

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Anne Potter,)
Got It Maid, Inc.,)
Robert Dillon,)
Robin Hawkins, individually and on)
 behalf of Robin’s Nest,)
Denise Yarborough,)
Raymond Simpson,)
for themselves individually and for)
all class members similarly situated,)

Plaintiffs,)

v.)

No. 20 cv 4675

Michael Madigan,)
Commonwealth Edison Company,)
Exelon Corporation,)
Anne Pramaggiore,)
Michael McClain,)
John Hooker,)
Fidel Marquez,)
Jay Doherty,)
Jay Doherty & Associates,)
Madigan Associate 1,)
Madigan Associate 2,)
Michael Zalewski, aka Madigan Assoc. 3,)
Madigan Associates 4-20)
Pass-Thru Companies 1-10, and)
Law Firm A.)

Jury Trial Demanded

Defendants.)

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COMPLAINT

NATURE OF THE CASE

1. From approximately 2011 until 2019, Illinois Speaker of the House Michael Madigan and Illinois utility Commonwealth Edison Company (“ComEd”) engaged – along with the other Defendants identified in this Complaint – in a pattern of racketeering and a racketeering conspiracy that involved extensive bribery of Madigan associates, honest services fraud, and mail and wire fraud.

2. Defendants’ racketeering was conducted through an association-in-fact enterprise that included numerous ComEd officials who arranged the bribes to be paid by ComEd, several individuals who hid and passed on the bribes, and several members of the enterprise selected by Madigan to receive the bribes, who in turn provided political and private benefits to Defendant Madigan.

3. In exchange for these bribes, Madigan repeatedly shepherded through the Illinois General Assembly the passage of legislation financially beneficial to ComEd, and its holding company Defendant Exelon Corp., and financially harmful to Plaintiffs and the proposed Plaintiff Class.

4. ComEd has already admitted that it directly or indirectly paid the bribes requested by Madigan for the express purpose of “influencing and rewarding” Madigan for supporting ComEd’s financial interests, that it and

other named Defendants engaged in the racketeering conspiracy and racketeering activity described in this Complaint, and that it profited as a result of the racketeering scheme *in excess of \$150 million*. See *United States v. Commonwealth Edison Company*, No. 20 CR 368, Dkt. 3, Statement of Facts incorporated into ComEd's Deferred Prosecution Agreement (N.D. Ill. July 17, 2020) (collectively, "DPA"), a copy of which is attached to this Complaint as Exhibit 1.

5. Plaintiffs, along with the class of plaintiffs they seek to represent, all received electricity delivery from ComEd and consequently were affected by Defendants' racketeering scheme. Under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), Plaintiffs seek the Court's approval of a "Plaintiff Class" of affected ComEd customers.

6. Plaintiffs bring this action under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1962(c) & (d) and 1964(c) ("RICO"), which seeks Defendants' return of in excess of \$150 million to the Plaintiff Class, an amount the Class was forced to wrongfully pay to ComEd for delivery of electricity. Plaintiffs and the Plaintiff Class also seek "threefold" damages, attorneys' fees, and costs under RICO.

7. Finally, Plaintiffs and the Plaintiff Class seek a preliminary and permanent injunction, enjoining:

- a. Defendant Madigan from participating in any legislative activity involving electricity matters affecting Defendants ComEd or Exelon, including but not limited to the currently pending Path to 100 Act (HB 2966/SB 1781) and Clean Energy Jobs Act (SB 2132/HB 3624).
- b. Defendant Madigan from acting as the Chairman of the Democrat Party of Illinois in order to prevent him from continuing to run the state party in a corrupt manner; and
- c. Defendant ComEd from continuing to charge Zero Emission Credits (“ZECs”) to subsidize the Quad Cities and Clinton Nuclear plants owned by Defendant Exelon Corp.’s subsidiary Exelon Generation.

JURISDICTION AND VENUE

8. This Court has federal subject matter jurisdiction over Plaintiffs’ claims under 28 U.S.C. § 1331 because the Court has subject matter jurisdiction over federal statutes.

9. The Court also has federal subject matter jurisdiction because 18 U.S.C. 1964(a) & (c) permit “[a]ny person injured in his [or her] business or property by reason of a violation of [RICO]” to sue in any appropriate United States district court.

10. This Court has jurisdiction to treat this case as a class action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d), providing for jurisdiction where “any member of a class of plaintiffs is a citizen of a State different from any defendant,” and “the aggregated amount in

controversy exceeds five million dollars (\$5,000,000), exclusive of interests and costs.” 28 U.S.C. §§ 1332(d)(2) and (6).

11. Venue is proper in this judicial district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred within this judicial district. Venue also is proper in this district under 18 U.S.C. § 1965(a) because one or more of the defendants resides, is found in, has an agent in, or transacts his or her affairs in this judicial district.

PARTIES

12. Plaintiff Anne Potter resides at 6145 Lincoln Avenue, Unit A, Morton Grove, Illinois. Potter was at all material times a ComEd customer for electricity delivery at this address.

13. Got It Maid, Inc. is an Illinois home cleaning service located at 1421 Old Deerfield Road, Highland Park, Illinois. At all material times, Got It Maid, Inc. was a ComEd electricity delivery customer at this address.

14. Robert Dillon resides at 760 Marion Avenue in Highland Park, Illinois. At all material times, Dillon was a ComEd customer for electricity delivery at this address.

15. Robin Hawkins resides at 4341 South Ellis Avenue, Chicago, Illinois. Robin’s Nest is a child daycare center licensed by the state of Illinois to provide childcare services at Hawkins’ residence 4341 South Ellis Avenue

in Chicago. At all material times Hawkins was a ComEd customer for electricity delivery at this address.

16. Denise Yarborough previously resided at 2501 West Monroe St., Chicago, Illinois, and from at least 2011 until April 2015 was a ComEd customer for electricity delivery at this address. In April 2015, Ms. Yarborough moved to and currently resides in Vicksburg, Mississippi. Ms. Yarborough is therefore a citizen of Mississippi.

17. Raymond Simpson previously resided at 4355 South Sawyer, Chicago, Illinois, and from at least 2011 until April 2015 was a ComEd customer for electricity delivery at this address. In April 2015, Mr. Simpson moved to and currently resides in Vicksburg, Mississippi. Mr. Simpson is therefore a citizen of Mississippi.

18. Each of the Plaintiffs identified bring this Complaint in his, her, or its individual capacity and also on behalf of all members of the proposed Plaintiff Class who are similarly situated.

