

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

THOMAS CHUMMAR,)
GURNEE TRUCK STOP, INC.)

v.)

) Docket No. 11-0703

COMMONWEALTH EDISON COMPANY)

Complaint as to choice of supplier denied)
by ComEd and power outages in Gurnee, Illinois.)

EMERGENCY

APPLICATION FOR RE- HEARING

On November 14, 2014 the Commission entered an Order disposing of Plaintiff's Complaint for Damage relating to two storms, May 25, 2011, and July 11, 2011. However, the Commission did not make a decision as to the "Choice of Supplier Complaint" and the record shows that the Commission closed the file on November 14, 2014. Complainant requests the Court that the case be reopened and Count I, "Choice of Supplier Complaint" for the following reasons:

1. Plaintiff filed a three count complaint on October 31, 2011 alleging that 1) choice of supplier, 2) consistent power outage, and 3) two major power outages on May 25, 2011, and July 11, 2011.
2. ComEd denied Count II and III.
3. Defendant filed on October 23, 2013 its 2-615 (Second) Motion to Dismiss. In that motion, Paragraph One, Factual Background, last sentence (page two), it states "accordingly,

Count II and III of the Complaint should be dismissed with prejudice; at this time, ComEd is not seeking dismissal of complainant's first count". (Exhibit "A")

4. Complainant's First Count is "my choice of supplier denied", see attached original Formal Complaint filed by Petitioner on October 31, 2011. (Exhibit "B")

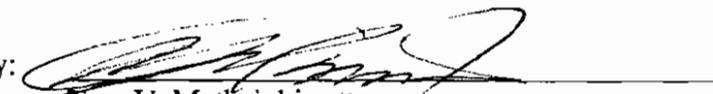
5. The motion to dismiss solely discussed Count III. No decision was ever made on Count I. Count I was never an issue in any of those motions.

WHEREFORE, Plaintiff prays this Honorable Court to Reopen the case, Reinstate Count I, and set the matter for trial or status.

Respectively submitted,

THOMAS CHUMMAR

By:


Tom V. Mathai, his attorney

Law Offices of Tom V. Mathai
4001 W. Devon Ave., Suite 208
Chicago, IL 60646
(773) 327-1100

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

THOMAS CHUMMAR,)	
GURNEE TRUCK STOP, INC.)	
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v.)	Docket No. 11-0703
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COMMONWEALTH EDISON COMPANY)	
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Complaint as to choice of supplier denied)	
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**COMMONWEALTH EDISON COMPANY'S
2-615 (SECOND) MOTION TO DISMISS**

Commonwealth Edison Company ("ComEd"), by its counsel, moves the Illinois Commerce Commission ("Commission") to grant ComEd's Second Motion to Dismiss ("Motion") the Complaint, as it relates to Complainant's second and third claims. ComEd brings this Motion pursuant to Section 200.190 of the Rules of Practice ("Rules") of the Commission, 83 Illinois Administrative Code § 200.190, and Section 735 ILCS 5/2-615 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-615. In support of this Motion, ComEd states:

I. FACTUAL BACKGROUND

At issue in this case is Complainant's request for damages stemming from two power interruptions during the spring and summer 2011, in addition to various "power outages" over the course of approximately four (4) years. Complaint ("Compl.") at 1, 3. In part, the Complainant seeks "relief from the power outages," referencing approximately \$8,000 in unspecified equipment repairs and spoiled food. Compl. at 3.

The Commission has no authority to award the relief sought through Complainant's second and third claims. As a result of these claims, which relate to "consistent power outages" and "power outages on 5/25/11 and 7/11/11," Complainant seeks "any type of relief from the power outages," which he alleges to be more than \$5,000 to repair equipment and about \$3,000 for spoiled food. Compl. at 3. However, the liability limitations set forth in ComEd's Commission-approved tariffs firmly establish that (1) ComEd had no duty to provide Complainant with uninterrupted electric service, and (2) ComEd cannot be liable for any damages Complainant claims to have incurred. The Complaint is void of any facts that demonstrate an actionable breach by ComEd, pleads no cognizable breach, and seeks damages barred by law and tariff. Accordingly, Counts II and III of the Complaint should be dismissed with prejudice; at this time, ComEd is not seeking dismissal of Complainant's first count.

