

*FRIEDBERG V. AMBIT – TRANSCRIPT OF 12/27/14 TELEPHONE CALL*

Dawana: ... calling Ambit Energy. This is Dawana. How may I assist you?

Friedberg: Yeah, uh, how do I find your – my account number on my Nicor bill?

Dawana: It should be somewhere under the supply section of your, of your gas bill. If you're not able to find it, if you can provide me with your phone number, I can access your account.

Friedberg: I have an account number for Nicor. Is that different than yours?

Dawana: Yes, sir, it would. Again, if you give me your phone number I can still access your Ambit Energy account number.

Friedberg: Try 847-679-4300.

Dawana: Thank you so much. One moment. Okay, now that number, 847-679-4300, did not access any account information. Do you have another number I can try?

Friedberg: Try another number. Yes. 847-674-4464.

Dawana: Okay, thank you. One moment. All right. Thank you so much for your patience, sir. And what is your name?

Friedberg: My name is John Friedberg.

Dawana: Thank you, Mr. Friedberg, and one moment please. And I see that we have your phone number listed as 847-674-4464. Is this still correct?

Friedberg: Yes, that's the home phone number.

Dawana: Okay, thank you. And how can I assist you today, sir?

Friedberg: You're charging me 217% more than a year ago. Per therm. I'm sure that's not right.

Dawana: Okay, so you're calling because the rates have increased since last year, correct?

Friedberg: Evidently, you just raised it recently.

Dawana: Okay, bear with me one moment. Let me review the account.

Friedberg: It's particularly noticeable when gas prices and fuel costs are going down.

Dawana: Okay, bear with me. Just give me a moment. I'm just looking over the account and we'll see what's going on. Okay, so looking at the account, it looks like you're on a variable rate plan. Um, you were previously on our guaranteed savings plan, and it looks like that expired ...

Friedberg: Why did you change it?

Dawana: We didn't change it. It expired. It's only a 12-month plan, and it expired February 25th of 2013. So you've been on the variable rate for quite some time. Now, on the variable rate, the month-to-month variable rate, you're billed at whatever the current energy rate is at the time when your bill generates, so typically, that rate is going to be higher. Ah, we ...

Friedberg: Right now 217% more than the rate that is charged by Nicor.

Dawana: Okay, I do understand that, sir. What I just explained is that the var – the month-to-month, that month-to-month default variable rate is typically a higher rate because you're billed at whatever the current energy rate is at the time that your bill generates.

Friedberg: Why didn't somebody notify me that there was no contract?

Dawana: I do see that we did send out a renewal notice. It went out January 10th of 2013.

Friedberg: You sent out January – what date?

Dawana: January 10th of 2013. I show that a renewal notice went out.

Friedberg: One second, I'm gonna see if I received it. This would have been under Ambit. Nope, we didn't receive it.

Dawana: Okay, well, I do apologize, sir. I do show that it was sent out, so it is possible that it did get lost in the mail.

Friedberg: We didn't receive it.

Dawana: I do understand that, sir.

Friedberg: [inaudible] You needed to follow that up.

Dawana: Okay, well, sir, I mean unfortunately it is ...

Friedberg: That certainly would be an obligation if you're gonna change a contract term.

Dawana: Well, unfortunately, sir ...

Friedberg: Don't sigh on me, ma'am. I've been overpaying for a long time evidently, and I just noticed it.

Dawana: Okay, well, sir, I did not ...

Friedberg: And I [inaudible] resolve this.

Dawana: Okay, well, sir, I do apologize again. I'm trying to explain to you, per the terms of service when you started services, if the plan is not renewed, it does default onto that

variable plan. And so, and so, I do understand. Like I said, I show that it was mailed. Now, unfortunately, because it was mailed the United States Postal Service we have no control if maybe it got lost or anything. I just – but I do show that it was sent out.

Friedberg: [inaudible] that the account representative is Mark Segal.

Dawana: Okay, that would be your consultant.

Friedberg: Why didn't he contact me?

Dawana: I don't know, sir. Consultants are – they, I mean, they don't have the – they're not – they don't have to contact you to let you know that they, that it's time to renew. As the ...

Friedberg: Should I send him the difference?

Dawana: As the ...

Friedberg: Should I send him an invoice and, and [inaudible] pay it?

Dawana: I don't know, sir. That would be up to your discretion if you want to send him the invoice and see if he's gonna pay the difference.

Friedberg: I'd like to credit the account and get it back to where it's supposed to be.

Dawana: Okay.

Friedberg: Do you think you'd be able to do that?

Dawana: No, sir. Unfortunately, we're not able to make any re-writes on the account. Now we can change the plan back to the um, the guaranteed savings plan, um, but I wouldn't be able to make any adjustments on the current invoice.

Friedberg: So you would prefer that I just – I would like to change my account back to Nicor.

Dawana: Okay, so you're wanting to cancel?

Friedberg: I want to cancel, and then I want to sue you for the difference.

Dawana: All right, sir. Well, again, I'm really sorry to hear that.