19. Defendant Michael Madigan has served continuously in the Illinois House of Representatives from 1971 to the present, with the sole exception of 1973 and 1974. He has also served continuously as the Speaker of the Illinois House of Representatives from 1982 to the present, with the sole exception of 1995 and 1996. Defendant Madigan is a citizen of Illinois and an agent of the State of Illinois within the meaning of the honest services statute, 18 U.S.C.

§ 1346. Since 1998, Madigan has also served as the Chairman of the Democratic Party of Illinois. In ComEd's DPA, the United States and ComEd referred to Madigan as Public Official A. In this case, Plaintiffs sue Defendant Madigan in his official capacity for the purpose of injunctive relief only.

Plaintiffs sue Defendant Madigan in his personal capacity as the Chairman of the Democratic Party of Illinois, but do not sue Madigan in his personal capacity as Speaker of the Illinois House of Representatives.

20. Defendant ComEd is the largest utility company in Illinois, serving the northern third of Illinois. ComEd delivers electricity to approximately 70% of Illinois's population. Its headquarters and principal place of business are in Chicago, and it is therefore a citizen of Illinois.

21. Defendant Exelon Corporation ("Exelon") wholly owns ComEd. Its headquarters and principal place of business are also in Chicago, and it is therefore a citizen of Illinois.

22. Defendant Anne Pramaggiore was the President and Chief Executive Officer of ComEd from February 2012 to May 2018. From approximately June 1, 2018 to October 15, 2019, Defendant Pramaggiore served as a senior executive at Exelon Utilities, a wholly owned subsidiary of Exelon, where she continued to oversee operations of ComEd, as well as five other utilities owned by Exelon Utilities. In both positions, she reported directly to the CEO of Exelon. Previously, she served as a Senior Vice President of ComEd

from 2006 to February 2012. Among other board of director positions, Defendant Pramaggiore was the Chair of the Federal Reserve Bank of Chicago. She resigned this position on October 15, 2019 when she resigned from ComEd. Pramaggiore is a citizen of Illinois. In ComEd's DPA, it refers to Pramaggiore as CEO-1.

23. Defendant Michael McClain served in the Illinois House of Representatives for approximately ten years beginning in 1972. From approximately 1982 to 2019, Defendant McClain served as a lobbyist and/or consultant for ComEd. ComEd has admitted that Defendant McClain repeatedly made it known to ComEd that he had a close personal relationship with Defendant Madigan. McClain is a citizen of Illinois. In its DPA, ComEd refers to McClain as Individual A.

24. Defendant John Hooker served as ComEd's executive vice president of legislative and external affairs from approximately 2009 to 2012, and as an external lobbyist for ComEd from 2012 until September 2019. Defendant Hooker is a citizen of Illinois. In ComEd's DPA, it refers to Hooker as Senior Executive 1.

25. Defendant Fidel Marquez was a 39-year employee of ComEd, who served as ComEd's senior vice president for legislative and external affairs from approximately March 2012 until approximately September 2019. Marquez is an Illinois citizen. In ComEd's DPA, it refers to Marquez as Lobbyist 1.

26. Defendant Jay Doherty is and was the owner of Defendant Jay D. Doherty and Associates (hereafter, “Doherty’s Company”). From approximately 2011 through approximately 2019, ComEd hired Doherty’s Company to be a “business consultant.” The headquarters and principal place of businesses of Doherty’s Company are in Chicago, and it is therefore a citizen of Illinois. Doherty also is a citizen of Illinois. In ComEd’s DPA, it refers to Doherty as Consultant 1 and Doherty’s Company as Company 1.

27. Plaintiffs do not currently know the identity of Madigan Associate 1. Defendant ComEd and Defendant McClain have identified Madigan Associate 1 as one of Michael Madigan’s top three precinct captains. On information and belief, Madigan Associate 1 is a citizen of Illinois. In any event, Madigan Associate 1 is not a citizen of Mississippi. Plaintiffs reasonably anticipate that discovery in this case will disclose the identity of Madigan Associate 1.¹

28. Plaintiffs do not currently know the identity of Madigan Associate 2. On information and belief, Madigan Associate 2 is a citizen of Illinois. In any event, on information and belief, Madigan Associate 2 is not a citizen of Mississippi. Plaintiffs reasonably anticipate that discovery in this case will disclose the identity of Madigan Associate 2.

¹ Federal Rule of Civil Procedure 11(b)(3) specifically provides that as long as plaintiff identifies a fact for which it does not currently have available evidence, it may nevertheless make the factual assertion based on evidence that plaintiff reasonably anticipates obtaining after further investigation or discovery. Fed. R. Civ. P. 11(b)(3).

29. Defendant Michael R. Zalewski is the former Alderman of Chicago's 23rd Ward. Defendant Zalewski is a close political associate of Defendant Madigan. Defendant Zalewski also is the father of Michael J. Zalewski, an Illinois state representative who also is a close political associate of Defendant Madigan. Defendant Zalewski also is the father-in-law of Carrie Zalewski, who is the current Chair of the Illinois Commerce Commission, the Illinois state agency charged with regulating Illinois utilities (hereafter, "ICC"). It was Defendant Madigan who recommended Ms. Zalewski for that position in December 2018. *See* Dan Mihalopoulos (WBEZ), "Illinois Gov. JB Pritzker Hired 35 People From House Speaker Michael Madigan's Clout List," located at <https://www.wbez.org/stories/pritzker-madigan/809f86d3-4eff-413f-8c5c-cc3210a9ed9d> (June 11, 2020, updated June 15, 2020) (last viewed Aug. 9, 2020). Defendant Michael R. Zalewski is an Illinois citizen. In ComEd's DPA, it describes but does not identify Defendant Zalewski as Madigan Associate 3.

30. Plaintiffs do not currently know the number or identities of Madigan Associates 4-20. In its DPA, ComEd does not identify the number or identity of additional Madigan Associates to whom it paid bribes. Plaintiffs reasonably anticipate that discovery in this case will disclose the identity of Madigan Associates 4-20. For now, the term Madigan Associates 4-20 is a placeholder for additional defendants who participated in the racketeering activities of the association-in-fact enterprise described in detail below. On

information and belief, Madigan Associates 4-20 are Illinois citizens, but in any event, on information and belief, none are citizens of Mississippi.

31. Plaintiffs do not currently know the number or identities of Pass-Thru Companies 1-10. In ComEd's DPA, it does not identify either the number or identity of additional companies it used to pass bribes to Madigan Associates. Plaintiffs reasonably anticipate that discovery in this case will disclose the identity of the Pass-Thru Companies 1-10. For now, the term Pass-Thru Companies 1-10 is a placeholder for additional defendants who participated in the racketeering activities of the association-in-fact enterprise described in detail below. On information and belief, Pass-Thru Companies 1-10 are all Illinois citizens and (in any event) not citizens of Mississippi.

