

1 STATE OF MISSOURI
2 PUBLIC SERVICE COMMISSION
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6 TRANSCRIPT OF PROCEEDINGS
7 Evidentiary Hearing
8 August 22, 2008
9 Jefferson City, Missouri
Volume 3

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12 Beverly A. Johnson,)
Complainant,)
13)
14 V.) Case No. GC-2008-0295
Missouri Gas Energy,)
15)
16 Respondent.)

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HAROLD STEARLEY, Presiding,
19 REGULATORY LAW JUDGE

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CONNIE MURRAY,
COMMISSIONER.

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1 P R O C E E D I N G S

2 JUDGE STEARLEY: All right. Let's bring
3 this hearing to order. Good morning. Today is Friday,
4 August 22nd, 2008. We are here for an evidentiary hearing
5 in Case No. GC-2008-0295, Beverly A. Johnson vs. Missouri
6 Gas Energy. My name is Harold Stearley, and I'm the
7 Regulatory Law Judge presiding over this matter. Our
8 court reporter this morning is Kellene Feddersen.

9 And we will begin by taking entries of
10 appearance, starting with the Staff of the Missouri Public
11 Service Commission.

12 MR. THOMPSON: Thank you, your Honor.
13 Kevin Thompson for the Staff of the Missouri Public
14 Service Commission, Post Office Box 360, Jefferson City,
15 Missouri 65102.

16 JUDGE STEARLEY: Thank you, Mr. Thompson.
17 For Missouri Gas Energy?

18 MR. COOPER: Thank you, your Honor.
19 Dean L. Cooper from the law firm of Brydon, Swearngen &
20 England, P.C., P.O. Box 456, Jefferson City, Missouri
21 65102, appearing on behalf of Missouri Gas Energy, a
22 division of Southern Union Company. Also on the telephone
23 from Missouri Gas Energy are Ms. Shirley Bolden, Mr. Todd
24 Jacobs and Mr. Mike Noack.

25 JUDGE STEARLEY: Thank you, Mr. Cooper.

1 The Office of the Public Counsel? Looks as though their
2 table is empty today. We'll let the record reflect that
3 no one is present for the Office of the Public Counsel.

4 Ms. Johnson, if you'd please enter your
5 appearance for the Commission.

6 MS. JOHNSON: Beverly Johnson.

7 JUDGE STEARLEY: Thank you, Ms. Johnson.

8 Before we get started, I have to do my usual warnings. If
9 everyone would please shut off all their cell phones,
10 Blackberrys, any other electronic devices that might
11 interfere with our webcasting or recording, that would be
12 greatly appreciated.

13 And Ms. Johnson, I wanted to ask you before
14 we get started, Missouri Gas Energy filed a pleading with
15 the Commission outlining who their witnesses were going to
16 be prior to the start of the hearing. They filed this
17 last week on -- over a week, on the 12th, and in that
18 pleading they made an offer to the Commission saying that
19 they would consent to an Order that would decrease the
20 outstanding balance they show on your account of being
21 \$957.74, they would decrease that by \$437.68, so that the
22 outstanding balance would be \$520.06.

23 And I'm not sure if you received a copy of
24 that pleading. You should have. But before we start the
25 hearing, I wanted to see if you had had an opportunity to

1 consider that offer.

2 MS. JOHNSON: No. I just want to clean the
3 slate. I'm tired of this. Winter's coming. I'm in the
4 bed now ill. I'm under a doctor's care right now. And
5 all I want to do is get this over with today. They raised
6 before something that they say I owe so I can start to get
7 my gas turned on. Winter's coming, and like I said, I
8 have submitted information to these people here. I just
9 want to get this behind me. That's all I have to say.
10 Just clean the bill, clean the slate.

11 JUDGE STEARLEY: All right. Very well. We
12 will go ahead and proceed with the hearing. My
13 understanding for our witness list today, besides you
14 testifying, Ms. Johnson, MGE will be presenting
15 Ms. Shirley Bolden. Staff will be presenting Marilyn
16 Doerhoff, if I've got my witness list correct.

17 Okay. Are there any other matters we need
18 to take up at this time before we get started?

19 (No response.)

20 JUDGE STEARLEY: Hearing none, we shall
21 begin the evidentiary hearing. We'll start by taking
22 opening statements, and Ms. Johnson, we'll begin with you.
23 You're going to have an opportunity to give your full
24 testimony here in just a moment. Opening statements are
25 an opportunity for you just to kind of briefly describe

1 what your case is about before you give us the details.

2 So you may proceed if you have an opening
3 statement, or if you wish, you can wait and tell us your
4 entire story when you give your testimony.

5 MS. JOHNSON: Is that toward me?

6 JUDGE STEARLEY: Yes, ma'am.

7 MS. JOHNSON: Oh, I just said, I just want
8 the -- remove the bill so I can have my gas on before the
9 winter months come. I'm in the bed under doctor's care
10 right now. I just want the bill written off and let me
11 start over, because winter months are coming and I can get
12 my gas turned on and I can be warm this winter. That's
13 all I have to say right now. Thank you.

14 JUDGE STEARLEY: Thank you, Ms. Johnson.
15 Opening statement by Staff?

16 MR. THOMPSON: Thank you, your Honor. May
17 it please the Commission?

18 Staff's position is that the evidence will
19 show that Ms. Johnson formerly resided at 4200 East 56th
20 Street in Kansas City, Missouri; that there is an
21 outstanding balance in her name of \$957.74, which was
22 accrued as of May 23rd, 2001, at which time that gas was
23 turned off by the company for nonpayment. And it is also
24 the position of the Staff as a matter of law that that
25 debt is time barred pursuant to Section 516.120.1 of the

1 Revised Statutes of Missouri and that, therefore, the
2 Commission's decision in this matter must be for
3 Ms. Johnson. Thank you.

4 JUDGE STEARLEY: Thank you, Mr. Thompson.
5 Opening statement by Missouri Gas Energy, Mr. Cooper?

6 MR. COOPER: Good morning. Ms. Johnson has
7 an outstanding balance in the amount of, as Mr. Thompson
8 said, \$957.74 associated with natural gas service provided
9 at 4200 East 56th Street in Kansas City, Missouri. The
10 outstanding balance remains unpaid. Ms. Johnson has
11 sought to initiate service in her name at a different
12 address, which brings us here today.

13 MGE's tariff and Commission rules state
14 that MGE may refuse to provide service where there's a
15 failure to pay a delinquent charge. MGE has asked
16 Ms. Johnson to pay 50 percent of the outstanding debt
17 before MGE will initiate service at the new address.
18 During periods covered by the Cold Weather Rule, MGE has
19 asked Ms. Johnson to pay \$154.36 to initiate service.

20 Ms. Johnson admits to having lived at
21 4200 East 56th Street through February 14th of 2001.
22 Working from this date, the Staff's report, in spite of
23 its opening statement this morning, had recommended in
24 part that MGE remove \$437.68 from the final account
25 balance, leaving a balance of \$520.06 that Ms. Johnson

1 would be required to pay to have gas service initiated at
2 her new address.

3 MGE further has suggested to Ms. Johnson an
4 outcome consistent with that Staff recommendation as a
5 resolution to this matter. However, Ms. Johnson continues
6 to ask that the Commission direct MGE to initiate service
7 in her name with a zero balance.

8 MGE has operated within the requirements of
9 its tariff and Commission rule in refusing natural gas
10 service to Ms. Johnson. MGE asks that the Commission find
11 in its favor in regard to Ms. Johnson's complaint.

12 In response to Mr. Thompson's statement
13 about the statute of limitations, that is an argument that
14 has come up this morning for the first time. I have not
15 looked at the particular section. I assume that it is
16 perhaps the five year statute of limitations. Is that
17 correct?

18 MR. THOMPSON: That is correct.

19 MR. COOPER: As an initial matter, we would
20 not agree that the five year statute of limitations is
21 applicable to this matter at all. However, beyond that, I
22 think that the statute of limitations in terms of whether
23 MGE could sue Ms. Johnson for recovery of the dollars is
24 different from the question as to whether they can refuse
25 future service to Ms. Johnson.

1 And so our argument, as I say, would be
2 essentially twofold in that regard: First, that that
3 statute of limitations does not even apply to this matter;
4 second, even if it did, it does not prohibit MGE from
5 refusing service to Ms. Johnson under its tariffs and
6 under the Commission rules.

7 Thank you, your Honor.

8 JUDGE STEARLEY: Thank you, Mr. Cooper.
9 Ms. Johnson?

10 MS. JOHNSON: Yes, sir.

11 JUDGE STEARLEY: This is the time in the
12 hearing where we're going to have you testify and offer
13 any evidence you would like to offer in, and before we do
14 that, I'm going to swear you in. So although I can't see
15 you sitting here in our hearing room, I'm going to ask you
16 to raise your right hand.

17 (Witness sworn.)

18 MS. JOHNSON: Yes, sir.

19 JUDGE STEARLEY: All right. You may
20 proceed and offer any testimony and evidence you would
21 like to have into this record.

22 BEVERLY JOHNSON testified as follows:

23 MS. JOHNSON: Okay. Like I said, I have
24 asthma. I've been in an attack, in bed all week, asthma,
25 allergies, under a doctor's care. I have fought with this

1 long enough. It's tearing my -- I just want it erased. I
2 want the balance erased. I cannot get assistance even if
3 it does come back on because I have no gas bill in my name
4 right now. There is no shutoff notice. I just want it
5 erased from the bill. In two months, less than two months
6 it will be getting cold. I've got to endure another cold
7 winter.

8 All I ask, please erase the bill, put the
9 gas in my name over here where I'm living so I can have
10 gas for this winter so I won't go back into pneumonia like
11 I did last year. All I'm asking, erase the bill, send me
12 a bill in my name, clear the slate, let me start over.
13 That's all I ask. That's all I have to say right now.