II. LEGAL STANDARD FOR A 2-615 MOTION TO DISMISS

Pursuant to Section 200.190(a) of the Commission's Rules of Practice and Section 2-615 of the Illinois Code of Civil Procedure (the "Code"), a party may file a motion to dismiss. 735 ILCS 5/2-615. To withstand a motion to dismiss, a complaint must allege facts in support of the essential elements of a cause of action. *Gore v. Indiana Ins. Co.*, 376 Ill. App. 3d 282, 285 (1st Dist. 2007). The tribunal must take all reasonable inferences from well-pled facts as true, disregard all conclusory allegations and surplusage, and construe the evidence strictly against the movant. *Parkway Bank and Trust Co. v. Meseljevic*, 406 Ill. App. 3d 435, 442 (1st Dist. 2010). A complainant cannot rely on conclusions of fact or law unsupported by factual allegations. *Gore v. Indiana Ins. Co.*, 376 Ill. App. 3d 282, 285 (1st Dist. 2007). Because Illinois is a fact pleading jurisdiction, a complainant must allege facts sufficient to bring its claim within the scope of the cause of action asserted. *Turner v. Memorial Medical Center*, 233 Ill. 2d 494, 499 (2009).

III. ARGUMENT

The sole allegations forming the basis of Complainant's second and third claims is that "over the past 4 years there ha[ve] been numerous times where our power has gone out," that he has experienced "consistent outages," and he "feel[s] as though it was Com[E]d's negligence that led to the delay of the power coming back." Compl. at 3.¹ As a result of these claims, Complainant seeks "any type of relief," which he identifies as being approximately \$5,000 for equipment repairs and about \$3,000 for spoiled food. *Id.*

To plead a sufficient cause of action in either willful and wanton conduct or negligence, a claimant must allege the following basic elements: a duty owed by the defendant to the plaintiff, a breach of that duty, and an injury proximately caused by the breach. *Kirwan v. Lincolnshire-Riverwoods Fire Prot. Dist.*, 349 Ill. App. 3d. 150, 155 (2nd Dist. 2004).² However, as established by statute through the Public Utilities Act ("PUA") and ComEd's tariff, which has the force and effect of law, ComEd has no duty to provide service that is perfect and free from power surge(s) and/or interruption(s). *See Sheffler v. Commonwealth Edison Co.* ("Sheffler"), 2011 IL 110166 (June 16, 2011) citing *Illinois Bell Switching Station Litigation*, 161 Ill. 2d 233, 242 (1994); *and see* ILL. C. C. No. 10, 1st Rev. Sheet No. 153; ILL. C. C. No. 10, 2nd Rev. Sheet No. 203, attached hereto as ComEd Ex. A. ComEd's tariff, adopted under the PUA, defines the details of its duty to provide electric service and Complainant's own duty to protect its own electrical equipment from "unavoidable voltage fluctuations, surges and sags." ILL. C.C. No.

¹ Section 9-252 of the Act establishes a two year statute of limitations on customer complaints. 735 ILCS 5/9-252 ("[a]ll complaints for the recovery of damages shall be filed with the Commission within 2 years from the time the produce, commodity or service as to which complaint is made was furnished or performed.") Accordingly, it is likely that some or all of the damages sought by Complainant are also time-barred. ComEd reserves the right to later assert this affirmative defense.

² In order to sufficiently plead willful conduct, as set forth in ComEd's tariffs, a claimant must also allege either a deliberate intention to harm or an utter indifference to or conscious disregard. *See Kirwan v. Lincolnshire-Riverwoods*, 349 Ill. App. 3d at 156-57.

10, 1st Rev. Sheet No. 153. Complainant does not, and cannot, allege that ComEd violated its obligations under its tariffs or the PUA, and Complainant provides no facts to support the allegation that ComEd failed to fulfill some illusory legal duty. For the reasons set forth below, the Complaint must be dismissed.