Friedberg: That's my discretion, right?

Dawana: Yes, sir. All of this is at your discretion. Again, I can't tell you what to do ...

Friedberg: Right.

Dawana: So if you said that you want to send the invoice to the consultant, that is ...

Friedberg: I'm just asking on a friendly basis if you want me to do it.

Dawana: Well, again, sir.

Friedberg: Since you're only open during the hours of 10 and 5 on Saturdays, and that's my only day to call, it's been – you know, I've had to remember to call you on a Saturday after, you know, ten o'clock. So I'm trying to do that right now. And I'm just asking on a friendly basis if that's what you would like to do.

Dawana: Well, sir, again I'm ...

Friedberg: What is your name so I can make sure that I incorporate that?

Dawana: My name is Dawana. That is D-A-W-A-N-A.

Friedberg: And what is your last name, Dawana?

Dawana: We do not give out last names, sir.

Friedberg: Well, I need to be able to serve you with the Sheriff's service.

Dawana: Okay, well, sir, I can't give you out – I can't give you my last name, so my name is Dawana, and that's D-A ...

Friedberg: Why?

Dawana: Because we don't give out last names, sir.

Friedberg: Okay, well who can I speak to so I can properly direct the lawsuit?

Dawana: Um, I – so are you requesting to speak with a supervisor?

Friedberg: I'm speaking to whoever I can direct ah, you know, because this is disputed, and I, and you don't want to help me.

Dawana: Well, sir, I'm not able to help you. I mean, it's not that I don't want to help you; I'm not able to.

Friedberg: I understand. That's fine. I just want to talk to somebody who will be able to help me, and that's what I'd like to know – who it is.

Dawana: Okay, well, I guess you could speak with a supervisor. I can't guarantee that they'll be able to do any rewrite either because ...

Friedberg: Who is in charge that can help me?

Dawana: Okay, again, sir, I can't guarantee ...

Friedberg: That's the purpose of my call.

Dawana: I can't guarantee you that anyone will be able to do what you're requesting. Now if you want to speak with a supervisor, I will be more than happy to get you over there, but I can't guarantee you that the supervisor is going to be able to do the rewrite either.

Friedberg: Without giving me a lot a double-talk, ma'am, I just want to know who I can talk to.

Dawana: Okay, again, sir, I'm advising you of who can talk to ...

Friedberg: I'm advising you, ma'am. Don't raise your voice. Don't double-talk with me ...

Dawana: I'm not raising my voice, sir. And I'm not double-talking you.

Friedberg: Just give me a direct answer.

Dawana: Because, sir, I can't give you a direct answer because I can't get – you want to know ...

Friedberg: Because you're trained to double-talk.

Dawana: And I cannot guarantee you that anyone will do that, so again, if you want to speak with a supervisor, I will be more than happy to get a supervisor on the line for you, but can I guarantee that the supervisor's going to do the rewrite? No, I can't guarantee that.

Friedberg: No, they'll probably do better.

Dawana: Okay, bear with me just one moment ...

Friedberg: So why don't you get me to that person without having further delay?

Dawana: Well, you keep asking questions, sir, so I'm just trying to assist you.

Friedberg: I'm just directing them, my questions, give you an answer.

Dawana: Okay, so is there anything else that I can ...

Friedberg: Let's hurry up and get there.

Dawana: Help you with before I can get you ...

Friedberg: Come on, ma'am, let's get going.

Dawana: Transferred over for further assistance, sir?

Friedberg: Let's get going.

Dawana: Thank you for choosing Ambit Energy. Have a wonderful day. One moment.

[on hold]

Dawana: Hello, Mr. Friedberg?

Friedberg: Yes.

Dawana: Okay, I'm still waiting on...

Friedberg: This is Dawana again...

Dawana: It sure is, sir. I just came back to check with you to let you know that I'm still waiting on the next available supervisor, and do you mind if I place you on additional hold while I continue to wait?

Friedberg: Well, I'd like to call Nicor to make sure I have my proper arrangements going on. So how much longer is it gonna take for somebody to answer the phone?

Dawana: Um, I don't know, sir. Um, again, I'm still waiting for the next available supervisor. Hopefully someone will be on the line here shortly. Again, as a courtesy I'm just trying to come back and check on you and keep you posted on what's going on.

Friedberg: And the rate – you won't sign me up for the correct rate?

Dawana: Sir, I, I offered to change the plan for you. Now what I said I couldn't do is make adjustments to the current bill. I can't do that, but I did offer to change the plan to you – for you, back to the guaranteed savings plan. But unfortunately, I'm not ...

Friedberg: And what would that rate be?

Dawana: That's a variable rate, sir, and if you don't mind, the supervisor just came on the line, so do you mind if I go back to the line so I can get the supervisor, or are you still wanting to speak with one?

Friedberg: I'd just like to talk to this person.

Dawana: Okay, one moment.

