

In the Matter of:

**GREG STIENS**

**THE EMPIRE DISTRICT GAS COMPANY d/b/a LIBERTY**

**GC-2021-0395, VOL. III**

*December 16, 2021*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

\_\_\_\_\_

TRANSCRIPT OF PROCEEDINGS, VIA WEBEX

Evidentiary Hearing

December 16, 2021

Volume 3

\_\_\_\_\_

GREG STIENS, )  
Complainant, ) File No. GC-2021-0395  
v. )  
THE EMPIRE DISTRICT GAS )  
COMPANY d/b/a LIBERTY, )  
Respondent. )

JOHN T. CLARK, Presiding  
SENIOR REGULATORY LAW JUDGE  
RYAN A. SILVEY, Chairman,  
MAIDA J. COLEMAN,  
JASON R. HOLSMAN,  
GLEN KOLKMEYER,  
COMMISSIONERS

REPORTED BY:  
Tracy Taylor, CCR No. 939  
TIGER COURT REPORTING, LLC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A P P E A R A N C E S

GREG STIENS, Pro Se  
717 West Thompson  
Maryville, Missouri 64468  
greg.stiens@yahoo.com

DIANA C. CARTER  
428 E. Capitol Avenue, Suite 303  
Jefferson City, Missouri 65101  
Diana.Carter@LibertyUtilities.com  
FOR: Liberty (Empire)

WHITNEY PAYNE  
Department of Economic Development  
200 Madison Street, Suite 800  
PO Box 360  
Jefferson City, Missouri 65102-0360  
whitney.payne@psc.mo.gov  
FOR: Staff of the Missouri Public Service Commission

1 JUDGE CLARK: Good afternoon. Today is  
2 December 16th, 2021 and the current time is 1:52 p.m.  
3 The Commission has set aside this time for an  
4 evidentiary hearing in Greg Stine -- Stiens,  
5 Complainant, versus the Empire District Gas Company,  
6 doing business as Liberty, Respondent. And this is  
7 File Number GC-2021-0395.

8 My name's John Clark. I'm the Regulatory  
9 Law Judge presiding over this hearing today. With me  
10 attending remotely are Commissioners Maida Coleman and  
11 Glen Kolkmeier. At this time I'm going to ask counsel  
12 for the parties to enter their appearance for the  
13 record. And Mr. Stiens, you are appearing on your own  
14 behalf. Correct?

15 MR. STIENS: Yes.

16 JUDGE CLARK: Okay. And for Liberty?

17 MS. CARTER: Diana Carter for the Empire  
18 District Gas Company, doing business as Liberty.

19 JUDGE CLARK: Thank you, Ms. Carter. And  
20 for the Commission Staff.

21 MS. PAYNE: Whitney Payne for the Staff  
22 of the Missouri Public Service Commission.

23 JUDGE CLARK: Thank you, Ms. Payne.

24 OPC I believe filed a motion in this, but  
25 they did not appear.

1                   Now, this is the -- this is the second  
2 go-around of this hearing. We had previously started  
3 this hearing remote from our Jefferson City office.  
4 At that time, Mr. Stiens, you expressed that you would  
5 like to be able to present your case in person. And  
6 so that was granted and so we are here today in  
7 Maryville, Missouri so that you can do that.

8                   Now, we had some discussion last time in  
9 regard to the fact that the nature of this case  
10 involves you talking about what would normally be  
11 confidential information with the Commission, and  
12 that's customer-specific information. So you  
13 understand that it is virtually impossible to hold a  
14 hearing today without talking about your bills since  
15 your bills and the cut-off notice are at issue.  
16 Correct?

17                   MR. STIENS: Correct.

18                   JUDGE CLARK: And you're agreeing to  
19 waive and talk about those things today, understanding  
20 that it's open for the hearing?

21                   MR. STIENS: Yes.

22                   JUDGE CLARK: Okay. Now, are there any  
23 preliminary matters before we start?

24                   THE COURT REPORTER: I'm sorry, but I  
25 can't hear anyone. I can hear the Judge, but I can't

1 hear when anyone else is speaking.

2 JUDGE CLARK: Okay. I guess we're going  
3 to have to try and speak up as much as possible.

4 MR. STIENS: I'm wondering are we -- the  
5 issue today, are we going over what's going to be --

6 THE COURT REPORTER: I'm sorry? What's  
7 going to be what?

8 JUDGE CLARK: Yeah, she's having a hard  
9 time. This is not the best microphone.

10 MS. PAYNE: I was going to say what if he  
11 stood closer?

12 JUDGE CLARK: If you would like to, I  
13 think that would be fine. Do you want to come up here  
14 and --

15 MR. STIENS: Judge, I was wondering,  
16 we're just -- today the issue is should Liberty  
17 generate a shut-off notice to me if the bill's overdue  
18 and are Liberty's rates just and reasonable?

19 JUDGE CLARK: We're not addressing  
20 whether Liberty's rates are just and reasonable. This  
21 is -- you don't have standing for that kind of  
22 complaint before the Commission. The parties  
23 submitted an issue and the issue that was submitted by  
24 all the parties -- Staff submitted it on behalf of the  
25 parties -- was did Liberty violate any applicable

1 statutes, Commission rules, or Commission  
2 approved-tariffs related to the complaint. And the  
3 complaint I believe has to do with a shut-off notice  
4 you received.

5 MR. STIENS: Correct.

6 JUDGE CLARK: Okay.

7 MR. STIENS: I just wanted to clarify  
8 that.

9 JUDGE CLARK: Okay. That's fine.

10 MR. STIENS: And the other one, before we  
11 get started, the court -- or hearing here, the def--  
12 definition of arrears, can we all agree that it's  
13 money that was owed and should have been paid earlier?

14 JUDGE CLARK: I think that that is a  
15 question that you will need to ask the witnesses when  
16 they're on the stand. I don't make stipulations of  
17 fact. And what you're indicating was not included in  
18 the stipulations of fact that were supplied by the  
19 parties.

20 But when Liberty puts their witnesses on  
21 or when Staff puts their witnesses on, you're  
22 certainly welcome to ask you -- ask them what they  
23 believe the definition of arrears is or whether they  
24 agree with your definition.

25 MR. STIENS: Right. Because there could

1 be several different ways it's worded or people assume  
2 it means.

3 JUDGE CLARK: Okay.

4 MR. STIENS: So I just maybe we would get  
5 a -- just a ruling on okay, this is where we're at,  
6 but --

7 JUDGE CLARK: No. I'm not going to make  
8 a ruling in regards to that. That's something that I  
9 can't -- I can't -- I can't make a ruling on whether  
10 or not the parties agree with a definition you have.

11 MR. STIENS: Right. And that's what I  
12 was wanting. Okay. I think when we get started, I'll  
13 just give an overview of what went on, my thoughts and  
14 opinions and actually what -- and we'll just go from  
15 that.

16 JUDGE CLARK: Okay. I'm going to go over  
17 the procedure here in just a second in terms of how  
18 people are going to testify and opening statements.  
19 And if you have any questions about the procedures at  
20 any time, let me know and I'll be more than happy to  
21 stop and clarify.

22 MR. STIENS: All right. Thank you,  
23 Judge.

24 COMMISSIONER HOLSMAN: Hey, Judge.  
25 Commissioner Holsman has joined.



1 JUDGE CLARK: Okay. We've also been  
2 joined by Commissioner Holsman. Thank you,  
3 Commissioner Holsman.

4 Any preliminary matters from Liberty?

5 MS. CARTER: No, thank you.

6 JUDGE CLARK: Any preliminary matters  
7 from Staff?

8 MS. PAYNE: No, thank you.

9 JUDGE CLARK: Okay. To briefly explain  
10 the procedure for this, I'm going to allow each party  
11 to make a brief opening statement. An opening  
12 statement is kind of like a preview. You kind of just  
13 give me an overview of what this case is about from  
14 your perspective and what you believe your evidence is  
15 going to show.

16 Mr. Stine -- Stiens, since you're not an  
17 attorney, I'm going to place you under oath before you  
18 give yours and you get to lead off since you have the  
19 burden of proof in this case. So would you raise your  
20 right hand in order to be sworn?

21 (Greg Stiens sworn in by Judge Clark.)

22 JUDGE CLARK: Okay. Would you give me a  
23 brief opening statement, saying how you see this case  
24 and why you believe that you should prevail? And you  
25 can come up here and give it closer so that everybody

1 can hear you.

2 MR. STIENS: I was home one day, I got  
3 the mail and in the mail was a shut-off notice from  
4 Liberty. And so I knew that I'D just paid it so I  
5 went back and checked my records and it had been paid.  
6 So I went to call the -- Liberty and tried to call  
7 customer service and they gave me no satisfaction.

8 And I guess my issue is here, if a bill's  
9 been paid, can you -- and you still get a shut-off  
10 notice, do the rules and procedures cover that? And I  
11 believe that this was -- I thought a case of first  
12 impression. The rules and regulations to me, unless  
13 I'm wrong, pertain to if you didn't pay your bill and  
14 you're behind and you got a shut-off notice, that's  
15 fine.

16 But what happens if the bill's been paid  
17 and you get a shut-off notice? And that -- if you get  
18 a shut-off notice, that stays with you the rest of  
19 your life. You got a shut-off notice. And I take  
20 these things very serious. So I guess I'll -- that's  
21 all I have for right now.

22 JUDGE CLARK: Okay. Thank you. That was  
23 a good opening statement. That gives me an overview  
24 of the case. In a -- in just a few minutes, you'll  
25 get an opportunity to testify and at that time you can

1 clarify things a little bit more and I may have some  
2 questions for you.

3 MR. STIENS: Okay. Thank you.

4 JUDGE CLARK: Opening statement from  
5 Liberty?

6 MS. CARTER: Thanks, Judge. With me  
7 today to provide testimony for the company are Jon  
8 Harrison, the director of customer experience for  
9 Liberty Central Region; and also Angie Simkin, a  
10 Liberty Central Region customer service manager.

11 Ms. Simkin will address the details of  
12 Mr. Stiens' complaint and the company's compliance  
13 with all applicable statutes, rules, tariffs and  
14 Commission orders. And Mr. Harrison will address  
15 related policy issues for the company.

16 As we were just discussing, the issue  
17 before the Commission is whether the Empire District  
18 Gas Company violated any statutes, rules, orders or  
19 tariffs. Based upon the agreed-upon facts that were  
20 filed with the Commission, there were no violations of  
21 any statutes, rules, orders or tariffs.

22 Mr. Stiens is asking the Commission to  
23 order the company to provide him with financial  
24 compensation, something the Commission cannot do, and  
25 also possibly to enact a new rule or a new regulation

1 and this would not be the proper place for that.

2           The basis for Mr. Stiens' complaint is  
3 that he did receive in the mail, as he was saying, a  
4 past due notice, a shut-off notice. Mr. Stiens  
5 received the notice and immediately called the  
6 Customer Service Center. That was on April 19th of  
7 2021.

8           The day the shut-off notice was received  
9 by Mr. Stiens and he called in, payment had already  
10 been received by the company at that time and had been  
11 credited to his account. Mr. Stiens was on the phone  
12 for a little over half an hour with three different  
13 customer service representatives who talked with him  
14 about the timing of when his payment was received in  
15 relation to when the disconnect notice had been sent.

16           It was explained to Mr. Stiens that his  
17 account now at that point was showing as paid in full,  
18 he was never disconnected, there was no late fee, no  
19 other penalty, nothing was reported to a credit  
20 agency.

21           During that 30-minute call, Mr. Stiens  
22 was also given an apology, information on the  
23 company's billing practices and, again, confirmation  
24 that nothing was reflected on his account. That it  
25 was just about crossing in the mail.

1 I certainly understand Mr. Stiens'  
2 frustration regarding the mail delay and I commiserate  
3 with him on how he felt receiving that -- that notice.  
4 But his gas service was never shut off, not charged a  
5 late fee, not charged any sort of penalty, not  
6 reported to a credit agency.

7 And the facts as will be presented today,  
8 as well as the stipulated facts that were filed with  
9 the Commission, demonstrate that the company acted in  
10 complete compliance with all applicable statutes,  
11 rules, orders and tariffs, as well as the company's  
12 reasonable policy about when they shut -- send a  
13 shut-off notice. Thank you.

14 JUDGE CLARK: Thank you, Liberty. Any  
15 opening statement from Commission Staff? You can  
16 either get up from where you are or you can come up  
17 and get up here.

18 MS. PAYNE: Thank you. If the court  
19 reporter can hear me from here, I'm generally loud  
20 mouth.

21 I would just say that Staff was charged  
22 with conducting an investigation in relation to  
23 Mr. Stiens' complaint. Sco-- Mr. Scott Glasgow will  
24 take the stand later. He conducted the investigation  
25 for Staff. And as is contained in Staff's report that

1 was filed in this case, we did not find any violations  
2 of any statutes, rules, orders or tariffs in relation  
3 to the facts of the complaint. But certainly  
4 Mr. Glasgow can clarify, you know, any answers to any  
5 questions or that and discuss any of the matters  
6 contained in Staff's report when he takes the stand.

7 JUDGE CLARK: Thank you, Staff. Okay.  
8 At this time, Mr. Stiens, we're back to you. If you  
9 would like to come up here and take the witness stand,  
10 I think it would be easier to hear you. If you want  
11 to bring up any exhibits that you are planning on  
12 offering or documents that you're planning on  
13 discussing, I think that might be a good idea.

14 And since we did not go over order of  
15 witnesses, I'm going to go over that -- order of  
16 cross-examination, I'll go over that now. Mr. Stiens,  
17 I'm going to let Liberty cross first, followed by  
18 Staff. Liberty's witnesses will be crossed by you  
19 first, Mr. Stiens, and then by Staff. And then  
20 Staff's witnesses will be crossed by Liberty first and  
21 then Mr. Stiens.

22 And we did -- this was brought up -- I'm  
23 going to mention this because it was brought up during  
24 one of the openings and it was discussed last time  
25 when we started the remote hearing. You do

1 understand, Mr. Stiens, that the Commission does not  
2 have the power to order you -- order monetary  
3 compensation?

4 MR. STIENS: Yes. You said that last  
5 time.

6 JUDGE CLARK: And you also understand  
7 that one of the things you suggested involved a -- if  
8 you're asking the Commission to change a rule, which  
9 is not a determination that this complaint procedure  
10 will make, that a rulemaking is a much longer  
11 procedure?

12 MR. STIENS: So it doesn't -- it doesn't  
13 fall in -- under your jurisdiction, state or --

14 JUDGE CLARK: It's not a matter of  
15 jurisdiction. It's just a matter of what complaints  
16 are about versus rulemakings. There's one question  
17 before the Commission in a complaint hearing, and that  
18 is whether the -- whether the company has violated any  
19 law that would be subject to the Commission, any  
20 tariff under which the utility operates, or any  
21 Commission rule or any Commission order.

