

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

COMMONWEALTH EDISON COMPANY,	:	
Complainant,	:	
v.	:	
GRACE BIBLE CENTER,	:	No. 13-0469
Respondent.	:	
Complaint regarding unlawful establishment	:	
of retail service accounts by a person that is	:	
not a retail end-use customer	:	

**MEMORANDUM IN SUPPORT OF
COMMONWEALTH EDISON COMPANY’S
MOTION FOR SUMMARY JUDGMENT**

Commonwealth Edison Company (“ComEd”) respectfully submits this memorandum in support of its Motion for Summary Judgment (“Motion”).

I. INTRODUCTION

Grace Bible Center’s (“GBC”) so-called Utility Assistance Program (“UAP”) violates the Public Utilities Act (“PUA”), 220 ILCS 5/1-101 et seq., and ComEd’s tariffs. GBC offers the UAP to parishioners who have had their utility service disconnected. GBC poses as the “retail customer” to have service restored in its name even though it never uses such service. It conceals from ComEd that the undisclosed real end-users have been disconnected for non-payment and each owes ComEd more than \$500. At the same time, GBC requires and collects large “donations” from UAP participants, based on the amount of their outstanding electric bill, to turn the power back on through the UAP. GBC cannot account for these donations which, contrary to GBC’s promise to UAP participants, almost never get paid to ComEd. GBC violates ComEd’s tariffs and the PUA when it applies for retail service in its name for purposes of providing electric service to a third person because GBC will not be using the electricity itself.

The UAP is operating in violation of the statutory requirement that retail service must be provided to a customer using that service, as well as the statutory prohibitions against resale or redistribution of retail electric service. This illicit program allows GBC, rather than the Commission, to decide the terms of service. Those terms include how much each user must pay and what kinds and types of notices are sent. The UAP, acting outside of the Commission's rules, also deprives its participants of the consumer protections provided in the PUA and Part 280 of the Commission's rules, e.g., protections for low-income customers, deferred payment plans, and rules on how and when service will be disconnected. Had ComEd known the real facts, it would not have opened the accounts for GBC. The material facts concerning the UAP are undisputed, establish that GBC violates ComEd's tariffs and the PUA, and entitle ComEd to summary judgment on all counts of its Verified Amended Complaint.

II. STATEMENT OF FACTS

GBC offers and provides its UAP to ComEd retail customers who have had their service disconnected for non-payment. GBC Answer to Amended Complaint ("GBC Answer"), ¶ 6. GBC tells ComEd that it is a new retail customer at the address of the undisclosed actual user. Bell Dep. Tr. 17:7 – 18:4. But, GBC then resells or redistributes to the real end user the retail services it purchases from ComEd. GBC establishes itself as the "middleman" in the relationship between the end-users and ComEd. It deprives the customer of the benefits of ComEd's tariffs and the Commission's rules. And, the UAP went undetected only because GBC concealed from ComEd that it is not an qualifying retail customer, including through elaborate secrecy requirements GBC demands the participants accept. The key features of the UAP are the following:

- GBC asks ComEd to turn on service in its name alone while concealing that it is not a retail user of electric utility services at any of the participants' premises. April 27 Ruling, Findings 1-4. GBC acquires retail service from ComEd not to use it, but to provide that service to the actual end users. *Id.* at Findings 1-4, 11, 12.
- GBC obtains service for UAP participants by requesting service activation at each participant's premises in GBC's name only, while concealing from ComEd that service is actually for the previously disconnected end user. Bell Dep. Tr. 11:24 – 12:19, 17:7 – 18:4; April 27 Ruling, Findings 1, 3, 4.
- GBC requires UAP participants to sign contracts and other documents stating onerous terms and conditions under which GBC will provide electric service to participants at their premises by acquiring that service from ComEd. Bell Dep. Tr. 28:11-15, 92:17-24, 98:5-24, 103:16 – 104:13.
- GBC provides the electric service it acquires from ComEd to the actual end users under the terms of those UAP agreements. April 27 Ruling, Finding 11.
- Participants are required to make an initial "donation" to GBC that is typically about 50% of their outstanding utility bills. Bell Dep. Tr. 33:16-20; April 27 Ruling, Finding 8. That money is not then paid to ComEd, but is retained by GBC subject to a number of other conditions. Bell Dep. Tr. 39:15 – 40:7, 64:4 – 72:3, 110:19 – 111:4.
- ComEd bills for the newly established electric service are sent to GBC, which forwards the bill to the end user. Participants agree to provide payment to GBC