[on hold]

Mekisha: Thank you for bearing with me, Mr. Friedberg. I do apologize for the wait. My name is Mekisha, and I am a member of the escalations department. I understand that you're calling today in regards to your plan being expired and you are requesting to have your plan back-dated?

Friedberg: Ma'am, I just wanted to know if it's all right if I have – if this call may be recorded for quality assurance.

Mekisha: We actually record all of our calls, sir.

Friedberg: Oh, so then we're both recording. That's fine. Um, anyway, Mikki, what I have is I noticed on the last bill that the therm rate is 217% higher than it was a year ago, or 217% more than Nicor charges, and um, I don't think that's correct. I believe that your plan was assuring me that I was going to be about five percent or a nickel less than what is being currently charged by Nicor, and that was the purpose of your deal. The last correspondence I have in my file was on January 10th of 2013, and I don't see any other correspondence I don't believe after that date. Uh, anyway I'm very surprised to find out that my account was just changed without my knowledge, and I'm calling to see what can be done about that.

Mekisha: Well, definitely, I do apologize that you're having to give us a call today. But I'll be more than happy to address all your questions and concerns. The plan that you are on is guaranteeing that you'll save five percent on the first billing cycle, and then over the 12 months it's one percent. With that plan that you were on, you do have to renew every 12 months. The letter that you're stating that you have dated January the 10th is the letter that is sent out advising you that it's time to renew. Without you calling ...

Friedberg: 2013.

Mekisha: That's correct.

Friedberg: 2013, not 14.

Mekisha: That's correct, sir. You haven't renewed since January the 10th, 2013. Your plan actually expired on February the 15th, 2013. You have to renew every 12 months otherwise you're placed on a variable plan until you log online or you can give us a call to change your plan.

Friedberg: So I've been overpaying for the last year and a half? Two years?

Mekisha: Unfortunately, it's not saying that you actually overpaid. The plans that we have ...

Friedberg: Oh it isn't? Okay.

Mekisha: With the guaranteed saving is still a variable plan, but what it does is when you're on the guaranteed savings it compares over the 12 months, so at the end of the 12 months you get a letter, and it states what you pay with Ambit for the full year and what you would have paid if you had stayed with Nicor for the full year. That has to be the one percent savings ...

Friedberg: When was that letter ...

Mekisha: I'm sorry? Go ahead.

Friedberg: I mean, I believe that I've overpaid for quite some time.

Mekisha: Well, I can definitely check to see if the previous – ah, from 2013 was actually sent out for the fiscal year of what you actually saved. But from February the 15th, 2013 up until now you have not been on that plan. So unfortunately, that letter won't be sent out.

Friedberg: “Enclosed you will find your new terms and service will be effective...” Now I believe actually the policy or the terms started on February 25th of 2013. That's the letter that I'm looking at.

Mekisha: The letter that is dated January the 10th, 2013 is advising that you have to call and renew or otherwise you'll be placed on a variable plan.

Friedberg: “On behalf of the entire [inaudible] ... we want to thank you for selecting us as your energy provider. Enclosed you will find your new terms and service agreement effective February 25, 2013.”

Mekisha: And what was enclosed with that is the variable plan information. And then if you read the next paragraph it says, “You may renew your current plan or select a different one by logging in to your on-line account.”

Friedberg: Three pages – three pages of little tiny type.

Mekisha: That's the terms and conditions for the variable if you don't renew, sir. So after February 25, 2013 you were placed just on the variable plan without the guaranteed savings.

Friedberg: It doesn't say in here that I needed to call you.

Mekisha: It says, “You may renew your current plan or select a different one by logging in to on-line account at www....”

Friedberg: Wait a minute, it says, no – “You'll find your new terms of service.”

Mekisha: And that's for the variable plan. If you read the next paragraph after that it says ...

Friedberg: “You may renew your current plan or select a different plan” – dadadadadadada. How we gonna straighten this out?

Mekisha: Unfortunately, there is no way to back date the plan, sir. If you're wanting to renew going forth, you can be on the guaranteed saving plan ...

Friedberg: What is the plan? What would you be, what would you be offering today?

Mekisha: It's the guaranteed savings plan where you will receive one percent ...

Friedberg: What rate would that be?

Mekisha: Unfortunately, with the guaranteed savings plan it is a variable rate. There's not a set rate. It depends upon ...

Friedberg: What would the rate be today for this month?

Mekisha: That's what I'm explaining to you, sir. There is no set rate. It's based upon market value at the date ...

Friedberg: So you can't tell me what you're charging this month, or last month?

Mekisha: That's correct, I can't ...

Friedberg: Or would have charged? How do I compare that to what Nicor offers?

Mekisha: Unfortunately, because it's not a month-to-month comparison, we can only give you what you were billed on your last invoice with the variable rate. We don't know what rate you will be charged because it is based upon market value, and the day that you're actually – your meter read is performed. So I can only give you the rate that you already have, which is on your previous invoice. But as far as saying what you would be charged [inaudible] ...

Friedberg: Well, for instance ...

Mekisha: There is no way for me to know.