32. Plaintiffs do not currently know the identity of Law Firm A to whom ComEd awarded an additional contract only after it was pressured to do so by Defendants McClain and Madigan. Plaintiffs reasonably anticipate that discovery in this case will disclose the identity of Law Firm A. On information and belief, Law Firm A is an Illinois citizen and (in any event) not a citizen of Mississippi.

STATEMENT OF FACTS

A. Defendant ComEd's Admissions.

33. On July 17, 2020, in a criminal information, the United States charged ComEd with one count of bribery under 28 U.S.C. § 666. A federal

criminal information is similar to a federal indictment, but it is brought by the United States Attorney in the applicable district, and not by a grand jury.

34. On the same day, the United States filed in that criminal case a Deferred Prosecution Agreement that it had reached with Defendant ComEd. That Deferred Prosecution Agreement included a Statement of Facts (Attachment A to the agreement), in which ComEd admitted that through the acts of several ComEd executives, consultants, and lobbyists, it paid bribes to associates of Defendant Madigan in order to obtain valuable legislation from the Illinois General Assembly. ComEd has admitted and represented that all the statements in the Statement of Facts are “true and accurate.” *U.S. v. Commonwealth Edison*, No. 20 CR 368, Dkt. 3, Deferred Prosecution Agreement at ¶ 2 and Statement of Facts at A-1 (N.D. Ill July 17, 2020). ComEd has admitted each of the allegations set forth in paragraphs 33-92 of this Complaint. In this Complaint, Plaintiffs refer to the Deferred Prosecution Agreement and the Statement of Facts (Attachment A) collectively as “the DPA” or “ComEd’s DPA.”

35. ComEd understood that as Speaker of the House of Representatives, Defendant Madigan was able to exercise control over what measures were called for a vote in the House of Representatives and had substantial influence and control over fellow lawmakers concerning legislation, including legislation that affected ComEd.

36. From approximately 2011 through approximately 2019, in an effort to influence Defendant Madigan as Speaker of the Illinois House of Representatives and to reward his efforts to assist ComEd with respect to legislation financially beneficial to it, ComEd made monetary payments to individuals who performed political work for Defendant Madigan, and ComEd made such payments without a demand or expectation that the individuals perform work for the payments.

37. ComEd did in fact make and continued to make such payments to Madigan Associate 1, Madigan Associate 2, and Madigan Associate 3 (Michael R. Zalewski), notwithstanding that it was fully aware that these Madigan Associates performed “little or no” work in exchange for these payments.

38. The monetary payments were disguised to appear as payment for work on behalf of Defendant ComEd or work for Defendant Doherty’s Company on behalf of Defendant ComEd.

B. Defendant ComEd Created and Funded Ghost-Payroll Jobs for Madigan Associates 1 and 2, With Assistance from Defendant ComEd Lobbyist and Consultant Doherty.

39. In or about 2011, Defendants McClain and Hooker developed a plan on behalf of ComEd to direct money to two of Defendant Madigan’s subcontractors through Defendant Doherty’s Company.

40. From approximately 2011 to 2019, Defendants McClain and Hooker made or caused others to make payments to Madigan Associates 1 and 2 for which they did little or no work in exchange for the payments.

41. Defendant Doherty agreed in 2011 that Doherty's Company would identify Madigan's Associates 1 and 2 as subcontractors under the contract between ComEd and Doherty's Company and further agreed that ComEd's payments to Doherty's Company would be increased to cover payments to Madigan's two associates.

42. Between 2011 and 2019, Defendant Doherty executed written contracts and submitted invoices to ComEd that made it falsely appear that the payments made to Doherty's Company were all in return for Defendant Doherty's advice on "legislative issues," "legislative risk management activities," and other similar matters, when in fact ComEd covered the ghost payroll payments that Doherty's Company made to Madigan's Associates 1 and 2.

43. Madigan's Associates 1 and 2 did no work (or very little work) in exchange for the payments that Defendant ComEd made to Defendant Doherty's Company to be forwarded to Madigan's Associates 1 and 2. In addition, at no time did Defendant Doherty or Doherty's Company supervise any work performed by Madigan Associates 1 or 2.

44. ComEd specifically excluded from ComEd's vendor payment system the payments it made to Defendant Doherty's Company that were forwarded to Madigan Associates 1 and 2.

45. From the inception of the payments until they were discontinued in approximately 2019, certain of ComEd's senior executives and agents were aware of the payments made to Defendant Doherty's Company and were further aware that these payments were in fact intended for Madigan Associates 1 and 2.

C. Defendant ComEd Created and Funded Ghost-Payroll Jobs for Defendant Zalewski (Madigan Associate 3), With Assistance from Defendant Doherty.

46. In May 2018 Defendant McClain expressly approached Defendant ComEd CEO Pramaggiore on behalf of Defendant Madigan and asked Defendant Pramaggiore to have ComEd hire Defendant Zalewski, who was stepping down as 23rd Ward Alderman at that time.

47. In response to the request, and in coordination with Defendants Marquez and Doherty, Defendant ComEd CEO Pramaggiore agreed that ComEd would pay Defendant Zalewski approximately \$5,000 a month indirectly as a subcontractor through Defendant Doherty's Company.

48. At the time Defendant ComEd CEO Pramaggiore approved these payments to Defendant Zalewski (Madigan Associate 3), Defendant Pramaggiore was aware that ComEd was paying other associates of Defendant

Madigan indirectly as subcontractors through Doherty's Company (Madigan Associates 1 and 2). ComEd has further admitted that Defendant ComEd CEO Pramaggiore referred to these Madigan associates as "the roster."

49. As with Madigan Associates 1 and 2, ComEd specifically excluded from ComEd's vendor payment system the payments it made to Defendant Doherty's Company that were forwarded to Madigan Associate 3 Michael Zalewski.

50. In what appears to be a special request from Defendant Madigan, instead of Defendant ComEd or Defendant Doherty informing Defendant Zalewski that he would be receiving a ghost-payroll job and payments through Defendants ComEd and Doherty's Company, Defendant ComEd CEO Pramaggiore agreed that Defendant Madigan would be the one personally to inform Defendant Zalewski of the ghost-payroll arrangement to benefit Defendant Zalewski.

51. Most importantly, several ComEd senior executives and other agents of ComEd knew full well that the payments would be made to Defendant Zalewski without him having to perform any services for ComEd or the Doherty Company, that the sole purpose of these payments was to reward and influence Defendant Madigan in connection with Defendant Madigan's official duties as Speaker of the House, and to advance ComEd's business and financial interests.

