STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission On Its Own Motion	)	
	)	Docket No. 17-0123
Investigation into a Non-RES Third-Party Warrant Process for Access to Customer Advanced Metering Infrastructure Interval Meter Data.	)	

VERIFIED RESPONSE COMMENTS ON BEHALF OF
THE ILLINOIS COMPETITIVE ENERGY ASSOCIATION

The Illinois Competitive Energy Association, pursuant to the Administrative Law Judge's ("ALJ") Ruling dated May 3, 2018 ("Ruling"), respectfully submits these Verified Response Comments in response to Supplemental Initial Comments filed on July 13, 2018. ICEA specifically responds to CUB/EDF, Elevate, Mission:data, Ameren, and ComEd. No party has adequately addressed or ameliorated the fatal legal shortcomings raised by the AG and ICEA in their respective motions to dismiss (collectively "Motions to Dismiss"),[1] by Ameren in response to the Motions to Dismiss, or ComEd in Supplemental Initial Comments. While CUB/EDF, Ameren, and Mission:data have proposed alternatives in Supplemental Initial Comments, none of these alternatives sufficiently address the fatal legal shortcomings raised by the AG or ICEA.

In light of the continued shortcomings of the proposals in the record, ICEA recommends that the Commission reconsider granting the Motions to Dismiss. In the alternative, ICEA recommends that the Commission enter an order finding that no proposal before it sufficiently meets the legal standard set out in ICC Docket No. 15-0073 for adopting a non-RES third party bulk warrant process.

[1] The AG's motion was styled: The People of the State of Illinois' Verified Motion to Dismiss Proposals for a Warrant Process for Unregulated Third Party Access to Meter Data; ICEA's motion was styled: Verified Motion to Dismiss or in the Alternative Strike on behalf of the Illinois Competitive Energy Association. Both were filed on October 11, 2017.

I.

BACKGROUND

The present docket is the latest in a long line of Commission proceedings to interpret the protections necessary for customer interval data. Starting with ICC Docket No. 13-0506, the Commission has provided increasingly granular interpretations of Sections 16-108.5 and 16-122 of the Public Utilities Act, which impose restrictions on the flow of customer usage data.

ICC Docket No. 13-0506 set out basic parameters: utilities were not allowed to provide customer interval data without consent. Furthermore, mere possession of a customer's account number was found to be insufficient to demonstrate customer authorization. In order for a RES to use a bulk warrant process for prospective or current customers, the RES had to take certain affirmative steps:

> . . . the Commission does not find that possession of an account number and/or a customer supply contract alone to be sufficient evidence of customer authorization to access highly detailed AMI-enabled data.

(ICC Docket No. 13-0506, Final Order dated January 28, 2014 at 27 (current RES customers); *see also id*. at 29 (similar minimum requirements for prospective RES customers).) Instead, the requesting party was required to provide authorization.

ICC Docket Nos. 14-0701 and 15-0073 dealt with issues of authorization. ICC Docket No. 14-0701 provided a framework for Retail Electric Suppliers ("RES") to secure authorization from the customer and prove authorization to the utility. (*See* ICC Docket No. 14-0701, Final Order dated April 1, 2015.) ICC Docket No. 15-0073 addressed authorization for non-RES (i.e. non-utility parties other than a Commission-certificated RES) to access data in two ways. First, it authorized standard language for Green Button Connect, where the customer provides authorization directly to the utility. (ICC Docket No. 15-0073, Final Order dated March 23, 2016 at 16.) Second, while declining to authorize a warrant system similar to what RES use, the

Commission set out its minimum requirements for an approvable bulk warrant system for non-RES. (*See id.* at 27-28.)

This docket was opened in response to two Commission orders. In addition to ICC Docket No. 15-0073—in which the Commission set out its minimum requirements for a non-RES bulk warrant system—this docket specifically grew out of a joint motion to dismiss of ICC Docket No. 14-0507. In addition to other strides and progress made in the docket, the parties decided to jointly dismiss for the purposes of opening a docket where specific proposals for a non-RES bulk warrant system could be debated.

As explained in its Motion to Dismiss or in the Alternative Strike, ICEA believes that the minimum requirements set out in the Commission's Final Order in ICC Docket No. 15-0073 should be addressed with regard to specific proposals, rather than in the abstract. Because the Commission has set out its expectations for a non-RES bulk warrant process, proponents are able to demonstrate how their preferred system would meet those expectations. Evaluating the specific proposals for meeting the Commission's minimum requirements is precisely what this docket should accomplish.