Friedberg: Like, like Nicor charges about 45 cents. You charged me this month 93 cents. So what would the rate be for next month or whatever you would like to quote me?

Mekisha: And that's what I'm explaining. There is no quote to give you because it's based upon ...

Friedberg: So what would the contract be then?

Mekisha: The contract is a variable plan. Your plan changes each month, so we don't know what you will be billed each month because it is based upon market value. The contract takes what you paid for the last 12 months and compare it to Nicor. If you paid more than one percent with Ambit, we give you a refund check for the difference. So it doesn't compare each month. It can take the total that you pay with Ambit for the year, and it says this is what you paid with Ambit, and then it takes the total of what you would have actually paid with Nicor and it tells you this is what you paid with Nicor. That has to be a one percent or more savings. If it's not, then it will send a refund check to you. But you do have ...

Friedberg: So why haven't I had that ...

Mekisha: I'm sorry, go ahead.

Friedberg: So, if I'm correct, if I add up all my therms, and I'm gonna presume that you're 200% more every month than Nicor, then I probably just overpaid you three, four, five thousand dollars for the course of the year. Is that correct?

Mekisha: It doesn't say that we're over each month. Basically, with it the rates change each month because it's a variable plan. There are going to be some months we're lower than Nicor ...

Friedberg: Well, I understand, I understand but ...

Mekisha: There are going to be some that we're higher.

Friedberg: If you have been charging me 217% more than Nicor, and I issue checks to you for four or five thousand dollars during the course of the year, or whatever that total is, then I would assume that I've overpaid you at least half that.

Mekisha: Unfortunately, I wouldn't know if you overpaid or not from February 25, 2013 up until now because it doesn't do the comparison if you don't renew. I can definitely check and see from February 25, 2012 ...

Friedberg: How do we – how do we resolve this? How do we resolve this? What's the best way to do it?

Mekisha: [inaudible] Ambit's decision, Mr. Friedberg, there's no option for that type of credit on the account.

Friedberg: I mean, this is your decision. I'm just asking what way would be the best way to resolve it?

Mekisha: If you're wanting to stay with Ambit ...

Friedberg: Because I'm very dissatisfied by being overcharged.

Mekisha: Which is understandable, sir. Unfortunately, from February 25, 2013 up until now there will be no type of credit that we can actually issue because you are required to renew, and you have the renewal letter.

Friedberg: But you do understand – you do understand because you said that it was understandable that I would be unhappy that you charged me this exorbitant amount of money for the year. That's what you did say.

Mekisha: I said I understand your circumstances in regards to it. As far as knowing if you overpaid or underpaid, I don't know. There's no way for me to know because you ...

Friedberg: No, but you understand that I'm very dissatisfied. So how do we resolve it going forward? Do we resolve it for next month so that you'll get things back in line, or should I seek a remedy from you for the overcharge, or ...

Mekisha: Well ...

Friedberg: Is there some kind of thing we can accomplish today, or you tell me. It's your call.

Mekisha: Unfortunately, this wouldn't be my call, sir. At this point it would definitely be your call, if you're wanting to ....

Friedberg: Whose call would it be? No, it would be somebody's fault. I'm not the only one here. There are two parties to this contract – you and me. So it's a matter of if you don't have the authorization to do it, that's fine. Tell me who would have the authorization so I can resolve it. And I can either do it on the phone now or, you know, I can bring it up in a different way.

Mekisha: At this point there wouldn't be ...

Friedberg: You tell me whichever way you would like to have it handled.

Mekisha: Unfortunately, there wouldn't be anyone that will actually be able to issue you a credit. If you're wanting to redo for the guaranteed savings plan going forth ...

Friedberg: Why would there not be anybody that would be available to talk to me about a credit?

Mekisha: Because there's no credit that we can actually issue because you didn't renew ...

Friedberg: Oh, I think there could be. I think there could be.

Mekisha: Ok, I definitely understand that's what you believe, but unfortunately you do have to renew [inaudible] year.

Friedberg: Well, you didn't send me a note. You didn't send me a note.

Mekisha: You have the notation in your hand, sir. You just read the renewal letter dated January 10, 2013. You have that in your hand. That's your renewal letter.

Friedberg: Right.

Mekisha: It advised you that you can call in, you can log on-line, or you can fax your renewal request. You didn't do any of those.

Friedberg: Right. Right. And you haven't advised me in two years, basically, two thousand four – in two years that you're charging me twice as much as Nicor.

Mekisha: And it doesn't mean you'll be [inaudible]

Friedberg: You're assuming that I'm just a dumb person that sits here, and I have been, I guess.

Mekisha: And that's the part that you're not understanding, Mr. Friedberg. Whether you're on the guaranteed savings plan or not ...

Friedberg: Well I understand that I've been ripped off. Bad.

Mekisha: Whether you're on the guaranteed savings plan or not, you're going to always be on a variable plan. The variable plan is gonna change from month to month. Unfortunately [inaudible]

Friedberg: Is there a corporate office here? Is there a corporate office of Ambit?

