I can put that in the
22 order, like, they have to remand monetary within

1 30 days or something to that effect.

2 MR. TONY RANDLE: That would be great. Because
3 like I say again, I just want to get this thing
4 behind me. I mean, I think it's so petty, I really
5 do. I mean, for them to have as many customers that
6 may have fallen in that same space that I fell into
7 until they made this correction and just for them to
8 say, You know what, we made had a mistake, we didn't
9 have all of the necessary -- what do you call it --
10 options on the table to reach out to our customers
11 outside of a letter. I mean, you can't really -- the
12 Post Office is just not that reliable about getting
13 mail sometimes, so you can't put that as a reason for
14 the customer not being able to respond, a phone
15 call -- you've got the phone number.

16 JUDGE JORGENSEN: Okay.

17 MR. TONY RANDLE: Even if it was a recorded
18 call -- because they do recordings now, so there
19 doesn't have to be a physical person managing that,
20 there could just be a recorded call saying, We need
21 you to respond to our office about rates, about the
22 change, you know whatever, something simple.

1 JUDGE JORGENSEN: Well, why don't we set
2 another date for a -- I'm going to set it as a status
3 hearing for them to show up and appear and see if
4 this can go forward at that time.

5 Why don't we go off the record to
6 discuss that date.

7 (Discussion off the record.)

8 JUDGE JORGENSEN: All right. Off the record we
9 discussed another status hearing date for this matter
10 to give the Company an opportunity to -- for
11 appropriate counsel to appear and this will be
12 scheduled for December 5th at 2:00 p.m.

13 Is there anything further for the
14 record today?

15 MR. TONY RANDLE: No. You've been very helpful
16 in terms of helping explain to me how this works.

17 JUDGE JORGENSEN: Okay. Hearing nothing for
18 the record today, we are adjourned until
19 December 5th.

20 (Whereupon, the hearing
21 in the above-entitled matter
22 was continued until December 5, 2014.)