14 JUDGE STEARLEY: Ms. Johnson, I believe
15 around the 6th of August, and actually there's a cover
16 letter on this dated May 23rd, you mailed a copy of a
17 statement from West Central Missouri Community Action
18 Agency to the Commission.

19 MS. JOHNSON: Yes, I did.

20 JUDGE STEARLEY: Did you remember that?

21 MS. JOHNSON: Yes, I do.

22 JUDGE STEARLEY: Would you like to offer
23 that into evidence?

24 MS. JOHNSON: Yes, I would.

25 JUDGE STEARLEY: Okay. And would you

1 please explain to the Commission what this evidence is
2 supposed to show us?

3 MS. JOHNSON: This evidence is showing you
4 guys that as long as I'm living in this building, still do
5 not have gas in my name, I have to -- the company is
6 paying \$20 per month as long as that meter is outside this
7 building. I either have to get the gas in my name or I
8 have to be removed from the premises. I'm 65 year -- 64
9 going on 65 year old, disabled. I was disabled in 1985,
10 stroke. I am a sickly lady. Been sickly all my life.
11 Like I said, I'm ill now.

12 I have to have proof that I have to have my
13 name with the gas bill in this unit or I will have to pack
14 up and move and go somewhere else. I have endured enough
15 already. Been set out of my home of 33 years and
16 homeless. All I'm asking, when they submit me these
17 letters, these bills, I have some came in each month, \$20
18 bill to this company, and I have to have the gas bill on
19 or either I will be evicted out of the building and
20 nowhere else to go. That's all I have to say.

21 JUDGE STEARLEY: Ms. Johnson, just so I
22 understand this correctly, are you saying this is a bill
23 that someone else is paying for you right now?

24 MS. JOHNSON: The gas company is sending me
25 the bill that's coming to the Action Center from Kansas

1 City Gas Company. They send it to them each month, \$20.
2 The action company is paying it until I can get this
3 solved. I took the papers to the office. I've talked
4 with the people. They said, Ms. Johnson, get this taken
5 care of as soon as possible because we're paying the bill
6 until we can get this taken care of, 'til I can get this
7 taken care of.

8 So that's what I'm asking, at the mercy of
9 the court, to release the old debt, have the gas in my
10 name and let this get behind me.

11 JUDGE STEARLEY: All right. So is the
12 Community Action Agency, are they paying on your old bill?

13 MS. JOHNSON: They're not paying on my old
14 bill at all. I have no gas on in this building at all.

15 JUDGE STEARLEY: You have no gas in this
16 building?

17 MS. JOHNSON: I have no gas in my
18 apartment. I've been here since November the 3rd. I came
19 in with no gas. I went all winter with no gas.

20 JUDGE STEARLEY: I'm just trying to
21 understand --

22 MS. JOHNSON: I have no gas, sir. I have
23 no gas.

24 JUDGE STEARLEY: -- what they are paying
25 here.

1 MS. JOHNSON: I submit that to you because
2 they submitted to me that that would have to be paid.
3 They're paying gas because of that meter out there, but
4 they want to put it in my name. They cannot do it unless
5 I have gas on.

6 JUDGE STEARLEY: Are they paying for gas
7 that you're receiving?

8 MS. JOHNSON: I don't have no gas. They
9 said because of the meter being outside the apartment
10 unit, it is \$20 for that meter to be outside. I don't
11 have gas. I don't even use -- I don't have gas.

12 JUDGE STEARLEY: Okay.

13 MS. JOHNSON: I have no gas running through
14 my lines right here in my building that I'm living in.

15 JUDGE STEARLEY: So if I understand this,
16 they're paying -- the Community Action Agency is paying a
17 bill --

18 MS. JOHNSON: They're paying the bill
19 because --

20 JUDGE STEARLEY: -- to Missouri Gas Energy
21 for there being a meter located on your building?

22 MS. JOHNSON: Yes, they are.

23 JUDGE STEARLEY: I just wanted to
24 understand what this document was about. Ms. Johnson has
25 offered this document into evidence. I know it was filed

1 in EFIS on August 6th. I'm assuming all the parties have
2 a copy. Are there any objections to the admission of this
3 document?

4 MR. THOMPSON: None from Staff.

5 MR. COOPER: None from the company, your
6 Honor.

7 JUDGE STEARLEY: We will mark it as
8 Exhibit 1, and it shall be admitted and received into the
9 record.

10 (EXHIBIT NO. 1 WAS MARKED AND RECEIVED INTO
11 EVIDENCE.)

12 JUDGE STEARLEY: And Ms. Johnson, at this
13 point we're going to let the other parties cross-examine
14 you.

15 MS. JOHNSON: Okay.

16 JUDGE STEARLEY: We'll start
17 cross-examination with Staff, Mr. Thompson.

18 CROSS-EXAMINATION BY MR. THOMPSON:

19 Q. Good morning, Ms. Johnson.

20 A. Good morning.

21 Q. Isn't it true that the West Central
22 Missouri Community Action Agency has a gas service account
23 at your apartment in its name currently?

24 A. I don't know. All I know is they slide
25 that letter up under my door, and I photocopied it and

1 sent it down to you guys.

2 Q. Okay. And would you agree that they're
3 paying about \$20 a month for the customer charge and the
4 ISRS?

5 A. I guess that's what they said because I
6 told them I didn't have gas, and she replied to me, as
7 long as there's a meter outside the building, there would
8 be a charge for \$20 for the meter being out there. That's
9 how the gas company operates.

10 Q. And as far as you know, Ms. Johnson, this
11 \$957.74, that's all relating back to a period prior to
12 May 23rd of 2001; isn't that right?

13 A. That's what it shows. That's what they're
14 telling me. It was up to a thousand they said, nine-four.
15 Like I said, I was out of my home, homeless, and I didn't
16 know about it until gas -- I had no idea that this was
17 going on until I moved from the old place I stayed in
18 where I paid no gas, no water or no lights.

19 And so I moved over here for health reasons
20 and better living, and then I had to pay my gas, I had to
21 pay my lights. I got my lights turned on, then they --
22 before I could move in, I had to have lights and gas.
23 Meanwhile, I called the Gas Energy. They told me I had a
24 bill, and I told them I didn't -- I was homeless and I
25 didn't -- I got sent out. I went into the hospital, heart

1 problems. I've had open heart surgery since I moved out
2 of my house because of stress. I had no idea there was a
3 gas bill still in my name after all these years, and I --
4 all the months that I had moved out that that gas was
5 still on by the time I moved out.

6 Q. And as far as you know, you haven't made
7 any payments towards that bill, have you?

8 A. No, because I didn't -- I was homeless.

9 Q. Yes, ma'am.

10 A. And I had -- where I was living, I didn't
11 have to pay utilities. So I figured the gas was off. I
12 had no idea the gas was on. Last I remember is when I --
13 before I had moved out of my -- got set out of my home, I
14 had went to assistance and they paid \$600 for a gas bill.

15 I had no idea this gas bill was going up
16 and up and up and up until I -- you know, and I went
17 through some old papers that I had and I found this paper,
18 and that's when I realized, you know, this bill was never
19 turned off from the time they set me out in February 14th,
20 2001, I believe, all winter to May the gas was on.

21 Q. Ms. Johnson, what's the name of your
22 husband that you used to live with there at --

23 A. I wasn't living with my husband. I was
24 married to my husband for 33 years. He left me and
25 divorced me and set me out. When he left me, he turned

1 off the water in his name. I've never worked. I raised
2 nine children. His name was -- his name, my ex-husband's
3 name is Howard Russell Johnson, Junior.

4 Q. Yes, ma'am.

5 A. We were married for 33 years. He walked
6 off and left me in 2007 or '08 and turned all utilities
7 off, and I stayed in that house for six weeks.

8 Q. Could it have been 1997 when he left you?

9 A. That's when he walked out, 1997, walked off
10 and left me, and because he was a veteran who I took care
11 of when he came from the Vietnam War, and he turned off
12 the water, lights, gas, everything that was in his name.
13 I had nowhere to go. I stayed in the house in the dark
14 for six weeks with no lights, no water, no nothing.
15 Neighbors was feeding me. I had some food put in the
16 refrigerator. I was eating spoiled food, like I said, out
17 of the refrigerator because it was shut off. I had just
18 put food in there.

19 He left me and he pulled those lights out
20 and I went and got it in my name, and I struggled from '97
21 to 2001. He refused to pay. Went to court. He was
22 supposed to pay me. I'm not getting a dime from him to
23 live on. As much as November of -- be a year he pulled my
24 military ID card. So he's doing things to hurt me, and
25 the bill should really go to him because I was married to

1 him and he walked off and left me, but I lived in the
2 house like that until they foreclosed on my home. I lost
3 everything. I walked out with a pair of house shoes and a
4 gown on my back and a coat.

5 Q. One last question, if I may, ma'am. Do you
6 recall the date of the divorce?

7 A. No, because we're still fighting that right
8 now. I'm dealing with the government to see why did he
9 pull my military card. We went to court. They said I'm
10 divorced. Some said I'm not divorced. I never signed
11 divorce papers. Never signed divorce papers. I'm
12 fighting that, the gas company. I'm fighting for alimony
13 from my husband. I'm fighting for my rights.

14 So when he left me and divorced me, all I
15 got out of this was a slap in the face and on the street
16 homeless. Took care of this man for 33 years. Raised
17 nine children. All nine graduated from high school, seven
18 from college. They're grown. They're gone on their own,
19 and I'm over in a senior citizen living.