Mekisha: There is a corporate of Ambit. It's not in your state. It's actually located in Dallas, sir.

Friedberg: It's in Dallas.

Mekisha: Yes, sir.

Friedberg: Okay. So if I were to file a complaint in Cook County, then I should be sending my complaint to Dallas for service?

Mekisha: That's correct. If you need our corporate office information, I can provide you with that. What I'm explaining to you, though, sir ...

Friedberg: Right, so they can hire a lawyer here in town to talk to me rather than handling it today on the phone.

Mekisha: And what I'm explaining to you, Mr. Friedberg, is regardless if you're on the variable plan or the guaranteed savings plan, it's gonna be a variable rate. That rate can change ...

Friedberg: Do you understand that I have the ability to increase your costs significantly by not talking to me, or not settling this matter?

Mekisha: I understand what you're saying, sir.

Friedberg: Do you understand that clearly?

Mekisha: But you've been charged at the correct rate.

Friedberg: Mikki, I just want to know. I mean, if it's, if it's, if you're being charged two, three, four thousand dollars, or I guess it's you know like at overcharge – 200% - who knows? Uh, two, three, four thousand dollars a year times two years, I will be fil – I will be calculating that, and I'll be filing a lawsuit to collect, and you'll have to be responding to it. And your people would need to be able to show up in front of the judge, and they're gonna have to go through a lot of things, we're gonna have depositions, we're gonna find out who else in the United States you've been doing this with, and who el- any other parties that might be interested in entering into the same complaint. You know, that or we can just resolve it, you know, like a straight up conversation of, "Hey, Mr. Friedberg, we'll, we're, we made a mistake. Maybe both of us made a mistake. But this is the rate which going forward would be more or less what you're being charged."

Mekisha: And that's the part that I'm ...

Friedberg: So I would be able to have a basis from which to understand what you're talking about. To tell me that you don't know anything or you have no idea what it would be is not a satisfactory answer.

Mekisha: I definitely understand where you're coming from ....

Friedberg: Obviously, you knew the day that you sold me the policy or the agreement what the rates were, so ...

Mekisha: No, sir.

Friedberg: What would they be going forward. The person who sold me the policy, his name was Mark Segal.

Mekisha: That's correct.

Friedberg: Okay, excuse me not a policy, and I have no problem. I know Mark very well. And what I'll need to do is, you know, I'll find out why he didn't monitor this account. I'll find out what his problem was. Because he's obviously profited significantly from this overcharge for the last two years, and that's totally improper. So I'd just like to know what I can do, or do I turn it over for litigation?

Mekisha: I definitely understand that, sir. Then ...

Friedberg: I'm glad you understand it. There is no question.

Mekisha: You asked a question in regards to the rates. That's what I'm explaining to you. We don't have a fixed rate, so we can't say this is your rate, and this is what your rate is gonna be for the next 12 months. It's not a fixed rate; it's a variable rate.

Friedberg: So maybe you'll be charging me \$10 or a penny, or whatever.

Mekisha: And that's the point. It can change. I don't know if it will increase or decrease. If you're wanting to renew, we can definitely renew for the guaranteed savings plan, but you will still be on the variable plan and it will change each month. Unfortunately, at this time, Mr. Friedberg, there's no type of credit that I can issue to your account. The guaranteed savings will be going forth, but there's no way to back date that plan, sir.

Friedberg: Huh. So the best I can do is then, just, because you can't give me a straight answer, is that it's preferred that we cancel the plan, and I want it cancelled immediately.

Mekisha: I can definitely put the cancellation request in. Unfortunately, the time frame is one to two billing cycles. Nicor has to come out and actually do what's called a final meter read. So there's no way for us to cancel it immediately, because Ambit [inaudible].

Friedberg: You understand also that I will dispute the current charges, I will not be paying the current bill to you, but I will to Nicor, and I will file a complaint for the back charges that you owe me. And I will expect a check in the mail or your response before the judge.

Mekisha: I definitely understand that, sir. I will definitely get it notated on the account.

Friedberg: No problem, right?

Mekisha: At this point, if you're requesting ...

Friedberg: No problem. And I'm sure you won't have a problem with that. And you can't turn off my gas service.

Mekisha: No, sir, we can't terminate it. That actually had to go through Nicor.

Friedberg: Right.

Mekisha: So at this point, just to confirm, you are requesting for me to put a cancellation request in, is that correct?

Friedberg: No, it was cancelled two years ago.

Mekisha: You never cancelled your services. If you're wanting me to put that request in for you now, Mr. Friedberg, ...

Friedberg: I'm asking to please cancel my service as of the effective date of this letter, which is what you did.

Mekisha: Unfortunately, I can't back-date it, and like I said, it does have to go through Nicor, so I need confirmation, sir at this point ...

Friedberg: You cancelled my agreement on either February 25 or the January 10th of 13. I need it noted right now.

Mekisha: Well, we didn't cancel your agreement. You just did not renew it for the guaranteed savings plan ...