A. ComEd Had No Duty to Provide Uninterrupted Service

Neither the PUA nor ComEd's tariffs require that ComEd provide uninterrupted service. See *Sheffler* at 309. Rather, ComEd is required to provide "service and facilities which are in all respects adequate, efficient, reliable, and environmentally safe and which constitute the least-cost means of meeting the utility's service obligations." 220 ILCS 5/8-401; *Sheffler, supra*. Illinois Courts have long held that "adequate, efficient and reliable service" is not tantamount to infallible service. *Id.* It is well-accepted that temporary disruptions may occur without reducing a utility's service to a level less than adequate, efficient or reliable. *Id.*

At the time of the alleged interruptions, the following liability limitations were in place:

Tariff Sheet No. 146:

The Company [ComEd] is not responsible for damages for any failure to provide electric service, or for interruption to one or more phases, or reversal of such service, if such failure, interruption, or reversal is without willful default or negligence on the Company's part. Nor is the Company responsible for interruptions, by under frequency relays or otherwise, required to preserve the integrity of the electric delivery system in the Company's service territory or the regional interconnected electric systems.

(ComEd Ex. A, ILL. C. C. No. 10, Orig. Sheet No. 146. *Emphasis added.*)

Tariff Sheet No. 153:

The retail customer is responsible for protecting its electrical equipment from unavoidable voltage fluctuations, surges and sags, and service interruptions to one or more phases that may occur in the provision of electrical service. Accordingly, such a provision bars any civil claims unless the Company is found to have acted negligently or to have willfully defaulted.

(ComEd Ex. A, ILL. C. C. No. 10, 1st Rev. Sheet No. 153. *Emphasis added.*)³

The unambiguous language of the tariffs mandates that ComEd *cannot* be responsible for damages nor subject to a civil claim for a service interruption unless the interruption was accompanied by “willful default or negligence.”⁴ In other words, a service interruption alone cannot constitute negligence. Complainant’s second and third claims, however, hinge solely on the assumption that one or more power interruptions can form the basis of a negligence claim. Indeed, the only facts supporting Complainant’s negligence theory are: (1) that ComEd was negligent because he experienced “consistent outages” and “2 major power outage[s] on 5/25/11 and 7/11/11,” and, (2) he “feel[s] as though it was ComEd’s negligence that led to the delay of the power coming back.” Compl. at 3. Like *Sheffler*, the basis for Complainant’s second and third claims in this case, though “couched in terms of negligence,” is that ComEd’s level of service in providing and/or restoring power to Complainant’s premises following an outage was somehow substandard. Complainant’s contentions go to the heart of how “Commonwealth Edison provides services and the adequacy of its response when those services fail for whatever multitude of reasons may exist.” *Sheffler* at 306. The law and tariffs are clear. ComEd had no duty to provide uninterrupted service to Complainant, and therefore his second and third claims cannot stand.

³ Although Tariff Sheet No. 153 was revised effective September 1, 2013, the language cited has been in effect during all times alleged in the Complaint.

⁴ ILL. C. C. No. 10, Original Sheet No. 153. To support a claim for negligence, a claimant must plead the existence of a duty, a breach of that duty, proximate cause, and damages. *Kirwan v. Lincolnshire-Riverwoods Fire Protection Dist.*, 349 Ill. App. 3d 150, 155 (2nd Dist. 2004).

B. Complainant Fails to Plead Any Actionable “Breach”

Even if Complainant could point to a recognizable duty, he has failed to allege facts showing how ComEd’s action or inaction was negligent or willful. Illinois is a fact pleading jurisdiction and the Complainant must allege facts sufficient to bring its claim within the scope of the cause of action asserted. *Turner v. Memorial Medical Center*, 233 Ill. 2d 494, 499 (2009). However, a claimant cannot rely simply on mere conclusions of law or fact unsupported by specific factual allegations. *Quake Construction, Inc. v. American Airlines, Inc.*, 141 Ill. 2d 281, 289 (1990). Here, the “mere fact” that forms the basis of Complainant’s second and third claims is that he subjectively “feels” ComEd was somehow negligent in restoring his power. However, Complainant cites not a single concrete fact that would support such conclusion. To subject a utility to liability for *any* interruption, simply because a customer “feels” the utility did wrong, would undoubtedly subject ComEd to astronomical liability – directly contravening the PUA mandate that a utility provide “efficient” and “least cost” service. 220 ILCS 5/8-401; *see generally Sheffler*.

