

FILED
December 6, 2007
Data Center
Missouri Public
Service Commission

Norman Harrold,)
Complainant,)
V.)
Laclede Gas Company,) Case No. GC- 2007- 0311
Respondent.)

**NORMAN HARROLD'S COVER LETTER FOR MOTION TO FILE FIRST AMENDED
RETURN OUT OF TIME AND REQUEST OF DISCOVERY OF PHONE CONVERSATIONS**

December 6, 2007

**X - Attention: Benjamin H. Lane: Case #2007-0311 (911) PSC Regulatory Law Judge.
(Fax #: 1-573-526-6010)**

FROM:
Norman Harrold; Complainant.

(Page #1 of 4)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Norman Harrold,)	
Complainant,)	
V.)	
)	Case No. GC- 2007- 0311
Laclede Gas Company,)	
Respondent.)	

NORMAN HARROLD'S MOTION TO FILE FIRST AMENDED COMPLAINT OUT OF TIME
AND MOTION TO HAVE PSC STAFF ASSIST IN DISCOVERY EFFORTS FOR NOTED
AMENDED COMPLAINT BY OBTAINING A COPY OF LACLEDE'S PHONE RECORDS

COMES NOW Norman Harrold, who files this motion to allow the filing of his first amended complaint of this case out of time, and in support thereof, he states the following:

A HUGE BURDEN OF PROOF

1. In my amended complaint I shall attempt to document Laclede's irresponsible and deceptive practices and behavior, and its display of gross disrespect of, and nonconformance to, Missouri State administrative rules and regulations. Laclede's failure to provide critically required services required by regulation has created a gas-account-rebiling nightmare for my family.
2. In my amended complaint I shall seek to prove that Laclede illegally abandoned both its meter maintenance and meter reading duties. This led to years of irresponsibly illegal estimated billings and a resulting rebilling of 'indeterminable' gas-usage.
3. I shall prove that Laclede used inappropriate rebilling methods that illegally merged the gas usage of a 'catch-up' billing periods with a prior period of both dissimilar and legally 'debt-forgiven' usage. The result was an incorrect under-billed rebilling that should have been an over-billed rebilling.
4. I shall prove how Laclede misinterpreted a state regulatory term: "date of discovery". This allowed Laclede to over-bill Kenya's accounts by the 'stretching' of the rebilling period beyond the maximum estimated period length allowed by regulation.
5. With the preponderance of the evidence I shall prove that after 'manufacturing' and then rendering a negligently erroneous rebill, Laclede refused to investigate my family's challenge of the accuracy of the rebilling. Laclede employee agents illegally skipped past any such investigation and immediately began to punish my family with its collection efforts.
6. I shall prove that Laclede further violated regulation by not seeking debt resolution with the responsible account holder, Kenya Grimmer. Instead, Laclede's agents violated countless "Laws of Contracts" in its effort to make my wife and I (third parties) responsible for a bogus debt that resulted from an erroneous rebilling. The payment agreement that Laclede 'alleges' to have been formed was for many reasons legally void and unenforceable.

7. I shall prove that Laclede illegally used its "big stick" ability to disconnect gas service as a punitive measure to secure compliance to its erroneous billing practices, without offering good-faith consideration of my family's valid challenges to those practices.
8. I shall prove that the bullying-tactic of disconnect threats was only effective because Laclede agents illegally failed to inform my family of the option of filing an informal complaint with the PSC for the purpose of avoiding disconnection of service during our dispute. By misrepresenting the available options to avoid disconnection, Laclede agents inappropriately used its 'payment arrangement plan' as a 'carrot' to obtain a 'coerced under duress' contractual assent.
9. I shall prove that the 'coerced' payment-arrangement was breached by the failure of Laclede to provide a promised (and legally required) written copy of the arrangement to the residence of the account holder. Thus the terms that were to be listed on the copy were never in fact assented to.
10. I shall prove that one term of the undelivered arrangement was an 'initial payment date, and amount'. This date passed before the offeree received the written arrangement plan specifying this term. Laclede cancelled the agreement, within a week of its tentative/oral formation, due to Kenya's failure to make this initial payment.
11. I shall prove that the canceled payment arrangement was in fact unenforceable for a host of reasons from its inception. Just to mention a few: A) Laclede (offeror) provided misinformation of the possible options available to satisfy my wife's (offeree) purpose in forming the contract. B) Laclede offered the offeree an unenforceable option to make a non-assenting party (me) liable for the debt of another party (Kenya). C) Laclede provided no due consideration, nor determinable payment arrangement terms. Both of these are required to make agreements binding.

THE NIGHTMARE THAT NEVER ENDS

12. I apologize for listing the "burdens" that I must prove. Preparing this listing was exhausting to me. Please note however that this list is not exhaustive. "So much to prove, so little time to do it in". I provided the brief list as a hint of the time and energy I must expend to "prove" by facts, law, and legal reasoning each paragraph. You must conclude, as I have, that I need and deserve more time. I am thus requesting that the Commission allow me two additional weeks to prepare my amended complaint.