Friedberg: No, you self – you self-cancelled it. You self-cancelled it.

Mekisha: At this point, Mr. Friedberg, are you wanting me to put a request in to cancel the account or not, sir. I can put it in, and like I said ...

Friedberg: I'm telling you when it should be noted as the effective date.

Mekisha: Unfortunately, there's no way to back-date the plan, and there is no way to back date a cancellation. So at this point ...

Friedberg: No, it's not back-dated, you already have it in writing that it's cancelled as of that date.

Mekisha: It does [inaudible]. If you read that letter, it does not state that, and you have that letter dated January the 10th, 2013.

Friedberg: You did not renew the plan.

Mekisha: No, sir, you did not renew the plan. You did not call in, you did not [inaudible]

Friedberg: Not renewing the plan is the same as cancelling it.

Mekisha: No, sir, unfortunately, [inaudible].

Friedberg: Not renewing the plan is the same as cancelling it, ma'am. That's true. Okay? So it needs to be effective date – that's what it should be, and that's what I'm requesting.

Mekisha: I can definitely notate that for you ...

Friedberg: Thank you.

Mekisha: But that's not gonna be the effective date, Mr. Friedberg. So at this point, for clarification I would need a yes or no, are you wanting me to put a request in to cancel the account.

Friedberg: Yes.

Mekisha: May I just place you on a brief three to four minute hold so I can put that request in for you.

Friedberg: With the effective dates that I stated.

Mekisha: And like I stated, unfortunately, I cannot put that effective date, but I will note that's what you're wanting in the account, Mr. Friedberg.

Friedberg: You're telling me that you can't do it, or refusing to do it?

Mekisha: No, sir, I cannot do it. It's not that I'm refusing. That's not an option. We don't touch your meters. That is done through Nicor, sir. So unfortunately, when I put the request in, it's gonna send a request ...

Friedberg: I'm not asking to have my service, my gas service cancelled. I'm only cancelling Ambit.

Mekisha: That is correct. It's only going to put the request in to cancel Ambit, and it is going to switch you back to Nicor. But like I stated, there is no way to back-date that. It is one to two billing cycles for Nicor to complete the final meter read. So at this point, I would need your permission to place you on hold to put that request in so I can give

you that case number. Is it okay if I place you on a brief three to four minute hold, sir?

Friedberg: Yes.

Mekisha: Thank you for holding.

[on hold]

Mekisha: Thank you for bearing with me, Mr. Friedberg. My apologies for the wait. I just wanted to let you know that I am still with you. I'm getting that completed so I can provide you with a case number. May I just place you back on hold to have that completed, sir?

Friedberg: I just looked at the original agreement. There is no term. It's month-to-month with an open end.

Mekisha: The variable plan is actually month-to-month, but you do have to renew every 12 months, sir. And we sent out the renewal letter to you. You have the original renewal letter in hand.

Friedberg: It doesn't state that the original agreement is open-ended.

Mekisha: Unfortunately, I do apologize. The plan you have, you have to renew every 12 months, sir.

Friedberg: I'm only looking at the four corners of the page. If you have a change in terms, then you've breached the agreement.

Mekisha: You have the information there in hand. You also should have ...

Friedberg: You'll have lots of time – you'll have lots of time to go over this with your people, but the problem is that there is no cap on the original agreement on the four corners of the page.

Mekisha: Which is definitely understandable, sir. I understand what you're saying is not there, but you have the renewal letter as well as all the information that's been sent out ...

Friedberg: No, that comes later, and that's a breach of the original agreement. The original agreement is no – there is no 12 months. I'm looking at it.

Mekisha: Um, I'll actually see if I can get your original agreement pulled up on my end. I may or may not be able to pull it up ...

Friedberg: I have it in front of me, ma'am. [inaudible]

Mekisha: I'm just saying [inaudible] in order for me to review it I'll have to see if I can pull it up on my end. So at this point, if you'll bear with me I'll see if I can get that pulled,

and I'll get you your case number for the cancellation. May I just place you back on hold please, sir?

Friedberg: Uh huh.

Mekisha: Thank you for holding.

[on hold]

Mekisha: All right, thank you for bearing with me. I definitely apologize for the wait, Mr. Friedberg. Now I'm gonna have two case numbers for you. The first case number is going to be your cancellation request. That case number is going to be E as in Edward, C as in cat, 11082639.

Friedberg: Okay.

Mekisha: And like I said, the time frame is one to two billing cycles for Nicor to complete that request. The second case number is gonna be your guaranteed savings plan cost analysis report covering from February 26, 2012 to February 25, 2013 when the plan actually expired. I don't show that a savings letter went out to show if you saved or not, so I put the request in to have that sent out to you. And that case number is EC11082733. And then I will ...

Friedberg: That, that, that will be, that will reflect whether or not there's a savings?

Mekisha: That's from 2012 when you originally signed up on February 26 to when your plan expired on February 25, 2013. It doesn't show me on my end where I can actually pull that to see if you actually saved for the time that you were actually on the plan, so I am requesting that that be pulled and sent out to you.