20 I had to walk the street to find where to
21 stay, and when I did find me a place to stay, like I will
22 repeat myself again and again, I lived there for six years
23 or seven years in this place. It got so bad, they was
24 doing drugs, prostitution, mistreating the elderly over
25 there. My son bought me a little '94 car because I had

1 rode the bus for some years, they didn't want me on the
2 bus. They shot a hole in my car. My children said, no
3 more. One mother do we have.

4 I just lost a son, was murdered in 1993,
5 and I haven't got over that shock yet. And so anyway, I
6 have dealt with nothing but pain and misery. And when I
7 was over there, no lights, no utilities, I never even
8 thought -- you had no furniture, you had no clothes, you
9 had nothing.

10 And then when I decided, they did that to
11 me, I moved out here in nice facilities, and then now I
12 can't even stay here because of the gas, pay gas or you
13 have to go. Like I said, I am under doctor's care right
14 now. I'm on medication. I got up this morning to make
15 this call so it could be behind me.

16 My husband is living okay. Government's
17 paying him. He's a disabled veteran with 100 percent
18 disability, but he can walk, he can drive, he can get
19 around. He got a Purple Heart. I went when he was
20 wounded in Vietnam. My mother kept five children while I
21 went to Great Lakes, Illinois and stayed at his bedside,
22 took care of him for eight months. And like I said, all I
23 got was a slap in the face.

24 I lost everything I ever owned, and now I'm
25 dealing with this problem here and it's not good. My

1 teeth need to be worked on. I can't get them done because
2 he pulled the Medicare card, he pulled my military ID card
3 in November 15th of last year because -- I did it the day
4 my mother died. He pulled it twice. So he's dirty and
5 he's crooked and he's conniving, and this is what he has
6 done to me to make me suffer.

7 Q. Thank you, ma'am.

8 A. This is what I -- I'm tired of this. I'm
9 tired of this bill. I'm tired of going, moving from
10 place. I am 64, going on 65. My life span, only moved
11 five times in a life span. In a whole life span, I've
12 only moved five times. I left my parents and I moved when
13 I was 19. I went to another house. Then I went to Great
14 Lakes to stay with him. Then we moved over there, right
15 here at this place, and now I'm over here. Five times in
16 my life span.

17 I never had utilities. I never worked a
18 day in my life because I'm sickly. I've had strokes. I
19 still have mini strokes. I have asthma. I've had blood
20 clots in my lung. I have had pneumonia since I've been
21 here because of cold weather. I have been placed in the
22 hospital twice. They wanted to place me the other day,
23 but they gave me some medication that I'm on to see if
24 they can help me with my lungs and my asthma and my
25 allergies draining down into my lungs.

1 I am not well, and I haven't worked, and
2 that's why the bill's always in his name, and then I had
3 to be -- not only was I had to take care of -- was I
4 mistreated? Yes. Broken arms, in the hospital, shot at,
5 beaten. Years I stayed with this man, you know. So now
6 I'm out from under this and I'm still dealing with this
7 headache and stuff. It's not good for my health. I just
8 want it all to get -- I just want my gas on so I can go on
9 with my life. That's all I ask.

10 But Howard Russell Johnson, Junior is his
11 name. I can give you his Social Security number. He gets
12 a check each month. I do not get one cent of that check.
13 He don't give me anything. I'm on welfare and I'm on food
14 stamps.

15 MR. THOMPSON: Thank you very much, ma'am.
16 No further questions from Staff.

17 JUDGE STEARLEY: Cross-examination by
18 Missouri Gas Energy?

19 MR. COOPER: Thank you, your Honor.

20 CROSS-EXAMINATION BY MR. COOPER:

21 Q. Ms. Johnson, you lived at 4200 East 56th
22 Street from 1997 through February 14th of 2001, didn't
23 you?

24 A. Yes, I did, sir.

25 Q. During that time, the gas bill for

1 4200 East 56th Street was in your name, wasn't it?

2 A. Yes, it was, sir.

3 Q. Earlier in your testimony you mentioned
4 that in looking back through your papers, you had found
5 several documents related to that bill that you had with
6 Missouri Gas Energy, correct?

7 A. I didn't find that 'til I moved over here,
8 sir.

9 Q. And do you remember filing the complaint
10 that started this complaint case?

11 A. Yes, I do, sir.

12 Q. And attached to that complaint there were
13 several -- there were copies of Missouri Gas Energy bills
14 and Missouri Gas Energy disconnection notices, weren't
15 there?

16 A. The gas bill went on and on. They said
17 they were going to shut it off one time. They didn't. In
18 other words, they would send shutoff notice, shutoff
19 notice.

20 Q. My question --

21 A. I only found two or three of those shutoff
22 notices.

23 Q. Okay.

24 A. But it stayed on.

25 Q. And the disconnection notices that you

1 found you attached to your complaint, correct?

2 A. Excuse me?

3 Q. You sent copies of the --

4 A. Yes, I did.

5 Q. -- disconnection notices --

6 A. Yes, I did.

7 Q. -- with your complaint, correct?

8 A. Yes, I did.

9 Q. And you sent copies of the bills that you

10 found with your complaint as well?

11 A. Yes, I did.

12 Q. And would you agree with me that the --

13 that the most recent of those bills was dated April 16th

14 of 2001?

15 A. Yes, I would.

16 Q. And would you agree with me that the most

17 recent of the disconnection notices was dated April 19th

18 of 2001?

19 A. I don't know. No. Didn't say it was

20 disconnected 2001. They kept it all the way on. If you

21 look at them, you'll see it was on all the way to May

22 before they turned it off.

23 Q. Do you have I that complaint in front you

24 or any of those documents?

25 A. No, sir, I don't have them in front of me.

1 All I have is a bunch of bills, and I've been trying to
2 get this solved. No, I don't have that. It's in a box
3 under my bed, and I'm not in a position right now to go
4 under the bed and pull that little shoe box out and find
5 that.

6 Q. But you did agree with me that the last
7 bill that you received was dated April 16th of 2001,
8 correct?

9 A. Excuse me?

10 Q. You did agree with me that the last bill
11 you received was dated April 16th of 2001?

12 A. I couldn't agree with that. I don't know,
13 like I said, unless I see the bill, but I know that it did
14 not go off they said until May, May of 2000 whatever,
15 2001. It wasn't April. It was May.

16 Q. Ms. Johnson, let's kind of circle back
17 around a little bit, then, and see if we're still on the
18 same sheet of music. I believe you told me, though, that
19 you did attach to your complaint the copies of the bills
20 and the disconnection notices that you found, correct?

21 A. Yes. Yes, I did, sir.

22 Q. Thank you.

23 MR. COOPER: Your Honor, I don't have
24 copies of these, but I would like to offer, and I'll
25 provide the copies I guess at the first opportunity, the

1 bills and disconnection notices that are attached to
2 Ms. Johnson's complaint in this matter.

3 MS. JOHNSON: Excuse me. I can't hear you.
4 Could you repeat that, please?

5 MR. COOPER: Well, Ms. Johnson, I've, I
6 guess, asked the judge if I could offer and ask the
7 Commission to admit into evidence the bills and
8 disconnection notices that were attached to your
9 complaint.

10 MS. JOHNSON: Yes, you can do that.

11 JUDGE STEARLEY: Any objections,
12 Mr. Thompson?

13 MR. THOMPSON: No objection.

14 JUDGE STEARLEY: We will mark those as
15 Exhibit No. 2. I know they've been filed in EFIS. I have
16 a copy I'm going to pass to the court reporter. And
17 Exhibit 2 will be admitted and received into evidence.

18 (EXHIBIT NO. 2 WAS MARKED AND RECEIVED INTO
19 EVIDENCE.)

20 MR. COOPER: That's all the questions I
21 have, your Honor.

22 JUDGE STEARLEY: Thank you, Mr. Cooper.
23 Questions from the Bench. Commissioner Murray, do you
24 have any questions for Ms. Johnson?

25 COMMISSIONER MURRAY: Just a couple.

1 QUESTIONS BY COMMISSIONER MURRAY:

2 Q. Good morning, Ms. Johnson. This is
3 Commissioner Murray, and I just have a couple of questions
4 for you.

5 A. Are you talking to me, ma'am?

6 Q. Yes. Can you hear me all right?

7 A. No, not too good.

8 Q. Is this better?

9 A. Now I can.

10 Q. All right. I'd like to ask you, the
11 building where you live now, is that a senior citizen
12 building, did you say?

13 A. Yes, ma'am.

14 Q. And who owns that building?

15 A. It is called Willow Estates.

16 Q. And is it a facility that is provided to
17 low-income senior citizens?

18 A. Yes, it is.

19 Q. All right. And the requirements to live
20 there are that you have -- you pay your own utilities, is
21 that what you indicated?

22 A. Yes, I am.

23 Q. All right. Now, you mentioned that you
24 were homeless for many years, did you not?

25 A. No. I was homeless for five -- three

1 months. Homeless for about three or four months 'til I
2 found me another senior citizen place. They were taking
3 people 62 and up. And I stayed there for, I think, oh,
4 Jesus, I think from 2001, that winter, and I stayed there
5 until I moved over here November the 3rd of -- this is
6 2000 -- I moved in November 3rd, 2007. And I paid no
7 utilities, no gas or no water when I lived there, but the
8 violence got so bad, I had to move out. I moved over
9 here. I had to pay -- I had to pay gas and lights to live
10 here.