22 Now, if they did do that, what to be done  
23 about it is a separate issue and that could lead to  
24 the Commission initiating a rulemaking, but this is  
25 not a rulemaking hearing.

1 MR. STIENS: Okay. I will just go over  
2 what happened. You can take in facts or -- of what --  
3 to what I say and then there may be somewhere down the  
4 rule -- road you -- there needs to be some changes  
5 possibly.

6 JUDGE CLARK: Okay. Mr. Stiens, you've  
7 been sworn in already. I'll remind you you're under  
8 oath. And go ahead and tell the Commission what you  
9 would like the Commission to know about your  
10 complaint.

11 GREG STIENS, having been sworn, testified as follows:

12 DIRECT TESTIMONY BY MR. STIENS:

13 All right. Well, it started, like I said  
14 earlier, one day I opened the mail and I got this  
15 shut-off notice from Liberty. So you immediately just  
16 get -- you know, your blood pressure goes whoa.  
17 Because, you know, I take these things very seriously.  
18 So I had to scramble. I go, I know I paid that.

19 So I went back and looked and it was --  
20 for the March bill I believe it was -- it was due on  
21 April 9th of 2021 for 97.36. On the fourth day of  
22 April of '21, I sent them a check, Number 716, and  
23 paid that, put it in the mail. I believe I -- I  
24 mailed it on a Sunday night.

25 And according to the Post Office, and



1 I've talked to them again about this, what can we  
2 expect a reasonable time limit they will get that?  
3 They told me over and over three days, five days at  
4 the very latest. So that would leave Monday, Tuesday,  
5 Wednesday, Thursday, Friday. Five days they should  
6 have gotten it on Friday. Now, I know the Post Office  
7 has had their problems. So Liberty claims they didn't  
8 get it. I have no idea if they did or didn't.

9 I do know that the same situation came  
10 up, same time frame, in November. It was on the week  
11 of Veterans Day. I mailed it on a Monday, plus there  
12 was Veterans Day, Thursday, the Post Office was off.  
13 I called and Liberty had received my payment.

14 So if you look back at my record, I've  
15 always paid it. And if you look back at this one  
16 that's in -- an issue -- well, I got the shut-off  
17 notice, I made a good faith effort to send this in.  
18 And it should have been sent there -- they should have  
19 gotten it on time.

20 Now, I've called Liberty and no one can  
21 give me an answer. Evidently they -- their payment  
22 center is in Dallas, Texas and they're in Joplin or  
23 wherever southern Missouri. So the left hand doesn't  
24 know what the right hand's doing all the time.

25 So I'd called -- especially in the week

1 of the Veterans Day -- Well, have you got my payment  
2 yet? Well, they didn't know. I called Joplin or in  
3 Missouri. Well, that was in Dallas. I said, Well,  
4 can you call there? No, they can't -- can't call.  
5 They have no idea.

6           So you have to wait until it gets posted  
7 or they hit the button to show it's been paid. That's  
8 in Dallas. Now, if that's the way they want to do  
9 their business, it seems kind of -- I don't why.  
10 They've got enough employees, why they don't take care  
11 of it here in Missouri.

12           So I don't know what happened. It  
13 appears to me -- did they get this -- are they open on  
14 Saturday? Sunday? Did they get it Friday and did  
15 somebody just not want to post it that date and wait  
16 till Monday? Or was there some type of thing that --  
17 well, we got -- let's just wait and then we can charge  
18 him a little more. Because if you see on their bill,  
19 if don't pay it by a certain date, then you owe them  
20 like two or three dollars more after that.

21           Now, I don't know. I've tried to find  
22 out. Nobody can give me an answer. So did they get  
23 it on time? I assume they did. They said they  
24 didn't. But I would like to offer -- I don't know.  
25 Do you have a copy of the shut-off notice?

1 JUDGE CLARK: I do. You included these  
2 as exhibits attached to your complaint, I believe.  
3 You called one Exhibit A.

4 MR. STIENS: A.

5 JUDGE CLARK: And one Exhibit B?

6 MR. STIENS: B. So you have it?

7 JUDGE CLARK: Yes. Are you offering  
8 those?

9 MR. STIENS: Well, if you've got it, can  
10 I offer those or do you want this? It's the same  
11 thing.

12 JUDGE CLARK: You can keep your  
13 originals. If you want to offer these for the  
14 Commission's consideration --

15 MR. STIENS: I would like to offer that,  
16 which is the shut-off notice I got, and the check that  
17 shows the date and the amount and then when they  
18 cashed it, I guess, on the 13th. Well, you've got --  
19 got a little -- I guess maybe a little issue here that  
20 I, in good faith, sent this off.

21 If the Post Office, if there was a  
22 problem there, okay. If there's a problem on their  
23 end not posting it in time or -- I don't know what  
24 their procedure is, or they didn't take it to the bank  
25 in time, I don't know. But that makes -- there's too

1 many variables there and that shouldn't make me the  
2 bad guy. I did this in good faith.

3           And then another thing, when you see this  
4 Shut-off Notice in big letters, to me, that's a little  
5 insulting. Especially since I've always paid my bill  
6 and I paid my bill.

7           So I called Liberty that day. I talked  
8 for 35 minutes and I talked to two reps and to a  
9 supervisor and I got no satisfaction. I mean I was  
10 insulted when I got this. And their only response was  
11 "sorry."

12           Well, you know, that's not good enough.  
13 Now this thing stays with me all -- and I don't know  
14 for sure what the damage could be. If I move  
15 somewhere else and I have to fill out for gas service,  
16 are they going to put on there, Have you ever received  
17 a shut-off notice? Well, I can't lie about that. I  
18 have. I'm tainted now. I've received a shut-off  
19 notice.

20           And if you do stuff online or even on a  
21 paper application, there -- and I've seen this before  
22 because -- when I was living around Kansas City --  
23 there's no room for an explanation. It's just, Have  
24 you received a shut-off notice? So is that going to  
25 throw me -- they're going to require a deposit, a

1 bigger deposit? They're going to -- I don't know.  
2 There's some unknowns here. This is damaging. And  
3 plus, I'm insulted because I had a pride -- it's like  
4 I've never received a shut-off notice and then I  
5 received this?

6           So -- so if they were -- on their end,  
7 they didn't cash it in time, I got -- I'm not the bad  
8 one here. That's on them. So anyway, I paid it and  
9 the record clearly shows I've always paid it, paid it  
10 on time. And there's -- this happens to be a -- maybe  
11 a time where -- I don't know what the problem was  
12 because they didn't get it on time.

13           But that's -- a person shouldn't get a  
14 shut-off notice for being an hour late. That's  
15 ridiculous. I know that the company's got to have,  
16 you know, their money to operate, but you're a day or  
17 two late, according to them and you get a shut-off  
18 notice? There needs to be at least, I don't know, 15,  
19 30 days.

20           Or they should make sure that -- double  
21 check -- because they've got enough employees. Well,  
22 wait a minute, this guy -- did we get his -- we better  
23 wait and see if it comes in. There should be a  
24 variance there. There should be some days to wait  
25 before you get a shut-off notice, not just generate

1 one if you're an hour late. So -- so basically that's  
2 kind of what happened.

3 But now as far as the Staff report, they  
4 found no violations? Well, of course they wouldn't  
5 have. Because -- and I -- correct me if I'm wrong,  
6 but this is the tariffs and the regulations and the  
7 procedures are set up if a person didn't pay their  
8 bill or they were behind and they're owed the money.  
9 Now, I can see that. That's what they were looking  
10 at.

11 But this -- I thought this, unless I'm  
12 wrong, is a case of first impression. What happens if  
13 your bill's paid and you still get a shut-off notice?  
14 Are there any rules and procedures that are pertaining  
15 to this? They didn't really have anything -- they  
16 weren't looking at the right rules and procedures.  
17 There's probably none in place for this. And there  
18 need to be.

19 They -- not only Liberty, but any utility  
20 company needs to -- lost my train of thought -- needs  
21 to wait and see if -- make sure they're -- there  
22 should be at least a 30-day if you're late. I know  
23 they've got -- they've got their money.

24 Oh, but getting back to that, so, of  
25 course they're not going to find anything because

1 they're looking at just, well, the bill wasn't paid.  
2 And certainly a company has a right if your bill  
3 wasn't paid, like if it's a month or two behind and  
4 it's like well, yeah, if they did everything right.  
5 But what happens again if it was paid and they made a  
6 mistake?

7                   And of course, they didn't charge me  
8 anything, and they shouldn't have, but -- and then the  
9 other thing is I know in the weights and measures law,  
10 the state's not allowed to check meters of any  
11 utility. I guess they're policing themselves. And  
12 being a -- an ex-federal inspector and state, when  
13 they start policing themselves, that's when you get  
14 into trouble.

15                   They need to have somebody kind of  
16 watching out on -- I don't know if their meters are  
17 correct or not. And I don't know who checks them.  
18 But that's why they put like the state or someone  
19 federal in charge of checking these things from time  
20 to time. Now, I don't know what's in place, but there  
21 needs to be something in place if there is a problem  
22 with the bill.

23                   So I think -- I think that's all I've got  
24 for right now. I think that's basically it in a  
25 nutshell.

1 JUDGE CLARK: Okay. Thank you,  
2 Mr. Stiens. I'm going to back up a second. You had  
3 two exhibits that you had discussed and you indicated  
4 you wanted to offer them.

5 MR. STIENS: Yes.

6 JUDGE CLARK: One was the shut-off  
7 notice, the other was the Check Number 716 that you  
8 used to pay your utility bill.

9 MR. STIENS: Yes.

10 JUDGE CLARK: I have relabeled those  
11 Complainant's Exhibit 1 for the shut-off notice and  
12 Complainant's Exhibit 2 for the check.

13 MR. STIENS: Okay.

14 JUDGE CLARK: Are there any objections to  
15 the Court admitting those onto the record?

16 MS. CARTER: No objection from Liberty.

17 MS. PAYNE: No objection from Staff.

18 JUDGE CLARK: Okay. Complainant's  
19 Exhibit 1 and 2 are admitted onto the hearing record.

20 (Exhibits 1 and 2 were received into  
21 evidence.)

22 JUDGE CLARK: At this time it is  
23 Liberty's opportunity to ask you questions, so Liberty  
24 if you'll proceed.

25 MS. CARTER: Thanks, Judge.



1 CROSS-EXAMINATION BY MS. CARTER:

2 Q. Thank you, Mr. Stiens. I'm going to be  
3 talking fairly loudly because of the court reporter so  
4 sorry if it seems like I'm shouting at you.

5 A. Okay.

6 Q. Just wanted to confirm before your March  
7 2001 [sic] statement, you received a bill for that and  
8 it gave you a certain number of days to pay; is that  
9 correct?

10 A. Yes.

11 Q. And you put your payments in the mail on  
12 a Sunday?

13 A. I believe that's what it was, yes.

14 Q. And I believe that's what you had told us  
15 earlier, that you had put it in the mail on a Sunday.  
16 And that was by regular mail, just using like a blue  
17 box?

18 A. Yes.

19 Q. And then as soon as you received the  
20 disconnect notice, the past due notice, that's when  
21 you called the company. Correct?

22 A. Yes.

23 Q. And you were on the phone with them for  
24 30, 35 minutes?

25 A. Thirty-five minutes.

1 Q. And you spoke with three different  
2 individuals with the company during those 35 minutes.  
3 Correct?

4 A. Yes. That's what I've got written down.

5 Q. You said you didn't receive any  
6 satisfaction. What were you asking them to do on that  
7 call?

8 A. I was wanting some type of compensation  
9 or see what they had for sending out a shut-off notice  
10 that -- when a bill had been paid. I didn't think  
11 that was right to get one. I mean, you know, people  
12 get all hyper and all kind of upset. It's like --  
13 when you get something like that.

14 Q. During that call, the customer service  
15 representatives and managers you spoke with, they were  
16 polite with you the entire time. Correct?

17 A. I wouldn't say they were, no.

18 Q. You don't think they were polite to you?

19 A. No, I don't.

20 Q. What did they say that you thought wasn't  
21 polite?

22 A. I don't remember what they said, but  
23 their demeanor was not -- it was kind of like their --  
24 it was kind of like well, too bad.

25 Q. That's how they treated you, you think?

1           A.       That's how I felt they did, yes.

2           MS. CARTER:   Judge, we submitted -- it's  
3 EFIS Item Number 24. We submitted the recorded call  
4 as an exhibit. Is that something we could play today?  
5 Or when Ms. Simkin is on the stand, I would ask to  
6 have it admitted when she can verify exactly what it  
7 is.

8           MR. STIENS:   Could I object to that?

9           JUDGE CLARK:   You can object to it when  
10 they offer it. I believe the appropriate time to  
11 offer it would be when the witness is on the stand.

12          MR. STIENS:   Okay.

13 BY MS. CARTER:

14          Q.       But your memory is they weren't polite to  
15 you?

16          A.       Not to me, no.

17          MS. CARTER:   So Judge, I would like to  
18 refresh his recollection by listening to the call then  
19 or to have it admitted so that could be listened to by  
20 Commissioners.

21          MR. STIENS:   So --

22          JUDGE CLARK:   Hold on just a second,  
23 Mr. Stiens. I'm thinking about this because we have  
24 some foundational issues as well. I think rather than  
25 just juggling witnesses back and forth, that what I'd

1 rather do is wait until your witness gets on the  
2 stand, then you can lay your foundation and offer the  
3 recording appropriately. And I will allow you at that  
4 time to be recall Mr. Stiens if you would like to  
5 question him about that issue.

6 MS. CARTER: Thanks, Judge.

7 JUDGE CLARK: And that will give  
8 Mr. Stiens an opportunity to object to either the  
9 foundation or the recording itself.

10 MS. CARTER: Thank you.

11 BY MS. CARTER:

12 Q. So during that call, the customer service  
13 representatives explained to you the policy about when  
14 a disconnect notice is sent. Correct?

15 A. They were talking about something. I  
16 don't know if they were correct or not.

17 Q. Did they tell you when a disconnect  
18 notice is sent?

19 A. I don't remember.

20 Q. At that time you had already paid the  
21 bill and they told you your account showed a zero  
22 balance. Correct?

23 A. I don't -- can't recall much from it, but  
24 I -- I don't know.

25 Q. They explained to you that you weren't

1 charged a late fee. Correct?