Friedberg: That should also be done for the last two years.

Mekisha: Unfortunately, I can't do it for the last two years because you weren't on the plan, sir. You did not renew. Now I was able to go back ...

Friedberg: It would be helpful if you did it because then it'll, it'll help the case along.

Mekisha: I understand what you're requesting, but if you're not on the plan, we don't get the Nicor portion for those time frames, so that's not something that I have on my end to send out. That information ...

Friedberg: You don't have the – you don't know what Nicor charges at all. You have no concept. For the last two years.

Mekisha: No, sir, it only calculates – it only calculates when you're on the plan. We get the Nicor data from you. Unfortunately ...

Friedberg: No, but you don't have that information ...

Mekisha: No, sir ...

Friedberg: Readily available.

Mekisha: I don't have that information.

Friedberg: So Ambit doesn't have any idea what Nicor may have charged in the last two years.

Mekisha: We don't monitor that month-to-month, unfortunately. When you're on the plan itself ...

Friedberg: You don't use that for anybody?

Mekisha: No, sir, when you're on the plan itself ...

Friedberg: No, no, no, no. In other words, you have nobody that's on the plan with you in my region?

Mekisha: No, sir, I don't have anyone's information I would be able to pull.

Friedberg: No, that's not what I'm asking. Did you sell ...

Mekisha: I don't have it is what I'm saying.

Friedberg: Gas service to anybody in my area in the last two years, or am I the only person?

Mekisha: Unfortunately, because I don't have a way to pull it up by your area, I can't say for sure if someone else is on the plan or not.

Friedberg: Did you sell gas to anybody in the United States?

Mekisha: Most likely there is gas sold to someone in the United States, but it doesn't mean it's in your area.

Friedberg: Right. Right. And they might have, there might have been somebody in the Nicor area?

Mekisha: Unfortunately, there is the possibility there was someone in the Nicor area, it's just the information you're requesting, sir ....

Friedberg: So you probably might have that information.

Mekisha: I do not have. I do not have that information, sir.

Friedberg: I'm not saying you, but I'm sure Ambit does. Correct?

Mekisha: Unfortunately, there is no way for me to retrieve that data.

Friedberg: Okay. So we can get it from depositions.

Mekisha: So you can definitely reach out to Nicor as well as you can log on to your Nicor account and you should be able to pull that information as well ...

Friedberg: No, I'm just gonna do it through – I'll do it through, I'll do it through the normal system. In other words, we can just depose it from you.

Mekisha: Now, I was able to also pull your original term plan from 2012.

Friedberg: I know you're not really hearing me; you're just hearing yourself. But go ahead.

Mekisha: No, sir, I'm answering you're other question that you asked. So your original term plan was dated February the 2nd, 2012. On the second page in the third paragraph it says "Plans," and it advise you you're in a guaranteed savings plan natural gas. "The guaranteed savings plan natural gas rate will be set as a competitive, variable market with an annual savings of one percent or less than the incumbent utility published supply rate for the same 12-month period that you receive gas supplied from Ambit."

Friedberg: I'm looking at page two, you said?

Mekisha: Yes, sir.

Friedberg: You said on page two? Go ahead, read it to me again.

Mekisha: It's page two.

Friedberg: Yes.

Mekisha: The sec – the third paragraph where it says "Plans"?

Friedberg: No, it doesn't have that on my third page.

Mekisha: The second page.

Friedberg: Correct. Wait a minute.

Mekisha: You said third, so ...

Friedberg: No, it's fine. Page two, go ahead.

Mekisha: It says "the guaranteed savings plan" ...

Friedberg: Which paragraph?

Mekisha: It's the third one that says "Plans."

Friedberg: What is the first word in the paragraph?

Mekisha: It says "guaranteed savings plan."

Friedberg: No, that's not what I have.

Mekisha: What do you have, sir?

Friedberg: The first word in the third paragraph is "by." "By choosing Ambit Energy" comma, and it goes on.

Mekisha: I'm actually looking to see what you have. Do you have your welcome letter?

Friedberg: A welcome letter?

Mekisha: Yes, sir.

Friedberg: What's the date of it?

Mekisha: February 2, 2013.

Friedberg: The contract ...

Mekisha: I'm sorry, I said February 2nd – I said 13. It's 2012.

Friedberg: The contract is on February 1st.

Mekisha: You signed up on February the 1st. Your welcome letter and your contract was mailed February 2, 2012.

Friedberg: Okay, but the contract is February 1st.

Mekisha: But the welcome letter, you asked me what's the date, and it's February the 2nd, 2012.

Friedberg: Why would you – well that. So in other words, just so I understand. I signed up on February 1st, and then on the 2nd you changed the terms and conditions?

Mekisha: No, we didn't change anything. We mailed out your letter to you. You asked me what date the letter was mailed.

Friedberg: No. There is no term on my original agreement.

Mekisha: It advises you that you have to renew your original agreement. It says at the end of each ...