11 Q. And why did you say you moved from the
12 other senior citizen location?

13 A. Why I moved?

14 Q. Yes.

15 A. Because it had gotten so violent. There
16 was prostitution. The manager was letting people in there
17 that was not of age. Supposed to have been 62 and up.
18 They was coming with police records. There was young kids
19 was shot by drive-by shooting. Anything -- the building
20 was nine stories tall. It was people coming in, was
21 prostituting, selling drugs. I just heard about a month
22 ago they had to have a drug bust in the building. It was
23 full of, like I said, prostitution, drugs, making meth,
24 stealing, selling clothes, doing everything they could do.
25 Then I tried to -- they got mad and they

1 came at me, somebody shot my car when it was parked in the
2 parking lot. I came back. I left with my daughter. I
3 came back. There was a bullet hole in my car, and my
4 children told me to leave. Mom, we lost our brother. You
5 lost a son. We don't have but one mother. We'll find you
6 somewhere to go.

7 And I happen to run across this. That's
8 where I moved, and they told me utilities. So when I --
9 before I moved from over there, I called over here and
10 tried to get all utilities in my name, what they told me
11 to pay. And I got here, the lights came on, and the gas
12 company told me no, they could not do it because I had an
13 outstanding bill, and I came anyway and endured the whole
14 winter without gas.

15 Q. And how long have you lived in this
16 building that you are in now?

17 A. Ma'am, I've been here since November 3rd,
18 so that will be, what, November --

19 Q. All right. That's okay. November 3rd,
20 2007?

21 A. Yes.

22 Q. 2007, was it, or 2008? No. 2007. This is
23 '08. Never mind. I have a couple of other questions for
24 you. Do you have any income?

25 A. Yes. I have \$545 a month, and I receive

1 \$98 -- 98 -- no, \$99 one check. I don't know why I'm
2 getting two checks. One check is \$99.50, and then also
3 I'm receiving 545 per month. That's what I live on.

4 Q. And what types of assistance do you
5 receive, government assistance?

6 A. I guess that's Social Security and SSI.

7 Q. And are those amounts included in what you
8 just gave me?

9 A. I have my wallet right here on the bed.
10 Hold on, please. Okay. This is coming from Social
11 Security Administration, and one is \$554 from Social
12 Security, rounded dollars, that's what it says, and the
13 second letter it says from Social Security benefits, and
14 it's \$99.50. It's \$109.40, but by the time they take out
15 they said for my medicine or whatever, whatever I have to
16 pay, it comes out to \$99.50. You total that up, that's
17 what I'm living on.

18 Q. And are you receiving that Social Security,
19 those Social Security checks based on your husband's work
20 history?

21 A. No. No. I get nothing from my husband.
22 He was in the military. He was a Vietnam veteran. This
23 is from my own disability back when I had a stroke in --
24 when I was 36 years old, 36 or 37 years old, I had a
25 stroke. I've been on disability since 1985. I've been on

1 disability. I'm unable to think or remember. I had been
2 placed in a mental ward three times because of nervous
3 breakdown, mental breakdown. So I was unable to work or
4 anything.

5 Q. And you did work prior to 1985?

6 A. Yes, ma'am.

7 Q. If you get disconnected -- or get connected
8 to your gas service, how will you pay your bills that come
9 in each month?

10 A. I will be willing to pay whatever I can on
11 the bill. Like I said, I do not use that much gas because
12 I don't care for heat too much, but I will -- if the bill
13 come in, I will pay the bill. It couldn't be no more for
14 this little two rooms I'm in, it couldn't be any more, I'd
15 say less than about if it's \$90 or less than \$90 a month
16 to stay here for the whole winter, if it runs that much.

17 Q. So --

18 A. I'm only in a two-room apartment.

19 Q. You are saying that you have budgeted for
20 payment of your utility bills, then; is that correct?

21 A. I budget every bill. I pay for my
22 medicine. I have medicine on the counter I have to pay
23 for. I have to budget every dime. There's nothing left
24 over for me to do anything luxury or do anything.

25 Q. Who supplies your electric service?

1 A. Aquila right now.

2 Q. And are you current on your electric bills?

3 A. Yes, I am. I paid on it. I pay on it.

4 Q. Have you --

5 A. \$50. This month I paid \$50. It was 100.

6 I paid 50. And then now I just received it the other day.

7 I think it's \$40. It's 69. I'm going to pay \$50 on it.

8 Q. Are you receiving any kind of assistance
9 that is directly related to utility service?

10 A. I believe that they are because I notice on
11 the bill for last month it was \$100 and I paid \$50 on it,
12 and the new bill came out with \$69. I guess they are
13 giving me something toward that because, like I said, this
14 is all new to me. I haven't had utilities in my name in a
15 long time, and when I was married all those years, I never
16 knew anything about utilities. I imagine over here that
17 they are taking and paying a deductible for me being a
18 senior citizen living in this building, and I guess so
19 much will come off the bill.

20 Q. And how much have you budgeted for payment
21 of your electric bills?

22 A. My electric bill is \$50, and I have to run
23 my air all summer, and I ran it all summer because of my
24 asthma, my breathing. And then I have a machine that I
25 have to have, and they deduct that from this machine that

1 I have to have to breath for dust. It's a huge machine
2 that I have in here. And also I have to have a nebulizer
3 for my allergies, for my asthma. I have to do that twice
4 a day. So I have machines. But like I said, this is what
5 I usually pay. That's what my bill -- the highest bill I
6 got since I been here for lights was 100-some dollars, and
7 that's with my air on. But I use electrical for the
8 winter to keep me warm.

9 Q. But you have only paid \$50 per month toward
10 your electric bill, is that what you're telling me?

11 A. No. I have paid the bill. See, I had to
12 pay -- I had to pay electric all year because of this. I
13 had to use my electric oven to heat my apartment.

14 Q. Have you paid \$50 --

15 A. I was paying -- ma'am?

16 Q. Have you paid \$50 every month, is that what
17 you're telling me?

18 A. No, ma'am. It all depends on what I use.

19 Q. So have you --

20 A. The highest that it was last month was
21 \$100, and I paid them 50. But all winter long I had to
22 pay light bill because of the simple reason I had to use
23 my oven to keep me warm.

24 Q. So do you know if you are behind on your
25 electric bill? If you only paid 50 --

1 A. If I'm behind on electric bill? The bill
2 just came in. I just opened it the other day. It says
3 \$69.

4 Q. And will you be able to pay \$69 on your
5 electric bill this month?

6 A. Ma'am?

7 Q. Will you be able to pay that \$69 on time
8 this month?

9 A. No, I can't. I had to pay \$40 on that. I
10 can only pay \$40 on the electrical bill.

11 Q. But you just told me that you can pay \$90 a
12 month if your gas --

13 A. I should have said the highest that it
14 would have been would have been \$90. It would probably
15 run about that price, I said. I said if I had my gas on,
16 I said probably would be no more than \$90 or more if --
17 for these two rooms to keep them warm.

18 Q. And didn't you tell me that you could pay
19 that bill?

20 A. I will pay on the bill. I can't pay the
21 bill. I will pay on the bill. And if it gets so bad and
22 I can't pay it, if it's shut off, I can get assistance. I
23 can only pay on the bill. I can't pay -- with the income,
24 if I paid what I'm doing for my income, paying off all
25 these bills, I pay on the bills, make an effort to pay on

1 the bills, because if I pay every dime that I have, then I
2 will be with nothing to pay the bill, plus my rent I pay
3 to stay here.

4 Q. All right. And I'd like to ask you, I
5 think, one or two questions, one or two more questions and
6 that will finish my questioning. Are you saying that you
7 think that MGE should relieve you of your debt that you
8 had for your previous residence and connect you to get
9 their gas service now and allow you to continue to receive
10 gas service for partial payments every month? Is that
11 what you're asking us to order MGE to do?

12 A. I would love for this 400 or 500 they said
13 I owe or 900 to be erased from my bill, turn my gas on,
14 and let me see what the gas will run each month that I'm
15 here and I can pay it, pay on it as best I know how if
16 it's not too high. Like I said, it's only two rooms, and
17 I went all winter last winter with no gas, and like I
18 said, I had to pay the lights, extra lights because I
19 didn't have gas to keep me warm.

20 So I'm asking them to release the bill, set
21 it free, let my lights come on, let my gas come on in my
22 name and let me sign -- determine that I would have gas
23 bill over here and I would have not to pack up and move
24 and go somewhere else again. And then I don't know what
25 the gas will run. This is the first time being here. I

1 don't know what the gas bill's going to run, but it
2 shouldn't be that high to stay in a two-room apartment.

3 Q. Well, do you understand that the Public
4 Service Commission cannot order utility companies to
5 provide service for nothing or for less than what it costs
6 them to deliver service? Do you understand that?

7 A. You said what now?

8 Q. That the Public Service Commission has no
9 power to order companies to provide service without being
10 paid.

11 A. Oh, I know that. I know that, but then you
12 try to pay on it, but like I said, my gas is not even on
13 to try to get this paid.

14 Q. But do you understand that their tariff
15 says that they do not have to reconnect you at a new
16 residence so long as you have an outstanding balance on an
17 old residence?

18 A. I didn't know that. I just couldn't
19 understand why my gas won't be turned on in my name over
20 here, and, you know, the big fuss about the 400-some
21 dollars or whatever before it got broke down, 477,
22 \$437.61, you know. And all this time, you know, seek the
23 man with the money. I can give them his address and tell
24 him to pay for something.

25 I can't afford it. I know what their rules

1 are and I know what they're saying, but I know what I'm
2 enduring. I know I'm having hard times. That's what I
3 know right now. I'm having hard times.

4 COMMISSIONER MURRAY: Ms. Johnson, thank
5 you. I have no further questions.

6 QUESTIONS BY JUDGE STEARLEY:

7 Q. Ms. Johnson, this is Judge Stearley.

8 A. Yes.

9 Q. I have just a couple quick questions for
10 you. You had mentioned earlier that if you do not get the
11 gas service connected, you would have to move; is that
12 correct?