D. The Payments ComEd Made to Madigan Associates 1, 2, and 3 Were Not the Only Ghost Payroll Payments It Made to Madigan Associates, and Doherty's Company Was Not the Only Pass-Thru Company that ComEd Used to Launder Bribes.

52. In addition to the bribes ComEd paid through the Doherty Company contract, it also paid additional bribes to Madigan associates through contracts with companies other than Doherty's, which, as noted above, Plaintiffs refer to as Pass-Thru Companies 1-10 until the actual number and names of the Pass-Thru Companies can be identified.

53. The bribes to Madigan Associates 5-20 through Pass-Thru Companies 1-10 were also intended to influence and reward Defendant Madigan in connection with the advancement and passage of legislation favorable to ComEd in the Illinois General Assembly.

54. Between approximately 2011 and 2019, ComEd made indirect payments to Madigan Associates in the total approximate amount of \$1,324,500, all for the purpose of influencing Defendant Madigan to support legislation favorable to ComEd. Some of these payments were laundered through Doherty's Company and others were laundered through Pass-Thru Companies 1-10.

55. Finally, ComEd executives designed these payment arrangements in part to conceal the size of payments made to Defendant Madigan's Associates and in part to assist ComEd in denying responsibility for employment oversight

of Defendant Madigan's Associates, who, as repeatedly noted above, performed little or no work for ComEd.

E. At Defendant McClain's Insistence, Defendant ComEd Continued An 850-Hour Per Year Contract with Defendant Law Firm A Notwithstanding That ComEd Did Not Have 850 Hours of Work for Law Firm A.

56. In or around 2011 ComEd agreed to retain Defendant Law Firm A, a law firm favored by Defendant Madigan, and to provide Defendant Law Firm A with a minimum of 850 hours of attorney work per year.

57. ComEd understood at the time it gave this contract to Defendant Law Firm A that the contract was important to Defendant Madigan, and ComEd further understood that the purpose of entering this contract with Law Firm A was to reward and influence Defendant Madigan in connection with his official duties, and more specifically, to act favorably and to cause others in the General Assembly to act favorably towards ComEd.

58. In 2016, ComEd's contract with Law Firm A was up for renewal and ComEd sought to reduce the 850 hours of legal work that ComEd had provided to Law Firm A from approximately 2011 to 2016.

59. In response to ComEd's efforts to reduce the hours of Defendant Law Firm A, an attorney associated with Defendant Law Firm A (hereafter, "Lawyer A") complained to Defendant McClain that ComEd was attempting to reduce the hours of legal work that ComEd would provide to Law Firm A.

60. On or about January 20, 2016, in response to the call from

Lawyer A, Defendant McClain wrote to Defendant ComEd CEO Pramaggiore:

“I am sure you know how valuable [Lawyer A] is to our Friend [Defendant Madigan].”

“I know the drill and so do you. If you do not get involve [sic] and resolve this issue of 850 hours for his law firm per year then he will go to our Friend [Defendant Madigan].”

“Our Friend [Defendant Madigan] will call me and then I will call you.”

“Is this a drill we must go through?”

Defendant ComEd CEO Pramaggiore replied in writing:

“Sorry. No one informed me. I am on this.”

61. Defendant ComEd CEO Pramaggiore then directed a ComEd employee to ensure that Defendant Law Firm A’s contract was renewed for the full 850 hours, and shortly thereafter, Defendant Law Firm A’s contract was indeed renewed for the full 850 hours. The ComEd employee who ensured that Law Firm A’s contract was renewed in this manner is the same ComEd employee who was assigned as the “project manager” to obtain legislative approval of the Future Energy Jobs Act (“FEJA”).

62. The additional legal work ComEd provided to Defendant Law Firm A was, in part, designed to reward and influence Defendant Madigan in connection with his official duties, including Speaker Madigan’s promotion and passage of

FEJA, which, as further detailed below, was legislation highly favorable to Defendants ComEd and Exelon.

F. Additional Evidence Exposing the Racketeering Scheme of Defendants Madigan, ComEd and the Rest of the Association In-Fact-Enterprise.

63. In addition to ComEd's extensive admissions in its DPA, the United States government has also collected extensive additional evidence establishing the racketeering scheme that benefitted ComEd in excess of \$150 million and harmed the Plaintiff Class in the same amount. Among the evidence supporting the scheme are the following conversations, which on information and belief, have been recorded by the United States Government:

a. On May 16, 2018, Defendant ComEd lobbyist McClain explained to Defendant ComEd employee Marquez that Defendant Doherty's Company was making indirect payments to Defendant Madigan's associates because of their value to Defendant Madigan's political operation. McClain identified Associate 1 as "one of the top three precinct captains" who also "trains people how to go door to door ... so just to give you an idea how important the guy is [to Defendant Madigan]."

b. On February 7, 2019, Defendant McClain advised Defendant Marquez how to present information within ComEd concerning the renewal of Doherty's Company's 2019 contract, telling Marquez, "I would say to you don't put anything in writing," explaining later in the conversation that all putting it

in writing can do is “hurt you.” Defendant McClain further advised that if any ComEd official asked Marquez why Doherty’s Company was being paid, Marquez should respond that the payments were going to former ward committeemen and former aldermen, that the payments to these individuals were a “favor,” and that it would be up to Defendant Doherty, not ComEd, to prove that these associates of Defendant Madigan actually performed work in exchange for the payments they received.

c. On February 11, 2019, Defendant McClain told Defendant ComEd lobbyist Hooker that if asked within ComEd about why the Doherty Company contract included significant indirect payments to Defendant Madigan’s associates, they should just state words to the effect of, “We had to hire these guys because Madigan came to us. It’s just that simple.” Defendant Hooker agreed with Defendant McClain’s statement and added, “It’s clean for all of us.”

d. On February 13, 2019, Defendant Doherty advised Defendant Marquez that Doherty’s Company had made Associates 1 and 2 “subcontractors” at the request of Defendant Hooker and that Defendant Zalewski was also currently being paid as a “subcontractor.” Defendant Doherty emphasized that he had been instructed not to tell anyone about these arrangements and that he had not done so.

e. On February 13, 2019, Defendant Doherty further explained that these payments were made “to keep [Defendant Madigan] happy, I think it’s

worth it, because you'd hear otherwise." Doherty also cautioned Marquez that ComEd should not tamper with the arrangement because "your money comes from Springfield." Defendant Doherty also stated to Defendant Marquez that he knew for a fact that Defendant Hooker had spoken to Defendant Madigan about Doherty "retaining" Madigan's associates and that he (Doherty) also had "every reason to believe" that Defendant McClain had also spoken to Madigan about Doherty "retaining" Madigan's associates. Defendant Doherty told Defendant Marquez that Defendant Madigan's associates "keep their mouth shut, and, you know, so. But, do they do anything for me on a day to day basis? No."