2 A. I believe I remember that part.

3 Q. And they explained to you that you  
4 weren't reported to a credit agency?

5 A. That's what they claim, but I had no  
6 proof of that.

7 Q. And at that point you had not been  
8 disconnected. Correct? There had been no  
9 interruption in your service?

10 A. Well, no. I just got it that day, but  
11 they were threatening to do it on the 23rd.

12 Q. So ten -- more than ten days later?

13 A. Four days, isn't it?

14 Q. What's the date of the notice?

15 A. I called on 4/19.

16 Q. What was the date of the notice that was  
17 mailed to you?

18 A. It was mailed on the 13th.

19 Q. And when did it say you could be  
20 disconnected after?

21 A. The 23rd of April.

22 Q. And that would be if you still hadn't  
23 paid by the 23rd, they were saying you could be  
24 disconnected. Correct?

25 A. I believe so, yes.

1 Q. But at that time, on April 19th, you knew  
2 you had paid and the company told you that that  
3 payment had been reflected and that you would not be  
4 disconnected. Correct?

5 A. They told me I -- I remember that -- that  
6 they received the payment, but I can't recall what  
7 they said about the shut off.

8 Q. You don't recall during that conversation  
9 that they said you could disregard that notice since  
10 you had already paid?

11 A. No. I didn't take down a whole lot of  
12 notes. I just did the what time and how many minutes  
13 and the date. I mean that call was so upsetting, I --  
14 I don't even like to talk about it.

15 MS. CARTER: And Judge, again, I would  
16 like to refresh the witness's recollection with the  
17 recording, but I understand that we'll wait and do  
18 that during Ms. Simkin's testimony.

19 BY MS. CARTER:

20 Q. You also mentioned a situation around  
21 Veterans Day.

22 A. Yes.

23 Q. Did you receive a disconnect notice  
24 during that time period?

25 A. No. This is the only one I've ever --

1 no.

2 Q. So around Veterans Day were you just  
3 calling to check on your bill?

4 A. It was before Veterans Day. And after  
5 Veterans Day, I was calling to see if they received my  
6 payment. It was the same time frame that I was sent  
7 this shut-off notice on.

8 Q. And I'm sorry. I'm maybe not following.  
9 I'm thinking Veterans Day in November? November 11th?

10 A. I believe it was November 11th, yes.

11 Q. But this happened in March and April.

12 A. Right. But I was just checking to see if  
13 maybe there was a problem with the Post Office, there  
14 was a problem on Liberty's end. And the Post Office  
15 got it there in one last day because of Veterans Day.  
16 And they received payment on -- on that Friday and it  
17 was the same time frame that -- as this shut-off  
18 notice was, so.

19 Q. Okay. But you didn't receive a shut-off  
20 notice then in November and, again, your service has  
21 never been disconnected for nonpayment. Correct?

22 A. Correct.

23 Q. That's all the questions I had.

24 MS. CARTER: Thank you, Judge.

25 JUDGE CLARK: Cross-examination from

1 Staff?

2 MS. PAYNE: Just one, your Honor.

3 CROSS-EXAMINATION BY MS. PAYNE:

4 Q. Mr. Stiens, have you checked your credit  
5 report since the occurrence of the filing of the  
6 complaint?

7 A. No, I haven't.

8 Q. Okay. That's all I had. Thank you.

9 JUDGE CLARK: Thank you, Staff.

10 QUESTIONS BY JUDGE CLARK:

11 Q. I have a few questions for you,  
12 Mr. Stiens.

13 A. Okay.

14 Q. And then if any of the Commissioners have  
15 any questions, I'm not going to stop and ask them if  
16 they do, but if they want to unmute at any time and  
17 ask a question after I've asked mine, they're welcome  
18 to do so and I'll leave a brief pause for that.

19 My first question is, you said that you  
20 thought this was an issue of first impression.

21 A. Yes.

22 Q. What do you mean by that?

23 A. Well, you have your rules and  
24 regulations, tariffs concerning the shut-off notice,  
25 when people are behind on their bills. But first



1 impression is do you have rules, regulations and  
2 tariffs, procedures that if a person had paid their  
3 bill and they got a shut-off notice? Are they the  
4 same thing or are they two different issues?

5           They should be two separate ones. You  
6 have one where they didn't pay their bill and they've  
7 got to go through the correct procedure to let them  
8 know they're going to shut it off. Or you've got  
9 where you paid your bill, then what? They're going to  
10 go through the same procedures?

11           Q.     Okay. So what you're saying is there's  
12 no statute, law, Commission rule, or tariff provision  
13 that addresses what happens if you pay your bill but  
14 receive a shut-off notice?

15           A.     Correct.

16           Q.     And that's what you're calling an issue  
17 of first impression?

18           A.     Right.

19           Q.     Okay. My next question is, you indicated  
20 that you were a federal inspector?

21           A.     I was at one time.

22           Q.     Okay. What kind inspector were you?

23           A.     I was a commodity inspector.

24           Q.     Not a utility inspector?

25           A.     No. I did like pasta and flour, things

1 like that for the school programs.

2 Q. Okay. You had -- you had indicated that  
3 there was no way of knowing if your meter was  
4 affected; is that correct?

5 A. That's correct.

6 Q. But you didn't allege in this complaint  
7 that your meter was affected.

8 A. I did not. I just wanted to make note  
9 that I was a weights and measures inspector and in the  
10 weights and measures law, we couldn't check utility  
11 meters; water, electric, gas. And I just wanted to  
12 make that point.

13 I don't know who does or if they police  
14 themselves or what, but I know when I was a federal  
15 inspector, they had us in there checking because I  
16 guess they'd had a problem at one time people being  
17 short or cheating. And so that's why they had the  
18 inspectors in there to make sure everybody -- it was  
19 kind of consumer protection I guess.

20 And same way with weights and measures,  
21 consumer protection is to make sure you're getting  
22 what you pay for. And I have no way of -- you just  
23 get a bill. You don't know if it's right or wrong, if  
24 it's reasonable. You pay it. But if you get a bill,  
25 it doesn't matter. You can't argue with them and say,

1 well, you know, that's -- you don't know if you got --  
2 got what you're paying for or not.

3           And when you try and talk to them and  
4 say, well, I think it's a little high, you know, I  
5 don't have that much money this month, they won't  
6 knock anything off. It's not only Liberty. It's  
7 Everygy -- or KC Power and Light's the same way. All  
8 of them. No, that's just the way it is. There's the  
9 bill, you got to pay it.

10           Q.     Did you express to Liberty at any time  
11 that you thought your meter was incorrect?

12           A.     I'm not -- I'm not sure on that. That  
13 was in that call that I don't like to think about. I  
14 knew that the 97.36 seemed about 30 dollars too high  
15 because my other bill's around 20 to 40. And then I  
16 get this. Of course, in all fairness, there was a  
17 little cooler weather, but I have of knowing how much  
18 gas is being used.

19                     And I don't even know if the quality of  
20 gas -- it's kind of like the difference in a lot of  
21 fuels. Sometimes it will burn quicker and you won't  
22 get as much heat or sometimes it will burn hotter and  
23 you'll get more for your money. I don't know what  
24 kind of gas I'm buying.

25                     So I mean if you think about that

1 difference in fuel like unleaded or premium. Same way  
2 on diesel. I've had some diesel you put it in there  
3 and it burns hotter than others, but you're paying the  
4 same price. So I don't know -- there's a lot of  
5 unknowns there.

6 Q. Now, you indicated that you had called  
7 over after Veterans Day to see if they had received  
8 your payment.

9 A. Right.

10 Q. Is that -- is that something you usually  
11 do when you make a utility payment, that you call to  
12 follow up?

13 A. No. I called to follow up on this  
14 because it's -- it was the same time frame as when I  
15 got this shut-off notice. It was the same five days  
16 as -- I mailed it on a Monday. See, I mailed the  
17 other one on Sunday night, but it really didn't go out  
18 till Monday.

19 So Monday -- so I wanted to call and see  
20 if there was a problem with the Post Office, if they  
21 got it the next week. But then there was Veterans Day  
22 there that the Post Office was off so that was an  
23 extra day, so it was only four days to be delivered.  
24 And they -- I called before to see if they got it in  
25 the three days, they didn't. Then you had Veterans

1 Day, that was the fourth day, they were off. And then  
2 Friday was the fifth day. I called and they'd gotten  
3 it.

4 Q. So you'd received the shut-off notice  
5 first and this was the Veterans Day after that?

6 A. Yeah. It was just to kind see what was  
7 going on, where their payment was going, who was doing  
8 what. So it was going to Dallas and they don't have  
9 any idea down in Joplin or wherever they're at when  
10 they receive it. And I couldn't get any information.  
11 They claim it was in their box at a certain time, but  
12 how do we know that? I don't know.

13 Q. Now, you had indicated that -- or it  
14 had -- it came up, your gas was never shut off.  
15 Correct?

16 A. No. It was never shut off.

17 Q. And you weren't charged anything  
18 additional for this?

19 A. No, I wasn't.

20 Q. You indicated that you think that if you  
21 had -- were on an application for another utility  
22 company, if you were asked if you had a shut-off  
23 notice, that you would have to indicate that you had,  
24 in fact, received one.

25 A. Yeah, I'd have to. I'm not going to lie

1 about it.

2 Q. Okay.

3 A. I -- I actually came across something  
4 like that when I lived in Kansas City when you're  
5 filling out for utilities.

6 Q. Now, if you were asked if your utility  
7 had actually been shut off, then you could answer in  
8 the negative. Correct?

9 A. Well, right. If there was a place to  
10 comment. But a lot of times I've noticed on --  
11 online, you just have to check a box. They won't let  
12 you put a comment in. Or sometimes on the -- on the  
13 paper they'll just have, Have you ever received a  
14 shut-off notice and either yes or no. There's no  
15 explanation.

16 You'd like to say well, I did, but it was  
17 a mistake and blah, blah, blah, but a lot of times you  
18 don't have that. And they take that and they look at  
19 it and say well, this guy has got a shut-off notice.  
20 We better require a deposit or a bigger deposit. I  
21 don't know. It's -- it's an unknown. I don't know  
22 what the damage could be.

23 Q. Okay. So you don't know if they would  
24 actually charge you a bigger deposit?

25 A. No. But they could is my understanding

1 from what I have read about utility companies. I  
2 think some could require deposits, some may not. Some  
3 might require a bigger deposit than normal.

4 Q. And you read this about shut-off notices?

5 A. I did.

6 Q. And where did you read it?

7 A. It was on the internet.

8 Q. All right. Those are all the questions I  
9 have.

10 JUDGE CLARK: Thank you, Mister -- well,  
11 I'm sorry. Liberty, do you have any questions based  
12 upon questions from the Bench?

13 MS. CARTER: Yes, thank you. Just one.

14 RECROSS-EXAMINATION BY MS. CARTER:

15 Q. Mr. Stiens, do you remember being asked  
16 some discovery requests from the company?

17 A. Yes.

18 Q. And the company asked for you to produce  
19 any documentation showing that you had been asked at  
20 any time whether you had received a shut-off notice.  
21 Do you remember being asked that?

22 A. Not exactly no, but.

23 Q. Do you remember seeing -- receiving the  
24 discovery requests?

25 A. I do.

1 Q. And being asked to produce documentation  
2 showing that there had been an issue for you having to  
3 answer a question about having received a disconnect  
4 notice?

5 A. I'm not recalling that.

6 Q. Mr. Stiens, do you have any  
7 documentation, anything you can point to that would  
8 indicate you've ever been asked that question by  
9 someone, if you've received a shut-off notice?

10 A. That's interesting. No. That's been  
11 years ago. And I wouldn't have kept anything like  
12 that.

13 Q. When did you last apply for utility  
14 service?

15 A. Probably with you guys. I don't know.  
16 Maybe 2008. Just -- I'm just guessing.

17 Q. Thank you.

18 JUDGE CLARK: Any questions from Staff  
19 based upon questions from the Bench?

20 MS. PAYNE: No questions. Thank you.

21 JUDGE CLARK: Okay, Mr. Stiens. You can  
22 step down.

23 Okay. Liberty, you want to call your  
24 first witness?

25 MS. CARTER: Angie Simkin.



1 (Angie Simkin sworn in by Judge Clark.)

2 MS. CARTER: Thank you.

3 ANGIE SIMKIN, having been sworn, testified as follows:

4 DIRECT EXAMINATION BY MS. CARTER:

5 Q. If you will please state and spell your  
6 full name for the court reporter.

7 A. Angie Simkin. A-n-g-i-e, Simkin is S, as  
8 in Sam, i-m, as in Mary, k-i-n, as in Nancy.

9 Q. Thank you. How are you employed?

10 A. I'm the manager of customer service.  
11 I've been with Liberty or Empire District for  
12 23 years.

13 Q. Have you been in that same area with the  
14 company for all 23 of those years?

15 A. I started in the Contact Center for many,  
16 many years and then I went to Credit and Collections  
17 for several years and then Billing Operations for  
18 several years there and then I took this position as  
19 the manager. And I've been in this position for  
20 around seven or eight years.

21 Q. Can you summarize for us what your job  
22 duties are as a customer service manager?

23 A. Yes. I handle pretty much all of the  
24 complaints, as far as Commission complaints for -- we  
25 serve four states so I handle Kansas, Oklahoma,

1 Arkansas, and then we rotate in Missouri every third  
2 one in Missouri normally; the Attorney General  
3 complaints; Better Business Bureau complaints; along  
4 with my every day duties. I have 24 individuals under  
5 me, union and nonunion. I have the offices that are  
6 in the Legacy Empire area and then I have Credit and  
7 Collections and then I also have two field personnel.

8 Q. Where is your office located?

9 A. In Joplin, Missouri.

10 Q. And those are the company headquarters  
11 for the Springfield region?

12 A. Yes.

13 Q. And just for clarification, Liberty's  
14 Central Region includes the Empire District Gas  
15 Company. Correct?

16 A. Yes.

17 Q. Do you know approximately how long  
18 Mr. Stiens has been an Empire customer?

19 A. Since 2018.

20 Q. Can you provide the timeline of events  
21 regarding Mr. Stiens' March 19th billing statement and  
22 when he received the disconnect notice?

23 A. So March 19th was his billing date. The  
24 payment due date was on April the 9th. And then the  
25 disconnect notice went out on April the 12th. And the

1 payment posted in our -- Customer Watch is our  
2 operating system -- on April the 13th. And that is  
3 through the third-party processor, our Lockbox. We do  
4 backdate it to the day that they received the payment.