ICEA is not prejudging whether a party will put forward a proposal that meets the Commission's minimum standards. However, to date, proponents have had at least three attempts to recommend a non-RES third party bulk warrant process that meets the Commission's minimum standards. Neither of the initial proposals met the standard. While CUB/EDF updated its proposal, Ameren and Mission:data provided their own proposals for the first time. None of these new proposals meet the standard either.

II.

ARGUMENT

As an initial matter, although the Commission is well familiar with the standards it set out in ICC Docket No. 15-0073 it is worth reiterating the standard below. At minimum, the Commission's Order in 15-0073 required that the bulk warrant proposals address two following two requirements:

> The Commission finds that the warrant process, as described in this proceeding, does not require that the third party be an agent, and as noted by the AG, it does not even require the third party to present verifiable authorization. Without this portion of the statutory language being addressed, the Commission cannot give approval for the warrant process at this time.

(ICC Docket No. 15-0073, Final Order dated March 23, 2016 at 27-28 (internal citations omitted); *see also* ICEA Motion at 5 (quoting and analyzing same passage).) The Commission also directly addressed and rejected several parties' arguments that a non-RES bulk warrant process should be approved despite concerns because it is useful: "Although the Commission acknowledges that a warrant process would be more convenient for non-RES third parties, the AG and the utilities have identified significant concerns." (*Id.* at 27.)

A. The Commission Should Reject Irrelevant Or Inapposite Arguments

Several parties make irrelevant or inapposite arguments in support of their preferred proposals. The Commission should reject all such arguments.

CUB/EDF and Mission:data seek to compare non-RES access to data with RES access to data or RES customer enrollment using the bulk warrant process. (*See* Mission:data Supp. Initial Comments at 13; CUB/EDF Supp. Initial Comments at 16-17.) With respect, these comparisons are inapposite because the statute already provides explicit steps for the Commission or the customer to discipline a RES engaging in a bad act involving the bulk warrant process. For example: the Commission holds each RES's certificate of service; the Commission also has

explicit authority to fine the RES, suspend its certificate, or revoke its certificate for violations of the Public Utilities Act. (*See* 220 ILCS 5/16-115B(b).) In addition, failure of a RES to follow Section 2EE of the Consumer Fraud Act (governing switching electric suppliers) could lead to the Commission requiring the RES to refund a customer the difference between the RES rate and the utility default rate. (*See* 815 ILCS 505/2EE(d); *cf.* CUB/EDF Supp. Initial Comments at 16 (comparing RES enrollment process to CUB/EDF non-RES bulk warrant process).)

In contrast, the Commission at best could direct a utility to ban a non-RES third party from prospectively receiving interval data—although as Mission:data pointed out, there is at least one work-around that would allow the non-RES third party to evade a Commission ban. Because an ARES relies on formal utility systems, an ARES without a certificate of service cannot provide commodity service to customers. There is simply no comparison of available remedies.

Elevate and CUB/EDF—while using gentler language—argue that there is essentially no harm to a customer if a non-RES third party accesses the customer's interval data. (*See, e.g.*, Elevate Supp. Initial Comments at 2-3; CUB/EDF Supp. Initial Comments at 12.) Elevate goes as far to state: "A thorough discussion of remedies requires a statement of specific harm. Neither the AG nor ICEA have identified any potential harm other than a vague sense of unease caused by knowing that someone is aware of customers' energy use patterns." (Elevate Supp. Initial Comments at 2-3.) Respectfully, it appears to ICEA that the General Assembly and Commission see the potential harm in starkly different terms, otherwise:

- The General Assembly would not have enacted Section 16-122(a) as written;
- The Commission would not have interpreted Section 16-122(a) as it did in ICC Docket No. 15-0073; and
- The Commission would not have required authorization language for both RES (in ICC Docket No. 14-0701) and non-RES (in ICC Docket No. 15-0073) to prohibit sale of customer-specific interval data to third parties.

It appears that Elevate and CUB/EDF's primary problem is with the statutory scheme and the Commission's interpretation thereof. Neither party provides any reason for the Commission to reinterpret Section 16-122(a).