C. The Damages Sought by Complainant Are Otherwise Barred

In the alternative, even if ComEd breached any unspecified or unpled “duty,” the damages Complainant seeks are barred by law and tariff. In Illinois, “the Commission has no general authority to fashion an award of damages.” *Citizens Utilities Co. v. Illinois Commerce Comm’n*, 157 Ill. App. 3d 201, 207 (1st Dist. 1987), *citing Barry v. Commonwealth Edison Co.*, 374 Ill. 473 (1940). As such, the tariff provides that if service to the retail customer is interrupted for twelve consecutive hours or more, due to, among other things, “an error by a Company employee or Company contractor,” the customer’s only remedy is a “reparation” by way of a reduction in monthly service charges, pursuant to the calculation set forth in the tariff. *Sheffler* at 315; ComEd Ex. A, ILL. C. C. No. 10, 2nd Rev. Sheet No. 203. The legal rationale for

this rule mirrors that discussed above. If utilities were liable for damages beyond such limitations, the costs of paying them would be borne by customers as a whole, driving rates to unreasonable levels.

Complainant alleges that he has “paid over \$5,000 to get certain equipment fixed and repaired, which was a direct result of the power flickering on and off,” and that he “lost over \$3,000 worth of food items.” Compl. at 3. Complainant further states that “any type of relief from the power outages would be highly commended.” *Id.*

The Illinois Supreme Court addressed this same issue in *Sheffler*, where the plaintiffs, like Complainant, sought compensatory damages for (among other things) spoiled food, appliances, electrical equipment, and repair costs due to power outages at their homes following severe storms. *Sheffler* at 305. The *Sheffler* Court affirmed the lower court’s dismissal of the plaintiff’s claims as tariff-barred on grounds that “ComEd’s tariff speaks to its duty to supply electricity, specifically providing that ComEd shall not be responsible in damages for any failure to supply electricity or for interruption if the failure, interruption or reversal is without willful default or negligence.” *Sheffler* at 310. Simply put, ComEd cannot be liable for damages, “including the loss of use of property, and costs of repair and replacement of property,” because of the occurrence of a service interruption alone. *Sheffler* at 312. Similarly, Complainant seeks damages for equipment repairs and replacement, and spoiled food. He fully admits such damages were “the direct result” of the various power interruptions he complains of. The damages sought by Complainant are tariff-barred and must be rejected.

IV. CONCLUSION

Even when viewed in the light most favorable to Complainant, Complainant's second and third claims fail to allege that ComEd had a duty to provide uninterrupted service, that an actionable breach occurred, or that he is otherwise entitled to damages under any provision of the law. For these reasons, ComEd respectfully requests that the Commission grant its 2-615 (Second) Motion to Dismiss with Prejudice, Counts II and III be dismissed, and the Commission grant ComEd such further relief as it deems just and appropriate.

Dated: October 23, 2013.

Respectfully submitted,
COMMONWEALTH EDISON COMPANY

By: /s/ Bradley R. Perkins
One of its attorneys

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Counsel for Commonwealth Edison Company

Customer Name: GURNEE TRUCK STOP INC
 Premise Address: 2301 N RT 41 *UNIT A GURNEE IL 60031
 Primary Phone: (847) 244-1655 Extension: Unlisted: No
 Alternate Phone: (847) 244-1655 Extension: Unlisted: No

Bill Account Information

Bill Account: 01021-42030
 Account Status: Active
 Account Type: Service
 Priority Level:

Date	Type	Duration	Cause
01/29/13	OUTAGE	17	EQUIPMNT/MATERIAL FAILURE
01/29/13	OUTAGE	63	EQUIPMNT/MATERIAL FAILURE
07/11/11	OUTAGE	550	TREE/VEGETATION RELATED
05/25/11	OUTAGE	0	EQUIPMNT/MATERIAL FAILURE
05/25/11	OUTAGE	87	WEATHER RELATED

Customer Info

Social Security

Outage Edit Help

Premise Infor

Operating Cen

Outage

Type: OUTAGE
 Cause: TREE/VEGETATION RELATED
 Cause Detail: BROKEN LIMB/TRUNK
 Customers Affected: 1277
 Outage Origin: Distribution

Device

Device Identifier: 395102C1
 Device Interrupted: SUBSTATION BREAKER
 Substation: TDC294
 Feeder: A9417
 Phase: ABC



Electric
 Trouble...