13 A. If I do not have gas over here in my name,
14 I will have to move out and go find somewhere else to live
15 again. Like I said, I'm up in age. I have furniture to
16 move. I have to find someone to move my furniture. I
17 have lost a lot of things through the years, like I said,
18 been set out. So if I don't get this gas in my name,
19 because that's their rules and policies over here in this
20 building, the gas and lights would have to be in your
21 name.

22 Q. That's what I was wanting to know.

23 A. If it doesn't go in my name, then I have to
24 pack up and find somewhere else to go.

25 Q. So that's the rules of Willow Estates?

1 A. Yes, it is.

2 Q. They have allowed you to live there since
3 November of 2007 without --

4 A. Yes, they have.

5 Q. -- having gas?

6 A. Yes, they have, because I've been showing
7 them the papers and telling them I'm working on trying to
8 get this gas in my name. I told them about the balance,
9 the bill, and I told them -- I go down to the office and I
10 tell them I had turned it over to court appeal or what do
11 I -- do I turn it to the Attorney General's thing, and so
12 they know that I'm working. They work with me because I'm
13 working on the bills and they're working with me.

14 And so they just now took papers down the
15 other day before I took ill to renew my lease, and they
16 brought it up again, and I told them I have a court
17 hearing on the 22nd on the telephone.

18 JUDGE STEARLEY: Okay. Thank you very
19 much. Recross-examination based on questions from the
20 Bench, beginning with Staff.

21 MR. THOMPSON: None. Thank you, your
22 Honor.

23 MR. COOPER: No questions, your Honor.

24 JUDGE STEARLEY: Ms. Johnson, there's no
25 further questions from the attorneys here or the

1 Commissioners for you. Is there anything else you would
2 like to tell the Commission at this time?

3 MS. JOHNSON: Please release the bill so I
4 can have my gas on so I can still stay here instead of
5 packing up and trying to find somewhere else to go in the
6 winter and I won't have to use the electrical, like I
7 said, my stove to keep me warm through the cold winter.
8 That's what I did, and you're dealing with a person who
9 has a damaged lung and who keeps going into pneumonia.

10 All I ask is just put the gas in my name
11 and release this old bill and let me start over again.
12 I'm starting all over with my life anyway after 33 years,
13 so release the bill and let me go turn my gas on, let me
14 stay here, and then we'll know what the gas bill is and
15 I'll pay on the gas bill.

16 JUDGE STEARLEY: Thank you, Ms. Johnson.

17 MS. JOHNSON: It's unfair for me to pay on
18 something that's been going on for years and years and
19 it's taken a toll on me. I had to get up this morning,
20 make sure this call was made when I wasn't feeling good.
21 I got up anyway, made this call.

22 So I'm just asking them to please release
23 the bill and zero balance, send me a -- so my gas will be
24 when it's cold next month or September, October, then I
25 will have gas to heat, and I need the gas on. I will have

1 gas, and I can stay here in the building. That's their
2 rules and that's the way it is.

3 JUDGE STEARLEY: All right. Thank you,
4 Ms. Johnson. The other parties are going to get to call
5 their witnesses and question them at this time. I would
6 like you to please stay on the phone, and you will have
7 the opportunity to ask those witnesses questions yourself
8 if you like.

9 MS. JOHNSON: Yes, I will.

10 JUDGE STEARLEY: And I will let you know at
11 the proper time when you can ask those questions. Okay?

12 MS. JOHNSON: Okay.

13 JUDGE STEARLEY: And Mr. Cooper, you may
14 call your first witness.

15 MR. COOPER: Thank you, your Honor. MGE
16 would call Ms. Shirley Bolden.

17 JUDGE STEARLEY: Ms. Bolden, you're
18 appearing by phone as well; is that correct?

19 MS. BOLDEN: That is correct.

20 JUDGE STEARLEY: And although I can't see
21 you, I'm going to ask you to raise your right hand and I'm
22 going to swear you in.

23 (Witness sworn.)

24 JUDGE STEARLEY: Thank you very much. You
25 may proceed.

1 MR. COOPER: Thank you, your Honor.

2 SHIRLEY BOLDEN testified as follows:

3 DIRECT EXAMINATION BY MR. COOPER:

4 A. Ms. Bolden, would you go ahead and state
5 your name for the record.

6 A. Shirley Jean Bolden.

7 Q. By whom are you employed and in what
8 capacity?

9 A. I'm employed by Missouri Gas Energy. My
10 title is Manager of Customer Solutions.

11 Q. How many years have you held this position
12 with the company?

13 A. I've held this position for the last three
14 years.

15 Q. How many years total have you worked for
16 Missouri Gas Energy?

17 A. 37 years.

18 Q. Generally what type of work have you
19 performed for MGE over that 37 years?

20 A. I've been in the customer service
21 department most of my tenure with Missouri Gas Energy.
22 Started as a clerk, moving to the phone center, then to
23 manager of the contact center. I'm now manager of the
24 customer solutions.

25 Q. Does Missouri Gas Energy have a customer

1 record system?

2 A. Yes, we do.

3 Q. In your position, do you have any
4 responsibility for that record system?

5 A. I do use the system, as most of the
6 customer service reps do.

7 Q. Do those customer service reps report to
8 you or indirectly to you?

9 A. Indirectly to me.

10 Q. How is information entered into the
11 customer record system?

12 A. It could be entered in several fashions.
13 Sometimes it's automatically entered, for instance, in
14 notices, disconnect notices. Mailings come in, then that
15 is entered automatically. Payments are entered
16 automatically if they're done over our phone system.
17 Other information identifies the individual when they talk
18 with the customer or any other activities that may be done
19 by a customer service representative, we note the account.

20 Q. Is it part of those customer service
21 representatives' regular duties to enter information into
22 the customer record system?

23 A. Yes, it is.

24 Q. Do the persons entering the information
25 into the record system have firsthand knowledge of the

1 events they're noting in the system?

2 A. Yes, sir. The majority of the time they
3 will be using -- writing the information as they're
4 talking with the customer or as wrap-up time.

5 Q. So those entries are made either
6 contemporaneously with the customer contact or shortly
7 thereafter the customer contact?

8 A. Yes, sir.

9 Q. Has MGE used this system for several years?

10 A. Yes, they have.

11 Q. Why does MGE maintain such a system?

12 A. So that we have record of our conversations
13 with the customers so that we can go back if there is some
14 incident or situations that we need to have that
15 information to be used.

16 Q. Do you believe that it helps MGE provide
17 better service to its customers?

18 A. Yes.

19 MR. COOPER: Your Honor, at this time I'd
20 like to -- I've got a series of four documents. I'll
21 probably just mark them one at a time if that's okay with
22 you.

23 JUDGE STEARLEY: Certainly.

24 MR. COOPER: These are four documents that
25 I also sent copies of to Ms. Johnson and were delivered by

1 Federal Express, I believe, to Ms. Johnson's apartment
2 yesterday, so she should have copies of these as well.

3 JUDGE STEARLEY: All right. We'll pick up
4 with your first being marked as Exhibit 3.

5 MR. COOPER: Exhibit 3 would be a document
6 that I would title Account Analysis.

7 (EXHIBIT NO. 3 WAS MARKED FOR
8 IDENTIFICATION BY THE REPORTER.)

9 BY MR. COOPER:

10 Q. Ms. Bolden, do you have before you a
11 document called Account Analysis?

12 A. Yes.

13 Q. Does that document have in the upper
14 left-hand corner Beverly Johnson, 4200 East 56th Street,
15 Kansas City, Missouri?

16 A. Yes, it does.

17 Q. Do you recognize that document?

18 A. I do.

19 Q. What is that?

20 A. This is our accounting trail on the account
21 that was under Mrs. Johnson's name from -- it keeps the
22 record of any activities that we have as far as billing,
23 delayed payments, any type of adjustments.

24 Q. And what time period does it cover?

25 A. It would cover from the beginning of time

1 that she had service with us through the ending time when
2 we finaled the account out and eventually charged it off.

3 Q. There's a column there, I believe, that
4 says tran amount. What does that represent?

5 A. This is the accounting stream and the
6 revenue that comes in and the billing that goes out.

7 Q. To the right of that there's a column
8 that's ACCT balance. Do you see that?

9 A. Yes. It keeps a running total.

10 Q. And so on the first page, then, as of --
11 and if we go down there's an 05/23/01 line. Do you see
12 that?

13 A. Yes, I do.

14 Q. Okay. And the description of that is what?

15 A. Final bill.

16 Q. And at that time what was the total account
17 balance?

18 A. 957.74.

19 MR. COOPER: Your Honor, at this time I'd
20 like to mark a second document. This would be Exhibit 4.

21 JUDGE STEARLEY: Yes.

22 MR. COOPER: And it would be titled
23 Customer Contact Entry.

24 (EXHIBIT NO. 4 WAS MARKED FOR
25 IDENTIFICATION BY THE REPORTER.)

1 BY MR. COOPER:

2 Q. Ms. Bolden, do you have before you a
3 document entitled Customer Contact Entry?

4 A. Yes, I do.

5 Q. And in the upper left, the first page, does
6 it say Beverly Johnson, 4200 East 56th Street?

7 A. East 56th Street, yes.

8 Q. Do you recognize that document?

9 A. I do.

10 Q. What is it?

11 A. Again, this is where we have our
12 information that our employees or any activity that is on
13 the account is entered either automatically by the system
14 or by individuals. It's a note of what's going on on the
15 account.

16 Q. So if you would, let's see, give us a
17 couple examples there for -- from the -- how about
18 02/15/01, do you see that?

19 A. Yes.

20 Q. There's a description, system generated
21 bill reviewed, mailed out. What does that mean?

22 A. Our billing department has the bill held.
23 It was held over for a purpose. They had to review it.
24 It was okay. They sent it out.