Mission:data argues that the Commission should not worry about Commission authority over non-RES third parties because California and Texas did not find that direct jurisdiction was necessary. (*See* Mission:data Supp. Initial Comments at 16-17.) Although ICEA at times has pointed to other jurisdictions, ICEA frequently cautions that simply imposing the approach of another jurisdiction on Illinois is fraught with danger. The primary reason: each jurisdiction has a unique statutory scheme, regulatory approach, stakeholders, and history. For instance, Mission:data did not provide any analysis of whether California or Texas had an equivalent to Section 16-122(a). Perhaps more important, Mission:data provided no reason for the Commission to depart from its own ruling in ICC Docket No. 15-0073, which imposed a higher standard than California or Texas appear to have done. ICEA believes that it is the prerogative of those states' legislatures (statutory scheme) and public utility commissions (interpretation of the scheme and policy determinations). However, the results in California and Texas would not be persuasive in a vacuum without more, and certainly are not persuasive enough to justify the Commission reversing its recent holdings in ICC Docket No. 15-0073.

B. The Initial CUB/EDF And Elevate Proposals Fail To Meet The Commission's Standards

The AG and ICEA addressed the deficiencies for the initial CUB/EDF and Elevate proposals at length in the Motions to Dismiss. While the Ruling did not address the merits of the AG and ICEA's motions, it *required* CUB/EDF and Elevate to "address the concerns raised in the Motions." (Ruling dated May 3, 2018.) The ruling continued: "[p]arties are encouraged to provide alternatives to their primary proposal in these comments." (*Id.*)

Both Elevate and CUB/EDF timely filed Supplemental Initial Comments that attempted to address "the concerns raised" by the AG and ICEA as directed. CUB/EDF provided an alternative proposal and appeared to abandon its initial proposal, while Elevate appeared to stand by its initial proposal.

Elevate largely appears to have supported its initial proposal with substantially similar (if not identical) arguments made in opposition to the AG and ICEA's Motions. The AG and ICEA both provided well-supported arguments that Elevate's initial proposal did not meet the Commission's standards. Because Elevate's proposal does not appear to have changed, ICEA continues to believe that the Commission should reject Elevate's proposal for the same reasons raised in the AG and ICEA's motions. Similarly, because CUB/EDF do not provide additional support for their *original* proposal, the Commission should reject that proposal for the reasons set out in the AG and ICEA's motions.[2]

In addition to the reasons presented by the AG and ICEA's motions, ComEd provided additional reasons for rejecting Elevate's proposal and CUB/EDF's original proposal in its Supplemental Initial Comments. ComEd argued:

> The current proposals provided by Elevate and CUB/EDF are not materially different from those discussed in Docket No. 15-0073 given the proposals still contemplate that customers will provide consent to release their personal information directly to non-RES third parties, without involving the utility. The Commission, however, has already found that this is the exclusive province of the utility as the steward of the customer's data.

(ComEd Supp. Initial Comments at 7 (footnotes omitted).) ICEA agrees with ComEd's analysis. ComEd—one of the utilities that CUB/EDF and Elevate would deputize to enforce safeguards in their respective proposals—also pushed back on the notion that utilities can or should enforce good behavior by non-RES third parties:

[2] CUB/EDF's new proposal raised in Supplemental Initial Comments is addressed in Section II.C *infra*.

> While it is true that the Commission may have the authority to order the utility to require non-RES third parties to post a bond or pay a penalty in the event of a breach, the Commission appreciates and has previously held that it is inappropriate to require the utilities to police non-RES third parties' compliance with Commission orders. Moreover, even assuming that the Commission elected to exercise stringent oversight over the utility and its agreement with any non-RES third party, the fact remains that there is no avenue for bringing the third party before the Commission to address any grievance directly. Thus, utilities would be left with assorted breach of contract claims which in no way assist the aggrieved customer or remedy the harmed relationship between the customer and the utility.

(*Id.* at 9 (internal footnotes omitted).) The AG and ICEA both raised similar concerns about deputizing utilities as enforcers against non-RES third parties, but these concerns are especially powerful coming from one of the entities that would hold enforcement responsibility.

C. The Updated CUB/EDF Proposal Does Not Meet The Commission Standards, And Even If It Did The Proposal Would Be Unworkable

CUB/EDF provided an updated proposal that attempts to address the issues raised by the Motions to Dismiss and Ameren response. CUB/EDF recommended that the Commission set up a program similar to the Illinois Power Agency's "Approved Vendor" approach for aspiring participants in the IPA's Adjustable Block program to allow authority over non-RES third parties. While ICEA appreciates the attempt to resolve the critical issue of Commission authority over non-RES third parties seeking interval data, the Approved Vendor model is inapplicable and unworkable in the context of non-RES third parties.