for the services obtained in GBC's name seven days in advance of when GBC's bill from ComEd is due. Bell Dep. Tr. at 47:2-4; April 27 Ruling, Finding 11.

- GBC can immediately request disconnection of electric service if the participant fails to pay for electric service seven days before payment is due from GBC to ComEd. April 27 Ruling, Finding 12.
- GBC tells UAP participants that if they make a minimum number (usually ten) of consecutive on-time payments while service is in GBC's name, GBC will pay off the participant's outstanding utility bills to allow service to be placed in the participant's name. *Id.* at Finding 9. According to GBC, this has happened only a single time in the entire history of the UAP. *Id.*

Additional details regarding these key features of the UAP are provided below.

A. GBC Status and Background

GBC is an Illinois not-for-profit corporation formed in 2004 that operated a church at 2010 West North Avenue, Melrose Park, Illinois, until it was evicted from that location. GBC Answer, ¶ 2; April 27 Ruling, Finding 1. GBC is not certified as either a utility or an Alternative Retail Electric Supplier, and is not authorized to sell electricity at retail under the PUA. GBC Answer, ¶ 2. GBC does not offer the UAP through the Low Income Home Energy Assistance Program or any other customer assistance program established by law. *Id.* ¶ 7.

B. Representations Made and Information Omitted When Restoring Service

GBC obtains the restoration of service at a participant's premises by asking ComEd to open accounts in GBC's name at the address where the actual retail user has been disconnected for not paying his or her ComEd bills. April 27 Ruling, Finding 1. "GBC is not the end user of electric service at [these] locations" *Id.*, Finding 2 (emphasis added). GBC does not own or

rent the locations for which it applies and accepts retail electric utility service under its UAP. *Id.*, Finding 5.

C. GBC Requires UAP Participants to Agree to Detailed and Onerous Terms and Conditions

GBC promotes its UAP program on its website. GBC Answer, ¶ 6. GBC offers the UAP to only end-users whose service has been disconnected due to non-payment and who are “no longer able to get service for themselves.” *Id.*; Bell Dep. Tr. 12. GBC requires UAP participants to execute substantial documentation reflecting the terms and conditions of the UAP. Bell Dep. Tr. 28:11-15, 92:17-24, 98:5-24, 103:16 – 104:13. This documentation¹ includes the following:

- A checklist used to identify documents received by each UAP participant. The checklist contains a listing of UAP documents including Final Utility Bill, Driver’s License, Money Order, Affidavits #1 through #8, Disclaimers #1 through #2, Permission to Videotape, Watch Care Certificate, Watch Care Agreement, Confirmation Letter, and 3 Day Cancellation Period. Bell Dep. Tr. 94:16 – 95:8; Bell Dep. Ex. 3.
- A Confidential Disclosure Agreement that all UAP participants must sign to preserve the confidentiality of discussions between Watch Care members and the pastor. Bell Dep. Tr. 92:13 – 94:15; Bell Dep. Ex. 3.
- A Disclaimer in which the UAP participant certifies that he or she accepts the terms and conditions in the disclaimer, including the following statements: “We negotiate with the utility companies, using leverage with our name or names and or participating affiliates to restore service.” Bell Dep. Tr. 95:9 – 97:17. “The percentage that you give to have services restored is not a deposit. The percentage is a donation to cover all operational cost to have your service restored. The operational cost is a compliance tool used to have your utility service restored. This donation is tax deductible at the end of the year.” Bell Dep. Ex. 3.
- Written Permission to Videotape and Record Conversation granting GBC, Pastor Simmons, and GBC’s Staff “permission to video tape and record conversations, agreement and any other related documents in connection with restoring utilities