f. On March 5, 2019, Defendant McClain met with ComEd personnel for the express purpose of asserting that that the Doherty Company contract (and the indirect payments to Defendant Madigan's associates pursuant to the Doherty Company contract) should be continued for another year. Defendant McClain explained at the meeting that for decades Defendant Madigan had directed ComEd to hire certain individuals as employees, such as meter readers, as part of an "old-fashioned patronage system." A ComEd employee responded during the meeting that ComEd could use the fact of such hires as a "chip (sic)." Shortly after McClain made his presentation to the ComEd personnel, ComEd decided to renew the Doherty Company contract for another year.

g. On March 6, 2019, Defendant ComEd lobbyist Hooker explained to Defendant ComEd lobbyist McClain that "with the [Doherty] stuff, you got a

little leg up,” to which McClain agreed. Defendant Hooker later added, “I mean it’s uh, unmentioned, but you know, that which is understood need not be mentioned.” Defendant McClain responded, “Right. Exactly. Exactly.”

G. Michael Madigan’s Influence as Speaker of the House and Head of the Illinois Democratic Party

64. The legislative branch of the State of Illinois, known as the Illinois General Assembly, routinely considers and passes bills that have, and have had, a substantial impact on ComEd’s operations and profitability, including legislation that affects the regulatory process ComEd uses to determine the rates ComEd charges its customers for delivery of electricity. In order for legislation to become law, it must be passed by both houses of the Illinois General Assembly.

65. ComEd had a continuing interest in advancing legislation in the General Assembly favorable to the financial interests of ComEd and its holding company Defendant Exelon Corp.

66. Defendant ComEd understood that, as Speaker of the House of Representatives, Defendant Madigan was able to exercise control over what measures were called for a vote in the House of Representatives and had substantial influence and control over fellow lawmakers concerning legislation, including legislation that affected Defendants ComEd and Exelon.

67. Defendant ComEd engaged in the acts identified in this Complaint for the express purpose of influencing Defendant Madigan to help pass legislation favorable to ComEd and Exelon and reward him for the same.

H. In Exchange for the Bribes Paid to Madigan Associates, Madigan Caused the Illinois Legislature to Pass the Energy Infrastructure and Modernization Act (“EIMA”) and Override the Governor’s Veto of this Legislation.

68. In exchange for the bribes paid to Madigan Associates, Madigan caused legislation to be passed that was both requested and written by ComEd. For example, in 2011, at ComEd’s urging, the General Assembly passed the Energy Infrastructure and Modernization Act (“EIMA”). On information and belief, the EIMA legislation was drafted in whole or in substantial part by representatives of Defendants ComEd and/or Exelon.

69. EIMA provided for annual adjustments to ComEd’s charges for delivery of electricity based on a “formula rate process,” as opposed to traditional ratemaking proceedings before the Illinois Commerce Commission which had occurred for nearly one hundred years.

70. The formula rate process allowed ComEd to rely on annual adjustments of its rates for electricity delivery. It also allowed ComEd to avoid the traditional process of proposing a rate increase to the Illinois Commerce Commission, which would be followed by hearings comparable to judicial proceedings in which ComEd had to prove both the reasonableness and justness

of its proposed rates. It also allowed ComEd to avoid having to decide when to seek a rate increase. EIMA did away with all that, switching to a pre-approved formula that spits out automatic rates annually, subject solely to the ICC's *final approval* – but not its traditional ratemaking process.

71. As a result of EIMA's formula rate process, ComEd's charges for delivery of electricity have increased by approximately 35% since 2011.

72. Illinois Attorney General Lisa Madigan, whose office represented Illinois utility consumers at the Illinois Commerce Commission, strongly opposed EIMA, writing in the *Chicago Tribune*, "I believe this legislation is nothing more than a thinly veiled attempt by ComEd and Ameren to protect their revenues for the next decade at great expense to consumers." (L. Madigan, "An experiment too expensive for consumers: A smart risk – for ComEd," *Chicago Tribune*, June 21, 2011, a copy of which is attached as Exhibit 2. As Attorney General Lisa Madigan explained, EIMA would lead to a "large annual rate increase – about 9 percent a year." "The utilities cleverly crafted a law that poses no risk for them and guarantees them huge profits." *Id.*

73. Notwithstanding these numerous reasons to oppose the legislation, the Illinois House of Representatives passed EIMA on May 30, 2011. [SB 1652, as amended House Amendment 1,2 and 3] The Senate voted to pass the EIMA on August 26, 2011.

74. On September 12, 2011, however, Illinois Governor Patrick Quinn vetoed EIMA in its entirety, stating in pertinent part:

This bill grants unprecedented advantages to Illinois utilities

While customers suffer service interruptions and higher rates, these same utilities have been in Springfield advocating for a bill that erodes meaningful consumer protections. **These utilities have been trying to dramatically change the rules to guarantee annual rate increases, while eliminating accountability for, literally, leaving people in the dark.**

The bill before me strips away vital oversight and allows these utilities to benefit from unnecessary costs, higher corporate profits, and inherently flawed performance standards.

. . . Senate Bill 1652 would also establish a formula rate that allows vast profits for the electric utilities without effective performance metrics. Illinois ratepayers will be forced to pay billions in rate hikes, while receiving the same subpar service they have for many years. **I will not support a measure that contains sweetheart deals for big utilities,** which could leave struggling consumers to pick up the tab for costs such as lobbying fees and executive bonuses.

September 12, 2011 Veto Message of Illinois Governor Patrick Quinn (emphasis added), attached as Exhibit 3.

75. Numerous public interest organizations lauded the Governor's veto, expressing grave concern that the legislation smacked of being a financial play solely to benefit ComEd. For example, the AARP wrote:

The AARP applauds Governor Quinn's decision to veto this premature and bad public policy that has nothing to do with infrastructure development or service improvement and everything to do with higher profits for the utility companies.

AARP is adamantly opposed to the Illinois legislature's attempts to tip the legislative and regulatory balance in favor of the utility companies, allowing them to continue to dig deeper into consumers' pockets, and we are inviting our members and all Illinois consumers to join us in fighting against these unfair and unwarranted rate hikes.