As an initial matter, it is necessary to supplement the background on the Approved Vendor approach provided by CUB/EDF. Additional legal and operational background is necessary. From a legal perspective: the IPA is statutorily required to administer the Adjustable Block program. (*See, e.g.*, 20 ILCS 3855/1-75(c)(1)(K).) The IPA argued—and the Commission agreed—that the its statutory authority to: "establish the terms, conditions, and program requirements" was sufficient to grant it authority to establish the Approved Vendor program. (*See* ICC Docket No.

17-0838, Final Order dated April 3, 2018 at 106-107.) The Commission held that this authority allowed the IPA to impose requirements beyond those explicitly in statute.

CUB/EDF's proposed approach lacks the same legal underpinnings of the IPA's Approved Vendor program. While ICEA believes the Commission has ample authority to dictate the terms on which a utility may or must release customer data, the Commission is not *directed* to "establish the terms, conditions, and program requirements" for release of interval data to non-RES third parties. In contrast, Section 16-122(a) and (b) specifically directs utilities to release customer-specific interval data to "the customer's agent" upon *customer* authorization or a RES providing "verifiable authorization." (220 ILCS 5/16-122(a)-(b).) The Commission has already held: "Notably, when discussing 'personal energy information,' the legislature specified that consumers have the right to consent to disclosure. There is no mention of agents acting on behalf of customers." (ICC Docket No. 15-0073, Final Order dated March 23, 2016 at 28.) In other words, the Commission already held there is no legal requirement to offer a bulk warrant process and thus no parallel authority for the Commission to establish terms and conditions.

Without addressing this legal issue first posed by the Commission in its Final Order in ICC Docket 15-0073, there is simply no parallel in statutory authority. CUB/EDF do not have additional proposals to address that legal issue in their joint Supplemental Initial Comments. Without sufficient Commission authority, the list of potential requirements set out by CUB/EDF is equally unenforceable as before CUB/EDF suggested the "Approved Vendor" model for non-RES third parties. (*See* CUB/EDF Supp. Initial Comments at 8-9.) It is particularly difficult to understand how the Commission would be able to enforce an order for a non-RES third party "destruction of all customer data received as an Approved Vendor" when it is not clear how the Commission has jurisdiction over the entity in the first place. (*Id.* at 9.)

From an operational perspective, the Approved Vendor is selling RECs to electric utilities on a long-term contract for which the Approved Vendor is paid on an accelerated basis. In other words, the Approved Vendor has an obligation to deliver RECs to the utility based on a standard, non-negotiable contract (which must be approved by the Commission—both in form and individual contracts). While the standard contract has yet to be finalized, pursuant to the Commission's Final Order in ICC Docket No. 17-0838, the standard contract will include substantial collateral and ongoing performance requirements. Once the standard contract is in place, the contract will govern the relationship between the Approved Vendor and the utility. The Approved Vendor program is arguably necessary for the IPA to: (1) impose pre-contractual requirements on Approved Vendors, and (2) potentially provide ongoing obligations independent of those in the standard contract.

However, even if CUB/EDF or another party addressed this issue, CUB/EDF's proposal stands the Approved Vendor model on its head leading to non-sensical and unworkable results. The non-RES third party is providing the utility with nothing of value—at least not directly through merely taking possession of interval data the way the utility directly benefits from taking possession of the RECs generated by an Approved Vendor's facility.[3] Collateral requirements imposed on Approved Vendors are designed to ensure delivery of the item of value (RECs) despite accelerated payments. (*See, e.g.*, ICC Docket No. 17-0838, Final Order dated April 3, 2018 at 128 ("The Commission agrees that because these contracts pre-pay RECs, a collateral requirement is the only way to ensure delivery of the RECs for the full term of the contract").) A collateral

[3] While the Motions to Dismiss argued and ICEA continues to believe that the potential usefulness of a bulk warrant process for non-RES is irrelevant to this proceeding, ICEA certainly agrees that RES or non-RES programs made possible by access to interval data could have great benefits to individual customers and to the entire system of a distribution utility.

requirement imposed on a non-RES third party would essentially act as a compliance bond, because the non-RES third party is not "performing" for the utility.

Without parallel authority and without the collateral requirement for a non-RES third party, CUB/EDF's updated proposal provides no new reasons for the Commission to approve it. The only difference between CUB/EDF's original proposal and the updated proposal is that the Commission may have a slightly less attenuated pathway to cutting off a non-RES third party's prospective access to data. The Motions to Dismiss fully addressed the problems with limiting relief against bad actors (or otherwise good actors who undertake bad actions) to cutting off access prospectively. ComEd also addresses the issue of enforceability of CUB/EDF's initial proposal, and ICEA both agrees with ComEd and believes it applies equally to CUB/EDF's updated proposal. (*See, e.g.*, ComEd Supp. Initial Comments at 8-13.)