¹ While many of GBC’s UAP records were lost when it was evicted from its church building for nonpayment of rent and had to move suddenly, ComEd received a set of UAP documents that were received and executed by a current UAP participant. April 27 Ruling, Finding 10. These documents were marked as Bell Deposition (“Dep.”) Exhibit (“Ex.”) 3 and identified by Ms. Bell, GBC’s Executive Administrator, as a UAP document packet for a current UAP participant. Bell Dep. Tr. 87:13 – 88:4; Bell Dep. Ex. 3.

[sic] services.” Bell Dep. Tr. 98:5 – 100:19; Bell Dep. Ex. 3. Each participant’s enrollment in the UAP and execution of the UAP documentation was videotaped, although GBC does not have those videotapes now. Bell Dep. Tr. 98:5 – 100:19 Affidavit prohibiting UAP participants from recording sign-up sessions. Bell Dep. Tr. 100:21 – 103:15; Bell Dep. Ex. 3.

- A “Third Party Authorization and Release Form” authorizing GBC to discuss the UAP applicant's ComEd account with ComEd. Bell Dep. Tr. 103:16 – 104:21; Bell Dep. Ex. 3.
- Affidavit #2 agreeing that an operational cost is to be donated before service is restored; Affidavit #2.1 agreeing and acknowledging that the donation enters the donor in the UAP and will be held in escrow for the participant’s old utility account; Affidavit #3 agreeing to “pay for all usage of service” 7 days before the due date shown on the bill from ComEd, and also agreeing to be “subject to disconnection immediately” – i.e., allow GBC to request ComEd to disconnect service – for failure to pay 7 days in advance of the bill due date. Bell Dep. Tr. 110:5 – 111:4, 118:19 – 119:8, 119:12 – 121:8; Bell Dep. Ex. 3; *see also* April 27 Ruling, Findings 11, 12.
- Affidavit #4.1 agreeing that payments made at a currency exchange or to the utility company instead of through GBC will cause the UAP participant to start over in terms of consecutive on-time payments required to complete the program; and Affidavit #4.1A agreeing that failure to have “normal usage” on the new GBC account will cause the UAP participant to start over in terms of consecutive on-time payments required to complete the program. Bell Dep. Tr. 125:17 – 128:3, 128:15 – 129:7; Bell Dep. Ex. 3.
- Affidavit (page 15A1) agreeing that failure to make monthly payments will cause termination from the UAP without reduction of the participant’s old bill; Affidavit (page 15AAA) agreeing that if a participant’s current bill under the UAP is more than his or her donation, the participant must pay the total current charges within 48 hours after receipt of the bill from GBC or face termination from the program and immediate disconnection of utility service; and Affidavit of Employment (page 15A4) certifying that the affiant is not an employee of a utility. Bell Dep. Tr. 130:3 – 131:5, 132:24 – 133:24; Bell Dep. Ex. 3.

GBC requires UAP participants to make a donation to GBC of roughly 50 percent of the amount owed to ComEd. April 27 Ruling, Finding 8. Monies received from UAP participants are deposited into GBCs general bank account with other funds of GBC. Bell Dep. Tr. 82:5-11. GBC then calls ComEd to open a new account in GBC’s name. It does not tell ComEd that GBC is not the end-user, that the end-user is a disconnected retail customer, or that GBC is seeking

reconnection on behalf of a disconnected retail customer. April 27 Ruling, Finding 3; Bell Dep. Tr. 17:7 – 18:1. Rather, GBC conceals the identity of the real end-user and the fact that the UAP participant owes money to ComEd. April 27 Ruling, Finding 4.