76. On or about October 26, 2011, however, in an effort led by Defendant Madigan, both houses of the Illinois General Assembly voted to override the Governor's veto, and the Energy Infrastructure Modernization Act, 220 ILCS 5/16-107.5, 16-108.5, 16-108.6, 16-108.7 and 16-111.SB (hereafter, "EIMA"), became law. EIMA exacted an intolerable price for some technological upgrades because it effectively relegated the ICC to "rubber-stamping" ComEd's rates for delivery of electricity during "annual formula rate proceedings."

77. Not surprisingly, without meaningful ICC oversight, EIMA resulted in substantially higher rates that ComEd customers paid for delivery of electricity. Indeed, ComEd's authority to obtain formula rate adjustments still exists today even though ComEd has long completed the smart meter and smart grid investments set forth in EIMA. Under current law, ComEd's authorization to annually adjust its rates for delivery of electricity through the formula rate process does not expire until December 31, 2022. 220 ILCS 5/16-108.5(h). At that time, ComEd and the ICC will revert to traditional ratemaking unless this authorization is extended.

I. In Exchange for the Bribes Paid to Madigan Associates, Madigan Caused the Future Energy Jobs Act (“FEJA”) To Be Passed.

78. In addition to EIMA, Defendants ComEd and Exelon similarly urged Defendant Madigan to get the General Assembly to pass legislation in 2016. This time, Defendants ComEd, Exelon and Madigan aggressively pushed the Future Energy Jobs Act, 20 ILCS 3855/1-75 *et seq.* On information and belief, the FEJA legislation was drafted in whole or in substantial part by representatives of Defendants ComEd and/or Exelon.

79. The purported purposes of FEJA were many. Sometimes the General Assembly asserted that the purpose was “environmental” and at other times asserted its purpose was to “save jobs” and “preserve local tax revenue.” The primary purpose of FEJA, however, was to require Illinois consumers to provide massive subsidies to two nuclear plants known as Quad Cities and Clinton, both of which are owned by Exelon Corp. subsidiary Exelon Generation.

80. Pursuant to FEJA, ComEd (and another Illinois electricity company called Ameren Illinois Company) were required to collect a zero emission credit (“ZEC”) charge from all of their customers for delivery of electricity and pass these payments through to Quad Cities and Clinton. These ZEC charges began on June 1, 2017 and are required until June 1, 2027. They will provide Exelon Generation with a total of approximately \$2.3 billion over ten years.

81. These charges increase ComEd's charges for delivery of electricity by 4% on top of the ComEd rate increases for delivery of electricity pursuant to EIMA. This means that bills for delivery of electricity have now increased by approximately 40% as a result of the EIMA and FEJA legislation that ComEd admits Defendant Madigan shepherded through the legislature on its behalf.

82. As with EIMA, Attorney General Lisa Madigan – along with numerous public interest and business organizations – opposed FEJA. Referring to the proposed legislation, Attorney General Madigan was quoted in a May 27, 2016 *Chicago Tribune* article, stating that “this proposal would force consumers to pay more only to boost the companies’ profits further. . . . The legislature has more important matters to address than padding ComEd and Exelon’s profits.” See Kim Geiger, “*Exelon makes another plea for energy surtaxes*,” *Chicago Tribune* (May 27, 2016), a copy of which is attached as Exhibit 4.

83. Although the FEJA statute purported to grant ZECs to “qualifying energy-generating facilities,” the only two nuclear plants that qualified in Illinois were the Quad Cities and Clinton plants owned by Exelon Generation. As the district court acknowledged in the case of *Village of Old Mill Creek v. Star*, No. 17 CV 1163, 2017 WL 3008289 (N.D. Ill. July 14, 2017), *aff’d sub nom. Elec. Power Supply Ass’n v. Star*, 904 F.3d 518 (7th Cir. 2018):

[The] utilities that sell electricity to consumers [ComEd and Ameren Illinois] *must purchase ZECs* from these power plants. [T]hose utilities will pass the costs of ZECs onto their customers. The result is money in the coffers of Exelon from the sale of ZECs that will give it a benefit when pricing its energy in the wholesale market relative to competing energy producers that do not receive ZEC payments.

Id. at *1.

84. In *Village of Old Mill Creek*, plaintiffs argued that the State of Illinois did not have legal jurisdiction or authority to subsidize Exelon Generation's nuclear power plants because the federal government had exclusive jurisdiction over rates charged by those plants. The district court disagreed, however, dismissing plaintiffs' claims, and the Seventh Circuit affirmed. *Id.* Neither Court considered the substantive merits of the FEJA legislation or any evidence regarding bribery.

J. As Part of the Continuing Bribery Scheme Between ComEd and Madigan, ComEd Permitted Madigan to Hand-Select A Member of the ComEd Board of Directors.

85. Beginning in or around 2017, Defendant Madigan sought to have Juan Ochoa appointed to the ComEd Board of Directors. Defendant McClain communicated this request on Madigan's behalf to Defendant ComEd CEO Pramaggiore. In ComEd's DPA, it refers to Mr. Ochoa as Board Member 1.

86. ComEd has admitted that its initial reaction to Madigan's request was "internal company opposition." Defendant Pramaggiore therefore asked Defendant ComEd lobbyist McClain if Defendant Madigan would be satisfied if

she arranged for Ochoa to receive a part-time job that paid an equivalent amount of money to a board member position, namely, \$78,000 a year.

Defendant McClain responded to Defendant Pramaggiore that Defendant Madigan “would appreciate” if she would “keep pressing” for the appointment of Ochoa, and Pramaggiore agreed to do so.

87. In or around September 2018, Defendant Pramaggiore, who by this time had been promoted to an executive position with Exelon Utilities in which capacity Pramaggiore maintained oversight authority over ComEd, assured McClain that she was continuing to advocate for the appointment of Ochoa because “You [Defendant McClain] take good care of me and so does our friend [Defendant Madigan] and I will do the best that I can to, to take care of you.”

88. On April 3, 2019, ComEd filed with the Securities and Exchange Commission an Information Statement Pursuant to Section 14(c) of the Securities Exchange Act of 1934, commonly known as a “Section 14(c),” a copy of which is attached at Exhibit 5. Oddly, although Mr. Ochoa is not listed as among the ComEd Board members serving in a Board member capacity at that time, *see* Exhibit 5 at 5-6, he nevertheless is listed on page 40 of that same document as already having received \$53,692 “for [his] service as [a] Director[] of the Company in 2019 . . .”

89. Three weeks later, on April 25, 2019, Defendant Pramaggiore advised Defendant McClain by text message, “Just sent out Board approval to appoint [Juan Ochoa] to ComEd Board.”

90. The following day, April 26, 2019, ComEd filed another Section 14(c) with the SEC stating that Ochoa had served as a director of ComEd since April 2019. That notice also indicated, however, that Ochoa’s election to the Board would not occur until June 10, 2019.