Ge
 Emer

Occurrence

Date Began: 07/11/11
 Time Began: 08:03 AM
 Date Restored: 07/11/11
 Time Restored: 05:13 PM
 Duration (min): 550

Actions

Action Taken (1): REPAIRED OVERHEAD MATERIAL
 Action Taken (2):
 Action Taken (3):
 Action Taken (4):
 Comments:

RTYCHTA TOM SPOC MADE OPEN AT F 137807 F12001,
 F12501 // CLOSE C/B AT 1713 HRS 98% F12001 CLOSED @
 1930, F413943 CLOSED @ 2030 F12001 AT 1930 HRS CLOSE
 2581 AT 1910HRS ALL LOAD RESTORED

Customer Name: GURNEE TRUCK STOP INC
 Premise Address: 2301 N RT 41 UNIT B WARREN TWP IL 60031
 Primary Phone: (847) 244-1655 Extension: Unlisted: No
 Alternate Phone: (847) 244-1655 Extension: Unlisted: No

Bill Account Information

Bill Account: 00660-75045 Master Bill Account:
 Account Status: Final
 Account Type: Service
 Priority Level:

Customer Information

Social Security Number:

Date	Type	Duration	Cause
01/29/13	OUTAGE	17	EQUIPMNT/MATERIAL FAILURE
01/29/13	OUTAGE	63	EQUIPMNT/MATERIAL FAILURE
07/14/11	NON OUTAGE	0	N/A
07/11/11	OUTAGE	550	TREE/VEGETATION RELATED

Premise Inform

Operating Cent

Outage Edit Help

Outage

Type: OUTAGE
 Cause: TREE/VEGETATION RELATED
 Cause Detail: BROKEN LIMB/TRUNK
 Customers Affected: 1277
 Outage Origin: Distribution

Device

Device Identifier: 395102C1
 Device Interrupted: SUBSTATION BREAKER
 Substation: TDC294
 Feeder: A9417
 Phase: ABC



Electric Trouble



Gas Emerg

Occurrence

Date Began: 07/11/11
 Time Began: 08:03 AM
 Date Restored: 07/11/11
 Time Restored: 05:13 PM
 Duration (min): 550

Actions

Action Taken (1): REPAIRED OVERHEAD MATERIAL
 Action Taken (2):
 Action Taken (3):
 Action Taken (4):

Comments:

FTYCHTA TOM SPOC MADE OPEN AT F 137807 ,F12001.
 F12501 // CLOSE C/B AT 1713 HRS 90%-F12801 CLOSED @
 1930, F413943 CLOSED @ 2030 F12001 AT 1930 HRS CLOSE
 2501 AT 1910HRS ALL LOAD RESTORED

Customer Name: GURNEE TRUCK STOP INC
 Premise Address: 2301 N RT 41 UNIT C GURNEE IL 60031
 Primary Phone: (847) 244-1655 Extension: Unlisted: No
 Alternate Phone: (847) 244-1655 Extension: Unlisted: No

Bill Account Information

Bill Account: 00990-11131
 Account Status: Active
 Account Type: Service
 Priority Level:

Customer Information

Social Security Number:

Premise Information

Operating Center: LIBERTYMILL



Date	Type	Duration	Cause
01/29/13	OUTAGE	17	EQUIPMNT/MATERIAL FAILURE
01/29/13	OUTAGE	63	EQUIPMNT/MATERIAL FAILURE
07/11/11	OUTAGE	550	TREE/VEGETATION RELATED
05/25/11	OUTAGE	0	EQUIPMNT/MATERIAL FAILURE
05/25/11	OUTAGE	87	WEATHER RELATED