III. LEGAL STANDARD & ARGUMENT

Summary judgment is appropriate where the pleadings, affidavits, depositions, admissions, and exhibits show that there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. *Am. Std. Ins. Co. v. Allstate Ins. Co.*, 210 Ill. App. 3d 443, 446 (1st Dist. 1991) (citing *Protective Ins. Co. v. Coleman*, 144 Ill. App. 3d 682, 686 (2d Dist. 1986)). The material facts set forth above are undisputed. It is clear that GBC conceals material facts to unlawfully procure, and resell or redistribute, retail electric service under the UAP in violation of the PUA and ComEd’s Commission-approved tariffs. GBC also deprives UAP participants of certain rights they would have under the PUA and Part 280 of the Commission’s rules, 83 Ill. Adm. Code Part 280, including but not limited to notice of disconnection and payment due dates. Furthermore, enforcing Illinois law with respect to the UAP program will in no way preclude any other form of financial assistance or situations where one family members name is placed on a bill and, thus, offers no cause to deny summary judgment. Indeed, the relief ComEd seeks would not block GBC from actually doing what its Executive Administrator indicated was its intent – “co-sign [as a guarantor] for the person that’s getting the utility [service].” Bell Dep. Tr. 12.

A. GBC’s Program is Unlawful

GBC cannot lawfully obtain retail service in its name alone when it is not a user of the retail service. GBC conceals the fact that it is not the end user and then resells or redistributes the electricity, both in violation of the PUA and ComEd’s tariff. The Commission has

comprehensive authority to regulate the energy industry in Illinois. *See, e.g.*, 220 ILCS 5/1-102. Among other things, the PUA requires Illinois public utilities to file with the Commission all terms and conditions under which they provide services in Illinois. 220 ILCS 5/9-102.² As a result, courts and this Commission have long recognized that utilities such as ComEd have no right or duty to provide services in any manner that is not established in the lawful tariff approved by the Commission. *Globalcom, Inc. v. Ill. Comm. Comm'n*, 347 Ill App. 3d 592 (1st Dist. 2004) (quoting *Am. Tel. & Tel. Co. v. C. Office Tel., Inc.*, 524 U.S. 214, 230-31 (1998) (Rehnquist, C.J., concurring)).

1. GBC Cannot Establish Retail Service Because No Customer is Using the Service

ComEd's tariffs define which entities are eligible to obtain service from ComEd. For example, Rate BES – Basic Electric Service and Rate BESH – Basic Electric Service – Hourly apply only to services provided to a “retail customer.” Commonwealth Edison Co., Ill. C. C. No. 10, 2nd Rev. Sheet No. 19, 2nd Rev. Sheet No. 29. ComEd's tariffs define “retail customer” to mean “the same as retail customer is defined in Section 16-102 of the [PUA].” *Id.*, 1st Rev. Sheet No. 132. A retail customer is defined in Section 16-102 of the PUA as “a single entity using electric power or energy at a single premises.” 220 ILCS 5/16-102 (emphasis added). Courts have long recognized that “[u]ndefined terms in [a] statute must be given their ordinary and popularly understood meaning.” *Skaperdas v. Country Casualty Ins. Co.*, 2015 IL 117021, ¶ 15.

² “Every public utility shall file with the Commission ... all rates and other charges, and classifications, which are in force at the time for any product or commodity furnished or to be furnished by it, or for any service performed by it, or for any service in connection therewith Every public utility shall file with and as a part of such schedule and shall state separately all rules, regulations, ... and contracts that in any manner affect the rates to be charged or to be charged for any service.” *Id.* (emphasis added).