25 Q. And earlier we talked about disconnection

1 notices. I see on 04/16/01 there's a description of
2 disconnect notice mailed?

3 A. That is correct.

4 Q. What -- I assume that is the disconnection
5 notice we talked about earlier?

6 A. Yes.

7 MR. COOPER: Your Honor, I would like to
8 mark at this time Exhibit 5, which would be Premise
9 Service Order Activity.

10 (EXHIBIT NO. 5 WAS MARKED FOR
11 IDENTIFICATION BY THE REPORTER.)

12 BY MR. COOPER:

13 Q. Ms. Bolden, do you have before you a
14 document entitled Premise Service Order Activity?

15 A. Yes, I do.

16 Q. And does it say service address 4200 East
17 56th Street?

18 A. It does.

19 Q. Okay. Do you recognize that document?

20 A. Yes. This is a record of all of the
21 activities that go to that premise from turn on to meter
22 change or disconnect for nonpayment.

23 Q. There's several -- looks like it's an order
24 type column there. There's several entries. SONP, what
25 does that stand for?

1 A. Shut off for non-pay.

2 Q. Does that necessarily mean that the service
3 was actually shut off?

4 A. It does not mean that the service was
5 actually shut off.

6 Q. What does it mean?

7 A. It's an order that was sent out. It went
8 to the field. During some periods of time, the service
9 would not have been shut off during the cold weather
10 period, but we would make an attempt to collect at the
11 door.

12 Q. So while the order may have been issued,
13 not necessarily executed upon; is that correct?

14 A. I'm sorry?

15 Q. So while it notes that the order may have
16 been issued, that order has not necessarily been executed
17 upon, correct?

18 A. No. It has been executed upon. It does
19 not mean that it was necessarily disconnected.

20 Q. Okay. So some action took place to avoid
21 the disconnection perhaps?

22 A. That is correct.

23 Q. Okay. Now, near the bottom of that column
24 there's also the abbreviation SOAC. What does that mean?

25 A. This is a service order for meter change.

1 Q. And then below that there is an SOTN. What
2 does that mean?

3 A. That is a turn on order, to initiate the
4 gas service under Mr. Johnson's name.

5 MR. COOPER: Your Honor, one last document
6 here, I guess would be Exhibit 6, and this would be
7 Service Order Completion History.

8 (EXHIBIT NO. 6 WAS MARKED FOR
9 IDENTIFICATION BY THE REPORTER.)

10 BY MR. COOPER:

11 Q. Ms. Bolden, do you have before you a
12 document that is titled at the top Service Order
13 Completion History?

14 A. Yes, I do.

15 Q. And does it say service address 4200 East
16 56th Street?

17 A. It does.

18 Q. And are there actually two blocks entitled
19 Service Order Completion History on that document?

20 A. That is correct.

21 Q. Do you recognize that document?

22 A. Yes, I do.

23 Q. What is it?

24 A. The first is the actual turn on order for
25 Ms. Johnson that was initiated on 11/18/1997, and the

1 second is the shutoff order for nonpayment that was
2 completed on May 10th of '01, 2001.

3 Q. Now, we talked about on Exhibit 5 that
4 while you might have had a shutoff order issued, that it
5 wouldn't necessarily have resulted in the gas actually
6 having been shut off; is that correct?

7 A. That is correct.

8 Q. Is it on this service order completion
9 history where any completed shutoff would have been noted?

10 A. That is correct. If we were to go back to
11 Exhibit No. 5 and pull one of these orders, select any of
12 one of those confirmation numbers, you would get the
13 actual order of what has been done on that order.

14 Q. If a customer would call MGE and ask that
15 their gas service be discontinued, what report would that
16 show up on?

17 A. It would show up on the -- it would show up
18 on the premise service order activity, SOTS, which is
19 regular shutoff. It would show the date it was taken, the
20 date wanted, and the date it was completed.

21 Q. And you don't see any anything like that
22 noted on Exhibit 5, the Premise Service Order Activity
23 document, do you?

24 A. I do not.

25 Q. Were all four of these documents, Exhibits

1 3, 4, 5 and 6, generated by the customer record system
2 that we discussed earlier?

3 A. That is correct.

4 Q. And I assume you -- did you pull these
5 documents yourself from that system?

6 A. I did.

7 MR. COOPER: Your Honor, at this time I
8 would offer Exhibits 3, 4, 5 and 6.

9 JUDGE STEARLEY: Are there any objections
10 to the offering of Exhibits 3, 4, 5 and 6?

11 MR. THOMPSON: No objection.

12 JUDGE STEARLEY: Hearing none, they shall
13 be received and admitted into evidence.

14 (EXHIBIT NOS. 3, 4, 5 AND 6 WERE RECEIVED
15 INTO EVIDENCE.)

16 BY MR. COOPER:

17 Q. Ms. Bolden, did you have the opportunity to
18 contact Ms. Johnson prior to her filing this formal
19 complaint?

20 A. Yes, I did.

21 Q. Did MGE -- what was the purpose of your
22 contact with Ms. Johnson?

23 A. The purpose was we had an informal
24 Commission complaint, and I did talk to Ms. Johnson
25 concerning that. Our resolution at the time was talking

1 about the full bill, the 957.74 and what it would take to
2 have her service initiated at her address that she is
3 currently at.

4 Q. Was there some amount less than -- was
5 there some amount less than the 957.74 that would have
6 needed to have been paid or that MGE offered to accept in
7 order to initiate service to Ms. Johnson?

8 A. That is correct. After we tried to do a
9 little investigation, we agreed to take off the billing
10 that was after the date of February 14, 2001, when she
11 stated she had been evicted from her home.

12 Q. Let's go back a little further than that
13 even. At the time that -- well, working off of the
14 957.74, was there some amount less than the 957.74 that
15 Ms. Johnson would have to pay to initiate service, perhaps
16 half that amount or some other amount?

17 A. Yes. If service is turned on prior to
18 November 1 of 2007, we offered 50 percent of that bill.
19 If it was after November 1, we went to the Cold Weather
20 Rule. With Ms. Johnson not having any prior service with
21 us the year before, we did the 12 percent of the final
22 bill, and then 12 percent of the annual ABC or the average
23 bill calculation at the address she's living at now.

24 Q. And what would the total of those have
25 been?

1 A. That total would have been for 50 percent
2 prior to November 1 was \$478, and after November 1, the
3 amount needed was 154.36.

4 Q. Did Ms. Johnson accept either of those
5 terms?

6 A. No, she did not.

7 Q. Now, I think then you spoke about a third
8 offer essentially. After the filing of the Staff's report
9 in this case, did you have the opportunity to contact
10 Ms. Johnson to offer to initiate service under different
11 terms?

12 A. Yes, that is correct.

13 Q. And what was that offer?

14 A. Again, we looked at the bill and went back
15 to the February 14th date, therefore taking off any bills
16 prior -- after that date. We remove those bills and we
17 left a balance of 520.06.

18 Q. And did -- obviously Ms. Johnson didn't
19 accept that offer either, correct?

20 A. That is correct.

21 MR. COOPER: Your Honor, I believe that's
22 all the questions I have at this time.

23 JUDGE STEARLEY: All right. Very well.
24 Cross-examination, beginning with Staff, Mr. Thompson?

25 MR. THOMPSON: Thank you, your Honor.

1 CROSS-EXAMINATION BY MR. THOMPSON:

2 Q. Good morning, Ms. Bolden.

3 A. Good morning.

4 Q. Isn't it true that MGE does not assert a
5 past due bill against a customer if the bill is seven
6 years old or older?

7 A. It does not if it is a benefit of use, sir.

8 Q. What do you mean by that?

9 A. Benefit of use is someone else is trying to
10 get the services on and has been in a -- living at the
11 premise with the actual person with gas service in their
12 name. We will not hold that person responsible for bills
13 seven years older.

14 Q. What rule do you apply to the person in
15 whose name the account was?

16 A. The rule for the denial of service, they
17 owe us a debt.

18 Q. Forever?

19 A. We try to collect it, yes, sir.

20 Q. Okay. So it would make no difference to
21 you, isn't that true, if this debt was 20 years old?

22 A. That is correct.

23 Q. Okay. Now, if I send you a Data Request
24 asking for the name and account information of every
25 customer that you have asserted a bill against that's

1 older than five years, would you be able to provide that
2 information?

3 A. I could not provide it. I'm sure our IT
4 department could get that information to you.

5 MR. THOMPSON: Okay. Thank you. No
6 further questions.

7 JUDGE STEARLEY: Thank you, Mr. Thompson.
8 Ms. Johnson, this is your opportunity for you to
9 cross-examine Ms. Bolden if you have any questions for
10 her.

11 MS. JOHNSON: Yes.

12 CROSS-EXAMINATION BY MS. JOHNSON:

13 Q. Ms. Bolden, you met me in person?

14 A. I did,

15 Q. Yes, you did. You and I and Representative
16 Craig Bland was at the Bruce R. Walker Conference Center.
17 I sit beside you, and you're a heavyset lady. You sat in
18 the front row with me because Representative Bland calls
19 me in to try and assist with the -- assist me with the
20 cool weather program for the senior citizens and the
21 elderly and how do they get their homes heat off and
22 cooled and get their insulation.

23 You and I sat down in the front row when
24 Representative Craig Bland called all these people around
25 for heating, what they need for their homes or their

1 repairs. I sat on the front row with you. I showed you
2 my bill, and you took my bill. And I told you -- no, I
3 didn't have the bill. I gave you my name and address, and
4 you said for me to give you a call. And I called and I
5 talked with you, and you liked to got amnesia on me.