08/09/10
 06/18/10
 01/15/10
 06/05/08
 04/28/08
 10/02/06

Outage Edit Help

Type: OUTAGE
 Cause: TREE/VEGETATION RELATED
 Cause Detail: BROKEN LIMB/TRUNK
 Customers Affected: 1277
 Outage Origin: Distribution

Device
 Device Identifier: 395102C1
 Device Interrupted: SUBSTATION BREAKER
 Substation: TDC294
 Feeder: A9417
 Phase: ABC

Occurrence
 Date Began: 07/11/11
 Time Began: 08:03 AM
 Date Restored: 07/11/11
 Time Restored: 05:13 PM
 Duration (min): 550

Actions
 Action Taken (1): REPAIRED OVERHEAD MATERIAL
 Action Taken (2):
 Action Taken (3):
 Action Taken (4):
 Comments:
 RTYCHTA TOM SPOC MADE OPEN AT F 137007 ,F12001, F12501 // CLOSE C/B AT 1713 HRS 90%-F12001 CLOSED @ 1930, F413943 CLOSED @ 2038 F12001 AT 1930 HRS CLOSE 2501 AT 1910HRS ALL LOAD RESTORED

Customer Name: GURNEE TRUCK STOP INC
 Premise Address: 2301 N RT 41 *UNIT D GURNEE IL 60031
 Primary Phone: (847) 244-1655 Extension: Unlisted: No
 Alternate Phone: (847) 244-1655 Extension: Unlisted: No

Bill Account Information

Bill Account: 03780-25051 Master Bill Account:
 Account Status: Active Collection Status: Not In Collections
 Account Type: Service
 Priority Level:

	Date	Type	Duration	Cause
Customer Information	01/29/13	OUTAGE	17	EQUIPMNT/MATERIAL FAILURE
Social Security Number: <u> </u>	01/29/13	OUTAGE	63	EQUIPMNT/MATERIAL FAILURE
Premise Information	07/11/11	OUTAGE	550	TREE/VEGETATION RELATED
Operating Cen	05/25/11	OUTAGE	8	EQUIPMNT/MATERIAL FAILURE
	07/25/11	OUTAGE	27	WEATHER RELATED

Operating Cen

Outage Edit Help

Outage

Type: OUTAGE
 Cause: TREE/VEGETATION RELATED
 Cause Detail: BROKEN LIMB/TRUNK
 Customers Affected: 1277
 Outage Origin: Distribution

Device

Device Identifier: 395102C1
 Device Interrupted: SUBSTATION BREAKER
 Substation: TDC294
 Feeder: A9417
 Phase: ABC



Electric Trouble...

Gas Emerg

Occurrence

Date Began: 07/11/11
 Time Began: 08:03 AM
 Date Restored: 07/11/11
 Time Restored: 05:13 PM
 Duration [min]: 550

Actions

Action Taken (1): REPAIRED OVERHEAD MATERIAL
 Action Taken (2):
 Action Taken (3):
 Action Taken (4):

Comments:

RTYCHTA TOM SPOC MADE OPEN AT F 137807 .F12001,
 F12501 // CLOSE CAB AT 1713 HRS 90%=F12001 CLOSED @
 1930. F413943 CLOSED @ 2030 F12001 AT 1930 HRS CLOSE
 2501 AT 1910HRS ALL LOAD RESTORED

OFFICIAL FILE
ILLINOIS COMMERCE COMMISSION
FORMAL COMPLAINT

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, Illinois 62701

For Commission Use Only:
Case: 11-0703

ORIGINAL

Regarding a complaint by (Person making the complaint): THOMAS CHUMMAR (GURNEE TRUCK STOP INC)

Against (Utility name): COMED

As to (Reason for complaint) _____

- ① MY CHOICE OF SUPPLIER DENIED BY COMED.
- ② CONSISTENT POWER OUTAGES
- ③ 2 MAJOR POWER OUTAGE ON 5/25/11 AND 7/11/11

In GURNEE Illinois.