5 Q. And Mr. Stiens called the company when he  
6 received the disconnect notice; is that right?

7 A. Correct.

8 Q. Was that April 19th of 2021?

9 A. Yes.

10 Q. Was that call recorded?

11 A. Yes. All calls are recorded.

12 Q. So that's a normal practice when a  
13 customer calls the company, for the call to be  
14 recorded?

15 A. Yes.

16 Q. And are you familiar with the recording  
17 of Mr. Stiens' call on April 19th, 2021?

18 A. Yes.

19 Q. Did you listen to that call?

20 A. Yes.

21 Q. The voices heard on that call, are those  
22 employees within your office?

23 A. Yes. The Contact Center, yes.

24 Q. And has that call now been logged in the  
25 Commission's electronic filing system?

1 A. Yes.

2 Q. Was that also produced during discovery  
3 in this case?

4 A. Yes.

5 Q. Approximately how long was Mr. Stiens on  
6 the phone with the customer service representatives?

7 A. It was over 30 -- it was between 30 and  
8 35 minutes.

9 Q. Do you believe the customer service  
10 representatives treated Mr. Stiens well and were  
11 polite with him?

12 A. Absolutely. All three individuals were  
13 very, very polite.

14 MS. CARTER: I would ask for the recorded  
15 call to be admitted into evidence in this matter. It  
16 was submitted in EFIS. It's Document Number 24.

17 MR. STIENS: I'd object.

18 JUDGE CLARK: I'll get to that in just a  
19 second. I'm going to call that Respondent's Exhibit  
20 100. Any objection to Respondent's Exhibit 100, the  
21 recorded call?

22 MR. STIENS: Yes.

23 JUDGE CLARK: Okay. What's your  
24 objection, Mr. Stiens?

25 MR. STIENS: I was not notified that it

1 was being recorded and I didn't agree to it.

2 JUDGE CLARK: Okay. You were asked  
3 questions about the recording, is that correct, by  
4 Liberty?

5 MR. STIENS: Yes.

6 JUDGE CLARK: And you indicated to  
7 several of those questions that you did not remember  
8 the content of that phone call.

9 MR. STIENS: Yes, sir.

10 JUDGE CLARK: I understand that this was  
11 an upsetting phone call to you and I'm not trying to  
12 be insensitive, but I do believe it's important for  
13 the Commission to hear that call. And so I'm going to  
14 overrule that objection.

15 MR. STIENS: Well, I have to object.  
16 It's very, very upsetting to me to recall all this.

17 JUDGE CLARK: I understand that. I'm  
18 still going to overrule your objection. Any other  
19 objections?

20 MS. PAYNE: None from Staff.

21 JUDGE CLARK: Okay. Go ahead.

22 MS. CARTER:

23 Q. Thank you. And Ms. Simkin, are customers  
24 notified that the call will be recorded?

25 A. Yes. When they first call in, it states

1 that the call may be recorded for monitoring and  
2 quality assurance purposes.

3 Q. And could a customer then hang up if they  
4 do not consent to the call being recorded?

5 A. Correct.

6 Q. Was Mr. Stiens' service ever disconnected  
7 by Empire?

8 A. No.

9 Q. Was he charged a late fee or a penalty of  
10 any kind?

11 A. No.

12 Q. When the company sends a bill for  
13 service, how quickly is it due after that bill is  
14 sent?

15 A. Twenty-one days.

16 Q. And Mr. Stiens' bill for March 19th,  
17 2021, did that have the 21 days?

18 A. Yes.

19 Q. And is that in compliance with the  
20 company's tariff and the Commission's rules?

21 A. Yes.

22 Q. What is the company's policy regarding  
23 sending disconnect notices?

24 A. The company gives a two-day grace period  
25 before a disconnect issue is noticed. It's an

1 automatic process through the -- the computer, the  
2 information system. It automatically creates that if  
3 the payment is not posted to the account.

4 Q. And when you say two days, that's two  
5 days after the 21 days. Correct?

6 A. Correct, yes.

7 Q. Is this a new policy that the company  
8 has?

9 A. I've been here for 23 years and it's been  
10 that way the whole time, so no.

11 Q. How quickly after a disconnect notice is  
12 sent to a customer may the service actually be  
13 disconnected?

14 A. They'll have ten days after your shut-off  
15 notice. Then that night, in our computer information  
16 system, it will generate a phone call to be produced  
17 the next day through our dialer. So they would  
18 receive a phone call the next day and then it could be  
19 disconnected after that point.

20 Q. And is there a second phone call as well?

21 A. Yes, it will produce -- it will do two  
22 phone calls. And actually it will produce more than  
23 that. It depends on the numbers associated with the  
24 account, but very well could get quite a few.

25 Q. And that's all -- again, you have the

1 21 days and the 10 days and then also the phone calls  
2 before a disconnect would actually take place?

3 A. Yes. And the two days before the  
4 shut-off notice is created, yes.

5 Q. To your knowledge, is the company's  
6 policy on sending disconnect notices and when they  
7 could actually disconnect, to your knowledge, is that  
8 in compliance with the company's tariff and the  
9 Commission's rules?

10 A. Yes.

11 Q. There was mention of a Lockbox. Can you  
12 tell us what that is?

13 A. So a Lockbox is a third-party provider.  
14 Normally they're banking institutions, which is what  
15 ours is. It's J.P. Morgan. They make multiple trips  
16 daily, Monday through Friday, up to our PO Box in  
17 Dallas, retrieving payments. They take them back to  
18 their location and it's -- they have spent a lot of  
19 money to get all of their systems automated the best  
20 that they can. It's very accurate. They're very  
21 fast. They would be way more fast and accurate versus  
22 us doing them in the office.

23 It's all -- a lot by -- through machines  
24 and they scan the MICR line, they scan the check or  
25 money order, whatever is sent, and then it gets sent



1 to us the next day or that night in a file. And then  
2 it automatically posts into our computer information  
3 system.

4 Q. And is that why Empire uses a Lockbox  
5 instead of processing payments --

6 A. Absolutely.

7 Q. -- in the Joplin office?

8 A. Absolutely, yes. Yes. And we do process  
9 payments at the Joplin office that come in over the  
10 counter, but the mail payments all go to Dallas  
11 because it's a lot faster and more accurate.

12 Q. And you said the banking institution is  
13 J.P. Morgan?

14 A. Yes.

15 Q. And that's a large banking institution.  
16 Correct?

17 A. Very large, yes.

18 Q. And that those payments are processed in  
19 Texas?

20 A. Yes. In Dallas.

21 Q. And why does the company use a Lockbox in  
22 Dallas, Texas?

23 A. In 2018, when we switched banking to  
24 J.P. Morgan, we were given the option of either Dallas  
25 or Denver. We figured due to the snow in Denver,

1 there would be a time delay so we thought Dallas was  
2 our best option.

3 Q. So J.P. Morgan just gave those two  
4 choices for where the PO box would be located?

5 A. Yes.

6 Q. And when Empire Gas customers receive  
7 their bill, they are shown the payment address, that  
8 PO Box in Texas. Correct?

9 A. Correct.

10 Q. When someone is applying for service with  
11 Liberty, does the company ask if they have ever  
12 received a shut-off notice?

13 A. No. In order to waive a deposit, we may  
14 ask for a letter of credit from another utility. And  
15 that would have different information depending upon  
16 that utility what they send over as far as shut-offs,  
17 if they've been disconnected. But no, we do not  
18 specifically ask if you've ever received a shut-off  
19 notice.

20 Q. Has anything -- anything been reported  
21 negatively on a credit report for Mr. Stiens?

22 A. No.

23 Q. When does the company make reports to the  
24 credit agency?

25 A. So an account actually has to go into a

1 final bill status and then go into write off. At that  
2 point it will get turned over to a collection agency.  
3 They will exhaust their efforts trying to collect  
4 that. And then after 90 days of trying to do the  
5 collections, if they're unable to collect, that  
6 following month, the beginning of the next month, it  
7 would go -- be reported on their credit.

8 Q. And again, this would all happen long  
9 after what happened here with Mr. Stiens?

10 A. Absolutely, yeah. We don't do anything  
11 like that on active accounts.

12 Q. What are the different ways a customer  
13 can make a payment for gas service other than mailing  
14 it in?

15 A. Online or via the web -- I'm sorry, the  
16 web or IVR are options. There are fees. It's an  
17 outside third-party vendor. Or there are locations  
18 that you can walk into and use a kiosk.  
19 Unfortunately, there aren't very many around  
20 Maryville. They're further away.

21 Q. Can you pay electronically, I'm assuming,  
22 through your own checking account. Correct?

23 A. Yes. You can also, yeah, initiate a  
24 payment from your personal checking account to us, and  
25 most banks don't charge fees for that. Or you can go

1 on auto pay where you've got that set up with us and  
2 there is no fee for that.

3 Q. Is anything negatively reflected on  
4 Mr. Stiens' account right now with Empire Gas?

5 A. No.

6 Q. Thank you. That's all the questions I  
7 have.

8 JUDGE CLARK: Do you want to play your  
9 recording?

10 MS. CARTER: It's all right with me,  
11 Judge, that we don't play it here, that it is admitted  
12 in evidence and perhaps the Commissioners or you could  
13 listen to that separately. If you'd like to play  
14 it -- I just know Mr. Stiens wasn't wanting to hear it  
15 right now.

16 JUDGE CLARK: Okay. Then I will show  
17 Respondent's Exhibit 100 as admitted on to the record.

18 (Exhibit 100 was received into evidence.)

19 MS. CARTER: Thank you.

20 JUDGE CLARK: I will also note that also  
21 present today remotely is the Chairman of Commission,  
22 Ryan Silvey.

23 At this time Mr. Stiens, do you have any  
24 questions for this witness?

25 MR. STIENS: Yes.

1 JUDGE CLARK: Go ahead. And please feel  
2 free to come up closer to the microphone.

3 CROSS-EXAMINATION BY MR. STIENS:

4 Q. What was your name again?

5 A. Angie Simkin.

6 Q. Angie?

7 A. Uh-huh.

8 Q. Wow. You sounded really good there. It  
9 sounded like Liberty is really efficient.

10 A. Thank you.

11 Q. I'm just wondering with all that that you  
12 said, why I received a shut-off notice in error?

13 A. Well, sir, it came in the same day the  
14 shut-off notice was created. So the shut-off notice  
15 was already in the process of being mailed out when  
16 your payment --

17 Q. Now, what was --

18 A. -- came in.

19 Q. -- that same day?

20 JUDGE CLARK: Don't interrupt the  
21 witness, please. Let her finish answering before you  
22 ask your next question.

23 THE WITNESS: So we received the payment  
24 the day later. So it was already in the process. And  
25 we backdate it to the day we receive the payment of

1 the 12th. We received it -- we technically received  
2 it on the 13th. The Lockbox received it on the 12th.  
3 They send us a file and we get that overnight. So the  
4 shut-off notice had actually been produced.

5 BY MR. STIENS:

6 Q. So what date was the 12th?

7 A. April the 12th was a Monday. Is that  
8 what you're asking, if it's a Monday?

9 Q. Yes.

10 A. Yes, it's a Monday.

11 Q. So is the payment center open on  
12 Saturdays?

13 A. No. Monday through Friday.

14 Q. It's not open on Sunday either?

15 A. No, sir.

16 Q. So do they receive mail on Saturday?

17 A. I would assume that it would just be like  
18 any other Lockbox, any other PO Box; they would  
19 receive mail and they would just have a really big --  
20 you know, Monday would be a really big day for them.

21 Q. So payment could have been in there  
22 Friday or Saturday; is that correct?

23 A. If it was there Friday, we would have had  
24 it processed. If it came in Saturday, that's not a  
25 normal business day that we processed on Monday. Just

1 the same as if you would go to an office and put it in  
2 the night box, that would get processed the following  
3 Monday.

4 Q. But you don't really know that  
5 specifically, do you?

6 A. No, sir. I do not know when it came in.  
7 I mean Monday was the first notification. And they  
8 make multiple trips every day up to the Post Office to  
9 get -- the mail that comes in, you know, keeps coming  
10 in.

11 Q. So basically the customer is at their  
12 mercy when they want to get it and post it?

13 A. I'm sorry. The Lockbox or --

14 Q. A Liberty customer is at your collection  
15 center's mercy when they want to pick it up and post  
16 it?

17 A. Well, they make multiple trips a day. I  
18 mean our file that comes in is very, very large every  
19 day. I mean it's not like -- there's nothing on one  
20 day. I mean it's a large file every day. So they're  
21 processing multiple, multiple payments every day.

22 Q. So you said you were in Credit and  
23 Collections?

24 A. Uh-huh.

25 Q. Does Liberty send out a lot of shut-off

1 notices?

2 A. Yes. If a customer is behind, a shut-off  
3 notice does go out after -- if they haven't paid it  
4 two days afterwards -- after the due date.

5 Q. What would be a common number per month  
6 do you think you might send out, just a ball park?

7 A. With all of our commodities in all of our  
8 states?

9 Q. Just gas.

10 A. I wouldn't have that -- I wouldn't even  
11 begin to know, honestly, how many that would be. I'm  
12 sorry, sir.

13 Q. Have they ever sent a shut-out --  
14 shut-off notice out to customers like me that had paid  
15 their bill? I mean am I the only one?

16 A. Well, if your payment was in the mail and  
17 it crisscrossed -- I mean like -- like that's what  
18 happened with yours. It was in the mail, the shut-off  
19 notice was created and produced and on its way and  
20 then your payment posted. That -- I mean that could  
21 have happened. I'm not going to say that no, that  
22 it's never happened. It is a possibility.

23 Q. So getting back to this call and the day  
24 I got the shut-off notice, did you talk to me that  
25 day?



1 A. No, sir. It was not me.

2 Q. So I talked to three different people; is  
3 that correct?

4 A. Yes.

5 Q. So why is it I had to talk to three  
6 different people?

7 A. You were asking for somebody higher each  
8 time. So you were given the representative and then a  
9 senior representative, which is how our process works.  
10 And then a supervisor. And you know, they all were  
11 apologizing to you, telling you please disregard the  
12 shut-off notice, the payment has posted, you're good,  
13 you don't need to worry about it.

14 Q. But couldn't just one person -- if they  
15 were a good customer service person, I would just have  
16 to talk to one, not three?

17 A. Sometimes customers are not happy with  
18 that answer, even though it's a correct answer and  
19 they just keep wanting somebody higher and higher  
20 until they get at what they're hoping is a different  
21 answer.

22 Q. So to be clear, you talk about as being  
23 recorded for quality purposes?

24 A. Uh-huh.

25 JUDGE CLARK: Go ahead, Mr. Stiens.

1 BY MR. STIENS:

2 Q. So what exactly is quality purposes?

3 A. So we have Quality Assurance as a  
4 department. And they will pull calls and monitor  
5 them and critique the reps to make sure that, number  
6 one, they're telling the correct information. Is  
7 there any improvement? We use it for training  
8 persons. How could we have had this call go better?  
9 What could we have changed? Maybe if you suggested  
10 this, the call would have been a little bit better.  
11 So that's the type of quality assurance purposes we  
12 have.