For these reasons, the Commission should reject CUB/EDF's updated proposal.

D. Ameren's Proposal Does Not Meet The Commission's Standards

In response, to the Motions to Dismiss, Ameren was critical of the CUB/EDF and Elevate bulk warrant proposals, providing additional support to bases argued by the AG. In particular, Ameren characterized the CUB/EDF and Elevate proposals as essentially removing the customer from the authorization process—the exact opposite of what the Commission required in ICC Docket No. 15-0073. (*See, e.g.*, Ameren Response to Motions to Dismiss at 4.) ICEA agreed with this characterization. (*See* ICEA Reply in Support of Motion to Dismiss at 7-8.)

In Supplemental Initial Comments, Ameren proposes a bulk warrant process that Ameren argues reinserts the customer in the process. In short, the non-RES third party is required to provide customer-specific information "including but not limited to, account number, email address and last name" and the electric utility would reach out to the customer-supplied e-mail address for affirmative consent. (*See* Ameren Supp. Initial Comments at 5.)

While Ameren's approach certainly is an improvement over the CUB/EDF and Elevate proposals, ICEA is still concerned about a potential flaw. Specifically, Ameren states that verification would require the electric utility "review the warrant to ensure that it is complete and the email address matches what the utility has on File for the customer." (*Id.* at 5.) Although ICEA is unfamiliar with the utilities' current and historic customer enrollment procedures, ICEA was unaware that providing an e-mail address (or cell phone) is required of all customers. For customers who have not provided their e-mail to the utility, there is potential for fraud by a non-RES third party with the customer name and account number to provide a phony e-mail address. If the utility uses SMS and the customer had not provided a cell phone, the non-RES third party could provide a false cell number.[4] By the time the electric utility has figured out the fraud, the non-RES third party will have accessed substantial consumer data.

In addition, Ameren's proposal as written does not address how a non-RES third party will establish itself as an agent of the customer. A consumer consenting to a non-RES third party accessing its data—or even representing through an online click box that the non-RES third party is the customer's agent—is not sufficient to establish an agency relationship between the customer and the non-RES third party. While ICEA has an open mind, it is not clear how Ameren's proposal as written could force the non-RES third party to establish an agency relationship with the customer. Because the Commission has already held in ICC Docket No. 15-0073 that Section 16-122 *requires* the agency relationship, failure to establish the agency relationship is a fatal flaw.

[4] Of course, the non-RES third party could provide a real cell phone number and incorrectly indicate that the customer consents to text messages—ICEA understands that FCC guidance may allow a third party to convey consent of a residential cell phone to be contacted by an automated dialer (including via text message), but the caller may be liable if the third party did not actually obtain consent. (*See, e.g.*, GroupMe Declaratory Ruling, 29 FCC Rcd 3442 at *4, para. 11 (cited by FCC 15-72, Declaratory Ruling and Order dated June 18, 2015 at ¶ 49.) This could lead to potential TCPA lawsuits against electric utilities.

E. Mission:data's Proposal Does Not Meet The Commission Standards, And Mission:data Does Not Provide Sufficient Reason To Deviate From The Commission's Standards From Previous Dockets

As an initial matter, Mission:data characterized the purpose of the present docket as "to analyze warrant proposals that meet the statutory criteria and Commission rules and that benefit customers." (Mission:data Supp. Initial Comments at 5.) ICEA agrees—though as established in these Response Comments ICEA also believes that no warrant proposals in this docket have met the statutory criteria as interpreted in ICC Docket No. 15-0073.

ICEA noted Mission:data's allegation that a work-around allows non-RES access to customer data:[5]

> First, a customer creates an online account with their utility. Second, the customer, who wishes to use an energy management or demand response service provided by non-utility and non-RES providers, gives the third party its login credentials – the username and password. Third, the third party uses software that emulates a person logging in to the utility's website with the customer's credentials. This process is in widespread use by customers and third parties across the country today, including in Illinois.