TO THE ILLINOIS COMMERCE COMMISSION, SPRINGFIELD, ILLINOIS:

My complete mailing address is (include City) GURNEE TRUCK STOP INC, 2301 N. HWY 4, GURNEE IL, 60031

The service address that I am complaining about is _____

My home telephone is 1847 975-3639

Between 8:30 A.M. and 5:00 P.M. weekdays, I can be reached at 1847 244-1655

My e-mail address is JIMMY.THOMAS847@GMAIL.COM I will accept documents by electronic means (e-mail) Yes No

(Full name of utility company) COMED (respondent) is a public utility and is subject to the provisions of the Illinois Public Utilities Act.

In the space below, list the specific section of the law, Commission rule(s), or utility tariffs that you think is involved with your complaint.

2011 OCT 31


Have you contacted the Consumer Services Division of the Illinois Commerce Commission about your complaint? Yes No

Has your complaint filed with that office been closed? Yes No

Please state your complaint briefly. Number each of the paragraphs. Please include time period and dollar amounts involved with your complaint. Use an extra sheet of paper if needed.

311 JAN 11
UNRECORDED
10/26/11

PLEASE SEE ATTACHED SHEET OF PAPER

Please clearly state what you want the Commission to do in this case:

REFER LAST PARAGRAPH OF ATTACHED SHEET OF PAPER

NOTICE: If personal information (such as a social security number or a bank account number) is contained in this complaint form or provided later in this proceeding, you should submit both a public copy and a confidential copy of the document. Any personal information (Social Security Number, Driver's License Number, Medical Records, etc.) contained in the public copy should be obscured or removed from the document prior to its submission to the Chief Clerk's office. Any personal information contained in the confidential copy should remain legible. If personal information is provided in your public copy, be advised that it will be available on the internet through the Commission's e-Docket website. The confidential copy of any filing you make, however, will only be available to Commission employees. If you file both a public and confidential version of a document, clearly mark them as such.

Today's Date: 10/26/11
(Month, day, year)

Complainant's Signature: [Signature]

If an attorney will represent you, please give the attorney's name, address, telephone number, and e-mail address.

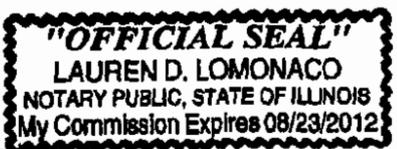
When you finish filling out this complaint form, you need to file the original with the Commission's Chief Clerk. When filing the original complaint, be sure to include one copy of the original complaint for each utility company complained about (referred to as respondents).

VERIFICATION

A notary public must witness the completion of this part of the form.

I, Thomas V Chummar, Complainant, first being duly sworn, say that I have read the above petition and know what it says. The contents of this petition are true to the best of my knowledge.

[Signature]
Complainant's Signature



Subscribed and sworn/affirmed to before me on (month, day, year) 10/26/2011

[Signature]
Signature, Notary Public, Illinois

(NOTARY SEAL)

NOTE: Failure to answer all of the questions on this form may result in this form being returned without processing.

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

THOMAS CHUMMAR,)	
GURNEE TRUCK STOP, INC.)	
)	
Plaintiff,)	
v.)	Docket No. 11-0703
)	
COMMONWEALTH EDISON COMPANY,)	
)	
Defendant.)	

NOTICE OF FILING

To: See attached Service List

PLEASE TAKE NOTICE that on the 4th day of December, 2014 the undersigned caused to be filed this **Emergency Application for Re-Hearing** via e-docket with the Clerk of the Illinois Commerce Commission, 527 E. Capitol Ave., Springfield, IL 62701, a copy of which is served upon you.

Respectfully submitted,

_____/s/_____
Tom V. Mathai, Attorney for Plaintiff

PROOF OF SERVICE BY ELECTRONIC TRANSMISSION OR MAIL

I, Tom V. Mathai, the attorney certify that I served (see attached service list) this **Emergency Application for Re-Hearing** by either e-mail or by depositing a copy of same in the U.S. Mail, with proper postage prepaid before 5:00 p.m. on the 4th day of December, 2014.

_____/s/_____
Tom V. Mathai

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(773) 327-1100

ICC Dkt. No. 11-0703
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