When GBC signs up for service in connection with the UAP, it is not a “retail customer” under ComEd’s tariffs and Section 16-102. GBC is not “using” the electric service delivered to UAP participants, as that term is ordinarily understood. *See* 220 ILCS 5/16-102; *Skaperdas*, 2015 IL 117021 at ¶ 15. “GBC is not the end user of electric service at the locations for which it requests and takes retail utility service under its [UAP].” April 27 Ruling, Finding 2. GBC arranges service in its name and passes on that service to the end-user, who then pays GBC the amount billed by ComEd. The fact that GBC does not qualify as an eligible retail customer under ComEd’s tariff and the PUA establishes that ComEd is entitled to judgment as a matter of law under the undisputed facts, and ComEd’s Motion for Summary Judgment should be granted.

2. GBC Illegally Resells or Redistributes ComEd’s Retail Electric Service through its UAP

Even assuming *arguendo* that GBC could be a qualifying retail customer under the tariff and the PUA, GBC is reselling or redistributing electricity in violation of ComEd’s tariffs and the PUA. ComEd’s tariffs are clear that, with certain exceptions not applicable here, both the resale and redistribution of electricity are prohibited:

RESALE OR REDISTRIBUTION.

The resale or redistribution of electric power and energy is prohibited. It is necessary that each retail customer located in the Company's service territory is provided with separate meter-related facilities and designated as a separate retail customer.

General Terms and Conditions, Ill. C.C. No. 10, Orig. Sheet No. 144; Amended Complaint, ¶ 31.³ The only exceptions to the prohibitions against the resale or redistribution of electric power and energy are under ComEd’s Rider Resale – Allowance Allowance for Resale or

³ A copy of the portion of ComEd’s General Terms and Conditions addressing resale and redistribution is attached hereto as Attachment 1.

Redistribution of Electricity (“Rider Resale”), ILL. C.C. No. 10, Orig. Sheet Nos. 282 - 283, which provides as follows:

APPLICABILITY.

This rider is applicable to a retail customer that resells or redistributes electric power and energy directly or through an intermediary to third persons, provided such resale or redistribution is only in a building for which such resale or redistribution is an uninterrupted continuation of resale or redistribution practices followed in accordance with previously applicable riders that were in effect from time to time since prior to January 2, 1957.

This rider is also applicable to a retail customer for which the Company has permitted, on a continuous basis since prior to July 13, 1970, more than one residential occupancy unit in a building in the former Central Illinois Electric and Gas Company service territory to be served through one meter as a single residential retail customer.

Id. at Original Sheet No. 282.⁴

Rider Resale defines “resale” as:

The furnishing of electric power and energy by a retail customer to third persons in exchange for monetary compensation that is individually computed and separately stated by such retail customer for each such third person. The electric power and energy so furnished to each such third person is separately metered.

Commonwealth Edison Co., Ill. C. C. No. 10, Rider Resale, Orig. Sheet No. 282. Rider Resale defines redistribution as “the furnishing of electric power and energy by a retail customer for third persons under circumstances *that do not constitute resale.*” *Id.* (emphasis added). The distinction between “resale” and “redistribution” was recognized by the Illinois Supreme Court when it affirmed a circuit court judgment affirming the Commission’s adoption of Standard Contract Rider 18, which provided that ComEd will not furnish electricity to public housing agencies for resale or redistribution to tenants in buildings constructed after the January 2, 1957. *Chicago Housing Auth. v. Illinois Commerce Comm’n*, 20 Ill. 2d 37 (1960). The Court explained

⁴ A copy of Rider Resale is attached hereto as Attachment 2.

that the development of the prohibition and exception for redistribution was separate and distinct from the prohibition and exemption for resale. *Id.* at 39-40.⁵

Section 16-102 of the PUA codifies ComEd’s longstanding tariff provisions with respect to the prohibition of resale or redistribution of power and energy by retail customers. 220 ILCS 5/16-102. That section defines “retail customer” such that an entity reselling or redistributing electricity can only be a retail customer if they have been continuously engaged in the practice of such resale or redistribution of electricity within a building since prior to January 2, 1957 as allowed by a utility’s tariffs:

“Retail customer” means a single entity using electric power or energy at a single premises and that ... is receiving or is eligible to receive tariffed services from an electric utility ... , or ... on the effective date of this Act was receiving electric service from a public utility and (i) was engaged in the practice of resale and redistribution of such electricity within a building prior to January 2, 1957, or (ii) was providing lighting services to tenants in a multi-occupancy building, but only to the extent such resale, redistribution or lighting service is authorized by the electric utility's tariffs that were on file with the Commission on the effective date of this Act.