91. Although ComEd asserts in the DPA that it and Exelon conducted due diligence on Ochoa and ultimately determined he was qualified for a Board position, ComEd also concedes that no one at ComEd or Exelon recruited Ochoa to serve as a director, nor did ComEd or any ComEd representative interview or vet any other outside candidate or candidates for the board seat that Mr. Ochoa took in April or June 2019.

92. ComEd has admitted in the DPA that it appointed Ochoa to the ComEd Board of Directors (a) at Madigan’s request, (b) over internal opposition to Ochoa’s appointment, and (c) with the specific intent to influence and reward Madigan in connection with his official duties as Speaker of the Illinois House of Representatives.

93. All ComEd payments identified in paragraphs 33-92 above were made with money ComEd procured directly or indirectly from ComEd customers.

CLASS ACTION ALLEGATIONS

94. Plaintiffs bring this action under Section 1332(d) of the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d) and Federal Rule of Civil Procedure 23. Plaintiffs bring this action for themselves individually and as representatives of a class of similarly situated plaintiffs, defined as:

All persons who paid ComEd money for ComEd delivery of electricity at rates that increased after ComEd procured the passage of EIMA and FEJA through fraud, bribery, and public corruption.

(hereafter, the “Plaintiff Class”).

95. Prosecution of this case by way of a class action is a superior method of resolving these claims, as the total loss to the Plaintiff Class (as Defendant ComEd has admitted) exceeds \$150 million, while the average amount at issue per plaintiff appears to be at or below approximately \$5,000.

96. The out-of-pocket and opportunity costs that it would take each member of the Plaintiff Class to individually challenge Defendants’ wrongful conduct are substantially greater than the cost even of the rate increases wrongfully imposed. Absent a class action, Class members would certainly find the cost of litigating their claims to be prohibitive, and they would therefore have no effective access to the courts or remedy at law.

97. According to ComEd’s website, the Plaintiff Class exceeds 3.8 million members. The Plaintiff Class is therefore so numerous that joining

them individually would be impracticable. Although the precise number of the Plaintiff Class is not known at this time, it can be readily ascertained by digital records generated and maintained in the ordinary course of business by Defendant ComEd.

98. The claims of the named Plaintiffs are typical of those of all members of the proposed Plaintiff Class in that they too paid increased electricity rates that were corruptly and wrongfully imposed at higher costs as a direct and proximate result of bribes paid to improperly influence Defendant Madigan's actions in the General Assembly and as a direct and proximate result of those actions in the General Assembly.

99. Numerous questions of law and fact are common to the Plaintiffs and the Plaintiff Class. The answers to these common questions are significant and will substantially advance the adjudication and resolution of this case. These common questions predominate over any questions that may affect only individual Class members. These common questions include:

- a. Whether Defendants engaged in public corruption and the exchange of bribes in connection with the enactment of EIMA and FEJA;
- b. Whether the public corruption and exchange of bribes will have a continuing effect on legislation that comes before the Illinois General Assembly affecting the price for the delivery of electricity;

c. Whether Defendants engaged in a fraudulent and/or deceptive scheme to deceive the Illinois General Assembly and the citizens of Illinois as to the true nature and purpose of EIMA and FEJA, and concealed the fact that the passage of EIMA and FEJA had been corruptly induced by bribes and a desire to generate excessive profits for a regulated company with monopoly control of the delivery of electricity in the northern third of Illinois;

d. Whether one or more Defendants used or caused to be used the United States mail to convey bribes to Madigan Associates 1-20, Doherty, Doherty's Company, Law Firm A, and perhaps others.

e. Whether one or more Defendants used or caused to be used a wire communication, as defined in 18 U.S.C. § 1343, to convey bribes to Madigan Associates 1-20, Doherty, Doherty's Company, Law Firm A, and perhaps others.

f. Whether one or more Defendants used or caused to be used the United States mail to convey Class Members electric bills that they knew were based on legislative enactments procured through public corruption and honest services fraud;

g. Whether one or more Defendants used or caused to be used a wire communication to convey to Class Members electric bills that they

knew were based on legislative enactments procured through public corruption and honest services fraud;

h. Whether Defendants engaged in a pattern and practice of disseminating materially false information, misrepresentations, omissions, and concealment regarding Defendants' support of EIMA and FEJA, including the false claim that EIMA and FEJA would not substantially increase Plaintiffs' electricity costs;

i. Whether Defendants' conduct injured Class members in their businesses or property within the meaning of the RICO statute;

j. Whether Defendants violated RICO and conspired with each other and others to violate RICO through conducting an association-in-fact enterprise;

k. Whether Defendants conducted their association-in-fact enterprise through a pattern of racketeering activity involving bribery of public officials, honest services fraud, and mail and wire fraud;

l. Whether the members of the Plaintiff Class are entitled to compensatory damages under RICO, and if so, the nature and extent of such damages;

m. Whether the members of the Plaintiff Class are entitled to treble damages provided in RICO's treble damages provision; and

n. Whether the members of the Plaintiff Class are entitled to injunctive relief under RICO, and if so, the nature and extent of such injunctive relief.

100. Plaintiffs, like all Class members, have been damaged by Defendants' misconduct, in that, among other things, they have suffered the consequences of paying rate increases procured through bribery, fraud, and public corruption. Plaintiffs' claims are typical of all members of the proposed Plaintiff Class.

101. The factual and legal bases of Defendants' misconduct are common to all members of the Class and represent a common thread of fraud, deceit, and other misconduct resulting in injury to Plaintiffs and the other members of the Plaintiff Class.

102. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

103. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation inasmuch as common questions of law and fact substantially predominate over any questions of law or fact unique to individual Class Members.

104. The named Plaintiffs and their counsel will fairly, fully, and adequately represent and protect the interests of all members of the Plaintiff Class. Plaintiffs and their counsel are committed to the vigorous

prosecution of this action on behalf of the Plaintiff Class and have the financial resources to do so. The named Plaintiffs are represented by trial counsel who are highly competent and extremely experienced in the areas of law relating to this Complaint. Counsel are prepared to fully and adequately prosecute this action on behalf of their individual clients and on behalf of all members of the Plaintiff Class, including working closely and cooperatively with other counsel who have filed actions on behalf of a purported plaintiff class of ComEd customers. Neither Plaintiffs nor their counsel have any interest adverse to the Plaintiff Class.

105. Plaintiffs anticipate that administration of this Class, however numerous, will proceed smoothly, aided by the fact that Defendant ComEd has maintained detailed and comprehensive electronic records identifying all Class Members and also aided by the fact that Defendant ComEd has already admitted – in a manner adverse to its penal interest – the vast majority of allegations necessary to maintain this class action on behalf of the Plaintiff Class.