13 Q. So then the calls aren't actually for  
14 evidentiary -- evidentiary hearings or any other court  
15 matters; is that right?

16 A. It's -- it can be -- it's recorded for  
17 quality and monitoring purposes, but --

18 Q. But --

19 A. -- you're saying this is a quality issue  
20 so it would be considered for this, yes.

21 Q. But not for court?

22 MS. CARTER: Object to the question  
23 that -- the witness would not be the one determining  
24 whether a recorded call could be used in a proceeding.

25 JUDGE CLARK: That will be sustained.

1 Mr. Stiens, if you could move on to another line of  
2 questioning.

3 BY MR. STIENS:

4 Q. Did you get my permission that day to  
5 record?

6 A. By say-- it states that up front. And so  
7 if you would prefer not to have it recorded, then you  
8 would, you know -- you could either hang up on the  
9 call, you could get -- contact us in writing or via  
10 e-mail. That would be another way if you did not want  
11 the call recorded. But if you're going on through  
12 there, it lets you know that your call has been -- or  
13 will be recorded.

14 Q. How many times does it state that?

15 A. At least once. I don't know that that  
16 plays over, but I know it says it at least once.

17 Q. Did any of your customer reps ask me?

18 A. For your permission?

19 Q. For my permission.

20 A. No, sir, because it says that up front.  
21 When you call in to pretty much any place, even if  
22 it's a credit card place asking a question on your  
23 account, they -- pretty much every place does that.  
24 It's a standard procedure.

25 Q. Wouldn't you agree that that is not an

1 agreement of me consenting to that?

2 A. If you did not agree to that, then you  
3 would have to tell them that up front.

4 Q. But --

5 A. Or you could --

6 Q. -- you didn't state that though.

7 A. Yes, it was stated in the recording up  
8 front when you call in.

9 Q. That -- it stated that if you don't agree  
10 with this, then you need to let us know and we'll shut  
11 it off or we'll hang up?

12 A. No, it does not say that.

13 Q. Okay. As far as your policy and  
14 procedures, it re-- you follow when a person hasn't  
15 paid their bill and you get a shut-off notice, does  
16 your policy and procedures cover what happened if you  
17 sent a bill that's been paid and they still get a  
18 shut-off notice?

19 A. Like yours that crisscrossed in the mail?

20 Q. Yes.

21 A. I mean that may happen from time to time.  
22 And if somebody calls in, we just ask you to disregard  
23 it. We have no intent of going through. And how our  
24 procedure works is you would also get the phone  
25 attempts. And you did not receive any phone attempts

1 after your ten days. So we would not be able to  
2 disconnect you without attempting to contact you by  
3 phone.

4 Q. Well, I understand all that, but I asked  
5 you because your policy and procedures cover when you  
6 send a shut-off notice, but the bills already been  
7 paid.

8 A. Well, if somebody has a payment in --  
9 logged into our customer information system, then a  
10 shut-off notice is not produced. So in this case,  
11 they crisscrossed in the mail. And that -- it may  
12 happen occasionally. And so if a customer calls in,  
13 we confirm the payment is posted and our policy is to  
14 tell them please disregard the shut-off notice.

15 Q. Okay. So actually you don't have any  
16 policy or procedures in your company that cover when a  
17 bill has been paid and you still send them a shut-off  
18 notice?

19 MS. CARTER: I'm going to object.  
20 Ms. Simkin just answered that, that they do and the  
21 policy is to tell the customer to disregard the  
22 notice.

23 THE WITNESS: Yes.

24 JUDGE CLARK: Is that -- allow me to  
25 clarify. Is that -- I think what Mister -- and

1 correct me if I'm wrong, Mr. Stiens. I think what  
2 he's getting to, is that something that you're trained  
3 to do?

4 THE WITNESS: Yes. If -- so if, by  
5 chance, they crisscross in the mail, we confirm that  
6 the payment has posted. We confirm you're not in  
7 jeopardy of disconnect, please disregard the shut-off  
8 notice.

9 That is what we tell our representatives.  
10 It's trained if that does happen. And it happens  
11 occasionally. I mean it's -- I mean, but it's all in  
12 the timing of the mail. We cannot control the mail  
13 and how long it takes to get there.

14 BY MR. STIENS:

15 Q. Nor can I.

16 A. Correct.

17 Q. But -- so what you're saying is basically  
18 your procedures cover both -- cover shut-off notice,  
19 whether your bill has been paid or not been paid?

20 A. Yes.

21 Q. Okay. Just a few more questions. Did  
22 you bring a copy of an application for service today?

23 A. No, sir, I did not. You can find one  
24 online. LibertyUtilities.com. We have our  
25 application online.

1 Q. Okay. The problem is I don't have it  
2 here today to present it to you. You didn't bring  
3 one?

4 A. No, sir.

5 Q. So are you specifically online or can you  
6 fill out one in paper?

7 A. We don't have paper applications. For  
8 residential, it's either online or over the phone.  
9 And most typically, it is over the phone.

10 Q. Okay. So you don't know if there's a  
11 question or you do know there's a question on there  
12 about have you ever received a shut-off notice?

13 A. That is not a question we ask, sir,  
14 either online or over the phone or in person. We have  
15 offices in different locations and we don't ask that  
16 there either.

17 Q. So it's up to any utility company to ask  
18 that? So one company may and another company may not?

19 A. If you're referring to a letter of  
20 credit -- like if you're moving from one utility  
21 company to another, we ma-- we would ask for a letter  
22 of credit as a way to waive your deposit. And each  
23 company has pretty much the same thing on there.  
24 Mainly we're looking for the number of times you've  
25 been disconnected or number of late fees. But we do

1 not say did they receive a shut-off notice.

2 Q. Well, you just said something about we  
3 look for the number of times you've been disconnected.

4 A. Uh-huh.

5 Q. As in got a shut-off notice?

6 A. No. Disconnected is completely  
7 different. It's when your power or your gas has been  
8 completely disconnected. Like if we actually have to  
9 send somebody out there to try to collect payment and  
10 you're not able to fulfill your payment obligation,  
11 then your services would be disconnected at that time.  
12 So we look at that.

13 Q. So they don't get a shut-off notice  
14 before that?

15 A. Well, yes, sir. That's the whole  
16 process.

17 Q. So it is a shut-off notice?

18 A. No. A shut-off notice is different. You  
19 get the shut-off notice before. Then you would  
20 have -- how our process works, then you'd have your  
21 ten days to make your payment. And then the next day,  
22 we would make our phone attempt.

23 And if we're not able to either make an  
24 arrangement with you or, you know, have -- come to  
25 some kind of payment terms, then it could be that a



1 truck is dispatched to go to your address, knock on  
2 the door, try to collect the payment. And if you're  
3 not able to make the payment at that time, services  
4 would be disconnected.

5 Q. Right. I got that part, but --

6 A. But a shut-off notice is different than a  
7 disconnection.

8 Q. So a disconnection --

9 A. A disconnection is actually dispatching a  
10 field personnel to that.

11 Q. You're saying actually physical?

12 A. Yes.

13 Q. But before that, you would have gotten a  
14 shut-off notice?

15 A. In order to get that far, yes.

16 Q. In order to get to a disconnection?

17 A. Yes.

18 Q. Okay.

19 A. But you could have, in theory, had  
20 multiple shut-off notices and not been disconnected at  
21 all or maybe just one time and --

22 Q. Getting back to our application. So you  
23 ask on there if you ever had any disconnections?

24 A. Not on our application.

25 Q. You don't?

1           A.     If you're asking -- if you're sending a  
2 letter of credit from another utility in order to like  
3 waive your deposit --

4           Q.     No. I'm not asking -- I don't want  
5 letter of credit. On your application --

6           A.     We do not ask --

7           Q.     -- do you ask --

8           A.     No.

9           Q.     -- how many disconnections you've had  
10 or --

11          A.     No.

12          Q.     -- shut-off notices?

13                   JUDGE CLARK: Let him finish his  
14 question, please.

15 BY MR. STIENS:

16          Q.     So that -- so there's no question on  
17 there how many disconnections have you had or have you  
18 had any or have you received any shut -- a shut-off  
19 notice ever?

20          A.     No to all of those.

21          Q.     Okay.

22          A.     No, sir.

23          Q.     All right. I believe that's all.

24                   JUDGE CLARK: Thank you, Mr. Stiens. Any  
25 cross-examination from the Commission Staff?

1 MS. PAYNE: I do have a few questions.

2 CROSS-EXAMINATION BY MS. PAYNE:

3 Q. Ms. Simkin, you mentioned when you were  
4 discussing the online payment portal IVR.

5 A. So that's over the phone, I'm sorry.

6 Q. No, that's okay. I just wanted to  
7 clarify. In relation to this complaint, did Liberty  
8 review the language of its shut-off notice?

9 A. Yes. The Commission did ask us to make  
10 some changes. And the change, on the shut-off notice  
11 it says, May be shut off on or after, and then it  
12 gives a date. And I think -- I believe it said, May  
13 be shut off on or after payment -- if payment has been  
14 made I believe is what we had changed to. It was the  
15 suggestion from the Commission.

16 Q. Okay. Thank you.

17 A. Uh-huh.

18 Q. Did Liberty check Mr. Stiens' meter in  
19 connection to this complaint?

20 A. Honestly, I -- I'm not sure on that one.  
21 I apologize. I could probably find out for you.

22 Q. Okay.

23 A. I apologize. I'm not 100 percent sure on  
24 that and I don't want to say the wrong thing.

25 Q. Did Mr. Stiens ask to have his meter

1 checked in connection with the complaint?

2 A. No, sir -- no, ma'am.

3 Q. And in the line of questioning you kind  
4 of answered this, but I wanted to clarify a little  
5 bit. You said occasionally customers receive a  
6 shut-off notice even though they've sent payment  
7 because the payment hasn't been processed yet. Would  
8 you say is this something that's happening weekly,  
9 monthly?

10 A. I mean every -- I would say every great  
11 once in a while. I don't know. I mean we have, you  
12 know, several hundred thousand customers and so it's  
13 not -- not anything that we've been concerned with.  
14 We don't get very many phone calls about it at all.  
15 It's something pretty rare. I mean it's a timing  
16 thing on when everything happens.

17 Q. So the company wouldn't say that there's  
18 a consistent scenario of this happening?

19 A. No, ma'am.

20 Q. Okay. I think that's all I have.

21 A. Okay.

22 Q. Thank you.

23 QUESTIONS BY JUDGE CLARK:

24 Q. Okay. Ms. Simkin, I have just a couple  
25 questions actually. Maybe just one. You had

1 indicated that Mr. Stiens' bill was due on April the  
2 9th; is that correct?

3 A. Yes.

4 Q. And the shut-off notice was issued on the  
5 12th?

6 A. Right. The disconnect notice was the  
7 12th, yes.

8 Q. Now, without having the rules in front of  
9 me or Liberty's tariffs, is there a reason why it was  
10 issued three days after the due date?

11 A. It's -- we give you the two days as a  
12 grace period. So it's actually -- was actually  
13 printed on the 11th or created on the 11th and mailed  
14 on the 12th. So that would be your two days on there.  
15 I'm sorry.

16 Q. Now, when you say a grace period, you  
17 believe that's a grace period that Liberty provides  
18 and it's not part of any Commission rule or our tariff  
19 rule?

20 A. Correct. Correct. To my knowledge,  
21 that's not.

22 Q. All right. Thank you. That answers my  
23 question.

24 JUDGE CLARK: Mr. Stiens, do you have any  
25 questions based upon questions from the Bench? Based

1 upon the question I just asked.

2 MR. STIENS: No, I don't.

3 JUDGE CLARK: I don't know if the court  
4 reporter heard that. I'll say that Mr. Stines --  
5 Stiens indicated no.

6 Staff, any follow-up based upon the Bench  
7 question?

8 MS. PAYNE: No questions, thank you.

9 JUDGE CLARK: And any redirect based on  
10 upon the question?

11 MS. CARTER: Yes.

12 REDIRECT EXAMINATION BY MS. CARTER:

13 Q. Ms. Simkin, when you were talking with  
14 Staff counsel, she asked you if the company had made a  
15 change.

16 A. Uh-huh.

17 Q. And you stated that it was suggested by  
18 the Commission. Was that actually a suggestion by the  
19 Staff of the Commission?

20 A. Yes. I'm sorry.

21 Q. I just wanted to make sure that was  
22 clear.

23 A. I'm sorry. Yes.

24 Q. Thank you.

25 JUDGE CLARK: Ms. Simkin, you can step

1 down. I'm going to ask that you stay here for at  
2 least a little while in case other questions come up.

3 THE WITNESS: Sure.

4 JUDGE CLARK: Liberty, you may call your  
5 next witness.

6 MS. CARTER: Jon Harrison.

7 (Jon Harrison sworn in by Judge Clark.)

8 JUDGE CLARK: Go ahead, Liberty.

9 JON HARRISON, having been sworn, testified as follows:

10 DIRECT EXAMINATION BY MS. CARTER:

11 Q. Thank you. If you'll please state and  
12 spell your full name for the court reporter.

13 A. Jon Harrison, J-o-n H-a-r-r-i-s-o-n.

14 Q. How are you employed?

15 A. I'm the director of Customer Experience  
16 for Liberty Central Region in Joplin, Missouri.

17 Q. What are your job duties in that  
18 position?

19 A. They include Billing, Contact Center  
20 management, Credit and Collections, Communications.  
21 And I also have responsibility for system  
22 implementations and I will handle damage claims and  
23 net metering responsibilities.

24 Q. And Ms. Simkin, who just testified, is  
25 she within your department?

1           A.     She is.

2           Q.     Is it your understanding that the  
3 company's billing practices are in line with the  
4 company's tariffs and the Commission's rules?

5           A.     Yes.

6           Q.     Why is it the company's policy to send a  
7 disconnect notice two days after a missed payment?

8           A.     I think there's several reasons for that.  
9 First, the disconnect notice does serve as a reminder  
10 that a payment is due. That's important so customers  
11 are aware that there's an outstanding balance to  
12 prevent additional arrears from accruing.

13                     We want to make sure that we are  
14 communicating effectively with customers to prevent  
15 them from having to enter into payment agreements, for  
16 example, or to have to pursue some sort of financial  
17 assistance through our different agencies.

18                     I think it's important to recognize that  
19 notices that payments are past due also serve to  
20 reduce delinquencies and bad debt expense, which  
21 reduces cost to the company, and also reduces cost to  
22 ratepayers.

23                     And then I think also importantly  
24 disconnect notices are -- is a document that's  
25 required should customers require financial assistance



1 in our low-income programs. That document enables  
2 them to get that, assuming they qualify financially  
3 for that assistance.