220 ILCS 5/16-102 (emphasis added).

GBC resells or redistributes ComEd’s retail electric services through its UAP contrary to ComEd’s tariffs and the PUA. “Resale” is defined as “[t]he furnishing of electric power and energy by a retail customer to third persons in exchange for monetary compensation that is

⁵ The court explained the development of the prohibitions against resale and redistribution as follows:

In 1952 the Commission approved Edison's Rider 12 which forbade any customer from reselling electricity to third persons except in buildings where the practice was already established. Resale was defined to include furnishing electricity by a customer to a third party where a separate charge for electricity is made or where the electricity is metered or its use limited even though no separate charge is made for it. ...

So long as electricity was not metered or its use limited, Rider 12 did not forbid landlords from redistributing electricity to tenants and charging for it in the rent. In 1956, however, Rider 12 was revised to forbid redistribution as well as resale. Again those buildings were excepted in which the practice was established prior to the date of filing.

Id.

individually computed and separately stated by such retail customer for each such third person” and also separately metered. Rider Resale, Orig. Sheet No. 282. The electric service GBC obtains and provides to UAP participants fits squarely within this definition. UAP participants are “third persons” with respect to GBC, the only “retail customer” of record on these accounts. April 27 Ruling, Finding 1. The UAP obligates participants to pay for the “retail service” so obtained by GBC, satisfying the “monetary compensation” component of the definition. *Id.* at Finding 11. The service provided is separately metered and individually computed on ComEd’s bills, and GBC forwards ComEd’s bills to UAP participants pursuant to the terms and conditions of its agreement with UAP participants. Bell Dep. Tr. 12:20 – 13:9, 46:12 – 49:9, 125:17 – 127:13, 156:7-21. These undisputed facts conclusively establish that GBC is engaged in the “resale” of retail electric services that is prohibited under ComEd’s tariffs and Section 16-102 of the PUA. Even assuming, *arguendo*, that the UAP fails to satisfy any of these definitional elements, the UAP would then constitute the redistribution of electric services which is also prohibited.

The building specific grandfather exception for resale or redistribution that existed and has continued since 1957 does not apply here. GBC established the first UAP account sometime after 2009, decades after the window closed for the limited exceptions recognized by Rider Resale. *See* Bell Dep. Tr. 312:20-22. No provision of the ComEd tariff permits GBC’s operation of the UAP.

3. GBC Deprives End Users of Important Rights

GBC’s deceptive practices jeopardize the rights of the actual consumers of electricity under the UAP. Both the Commission and the Supreme Court of Illinois have recognized that the resale or redistribution of electric service poses a risk to retail customers. *Commonwealth*

Edison Co., Docket No. 87-0427 (Order, Dec. 30, 1988), 1988 Ill. PUC LEXIS 11, *250 (“For long-established reasons, resale of electricity has been prohibited so that all customers receiving electric service are dealing with an entity under the jurisdiction of this Commission.”); *Chicago Housing Auth. v. Ill. Comm. Comm’n*, 20 Ill. 2d 37 at 44-45 (finding that prohibiting resale prevents “a ‘middle man’ profit” and that redistribution could facilitate some customers paying disparate per-unit costs).