6 You know Representative Craig Bland because
7 he called you, and you and I sat on the front row together
8 and I told you what I was going through and what I had
9 went through, and you said, ma'am --

10 MR. COOPER: Your Honor, is there a
11 question from Ms. Johnson?

12 MS. JOHNSON: I talked with you in person,
13 ma'am.

14 JUDGE STEARLEY: I'm going to allow
15 Ms. Johnson a little latitude here because she's obviously
16 not as skilled as you and Mr. Thompson, Mr. Cooper.

17 I'm sorry for the background talking,
18 Ms. Johnson. Did you ask Ms. Bolden a question at the end
19 of your statement?

20 MS. JOHNSON: Yes. I was telling her that
21 I met her in person at the Bruce R. Walker Culture Center
22 when Representative Craig Bland had different people from
23 the weather programs for people who -- for the elderly
24 that needed assistance and help. She came up and she
25 spoke and she was her turn to speak and she sat right with

1 me beside me, and I talked with her, and Representative
2 Bland said, you go talk with Ms. Bolden and you give her
3 this information. She had on a purple pant suit. She sat
4 beside me. I gave her my address and I told her what I
5 was going through. She said, Ms. Johnson, you take --
6 here's my number. Call me. And I called her, and she
7 says, oh, well, I'll check into this.

8 Now this is what I get. I talked with her
9 personally, sat side by side her because Representative
10 Craig Bland had different people from the weather programs
11 to come to Bruce R. Walker Culture Center just before it
12 got cold, and people was bringing their bills. They was
13 bringing their light bills, gas bills, and the gas company
14 was there, and they had people to winterize your home, if
15 you need your home painted. I was there with the
16 Representative Craig Bland speaking at the Bruce R.
17 Walker Culture Center.

18 JUDGE STEARLEY: All right. Did you have
19 any other questions you would like to ask Ms. Bolden to
20 answer for you?

21 MS. JOHNSON: Yes. I'd like for her -- she
22 told me the statute of limitations would run out in five
23 years, and it's going on seven, and I see that I have to
24 go through these changes. She told me side by -- sitting
25 there with me and told me that the statute of limitations

1 would run out in five years.

2 JUDGE STEARLEY: Are you asking Ms. Bolden
3 to confirm that as a question, Ms. Johnson, to her?

4 MS. JOHNSON: Yes.

5 JUDGE STEARLEY: Ms. Bolden, would you
6 please answer the question, if you understand the
7 question.

8 THE WITNESS: Yes, I do understand the
9 question, and I did meet Mrs. Johnson at the Bruce R.
10 Watkins. I did take her address and I did give her a call
11 prior to her filing her Commission complaint, and I did
12 discuss the year of service as seven years, not five.

13 MS. JOHNSON: Five.

14 THE WITNESS: Seven, not five, as part of
15 the benefit of use. We discussed her bill and what it
16 would take to get her gas service on, along with trying to
17 get some assistance. She was going to be pulling some
18 records for me to prove that she had been out of the home
19 since February 14th of 2001. That was our discussion.
20 That information was not received by me.

21 MS. JOHNSON: You never asked me for that
22 because I can send everything -- I can go to the sheriff's
23 department and show you guys when the sheriff moved me
24 right out of my apartment, out of my house. Nobody asked
25 me for this information. You never asked me. Even the

1 judges, no one asked me for proof the day I was set out of
2 my house. I can go downtown and get these papers and I
3 can pull these files and show you when the sheriff and the
4 time the sheriff set me out of my home. They were on
5 Valentine's Day. They set me out. I went --

6 MR. COOPER: Your Honor, I object. Is
7 there a question that's --

8 JUDGE STEARLEY: Excuse me, Ms. Johnson.
9 Do you have an additional question for Ms. Bolden?

10 MS. JOHNSON: Yes. I just wish that she
11 would release the charges against me and quit -- I just
12 don't believe this. I just wish that the record slate
13 would be clear. That's all I have to say.

14 JUDGE STEARLEY: All right. Thank you very
15 much. Questions from the Bench, Commissioner Murray?

16 QUESTIONS BY COMMISSIONER MURRAY:

17 Q. Good morning, Ms. Bolden, is it, or Bolton?

18 A. Bolden.

19 Q. Good morning.

20 A. Good morning.

21 Q. This is Commissioner Murray, and I have
22 just a couple of questions for you. Just hypothetically,
23 let's assume that Ms. Johnson gets reconnected to MGE gas
24 service. She indicated, and you probably heard her, that
25 she would be able to pay on the bill but not -- it's my

1 understanding that she was not indicating that she would
2 be able to pay the entire bill. Did you hear her
3 testimony there?

4 A. Yes, I did.

5 Q. And when you look at the exhibits that were
6 admitted into evidence here by MGE today, at the history
7 of Ms. Johnson's service at the other residence, what did
8 you -- what do you see there in terms of arrearages and --
9 well, let me ask it this way: When that bill began
10 2000 -- I'm sorry -- February '03 of '99, the first
11 payment showed on that was \$100, leaving an account
12 balance of \$40.91; is that accurate?

13 A. Yes, ma'am.

14 Q. And then if you go on through the dates,
15 there were occasional payments, there were -- looks as if
16 there was not a payment, not necessarily a payment every
17 single month, and maybe that is not accurate. There may
18 have been a payment -- well, no. I don't think there was
19 even any kind of a payment every single month.

20 Would you agree that during that time
21 period between 1999 and 2001, that the arrearages in the
22 beginning were some months higher, some months lower than
23 the last month, but that the bill was never current?

24 A. That is correct.

25 Q. And then as time went on, and indeed as you

1 got closer to the year 2001, the arrearages mounted
2 significantly until they reached a level of \$957.74. Is
3 that what your Exhibit 3 shows?

4 A. Yes, ma'am.

5 Q. Now, if Ms. Johnson were to be reconnected,
6 what would you expect her account activity analysis to
7 look like in a year or two based on your past experience
8 and based upon what Ms. Johnson has told us here today?

9 A. I think the company would expect that
10 Ms. Johnson would make every effort to pay her bill in its
11 entirety as it comes due. However, Ms. Johnson with her
12 income is possibly eligible for LIHEAP assistance and even
13 the energy crisis money if necessary. We have customer
14 advisors that work with our senior citizens and disabled
15 persons to try to help them, and we do special
16 arrangements with those customers.

17 Q. Was she eligible for those types of
18 assistance during the account analysis period that was
19 shown by Exhibit 3?

20 A. Yes. If you'll look down on 3/20 of '01,
21 she received energy assistance money. That's the energy
22 crisis intervention money of \$600.

23 Q. And let me stop you there for a minute.

24 A. Yes, ma'am.

25 Q. Because on that line, 3/20/01, even after

1 receiving the energy assistance of \$600, there was still a
2 balance due of \$756.07; is that correct?

3 A. That is correct.

4 Q. All right. Go ahead with your answer,
5 please.

6 A. Further down, you have December 08, 2000
7 where there's \$235. That is the LIHEAP funds.

8 Q. And you recognize that as LIHEAP because it
9 says state?

10 A. That is correct. And she received it in
11 2000. She also received it in 1999. And so she has been
12 eligible for the LIHEAP each -- possibly each year that
13 she had service with us.

14 Q. Now, in this account, in looking at this
15 account analysis, does it indicate that she had applied
16 for and received the full amount of LIHEAP and the
17 emergency crisis assistance for which she was eligible?

18 A. Yes. The \$600 was the max she could
19 receive for energy crisis.

20 Q. All right. So it appears that Ms. Johnson
21 is familiar with the assistance programs that are
22 available and how to access that; is that correct?

23 A. It appears to be so, yes.

24 Q. All right. Now, under the Cold Weather
25 Rule, if she were to be reconnected prior to the Cold

1 Weather Rule period and then just didn't pay anything on
2 the account during the winter months, what would be the
3 results? Would MGE send her a disconnect notice? Would
4 she just continue to mount arrearages until the end of the
5 cold weather season, or what would be the result?

6 A. She would receive her disconnect notices
7 according to whatever our parameters are for disconnect.
8 She would receive these each month. We would also be
9 making a trip to the home on the non-pay shutoff order.
10 It may not be shut off because of the temperature.
11 However, we would attempt to collect. And again, she
12 would be getting -- in that notice she would be getting a
13 Cold Weather Rule insert letting her know where to go to
14 get assistance.

15 Q. And if MGE were ordered to write off
16 basically the amount -- well, let me ask you this, and
17 maybe you don't know in the job that you perform. Maybe
18 this is not a part of your knowledge, and if so, just
19 please answer. But the account analysis, Exhibit 3, on
20 the line 12/15/01 shows charge off to bad debt \$957.74.
21 Do you see that?

22 A. Yes.

23 Q. Do you know if at that time that amount
24 went into a bad debt that the company was able to put into
25 its rates that the other customers had to pay?

1 much.

2 THE WITNESS: You're welcome.

3 JUDGE STEARLEY: Recross-examination based
4 on questions from the Bench, beginning with Staff?

5 MR. THOMPSON: No questions. Thank you.

6 JUDGE STEARLEY: Ms. Johnson?

7 MS. JOHNSON: Yes, sir.

8 JUDGE STEARLEY: Do you have any additional
9 questions for Ms. Bolden?

10 MS. JOHNSON: Yes, sir.

11 RECROSS-EXAMINATION BY MS. JOHNSON:

12 Q. I was informed that the State of Missouri,
13 she said there is no way that they would take the
14 writeoff. There are different funds that provide in the
15 state of Missouri will -- there's funds and money out
16 there to pay for this, and Ms. Bolden told me so.