LEGAL CLAIMS

COUNT I – VIOLATION OF RICO SECTION 1962(c)

106. Plaintiffs restate and incorporate into this Count all prior paragraphs of this Complaint.

107. Section 1962(c) makes it unlawful to “conduct or participate, directly or indirectly, in the conduct of an enterprise” and to “conduct such

enterprise's affairs through a pattern of racketeering activity." 18 U.S.C. § 1962(c). Here, Defendants have done so.

A. Defendants Engaged in An Association-In-Fact Enterprise.

108. Defendants conducted and participated, both directly and indirectly, in an association-in-fact enterprise (the "Enterprise").

109. Each Defendant conducted or participated in the Enterprise's affairs.

110. Each Defendant is separate from the Enterprise itself.

111. The Enterprise engaged in interstate commerce.

112. Each Defendant was associated in fact to the Enterprise. This association-in-fact Enterprise did not go by a specific name, but the parties to the Enterprise acted as a continuing and cohesive unit, and their association was separate and apart from the pattern of racketeering in which they engaged.

113. The primary objectives of the Enterprise were to:

(a) benefit Defendants ComEd and Exelon financially through the passage of beneficial legislation; and

(b) benefit other members of the Enterprise through the payment of bribes.

B. The Enterprise Conducted Its Affairs Through A Pattern of Racketeering Activity.

114. The Enterprise conducted its affairs through a pattern of racketeering activity.

115. The Enterprise's pattern of racketeering activity included violations of: (a) the United States bribery statute, 18 U.S.C. § 666; (b) the United States mail fraud statute, 18 U.S.C. § 1341; (c) the United States wire fraud statute, 18 U.S.C. § 1343; and (d) the United States honest services fraud statute, 18 U.S.C. § 1346.

116. Each such violation was an individual act of racketeering activity.

117. From 2011 to 2019, the State of Illinois received in any one-year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of federal assistance.

118. The citizens of Illinois, including those that were ComEd's electricity delivery customers, had a right to the intangible honest services of Defendant Michael Madigan.

119. The Enterprise that Defendants designed included a scheme or artifice to deprive those citizens, including ComEd's electricity delivery customers, of Madigan's honest services.

C. The Enterprise Committed Sufficient Predicate Acts of Racketeering to Be Liable to Plaintiffs and Plaintiff Class for Racketeering.

120. The Enterprise committed at least two predicate acts of racketeering activity within ten years of each other. In fact, however, as shown in detail in this Complaint, the racketeering activity extended far beyond two predicate acts of racketeering activity within a ten-year period.

121. Each predicate act of racketeering in which the Enterprise has previously engaged constituted, at that time, continuing criminal activity, and such racketeering predicates continue to pose a threat of continued criminal activity.

122. The bribes and wires and mailings that Defendants used to effectuate their Scheme were related to one another in that they had the same and/or similar purposes, results, participants, victims, methods of commission, and were otherwise interrelated by distinguishing characteristics and were not isolated events.

123. The Enterprise's bribes and wires and mailings had continuity in that the Enterprise engaged in related illegal bribes and wires (and perhaps mailings) for a period longer than two years.

124. Defendants also used the concealment of documents and other information to effectuate their racketeering activity. The concealments in which they engaged were related in that they had the same and/or similar

purposes, results, participants, victims, methods of commission, and were otherwise interrelated by distinguishing characteristics and were not isolated events.

125. The concealment of documents also had continuity (as that term is defined in the case law) in that the Enterprise engaged in a continuing pattern of concealment for a period longer than two years.

D. The Enterprise's Conduct Proximately Caused Plaintiffs' and the Plaintiff Class's Injuries.

126. The Enterprise's conduct proximately caused Plaintiffs' and the Plaintiffs' Class's injuries.

127. The Enterprise's bribery scheme proximately caused the passage of the legislation, and the passage of the legislation proximately caused the higher-electricity-rate injury that Plaintiffs and the Plaintiff Class have suffered.

128. Plaintiffs were victims of the Racketeering Enterprise's predicate acts in that they were injured in their property by reason of the Enterprise's pattern of racketeering activity. Their injuries would not have occurred but for the Defendants' pattern of racketeering activity, and their injuries were proximately caused by the illegal conduct of the Enterprise.

COUNT II – RICO VIOLATION OF SECTION 1962(d)

129. Plaintiffs restate and incorporate into this Count all prior paragraphs of this Complaint.

130. Section 1962(d) makes it unlawful to conspire to conduct and participate in an Enterprise that engages in a pattern of racketeering activity.

131. Defendants conspired to conduct and participate in the Enterprise that engaged in the pattern of racketeering activity set forth above.

In the past approximately nine years, Defendants conspired to and did in fact cooperate jointly and severally in the commission of two or more of the predicate racketeering acts in which the Enterprise engaged.

JURY DEMAND

132. Plaintiffs and the Plaintiff Class demand trial by jury on all issues triable to a jury.

WHEREFORE, Plaintiffs respectfully request a judgment in their favor and against all Defendants as follows:

A. an award of joint and several compensatory damages against all Defendants, with the exception of Michael Madigan because he is immune from these damages when acting in his official capacity, in an amount in excess of \$150 million;

B. an award of “threefold” damages in an additional amount in excess of \$300 million;

- C. a preliminary and permanent injunction, enjoining:
 - 1. Defendant Madigan from participating in any legislative activity involving electricity matters affecting Defendants ComEd or Exelon, including but not limited to the currently pending Path to 100 Act (HB 2966/SB 1781) and Clean Energy Jobs Act (SB 2132/HB 3624).
 - 2. Defendant Madigan from acting in his personal capacity as the Chairman of the Democrat Party of Illinois in order to prevent him from continuing to run the state party in a corrupt manner; and
 - 3. Defendant ComEd from continuing to charge ZEC charges to subsidize the Quad Cities and Clinton Nuclear plants owned by Defendant Exelon Corp.'s subsidiary Exelon Generation;
- D. an award of attorneys' fees pursuant to 18 U.S.C. § 1964(c);
- E. an award of costs under 18 U.S.C. § 1964(c) and 28 U.S.C. § 1920;
- F. pre-judgment interest as permitted by law;
- G. post-judgment interest as permitted by law; and
- H. any other relief that this Court deems just and proper.

Date: August 10, 2020

Respectfully submitted,

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Robert Dillon,
Robin Hawkins, individually and
on behalf of Robin's Nest,
Denise Yarborough, and
Raymond Simpson,

for themselves individually and for all class
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