GBC can take advantage of participants in the UAP. For instance, GBC requires UAP participants to pay an upfront deposit of \$250 or more (50% of the \$500 or more balance owed to ComEd). But that amount is retained by GBC as a “donation” rather than forwarded to ComEd. Bell Dep. Tr. 34:2-15, 64:10 – 65:19; Bell Dep. Ex. 1. The end-users participating in the UAP still owe ComEd and see no improvement in their ability to properly obtain tariffed services after enrolling in the UAP, despite paying GBC a substantial sum. Further, GBC maintains no accounting for how those UAP “donations” are treated.⁶ The outstanding balances owed to ComEd are ultimately paid by all ComEd customers through increases in tariffed rates. Lastly, GBC disconnects UAP participants at its discretion and, through its deception, prevents ComEd from ensuring that Commission-approved procedures intended to protect retail customers are observed. *See* April 27 Ruling, Findings 1-3, 12.

B. Enforcing the PUA and ComEd’s Tariff Will not Preclude any other Form of Assistance

Legitimate forms of financial assistance to retail customers would still be available if ComEd’s Motion is granted. At the outset, no other form of utility assistance is at issue in this proceeding. Granting the Motion would bar only GBC’s deceptive practices under the UAP.

⁶ In light of the fact that Mr. Simmons has disappeared, no one knows where that money is or how to give it back to customers.

Moreover, ComEd works with literally dozens of legitimate charitable organizations through established procedures to help those in need, none of which rely on strategies of concealment or deception.

Furthermore, the commercial relationship between GBC and UAP participants distinguishes it from instances in which friends or family assist each other with obtaining utility services. GBC requires end-users to fill out applications and sign various affidavits and confidentiality agreements, often while being recorded by video camera. Bell Dep., Ex. 6. GBC additionally requires UAP participants to pay a deposit based on the amount owed to ComEd before GBC agrees to establish a new ComEd account in its name. *See* April 27 Ruling, Finding 8. And, if a UAP participant fails to pay GBC seven days before the monthly payment is due to ComEd, GBC reserves the right to immediately disconnect the participant's service. It does so irrespective of the Commission's rules imposing requirements on utilities with respect to notice of disconnection, deferred payment plans, medical certificates, and seasonal disconnection moratoriums. *See id.* at Finding 12; Bell Dep. Tr. 120:6 – 121:8. Thus even in the most favorable light, the relationship between GBC and UAP participants is one characterized by a negotiated arrangement that is intended to benefit each party – not altruistic support provided by family and friends.

IV. CONCLUSION

The material facts of this case are not in dispute. GBC does not qualify as a sole “retail customer” because it does not use the electric service procured from ComEd. GBC is reselling or redistributing electricity in violation of the tariff and PUA. Applying these established rules to GBC poses no threat to the Illinois public or to legitimate utility assistance programs. The Commission should grant ComEd’s Motion for Summary Judgment.

Dated: June 5, 2015

COMMONWEALTH EDISON COMPANY

By: Carmen L Fosco

One of its attorneys

Thomas S. O’Neill
Senior Vice President & General Counsel
COMMONWEALTH EDISON COMPANY
440 South LaSalle Street, Suite 3300
Chicago, Illinois 60605
(312) 394-5400
thomas.oneill@exeloncorp.com

Anastasia O’Brien
Nicole Nocera
10 South Dearborn Street, Suite 4900
Chicago, Illinois 60603
(312) 394-5400
anastasia.obrien@exeloncorp.com
nicole.nocera@exeloncorp.com

E. Glenn Rippie
Carmen L. Fosco
Conor B. Ward
ROONEY RIPPIE & RATNASWAMY LLP
350 West Hubbard Street, Suite 600
Chicago, Illinois 60654
(312) 447-2800
glenn.rippie@r3law.com
carmen.fosco@r3law.com
conor.ward@r3law.com

Kenneth E. Kraus
KRAUSFLAMING LLC
20 South Clark Street, Suite 2620
Chicago, Illinois 60603
ken@krausflaming.com

Attorneys for Commonwealth Edison Company