Friedberg: And where does it say that?

Mekisha: On the second page it says, "At the end of each 12-month period you must renew your guaranteed savings plan to continue to receive the one percent annual savings guarantee. You may renew on-line by logging on to your account management site at [www.ambitenergy.com](http://www.ambitenergy.com) ..."

Friedberg: So that's not on the original agreement.

Mekisha: That's the original agreement that was sent out to you, sir.

Friedberg: No, it's not. I have it in front of me. It's February 1st.

Mekisha: No, the original agreement was dated the second. What you have ...

Friedberg: I'm looking at it –

Mekisha: What you have from ...

Friedberg: The original agreement ...

Mekisha: I have a question for you, Mr. Friedberg.

Friedberg: Is dated. Go ahead.

Mekisha: What you have from the first, is that from the consultant? Did he give you paperwork?

Friedberg: Yes, he gave it to me in a fax. I'm sitting here looking at it.

Mekisha: Uh-huh. 'Cause I'm not sure exactly what the consultant sent to you, because they are independent consultants. But Ambit sent you your welcome letter, which would have given you your free three day ...

Friedberg: There's no term.

Mekisha: Two night stay ...

Friedberg: It's month-to-month, no term.

Mekisha: No, sir. It's the Terms of Service Agreement that was sent out to you.

Friedberg: That comes after. That's a breach of the original agreement.

Mekisha: This is not a breach, sir. This is the information that is sent to all of our customers.

Friedberg: Oh, it's very much a difference. If it's anything that's different than the original is a breach.

Mekisha: This is the information that is original documents that Ambit sent out to you, sir.

Friedberg: But that comes after the agreement.

Mekisha: This is all the information that's on your account, Mr. Friedberg.

Friedberg: I understand what you're saying is, you may have sent something, but that's different than the original.

Mekisha: No, we send the information once you – once you've signed up with Ambit, you have to complete what's called third-party verification, and your account has to start. When your account starts we send you what you agreed to, sir, with the welcome letter.

Friedberg: I agreed on 2/1, to what's on the page.

Mekisha: You agreed to the guaranteed savings plan and to renew it every 12 months, Mr. Friedberg.

Friedberg: You can, you can do whatever you want. I'm just saying is, if you change the original agreement. If you change anything other than what's on the four corners of the page, on 2/1, then it's a breach.

Mekisha: I definitely understand where you're coming from.

Friedberg: There's a breach, and that's fine, and I'm, I'm gonna – well, I just want you to understand it. That's what Illinois law is.

Mekisha: And I understand, sir. So at this point, did you have any other questions or concerns I can help you?

Friedberg: So we agree that it's a breach?

Mekisha: No, sir, nothing has been breached on our end. We sent you out ...

Friedberg: It's not a ...

Mekisha: Those documents ...

Friedberg: That information is not on the 2/1 letter that I have.

Mekisha: The information that was sent was your terms and conditions that you agreed to.

Friedberg: Do you have a copy of the 2/1, so that you know what I'm talking about?

Mekisha: No, sir, I don't have anything that Ambit sent to you on 2/1. So if you want to fax that over for review, I can [inaudible] ...

Friedberg: Well, if Mr. Segal is an agent of – Mr. Segal was acting as an agent of Ambit. Very definitely. So that's what he stated, and it's on your pre-printed stationery. That's what he sent to me.

Mekisha: And I understand, sir, so definitely if you want to take this further you definitely have those options ...

Friedberg: Ok, as long as you understand, it wasn't part of the original ...

Mekisha: But at this point [inaudible] it has a time frame that it has to be renewed. So at this point ...

Friedberg: [inaudible]

Mekisha: Do you have any further questions or concerns that I can address for you?

Friedberg: Anything else that you want to discuss that we can stipulate to? Going forward?

Mekisha: There's nothing else that I need to discuss with you, sir. You requested a cancellation. I've put that in for you. You asked for a credit. Unfortunately, I'm not able to do that for you. So at this point in time, I just wanted to make sure you didn't have any other questions or concerns I can help you with.

Friedberg: And you've got it down when the cancellation occurred, which is the date of the breach.

Mekisha: Unfortunately, the cancellation did not occur at that time

Friedberg: You understand that ...

Mekisha: [inaudible] advised that it is one to two billing cycles for the cancellations to process. You just requested that today, sir.

Friedberg: Ma'am, it's breached. The date the breached the agreement is the date the contract was cancelled.

Mekisha: Unfortunately, that contract was not cancelled.

Friedberg: And in fact, that's what it is. Anything else is just an opinion of yours, and it's not a fact.

Mekisha: Well, at this point did you have any other questions or concerns I can address for you?

Friedberg: Well, that's fine.

Mekisha: Well, I do want to thank you again for choosing ...

Friedberg: Anything else that you have a question of me?

Mekisha: No, sir. I definitely want to thank you for calling Ambit Energy today, and you have a great day, sir.

Friedberg: Thank you.

Mekisha: You're welcome. Good-bye.

[end of call]