(Mission:data Supp. Initial Comments at 3.) ICEA believes this allegation highlights one of the central problems with non-RES access to interval data through a warrant. If the work-around that Mission:data outlines is a violation of utility online account terms of service or the Public Utilities Act, it is not clear who could be disciplined and how. The most direct pathway—utility suspension of the customer's online account—would primarily hurt the customer. It would take what ICEA believes would be a rather novel legal theory of trespass (or similar tort) for the utility to pursue any legal redress against the offending non-RES third party. At minimum, ICEA is unaware of any statutory hook that would allow the Commission to enforce against the non-RES third party.

[5] Mission:data states that it does not endorse this work-around. (*See* Mission:data Supp. Initial Comments at 4.)

Because the Commission already held its authority over non-RES third parties who are not otherwise Commission regulated is "tenuous at best," any Commission mandates imposed on non-RES third parties are likely illusory. (ICC Docket No. 15-0073, Final Order dated March 23, 2016 at 28.) As long as the Commission lacks clear authority over non-RES third parties, nothing would prevent a non-RES third party described by Mission:data from freely selling customer data or otherwise acting inconsistently with the authorization language in ICC Docket No. 15-0073.

Turning to the substance of Mission:data's proposal, ICEA notes that unless utilities obtain and confirm e-mail addresses and cell phone numbers for every single customer account, using an e-mail or text message for confirmation could leave the potential for non-RES third party fraud. (*See* Section II.D *supra* (discussing similar issue with Ameren's proposal).) While that is a substantial issue, ICEA does note that Mission:data's proposal has a more protective approach to security than the initial proposals.

However, Mission:data's proposal falls short in at least two respects. First, Mission:data did not detail how the non-RES third party will establish an agency relationship with the customer or provide verifiable authorization *of that relationship*. As noted in Section II.D *supra*, simply because the customer tells the utility that the customer believes there is an agency relationship does not definitively establish that an agency relationship in fact exists. Such a relationship could only be established in agreements between the customer and the non-RES third party.

Second, Mission:data does not explain how any requirements of the authorization language (which is to be provided by the non-RES third party) or any other requirements will be enforceable. Instead, Mission:data argues that Illinois should adopt the approaches of California and Texas and simply accept the lack of Commission authority. For the reasons set out in Section II.A *supra*, that approach should be rejected.

III.

CONCLUSION

This docket is for considering specific proposals for bulk warrant processes. The reason the Commission is seeking specific proposals is to evaluate the proposal specifics against the minimum legal requirements the Commission set out in ICC Docket No. 15-0073. Proposals that clear the legal hurdles must also make policy and operational sense—while still maintaining their compliance with the statutory and regulatory framework. Elevate, CUB/EDF, Ameren, and Mission:data have all provided recommendations, but none of these recommendations meet the Commission's standards from ICC Docket No. 15-0073. As a result, all of these proposals must be rejected.

WHEREFORE ICEA respectfully requests that the Commission reconsider its decision not to dismiss this docket without prejudice or in the alternative strike the specific warrant process proposals and allow any party 60 days (or such other reasonable timeframe) to file new proposals, or reject the proposals in Initial Comments and Supplemental Initial Comments on the merits, and to grant any further relief as appropriate.

August 24, 2018

Illinois Competitive Energy Association

By: /s/ Michael R. Strong
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VERIFICATION

Kevin Wright, being first duly sworn, on oath deposes that he is President of the Illinois Competitive Energy Association, that the above Verified Response Comments on Behalf of the Illinois Competitive Energy Association was prepared by him or under his direction, he knows the contents thereof, and that the same is true and correct to the best of his knowledge, information, and belief.

Kevin Wright

Kevin Wright

Subscribed and sworn to me
This 24th day of August, 2018

Ann Burton

OFFICIAL SEAL
ANN BURTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04-23-2019

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

Illinois Commerce Commission	)	
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	)	Docket No. 17-0123
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Warrant Process for Access to Customer	)	
Advanced Metering Infrastructure Interval	)	
Meter Data.	)	

NOTICE OF FILING

Please take notice that on August 24, 2018, the undersigned, an attorney, caused the Verified Response Comments on Behalf of the Illinois Competitive Energy Association to be filed via eDocket with the Chief Clerk of the Illinois Commerce Commission in the above-captioned proceeding:

August 24, 2018

/s/ Michael R. Strong
Michael R. Strong

CERTIFICATE OF SERVICE

I, Michael R. Strong, an attorney, certify that copies of the foregoing document(s) were served upon the parties on the Illinois Commerce Commission's service list as reflected on eDocket via electronic delivery from 33 N. Dearborn St., Suite 1710, Chicago, IL 60602 on August 24, 2018.

/s/ Michael R. Strong
Michael R. Strong