4 Q. Will Mr. Stiens receive another  
5 disconnect notice in this situation or has the company  
6 taken some action to see that that doesn't happen?

7 A. No, ma'am. He will not receive another  
8 disconnect notice because we have taken the action to  
9 suspend the notices for Mr. Stiens should he be  
10 qualifying for one in the future.

11 Q. So if it happened that his payment  
12 crosses in the mail, there won't automatically be a  
13 disconnect notice generated on his account again; is  
14 that correct?

15 A. Yes, that's correct.

16 Q. Why can't the company or why doesn't the  
17 company do that for everyone?

18 A. The reminders of past due balances are a  
19 best practice. It's an industry standard, a utility  
20 industry standard. It's an important reminder. As I  
21 mentioned, it's required for low-income support. So  
22 this is a document -- should a customer have a  
23 financial need and they present that need to an  
24 agency, for example, in our low-income housing  
25 program, LIEAP, housing assistance program, that

1 document is required for a customer to get a grant.  
2 So it's a critical piece of information to support the  
3 grant application.

4           The utility is obligated to provide the  
5 notice in advance of the field disconnect. Okay? And  
6 it also triggers certain work flows, which  
7 systematically the two calls that we've talked about  
8 in the prior testimony come subsequent to the  
9 disconnect notice, ten days later, so it's part of the  
10 work flow process as well.

11           Q.     Ms. Payne had asked Ms. Simkin about a  
12 suggested change in practice.

13           A.     Right.

14           Q.     Is it your understanding that the Staff  
15 of the Commission investigated Mr. Stiens' allegations  
16 in this complaint?

17           A.     Yes. It's my understanding they did.

18           Q.     And that they found there were no  
19 violations by the company?

20           A.     That's my understanding.

21           Q.     But they did suggest a change in  
22 practice?

23           A.     Correct.

24           Q.     What was that suggested change?

25           A.     Staff identified payment language that

1 could be misinterpreted and recommended it be changed  
2 to make it more understandable.

3 Q. And is this on the disconnect notice  
4 itself?

5 A. It is.

6 Q. Do you happen to know what the change is,  
7 what the language change is?

8 A. I do. I do. And basically it -- we made  
9 a change -- and this was an example from an actual  
10 disconnect notice where that language stated,  
11 Disregard if the payment is made after a certain date.  
12 And that language was changed to, Please disregard if  
13 this past due amount has already been paid.

14 Q. So in the situation of, for example,  
15 Mr. Stiens when he received his, it would be -- no  
16 matter when he made the payments, it would be telling  
17 him to disregard the notice --

18 A. Yes, ma'am.

19 Q. -- if payment had been made?

20 A. Correct.

21 Q. And the company agreed to make that  
22 change on Staff's suggestion?

23 A. We did.

24 Q. And it's already been implemented and it  
25 now is in practice; is that correct?

1 A. Yes, that's correct.

2 Q. Thank you. I don't have any other  
3 questions.

4 JUDGE CLARK: Mr. Stiens, do you have any  
5 questions for this witness?

6 MR. STIENS: Just a few.

7 JUDGE CLARK: Can you get a little closer  
8 to the microphone, please?

9 CROSS-EXAMINATION BY MR. STIENS:

10 Q. All right. Okay, Mr. Harrison. You just  
11 mentioned about additional expenses, disregard if the  
12 bill has already been paid. How many days do you let  
13 that go before you send that out?

14 A. The disconnect notice, sir?

15 Q. Yes. Shut-off notice rather.

16 A. Right. Okay. So the policy is ten days  
17 after the due date. We basically will have -- a due  
18 date in your case was -- let me just make sure my  
19 dates are right. We mailed you the statement on the  
20 5th, your due date was on the 9th, payment was in the  
21 Lockbox on the 12th.

22 So the disconnect notice was mailed  
23 effectively 12 days after the due date -- two days  
24 after the due date, excuse me. And then there's a  
25 ten-day period subsequent to that.

1           Q.     I'm just wondering.  Additional expense  
2 to the company to send out and -- states that  
3 disregard if it's been paid, you know, you've gone  
4 through all this paperwork, you've got to send it out  
5 through the mail which, you know.  costs a little bit.  
6 If you've got that many customers as -- as they  
7 stated, why would you put disregard?  Wouldn't you  
8 just wait a longer time and not send that out and that  
9 would be less expense for the company?

10           A.     Well, I think the answer to that really  
11 lies in the fact that the past due reminder, in this  
12 case the disconnect notice, serves multiple purposes.  
13 The first is in the event that the customer forgot to  
14 mail the payment, wasn't able to get a stamp --  
15 there's a number of reasons why a customer might  
16 forget to mail that payment so it serves as a  
17 reminder, number one.

18                     Two, it also supports, you know, our  
19 efforts to be paid on a timely basis.

20                     Three, I think the important point here  
21 though, particularly with regard to customers in need,  
22 that document serves as a -- as evidence that the  
23 customer has, in fact -- is subject to a disconnect  
24 notice and if they qualify financially for low-income  
25 assistance, that disconnect notice then is part of the

1 application package to get that assistance.

2 Q. So of course, when I called in and I was  
3 not happy with your customer service reps, I was so  
4 mad that I would like to have told them to keep your  
5 gas, I'll go somewhere else. But isn't it true I  
6 can't go anywhere else? You're the only player in  
7 town?

8 MS. CARTER: I'm going to object to the  
9 question that that's not relevant to this proceeding.

10 JUDGE CLARK: I'm going to allow him to  
11 answer, if he knows the answer.

12 THE WITNESS: I'm not aware of other  
13 sources of gas in this -- in this part of Missouri.

14 BY MR. STIENS:

15 Q. So the Staff did come up that there were  
16 no violations as far as procedures, but it's my  
17 contention that they weren't comparing apples to  
18 apples. Do you think they were doing the same thing  
19 looking at your procedures as the shut-off notice  
20 covers whether you paid your bill or not?

21 JUDGE CLARK: Can you clarify that  
22 question? I'm not sure I understand the question.

23 MR. STIENS: I think I'll just withdraw.

24 JUDGE CLARK: I don't want to keep you  
25 from asking it. I just didn't understand the question

1 when you said apples to oranges [sic]. Are you  
2 talking again about a policy regarding whether --  
3 whether or not there's a policy for when this happens?

4 MR. STIENS: Okay. Well, yes. The Staff  
5 was looking at your rules and regulations as a  
6 shut-off notice if someone is in arrears or actually  
7 hadn't paid their bill, was getting ready that needed  
8 to be shut off or pay it or -- and that would be  
9 apples to apples.

10 But in this case, the bill was paid and  
11 the Commission really -- or the Staff really couldn't  
12 look at anything because it would be looking from  
13 apples to oranges, because there really wasn't any  
14 policy in place of what happened if you did pay it and  
15 you got a shut-off notice.

16 JUDGE CLARK: Okay. That -- that sounded  
17 less like a question and more like a comment.

18 MR. STIENS: A comment, okay.

19 JUDGE CLARK: And secondly, I don't know  
20 that that was a question for this witness, if it's  
21 about Staff's report. I think Staff's witness would  
22 be more appropriate.

23 MR. STIENS: I'll just withdraw. And  
24 that's all.

25 JUDGE CLARK: You can try and ask that of

1 Staff's witness. Do you have any further questions?

2 MR. STIENS: No. No.

3 JUDGE CLARK: Any cross-examination from  
4 the Commission Staff?

5 MS. PAYNE: Just one out of curiosity.

6 CROSS-EXAMINATION BY MS. PAYNE:

7 Q. Did Liberty check Mr. Stiens' meter in  
8 relation to this complaint case?

9 A. I'm not aware that Liberty did.

10 Q. Okay. Thank you. That's all I have.

11 QUESTIONS BY JUDGE CLARK:

12 Q. Okay. I have one question for you and  
13 that regards these shut-off notices. And it seems  
14 like a lot of Mr. Stiens' concern is that he's  
15 received this notice and in his mind he can't  
16 unreceive it. It's been issued and he's received it  
17 and he received it having sent payment in.

18 In these rare instances where this  
19 happens, where things may cross in the mail or mail  
20 may get delayed but the customer has sent in payment  
21 timely and they've expressed concern about that, is it  
22 possible for the company to issue a notice recalling  
23 or rescinding the shut-off notice such that Mr. Stiens  
24 could say no, I haven't received one; it was recalled,  
25 slash, rescinded?



1           A.     I think it would be very possible. Not  
2 necessarily to rescind it, but to acknowledge that the  
3 payment had been received on a timely basis;  
4 therefore, it was appropriate to disregard the notice  
5 that was sent.

6           Q.     So you think you could send something to  
7 that effect, even if you couldn't send a notice  
8 rescinding or recalling?

9           A.     Yeah. Based on a customer request, I  
10 think the company would be glad to do that if that  
11 was -- if that was important to a customer. My  
12 feeling is that -- this would simply be an  
13 acknowledgement of what was already expressed on the  
14 phone call.

15          Q.     Okay. Thank you. I have no further  
16 questions.

17                   JUDGE CLARK: Mr. Stiens, do you have any  
18 questions based upon my question?

19                   MR. STIENS: I have one more.

20                   JUDGE CLARK: Come on up.

21 RECROSS-EXAMINATION BY MR. STIENS:

22          Q.     The Judge made a good point here. I --  
23 would you say that instead of disregarding the  
24 shut-off notice, that one should -- the company should  
25 send one that should say void -- void the previous

1 shut-off notice?

2           A.     I think every circumstance is unique.  So  
3 in the event a customer were to make a specific  
4 request, I think the company would certainly be  
5 receptive to that request.  Because what we're doing  
6 is we're basically documenting what was discussed on  
7 the call relative to the disconnect that was sent and  
8 crossed with your payment, suggesting that it was  
9 appropriate to disregard the notice.  And we -- I  
10 think we would be glad to acknowledge that in any form  
11 that the customer would require.

12           Q.     So you're saying it should be the  
13 customer to initiate it, not the company?

14           A.     I think it's because the company -- the  
15 company feels that the customer has been satisfied by  
16 virtue of communication that may have taken place in  
17 the Contact Center or certainly because the customer  
18 is aware that the payment has processed, there's no  
19 arrears on the account and the disconnect notice is  
20 not in effect.

21           Q.     Wouldn't it be actually on the company  
22 to -- if you sent a shut-off notice that was  
23 incorrect, to send a notice, Sorry, we made a mistake,  
24 void this, and then that would be void?  I think that  
25 would be clearer.  Would you agree to that?

1           A.     I don't believe the shut-off notice was  
2 sent incorrectly.

3           Q.     But if a shut-off notice was sent  
4 incorrectly.

5           A.     I'm not aware of any situation where a  
6 shut-off notice was sent incorrectly.

7           Q.     I'll give you one example. Mine on  
8 April 9th, 13th, 12th, whatever it was. That was  
9 incorrect. There's your example.

10           JUDGE CLARK: That's testifying. Is  
11 there a question based upon that?

12           MR. STIENS: No further questions.

13           JUDGE CLARK: Staff, any questions based  
14 upon my question from the Bench?

15           MS. PAYNE: No questions, thank you.

16           JUDGE CLARK: Any redirect from the  
17 company based upon my question?

18           MS. CARTER: No, Judge. But I would ask  
19 if I could recall Ms. Simkin for one additional direct  
20 testimony question that may resolve -- or may address  
21 some of this.

22           JUDGE CLARK: You can object. I'd be  
23 interested to hear why.

24           MR. STIENS: She's already testified --

25           THE COURT REPORTER: I'm sorry. I can't

1 hear him.

2 JUDGE CLARK: Mr. Stiens says he's  
3 objecting because she's already testified.

4 MR. STIENS: Oh, I'm unclear of  
5 foundation.

6 JUDGE CLARK: Well, it's testimony. It's  
7 not foundation for an exhibit that's been offered.  
8 I'm going to overrule your objection and allow -- you  
9 may step down and allow Ms. Simkin to come back and  
10 answer a few more questions, if it helps clarify any  
11 of these issues.

12 I will give you, Mr. Stiens, an  
13 appropriate opportunity to ask any questions based  
14 upon -- well, to ask any questions after Liberty asks  
15 their clarification questions.

16 MS. CARTER: Thank you, Judge. I'll be  
17 brief.

18 (Angie Simkin recalled.)

19 ANGIE SIMKIN, having been previously sworn, testified  
20 as follows:

21 FURTHER REDIRECT EXAMINATION BY MS. CARTER:

22 Q. Ms. Simkin, you just heard Mr. Harrison's  
23 testimony. Correct?

24 A. Yes.

25 Q. And there was discussion about

1 Mr. Stiens' account and whether it would reflect that  
2 he has received a past due notice, a disconnect  
3 notice. Do you recall that?

4 A. I do, yes.

5 Q. Currently on Mr. Stiens' account with  
6 Liberty, does it show that he received the disconnect  
7 notice that we're here talking about?

8 A. No. I changed the credit history so it  
9 does not reflect that because we knew it was such of  
10 an importance to you, it really bothered you. And  
11 then if you were to go off service with us and need a  
12 letter of credit, it will not show up on there.

13 Q. That's all I have. Thank you.

14 JUDGE CLARK: Mr. Stiens, any questions?

15 MR. STIENS: Yes.

16 JUDGE CLARK: Please come up.

17 FURTHER RECROSS-EXAMINATION BY MR. STIENS:

18 Q. You stated you went in and you changed  
19 the credit history?

20 A. Yes.

21 Q. Can you explain that to --

22 A. Yes. So you have either paid on time,  
23 not paid on time, a shut-off notice, and a disconnect  
24 notice are our credit histories. And right off, if it  
25 goes that far, if it's a closed account, goes to

1 write-off. So because we knew it bothered you so  
2 much, we changed that and we took off -- I deleted the  
3 shut-off notice. That way if you were to ever go off  
4 service with us, we would not be reporting that.

5 Q. Did you send me any type documentation  
6 that stated that -- stating that you did that?

7 A. No, sir. I'd be happy to send you a  
8 letter of credit though as soon as I get home. I can  
9 mail that to you. That way you'd have it for your  
10 reference and it will not show that on there.

11 Q. That will be fine. What's the  
12 significance of doing that?

13 A. If it -- if you were to go off service  
14 with us and go to another utility, if you moved and if  
15 they asked for a letter of credit to -- you know, that  
16 we do that to -- you know, as a way for you to not  
17 have to pay a deposit. So if we send you a letter of  
18 credit that's good and you go to another utility, as  
19 long as they go by those rules, you should not have to  
20 pay a deposit. Like if you were coming on service  
21 with us, with a good letter of credit we would not  
22 charge you a deposit.

23 Q. Correct. But if I went to another  
24 company and you wouldn't have changed that, you would  
25 have sent them a letter of credit and it would have

1 showed a shut-off notice. Correct?