17 JUDGE STEARLEY: Is that a question you're
18 directing to Ms. Bolden?

19 MS. JOHNSON: Yes, I am.

20 THE WITNESS: Ms. Johnson, there are funds
21 there. Again, the application would have to go through
22 United Services or through any of our agencies, and that
23 information could have been provided to you. It still can
24 be provided to you.

25 BY MS. JOHNSON:

1 Q. I've been there. I was there just about
2 three days ago, and I tried to get this bill cleared up,
3 and they said they can't do anything because the gas is
4 not in my name. I went to 63rd and Manchester. They told
5 me to come back in November, October the 10th, come back
6 for my gas. They cannot assist me with my lights. Now
7 it's time for cold weather.

8 There are organizations that I have went
9 to. I have checked with everybody. No one can help me
10 because there is no bill in my name. There is no gas bill
11 in my name, and so there's no way anyone can help me as
12 long as there's no gas bill in Beverly Johnson's name.
13 I gave you that information when we sat there at Craig
14 Bland's, when he called in all these people to help out
15 with the senior citizens and the elderly. You sat there,
16 you said, ma'am, let me take this and go back to the
17 office, see what I can do. You explained to me.

18 So there is funds out there, that this bill
19 can be written off and this bill can go to other debts and
20 wipe my plate clean so I can go on with my life like I
21 said. That's all I ask. Ms. Bolden, that's all I asked
22 you to do.

23 JUDGE STEARLEY: Ms. Johnson, do you have
24 any additional questions for Ms. Bolden?

25 MS. JOHNSON: Yes. Just wipe the slate

1 clean, please, so I can get my gas turned on so I won't
2 have to go endure another cold winter.

3 JUDGE STEARLEY: Thank you, Ms. Bolden.
4 Any redirect, Mr. Cooper?

5 MR. COOPER: Very briefly, your Honor.

6 REDIRECT EXAMINATION BY MR. COOPER:

7 Q. Ms. Bolden, you were -- there was some
8 discussion about fund availability a minute or so ago.
9 Does fund availability differ depending upon the time of
10 the year?

11 A. Yes, that is correct, sir.

12 Q. How does it differ from --

13 A. During the summer, the help from United
14 Services or from the State goes towards the air
15 conditioning, for the bill for air conditioning, so it may
16 go to the light company or whatever they use for their
17 major heat for during the air conditioning. In the
18 wintertime, starting November 1, it goes toward the gas,
19 if that is their major source of heat.

20 Again, an application has to be taken in to
21 the United Services, and Ms. Johnson has gotten assistance
22 before. Maybe they cannot help her at this particular
23 time, but they certainly would be able to help her before
24 the winter starts.

25 Q. So the answer that a person might get may

1 differ depending upon the time of the year that the
2 application were processed; is that correct?

3 A. That is correct.

4 MR. COOPER: That's all the questions I
5 have.

6 JUDGE STEARLEY: Thank you, Mr. Cooper.
7 Ms. Bolden?

8 THE WITNESS: Yes.

9 JUDGE STEARLEY: That completes your
10 examination, and you are now excused as a witness.

11 THE WITNESS: I appreciate it and thank
12 you.

13 JUDGE STEARLEY: Thank you very much for
14 your testimony.

15 THE WITNESS: Thank you.

16 JUDGE STEARLEY: Staff, you may call your
17 witness.

18 MR. THOMPSON: Staff is not going to call a
19 witness, Judge. Thank you.

20 COMMISSIONER MURRAY: Judge, may I inquire
21 of counsel?

22 JUDGE STEARLEY: Certainly.

23 COMMISSIONER MURRAY: Mr. Thompson, it was
24 my understanding that you were going to provide a witness,
25 but --

1 MS. JOHNSON: I can't hear ever who's
2 trying to talk to me.

3 COMMISSIONER MURRAY: I was just asking
4 counsel a question.

5 MR. THOMPSON: I have a witness who could
6 testify, but it's my decision not to call her, Judge.

7 COMMISSIONER MURRAY: And is it accurate
8 that Staff changed its position as of this morning?

9 MR. THOMPSON: I believe that's true.

10 COMMISSIONER MURRAY: And we have no
11 ability to ask questions regarding that, so I assume that
12 that will be briefed?

13 JUDGE STEARLEY: I was going to take that
14 up with counsel here directly.

15 COMMISSIONER MURRAY: Thank you.

16 JUDGE STEARLEY: And I was going to say,
17 normally I would have allowed just closing arguments in
18 lieu of briefs, but since Staff has raised a legal theory
19 late in the case, I was going to direct the parties to
20 brief that issue for the Commission.

21 I'm still going to allow the parties to
22 provide closing arguments and allow Ms. Johnson to provide
23 any closing statements she would like because she's
24 obviously not going to be able to prepare a legal brief as
25 counsel would on this technical legal issue. So

1 Ms. Johnson, would you like to make a closing argument or
2 statement for the Commission?

3 MS. JOHNSON: Yes, I would. I would like
4 for them to take this bill off so I can have any gas
5 turned on for the winter. And like I said, I go -- I went
6 to the assistance to get help. They cannot help me
7 because there is no gas bill in my name because they
8 said -- I showed them the papers. They said still there
9 is no gas bill in your name. So I can't get no
10 assistance, and Ms. Bolden knows that, if I don't have a
11 gas bill.

12 So I have to go in November the 1st or
13 October 1st and show them what? I don't have a gas bill
14 because I have no gas. All I want them to do is to clear
15 this bill up, start me a new bill, let me be able to have
16 gas this winter. I'm asking for that. Instead of me
17 going back and forth back to the hospital with pneumonia,
18 I'm asking them to clear the bill up so my gas can be
19 turned back on so I can still stay here where I'm at.

20 That's the only thing I ask, to clear it
21 up. Statute of limitations has expired. I know that.
22 She told me herself, and I know that. And so this is all
23 I'm asking. Why put me through these trials and
24 tribulations when all I ask is for my gas to be on by the
25 time it gets cold and get it turned on so I can still stay

1 here and not have to move in the winter months trying to
2 find somewhere else to go because I have to obey by these
3 people's rules. That's all I have. Erase the bill.

4 JUDGE STEARLEY: Thank you, Ms. Johnson.
5 Closing statements or arguments from Staff, Mr. Thompson.

6 MR. THOMPSON: I have no statement in
7 addition to the one I gave at opening. Thank you, Judge.

8 JUDGE STEARLEY: Thank you, Mr. Thompson.
9 Missouri Gas Energy?

10 MR. COOPER: Yes, your Honor. MGE's
11 account at 4200 East 56th Street was in Ms. Johnson's
12 name. Ms. Johnson knew that she had an outstanding bill
13 in 2001 and she was receiving MGE's bills. Ms. Johnson
14 knew MGE was still providing service to 4200 East 56th
15 Street because she was still receiving disconnection
16 notices as late as April 19th of 2001, as evidenced by the
17 documents attached to her complaint and which the
18 Commission took into evidence this morning.

19 However, that being said, at a minimum
20 Ms. Johnson admits to being at that address through
21 February 14th of 2001. She never told MGE to discontinue
22 service. However, as of February 14th, 2001, there was an
23 outstanding balance of \$1,120.06. At the later emergency
24 crisis intervention program payment of \$600 is taken into
25 account. There was still a balance of 520.06 as of

1 February 14th of 2001. No amount has been paid toward Ms.
2 Johnson's outstanding balance. No offer to make payments
3 toward any amount has been made by Ms. Johnson.

4 And MGE believes that it has acted within
5 its tariffs and the Commission's rules in refusing to
6 provide service to Ms. Johnson at the new address, and MGE
7 will be happy to brief the statute of limitations issue
8 for the Commission.

9 JUDGE STEARLEY: Thank you, Mr. Cooper.
10 Counsel, do you wish to have the transcript before you
11 brief that issue? I know it's solely a legal issue.

12 MR. THOMPSON: I think it would be helpful
13 to have the transcript.

14 JUDGE STEARLEY: Very well. I will set --
15 let me think -- ten days post filing of the transcripts
16 for briefs on this singular legal issue.

17 MR. COOPER: Ten business days?

18 JUDGE STEARLEY: Ten business days is fine,
19 and I'll try to get an Order out identifying a date
20 specifically once transcripts are filed.

21 MR. COOPER: Thank you, your Honor.

22 COMMISSIONER MURRAY: Judge, I'd like to be
23 clear to counsel for Staff that in that briefing I would
24 like an explanation of why the change in legal theory at
25 the morning of the hearing.

1 MR. THOMPSON: Yes, ma'am.

2 JUDGE STEARLEY: All right. Are there any
3 other matters we need to take up at this time?

4 MR. COOPER: No, your Honor.

5 JUDGE STEARLEY: I believe we have all the
6 exhibits offered and received into evidence. If there's
7 no other matters to take up at this time, we are going to
8 adjourn. The evidentiary hearing in Case No. GC-2008-0295
9 is hereby adjourned, and we are off the record.

10 WHEREUPON, the hearing of this case was
11 concluded.

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1 C E R T I F I C A T E

2 STATE OF MISSOURI)
3) ss.
4 COUNTY OF COLE)

5 I, Kellene K. Feddersen, Certified
6 Shorthand Reporter with the firm of Midwest Litigation
7 Services, and Notary Public within and for the State of
8 Missouri, do hereby certify that I was personally present
9 at the proceedings had in the above-entitled cause at the
10 time and place set forth in the caption sheet thereof;
11 that I then and there took down in Stenotype the
12 proceedings had; and that the foregoing is a full, true
13 and correct transcript of such Stenotype notes so made at
14 such time and place.

15 Given at my office in the City of
16 Jefferson, County of Cole, State of Missouri.

17 _____
18 Kellene K. Feddersen, RPR, CSR, CCR
19 Notary Public (County of Cole)
20 My commission expires March 28, 2009.
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