A just and proper amendment to my complaint is a burdensome task. It became more burdensome the day after the earlier scheduled hearing when Laclede again demonstrated its disregard for the law by illegally disconnecting the gas service at my primary residence for non payment of the bogus bill that laclede has illegally assigned to me.

Disputing this irresponsible and punishing disconnection caused an undue burden of needed time to be placed on my family. I called Laclede on the night of the disconnection and was instructed by 'Miss Clark' to call the customer service department the following day. My family spent the night in the cold.

As it is Laclede's business practice to record conversations and then erase them, I requested a copy of the conversation I had with 'Julie' the following day. My request was denied. I was assured however that a copy would be provided to the Commission upon request. This conversation will provide crucial information concerning the service that Laclede agents

provide to the public. I request that the Commission assist me in my discovery efforts by ordering the conversation retained and a copy delivered to all parties of the complaint.

My family has been receiving monthly disconnect notices for the disputed amount. My wife called monthly to question the validity of the notices. On each occasion she was instructed to ignore the notice. She became confident that she could ignore the notices and thus ignored one. Laclede then disconnected the service as scheduled. No one in the customer service department could explain to me why.

I asked for the number of the department that could answer my questions and was informed that the customer collection department was also the disconnect department. I was advised that they could not be reached because they were all out disconnecting customers. When I asked how my name could have been put on the disconnect list, I was told that "the computer did it". You must hear the conversation for yourself to believe it. The representative's adlibbing is both sad and funny yet true.

A copy of the conversation will clearly show the negligence of duty that is systematic in the customer service department. If possible, please inform the customer disservice agents to cease and desist their delivery of disconnect notices to my home of residence.

My case is the 311th case of the year. It has become my family's personal 911. The tower on Theodore went down last year to a disconnect attack. This year my tower at Debridge Way was hit. My home has become hostage. Our nightmare continues.

WHEREFORE, I pray that the commission provides my family some homeland security by ordering the delivery of a copy of the phone conversation with 'Miss Clark' (night shift) and 'Julie' (day shift), taped on or about November 7th or 8th. I also pray that the Commission orders Laclede to take corrective-actions to stop the threatening disconnect notices being delivered to my family each month.

Respectfully submitted,

/s/ Norman Harrold

Norman Harrold
Complainant
15638 Debridge Way
Florissant, Mo. 63034
(314) 830-9585
nvharrold@aol.com

Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing pleading was served on the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel, and Assistant General Counsel for Laclede Gas Company: Rick Zucker on this 6th day of December, 2007 by facsimile.



Attention: Benjamin H. Lane: Case #2007- 0311 (911) PSC Regulatory Law Judge.
(Fax #: 1-573-526-6010)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Norman Harrold,
Complainant,
V.
Laclede Gas Company,
Respondent.

)
)
)
) Case No. GC- 2007- 0311
)
)

NORMAN HARROLD'S MOTION TO FILE FIRST AMENDED COMPLAINT OUT OF TIME
AND MOTION TO HAVE PSC STAFF ASSIST IN DISCOVERY EFFORTS FOR NOTED
AMENDED COMPLAINT BY OBTAINING A COPY OF LACLEDE'S PHONE RECORDS



- IMPORTANT CONTACT INFORMATION**
- All your billing and customer service needs: 314-621-6960 or toll-free 1-800-887-4173
 - IN AN EMERGENCY OR TO REPORT A GAS ODOR: 314-342-0800
 - Send correspondence to Drawer 9, St. Louis, MO 63168
 - www.lacledegas.com

Account Number: 820554-002-6
Service Address: 15638 DEBRIDGE WAY

Disconnection Notice Detail	Amount
"Amount Due"	\$1030.03
Disconnection Amount	\$913.97
Disconnect date on or after	12-05-07



*****AUTO**SCH 5-DIGIT 63033
>01220 0004551 001 092049 LEC96HE
NORMAN Y HARROLD
15638 DEBRIDGE WAY
FLORISSANT,MO 63034



"FINAL" DISCONNECTION NOTICE

We have not yet received payment of the amount due shown on your most recent gas bill. To avoid disconnection, payment of at least the **DISCONNECTION AMOUNT** as shown above must be received immediately. Please pay using one of the following options:

- Pay from your bank account or by Visa, MasterCard or Discover credit card by calling ChoicePay toll-free at 1-877-839-2478. A convenience fee will be charged.
- Pay by cash, check or money order at a participating Schnucks or Dierbergs Market. A convenience fee will be charged.
- Bring a check or money order to the Bill Payment Depository located in the lobby of the Laclede Gas Building at 720 Olive Street in downtown St. Louis from 6:30 a.m. to 10:30 p.m., seven days a week.

Please provide your account number when making all payments. If you are unable to pay the disconnection amount, please call us at 314-621-6960 to determine if a payment arrangement can be made.

Please Note: When service is restored following disconnection, payment of a reconnection fee and a deposit may be required.