2 A. It would show one shut-off notice. We  
3 give the last 12 months history.

4 Q. So that's a negative mark on me.  
5 Correct?

6 A. Yes. You can have five late pays in  
7 Missouri and waive the deposit. So that one is --  
8 wouldn't -- wouldn't harm you.

9 Q. Is that a rule or company policy or  
10 Commission policy --

11 A. Yes.

12 Q. -- or what?

13 A. It's a Commission policy in the tariffs.

14 Q. So basically if that was on there, isn't  
15 that like a credit report?

16 A. It's not a credit report as far as  
17 through a credit bureau. It's just a letter of credit  
18 is how it's called.

19 Q. Right. So now I'm finding out that that  
20 really could damage me if you would not have changed  
21 that.

22 A. No. One late pay would not have damaged  
23 you, sir.

24 Q. Well, you really can't answer for another  
25 utility, can you?

1           A.     In Missouri, yes.  It's five late pays  
2 that are acceptable.

3           Q.     But my question is, you really can't  
4 answer for another utility?

5           A.     If they file -- if they are under the  
6 Commission's jurisdiction, five late pays are  
7 acceptable.  If they're under the Commission's  
8 jurisdiction.  If it's a municipality, I mean, that's  
9 a whole different ball game.  I don't know what they  
10 do.  But if it's under the Commission, we're following  
11 the tariffs there.

12          Q.     If they follow that.  But like a  
13 municipality or someone else, it could possibly be  
14 damaging or, like I said earlier, it could cause a  
15 deposit, higher deposit?

16          A.     In my professional opinion -- I've been  
17 doing this for 23 years.  We give letters of credits  
18 to municipalities, to co-ops, and I've never seen  
19 anybody charged a deposit based on one late pay.

20          Q.     So there is a letter of credit.  Are  
21 you -- would you say that's the same as a credit  
22 report?

23          A.     No, it's different.  It's your -- it's --  
24 it's a letter of credit what your credit is with our  
25 company.  And that's a common thing with utilities.



1 If you're transferring from one to another, you can  
2 ask for a letter of credit in order to waive your  
3 deposit.

4 Q. Not a credit report, but a letter of  
5 credit?

6 A. Yes, sir.

7 Q. So aren't they basically the same?

8 A. A credit report would probably have like  
9 your credit card information, banking information.  
10 I -- this does not have any of that. We don't have  
11 any of that information. This is just your payment  
12 history with our company.

13 Q. That's -- a payment history, that's what  
14 credit cards do is your payment history, so.

15 A. I mean I -- I've looked at a credit  
16 report and it's completely different than what we  
17 send.

18 Q. Then --

19 A. I mean so I would -- it's a letter of  
20 credit. It's different than a credit report.

21 Q. So anyway, you did go in there and  
22 correct it?

23 A. Yes, sir.

24 Q. It all looks good, the way it should be?

25 A. Yes, sir.

1 Q. Okay. And you --

2 A. And I'd be happy to mail that to you.

3 Q. Do that. And you did that on your own?

4 A. Yes, sir. Because we knew -- we knew you  
5 were very, very upset by this. That was not our  
6 intention. It's not our intention at all. And we  
7 were trying to -- you know, if for some reason you  
8 were to move, we wanted to make that right and get  
9 everything straightened out for you, make you happy.

10 Q. No more questions.

11 JUDGE CLARK: Any questions from the  
12 Commission Staff?

13 MS. PAYNE: No questions. Thank you.

14 JUDGE CLARK: And I have no questions  
15 from the Bench. You can be excused.

16 Liberty, do you have any other witnesses  
17 or evidence you want to present?

18 MS. CARTER: We do not. Thank you.

19 JUDGE CLARK: Okay. Commission Staff,  
20 you can call your first witness.

21 MS. PAYNE: Thank you. Scott Glasgow.

22 (Scott Glasgow sworn by Judge Clark.)

23 JUDGE CLARK: You may proceed, Staff.

24 SCOTT GLASGOW, being first duly sworn, testified as  
25 follows:

1 DIRECT EXAMINATION BY MS. PAYNE:

2 Q. Would you please state and spell your  
3 name for the court reporter.

4 A. My name is Scott Glasgow, S-c-o-t-t  
5 G-l-a-s-g-o-w.

6 Q. And by whom are you employed and in what  
7 capacity?

8 A. I work for the Missouri Public Service  
9 Commission in the Customer Experience Department and  
10 I'm a senior research data analyst.

11 Q. And are you the same Scott Glasgow that  
12 conducted Staff's inter-- I'm sorry, Staff's review of  
13 this complaint and drafted the Staff report?

14 A. I am.

15 Q. And do you have any changes to make to  
16 the Staff report?

17 A. I do not.

18 MS. PAYNE: Okay. I would like to offer  
19 the Staff report into the record for this case.

20 JUDGE CLARK: We'll call that Staff's  
21 Exhibit 1-- 200. Any objections to admitting Staff's  
22 Exhibit 200, the Staff report, onto the hearing  
23 record?

24 MR. STIENS: I'd like to object.

25 JUDGE CLARK: Okay, Mr. Stiens. What's

1 your objection?

2 THE COURT REPORTER: I can't hear him.

3 JUDGE CLARK: Can you come up and make  
4 your objection closer to the microphone, please? And  
5 I'm sorry, this is the best microphone I could get for  
6 this, so I apologize.

7 MR. STIENS: I object. I believe it  
8 doesn't reflect the accurate facts of this case as in  
9 comparing apples to apples.

10 JUDGE CLARK: And that has to do with --  
11 with your assertion that there's no rule that  
12 addresses this because it involves a customer payment  
13 and the receipt of a shut-off notice after a valid  
14 payment?

15 MR. STIENS: Correct.

16 JUDGE CLARK: Okay. I'm going to  
17 overrule that objection. Staff's report, Exhibit 200,  
18 will be admitted onto the hearing record.

19 (Exhibit 200 was received into evidence.)

20 MS. PAYNE: Thank you, Judge. And I will  
21 tender this witness for any questions.

22 JUDGE CLARK: Okay. Mr. Stine -- Stiens,  
23 do you have any questions for this witness? And this  
24 would be concerning anything that was in the Staff  
25 report or any questions that you have for Staff in

1 general.

2 MR. STIENS: No.

3 JUDGE CLARK: Liberty, did you have any  
4 questions for Staff's witness?

5 MS. CARTER: No questions. Thank you.

6 JUDGE CLARK: I have no questions at this  
7 time either. Mr. Glasgow, you can step down.

8 Staff, do you have any other witnesses or  
9 any other evidence you'd like to offer today?

10 MS. PAYNE: We do not. Thank you.

11 JUDGE CLARK: So I think we've come to  
12 the end of this. I think we're looking at a standard  
13 time on transcripts. Tracy, when would that be?

14 THE COURT REPORTER: Ten business days.

15 JUDGE CLARK: Hold on just a second. So  
16 we're looking at it being available on the 30th? And  
17 if I'm wrong, please let me know.

18 THE COURT REPORTER: No, you're right.

19 JUDGE CLARK: We don't generally -- I  
20 know that there's -- that people oftentimes want to  
21 equate this to a court proceeding and there's a lot of  
22 similarities. One of the things that we're not  
23 similar to a court proceeding is there's not usually a  
24 closing argument given. What we usually do in that  
25 case is if the parties offer briefs. Basically you

1 file a written, here's where I think they were wrong,  
2 here's the evidence that supports my assertion, here's  
3 what I think.

4 Do the parties have an opinion on whether  
5 or not they'd like to submit briefs?

6 MR. STIENS: I would --

7 THE COURT REPORTER: I'm sorry. I can't  
8 hear Mr. Stiens.

9 JUDGE CLARK: Mr. Stiens said he would  
10 waive the submission of briefs. Liberty?

11 MS. CARTER: Judge, we'd be happy to  
12 submit a brief, if you feel that would be helpful or  
13 the Commissioners, but we wouldn't make the request to  
14 require briefs.

15 JUDGE CLARK: Staff?

16 MS. PAYNE: No, it's not a requirement  
17 for Staff.

18 JUDGE CLARK: Well, actually I am going  
19 to order briefs in this situation because I think it  
20 would help me wrap my head around it a little bit  
21 better. Your brief can be as brief as you'd like them  
22 to be, but I'd like them to cite to the evidence and  
23 the relevant law.

24 Mr. Stiens, you can submit a brief. And  
25 this is not a formal thing. You can write out

1 whatever you would like me to consider based on the  
2 evidence that was offered. If you would like to, you  
3 can. If you do not wish to, I'm not going to require  
4 to you submit a brief.

5 THE COURT REPORTER: I'm sorry. I cannot  
6 hear you, Mr. Stiens.

7 JUDGE CLARK: Mr. Stiens said that he  
8 believes he will submit a brief.

9 Okay. Based upon that, let's pick a day  
10 for the submission of briefs. I have the holiday  
11 schedule coming up. Would it be unreasonable for  
12 everybody to have their briefs in by the 21st of  
13 January?

14 MR. STIENS: I believe I can do mine by  
15 then.

16 JUDGE CLARK: Mr. Stiens says that would  
17 be fine with him.

18 MS. CARTER: That's fine with the  
19 company. Thank you.

20 MS. PAYNE: That's fine with Staff.

21 JUDGE CLARK: Okay. Briefs -- and I'm  
22 only doing one round of briefs. So briefs will be due  
23 on the 21st of January. Are there any other matters  
24 that need to be addressed by the Commission before we  
25 adjourn for the afternoon?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MS. CARTER: None for the company.

MS. PAYNE: None on behalf of Staff.

JUDGE CLARK: I would like to thank everybody for their participation today. The hearing went very well. At this time I will adjourn these proceedings and we will go off the record.

(Whereupon, the proceedings were adjourned.)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

INDEX

Opening Statement by Mr. Stiens	43	
Opening Statement by Ms. Carter	44	
Opening Statement by Ms. Payne		46
MR. STIENS' EVIDENCE		
GREG STIENS		
Testimony by Mr. Stiens		49
Cross-Examination by Ms. Carter	58	
Cross-Examination by Ms. Payne		65
Questions by Judge Clark		65
Recross-Examination by Ms. Carter		72
LIBERTY'S EVIDENCE		
ANGIE SIMKIN		
Direct Examination by Ms. Carter		74
Cross-Examination by Mr. Stiens	86	
Cross-Examination by Ms. Payne		100
Questions by Judge Clark		101
Redirect Examination by Ms. Carter		103
JON HARRISON		
Direct Examination by Ms. Carter		104
Cross-Examination by Mr. Stiens	109	
Cross-Examination by Mr. Payne		113
Questions by Judge Clark		113
Recross-Examination by Mr. Stiens		114
ANGIE SIMKIN (Recalled)		
Further Redirect Examination by Ms. Carter		117
Recross-Examination by Mr. Stiens		118
STAFF'S EVIDENCE		
SCOTT GLASGOW		
Direct Examination by Ms. Payne	124	

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXHIBIT INDEX

MARKED REC'D

COMPLAINANT:

Exhibit 1  
Shut-off Notice 57

Exhibit 2  
Check Number 716 57

RESPONDENT:

Exhibit 100  
Recorded call 85

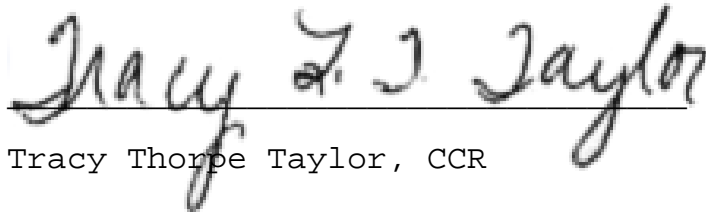
STAFF:

Exhibit 200  
Staff Report 125

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

  
Tracy Thorpe Taylor, CCR

<b>1</b>	<b>3</b>	<b>accounts</b> 84:11	<b>agreed-upon</b> 44:19
<b>1</b> 57:11,19,20	<b>30</b> 54:19 58:24 68:14 77:7	<b>accruing</b> 105:12	<b>agreeing</b> 38:18
<b>1--</b> 124:21	<b>30-day</b> 55:22	<b>accurate</b> 81:20,21 82:11 125:8	<b>agreement</b> 93:1
<b>10</b> 81:1	<b>30-minute</b> 45:21	<b>acknowledge</b> 114:2 115:10	<b>agreements</b> 105:15
<b>100</b> 77:20 85:17,18 100:23	<b>30th</b> 126:16	<b>acknowledgement</b> 114:13	<b>ahead</b> 49:8 78:21 86:1 90:25 104:8
<b>11th</b> 64:9,10 102:13	<b>35</b> 53:8 58:24 59:2 77:8	<b>acted</b> 46:9	<b>allegations</b> 107:15
<b>12</b> 109:23 120:3	<b>4</b>	<b>action</b> 106:6,8	<b>allege</b> 67:6
<b>12th</b> 75:25 87:1,2,6,7 102:5,7,14 109:21 116:8	<b>4/19</b> 62:15	<b>active</b> 84:11	<b>allowed</b> 56:10
<b>13th</b> 52:18 62:18 76:2 87:2 116:8	<b>40</b> 68:15	<b>actual</b> 108:9	<b>amount</b> 52:17 108:13
<b>15</b> 54:18	<b>5</b>	<b>additional</b> 70:18 105:12 109:11 110:1 116:19	<b>analyst</b> 124:10
<b>16th</b> 37:2	<b>5th</b> 109:20	<b>address</b> 44:11,14 83:7 98:1 116:20	<b>angie</b> 44:9 73:25 74:1,3,7 86:5,6 117:18,19
<b>19th</b> 45:6 63:1 75:21, 23 76:8,17 79:16	<b>7</b>	<b>addressed</b> 128:24	<b>answering</b> 86:21
<b>1:52</b> 37:2	<b>716</b> 49:22 57:7	<b>addresses</b> 66:13 125:12	<b>answers</b> 47:4 102:22
<b>2</b>	<b>9</b>	<b>addressing</b> 39:19	<b>apologize</b> 100:21,23 125:6
<b>2</b> 57:12,19,20	<b>90</b> 84:4	<b>adjourn</b> 128:25	<b>apologizing</b> 90:11
<b>20</b> 68:15	<b>97.36</b> 49:21 68:14	<b>admitted</b> 57:19 60:6, 19 77:15 85:11,17 125:18	<b>apology</b> 45:22
<b>200</b> 124:21,22 125:17, 19	<b>9th</b> 49:21 75:24 102:2 109:20 116:8	<b>admitting</b> 57:15 124:21	<b>appearance</b> 37:12
<b>2001</b> 58:7	<b>A</b>	<b>advance</b> 107:5	<b>appearing</b> 37:13
<b>2008</b> 73:16	<b>A-N-G-I-E</b> 74:7	<b>affected</b> 67:4,7	<b>appears</b> 51:13
<b>2018</b> 75:19 82:23	<b>Absolutely</b> 77:12 82:6,8 84:10	<b>afternoon</b> 37:1 128:25	<b>apples</b> 111:17,18 112:1,9,13 125:9
<b>2021</b> 37:2 45:7 49:21 76:8,17 79:17	<b>acceptable</b> 121:2,7	<b>agencies</b> 105:17	<b>applicable</b> 39:25 44:13 46:10
<b>21</b> 49:22 79:17 80:5 81:1	<b>account</b> 45:11,17,24 61:21 80:3,24 83:25 84:22,24 85:4 92:23 106:13 115:19 118:1, 5,25	<b>agency</b> 45:20 46:6 62:4 83:24 84:2 106:24	<b>application</b> 53:21 70:21 95:22,25 98:22, 24 99:5 107:3 111:1
<b>21st</b> 128:12,23		<b>agree</b> 40:12,24 41:10 78:1 92:25 93:2,9 115:25	<b>applications</b> 96:7
<b>23</b> 74:12,14 80:9 121:17		<b>agreed</b> 108:21	<b>apply</b> 73:13
<b>23rd</b> 62:11,21,23			<b>applying</b> 83:10
<b>24</b> 60:3 75:4 77:16			<b>appropriately</b> 61:3
			<b>approved-tariffs</b> 40:2
			<b>approximately</b> 75:17 77:5

<b>April</b> 45:6 49:21,22 62:21 63:1 64:11 75:24,25 76:2,8,17 87:7 102:1 116:8	50:14,15 55:24 57:2 60:25 81:17 89:23 98:22 117:9	<b>bill's</b> 39:17 43:8,16 55:13 68:15	91:8,10,24 92:9,11,12, 21 93:8 104:4 114:14 115:7 123:20 124:20
<b>area</b> 74:13 75:6	<b>backdate</b> 76:4 86:25	<b>billing</b> 45:23 74:17 75:21,23 104:19 105:3	<b>called</b> 45:5,9 50:13, 20,25 51:2 52:3 53:7 58:21 62:15 69:6,13, 24 70:2 76:5 111:2 120:18
<b>argue</b> 67:25	<b>bad</b> 53:2 54:7 59:24 105:20	<b>bills</b> 38:14,15 65:25 94:6	<b>calling</b> 64:3,5 66:16
<b>argument</b> 126:24	<b>balance</b> 61:22 105:11	<b>bit</b> 44:1 91:10 101:5 110:5 127:20	<b>calls</b> 76:11,13 80:22 81:1 91:4,13 93:22 94:12 101:14 107:7
<b>Arkansas</b> 75:1	<b>balances</b> 106:18	<b>blue</b> 58:16	<b>capacity</b> 124:7
<b>arrangement</b> 97:24	<b>ball</b> 89:6 121:9	<b>bothered</b> 118:10 119:1	<b>card</b> 92:22 122:9
<b>arrears</b> 40:12,23 105:12 112:6 115:19	<b>bank</b> 52:24	<b>bothered</b> 118:10 119:1	<b>cards</b> 122:14
<b>asks</b> 117:14	<b>banking</b> 81:14 82:12, 15,23 122:9	<b>box</b> 58:17 70:11 71:11 81:16 83:4,8 87:18 88:2	<b>care</b> 51:10
<b>assertion</b> 125:11 127:2	<b>banks</b> 84:25	<b>briefly</b> 42:9	<b>Carter</b> 37:17,19 42:5 44:6 57:16,25 58:1 60:2,13,17 61:6,10,11 63:15,19 64:24 72:13, 14 73:25 74:2,4 77:14 78:22 85:10,19 91:22 94:19 103:11,12 104:6,10 111:8 116:18 117:16,21 123:18 126:5 127:11 128:18
<b>assistance</b> 105:17, 25 106:3,25 110:25 111:1	<b>based</b> 44:19 72:11 73:19 102:25 103:6,9 114:9,18 116:11,13,17 117:13 121:19 128:1,9	<b>briefs</b> 126:25 127:5, 10,14,19 128:10,12, 21,22	<b>case</b> 38:5,9 42:13,19, 23 43:11,24 47:1 55:12 77:3 94:10 104:2 109:18 110:12 112:10 113:8 124:19 125:8 126:25
<b>assume</b> 41:1 51:23 87:17	<b>basically</b> 55:1 56:24 88:11 95:17 108:8 109:17 115:6 120:14 122:7 126:25	<b>bring</b> 47:11 95:22 96:2	<b>cash</b> 54:7
<b>assuming</b> 84:21 106:2	<b>basis</b> 45:2 110:19 114:3	<b>brought</b> 47:22,23	<b>cash</b> 54:7
<b>assurance</b> 79:2 91:3, 11	<b>begin</b> 89:11	<b>burden</b> 42:19	<b>cashed</b> 52:18
<b>attached</b> 52:2	<b>beginning</b> 84:6	<b>bureau</b> 75:3 120:17	<b>center</b> 45:6 50:22 74:15 76:23 87:11 104:19 115:17
<b>attempt</b> 97:22	<b>behalf</b> 37:14 39:24	<b>burn</b> 68:21,22	<b>center's</b> 88:15
<b>attempting</b> 94:2	<b>believes</b> 128:8	<b>burns</b> 69:3	<b>Central</b> 44:9,10 75:14 104:16
<b>attempts</b> 93:25	<b>Bench</b> 72:12 73:19 102:25 103:6 116:14 123:15	<b>business</b> 37:6,18 51:9 75:3 87:25 126:14	<b>Chairman</b> 85:21
<b>attending</b> 37:10	<b>big</b> 53:4 87:19,20	<b>button</b> 51:7	<b>chance</b> 95:5
<b>attorney</b> 42:17 75:2	<b>bigger</b> 54:1 71:20,24 72:3	<b>buying</b> 68:24	<b>change</b> 48:8 100:10 103:15 107:12,21,24
<b>auto</b> 85:1	<b>bill</b> 43:13 49:20 51:18 53:5,6 55:8 56:1,2,22 57:8 58:7 59:10 61:21 64:3 66:3,6,9,13 67:23,24 68:9 79:12, 13,16 83:7 84:1 89:15 93:15,17 94:17 95:19 102:1 109:12 111:20 112:7,10	<hr/> <b>C</b> <hr/>	
<b>automated</b> 81:19		<b>call</b> 43:6 45:21 51:4 59:7,14 60:3,18 61:12 63:13 68:13 69:11,19 73:23 76:10,13,17,19, 21,24 77:15,19,21 78:8,11,13,24,25 79:1, 4 80:16,18,20 89:23	
<b>automatic</b> 80:1			
<b>automatically</b> 80:2 82:2 106:12			
<b>aware</b> 105:11 111:12 113:9 115:18 116:5			
<hr/> <b>B</b> <hr/>			
<b>back</b> 43:5 47:8 49:19			

108:6,7,9,22	104:4,7,8 109:4,7	37:10 60:20 65:14	<b>complaints</b> 48:15
<b>changed</b> 91:9 100:14	111:10,21,24 112:16,	85:12 127:13	74:24 75:3
108:1,12 118:8,18	19,25 113:3,11	<b>commodities</b> 89:7	<b>complete</b> 46:10
119:2,24 120:20	114:17,20 116:10,13,	<b>commodity</b> 66:23	<b>completely</b> 97:6,8
<b>charge</b> 51:17 56:7,19	16,22 117:2,6 118:14,	<b>common</b> 89:5 121:25	122:16
71:24 84:25 119:22	16 123:11,14,19,22,23	<b>communicating</b>	<b>compliance</b> 44:12
<b>charged</b> 46:4,5,21	124:20,25 125:3,10,	105:14	46:10 79:19 81:8
62:1 70:17 79:9	16,22 126:3,6,11,15,	<b>communication</b>	<b>computer</b> 80:1,15
121:19	19 127:9,15,18 128:7,	115:16	82:2
<b>cheating</b> 67:17	16,21	<b>Communications</b>	<b>concern</b> 113:14,21
<b>check</b> 49:22 52:16	<b>clear</b> 90:22 103:22	104:20	<b>concerned</b> 101:13
54:21 56:10 57:7,12	<b>clearer</b> 115:25	<b>companies</b> 72:1	<b>conducted</b> 46:24
64:3 67:10 71:11	<b>closed</b> 118:25	<b>company</b> 37:5,18	124:12
81:24 100:18 113:7	<b>closer</b> 39:11 42:25	44:7,15,18,23 45:10	<b>conducting</b> 46:22
<b>checked</b> 43:5 65:4	86:2 109:7 125:4	46:9 48:18 55:20 56:2	<b>confidential</b> 38:11
101:1	<b>closing</b> 126:24	58:21 59:2 63:2 70:22	<b>confirm</b> 58:6 94:13
<b>checking</b> 56:19 64:12	<b>co-ops</b> 121:18	72:16,18 74:14 75:10,	95:5,6
67:15 84:22,24	<b>Coleman</b> 37:10	15 76:5,13 79:12,24	<b>confirmation</b> 45:23
<b>checks</b> 56:17	<b>collect</b> 84:3,5 97:9	80:7 82:21 83:11,23	<b>connection</b> 100:19
<b>choices</b> 83:4	98:2	94:16 96:17,18,21,23	101:1
<b>circumstance</b> 115:2	<b>collection</b> 84:2 88:14	101:17 103:14 105:21	<b>consent</b> 79:4
<b>cite</b> 127:22	<b>collections</b> 74:16	106:5,16,17 107:19	<b>consenting</b> 93:1
<b>City</b> 38:3 53:22 71:4	75:7 84:5 88:23	108:21 110:2,9 113:22	<b>consideration</b> 52:14
<b>claim</b> 62:5 70:11	104:20	114:10,24 115:4,13,	<b>considered</b> 91:20
<b>claims</b> 50:7 104:22	<b>comment</b> 71:10,12	14,15,21 116:17	<b>consistent</b> 101:18
<b>clarification</b> 75:13	112:17,18	119:24 120:9 121:25	<b>consumer</b> 67:19,21
117:15	<b>commiserate</b> 46:2	122:12 128:19	<b>contact</b> 74:15 76:23
<b>clarify</b> 40:7 41:21	<b>Commission</b> 37:3,	<b>company's</b> 44:12	92:9 94:2 104:19
44:1 47:4 94:25 100:7	20,22 38:11 39:22	45:23 46:11 54:15	115:17
101:4 111:21 117:10	40:1 44:14,17,20,22,	79:20,22 81:5,8 105:3,	<b>contained</b> 46:25 47:6
<b>Clark</b> 37:1,8,16,19,23	24 46:9,15 48:1,8,17,	4,6	<b>content</b> 78:8
38:18,22 39:2,8,12,19	19,21,24 49:8,9 66:12	<b>comparing</b> 111:17	<b>contention</b> 111:17
40:6,9,14 41:3,7,16	74:24 78:13 85:21	125:9	<b>control</b> 95:12
42:1,6,9,21,22 43:22	99:25 100:9,15 102:18	<b>compensation</b> 44:24	<b>conversation</b> 63:8
44:4 46:14 47:7 48:6,	103:18,19 107:15	48:3 59:8	<b>cooler</b> 68:17
14 49:6 52:1,5,7,12	112:11 113:4 120:10,	<b>Complainant</b> 37:5	<b>copy</b> 51:25 95:22
57:1,6,10,14,18,22	13 121:10 123:12,19	<b>Complainant's</b>	<b>correct</b> 37:14 38:16,
60:9,22 61:7 64:25	124:9 128:24	57:11,12,18	17 40:5 55:5 56:17
65:9,10 72:10 73:18,	<b>Commission's</b> 52:14	<b>complaint</b> 39:22	
21 74:1 77:18,23 78:2,	76:25 79:20 81:9	40:2,3 44:12 45:2	
6,10,17,21 85:8,16,20	105:4 121:6,7	46:23 47:3 48:9,17	
86:1,20 90:25 91:25	<b>Commissioner</b>	49:10 52:2 65:6 67:6	
94:24 99:13,24 101:23	41:24,25 42:2,3	100:7,19 101:1 107:16	
102:24 103:3,9,25	<b>Commissioners</b>	113:8 124:13	

58:9,21 59:3,16 61:14, 16,22 62:1,8,24 63:4 64:21,22 66:7,15 67:4, 5 70:15 71:8 75:15 76:7 78:3 79:5 80:5,6 82:16 83:8,9 84:22 87:22 90:3,18 91:6 95:1,16 102:2,20 106:14,15 107:23 108:20,25 109:1 117:23 119:23 120:1,5 122:22 125:15	<b>critique</b> 91:5 <b>cross</b> 47:17 113:19 <b>cross-examination</b> 47:16 58:1 64:25 65:3 86:3 99:25 100:2 109:9 113:3,6 <b>crossed</b> 47:18,20 115:8 <b>crosses</b> 106:12 <b>crossing</b> 45:25 <b>curiosity</b> 113:5 <b>current</b> 37:2 <b>customer</b> 43:7 44:8, 10 45:6,13 59:14 61:12 74:10,22 75:18 76:1,13 77:6,9 79:3 80:12 84:12 88:11,14 89:2 90:15 92:17 94:9, 12,21 104:15 106:22 107:1 110:13,15,23 111:3 113:20 114:9,11 115:3,11,13,15,17 124:9 125:12 <b>customer-specific</b> 38:12 <b>customers</b> 78:23 83:6 89:14 90:17 101:5,12 105:10,14,25 110:6,21 <b>cut-off</b> 38:15	<b>date</b> 51:15,19 52:17 62:14,16 63:13 75:23, 24 87:6 89:4 100:12 102:10 108:11 109:17, 18,20,23,24 <b>dates</b> 109:19 <b>day</b> 43:2 45:8 49:14, 21 50:11,12 51:1 53:7 54:16 62:10 63:21 64:2,4,5,9,15 69:7,21, 23 70:1,2,5 75:4 76:4 80:17,18 82:1 86:13, 19,24,25 87:20,25 88:8,17,19,20,21 89:23,25 92:4 97:21 128:9 <b>days</b> 50:3,5 54:19,24 58:8 62:12,13 69:15, 23,25 79:15,17 80:4,5, 14 81:1,3 84:4 89:4 94:1 97:21 102:10,11, 14 105:7 107:9 109:12,16,23 126:14 <b>debt</b> 105:20 <b>December</b> 37:2 <b>def--</b> 40:11 <b>definition</b> 40:12,23, 24 41:10 <b>delay</b> 46:2 83:1 <b>delayed</b> 113:20 <b>deleted</b> 119:2 <b>delinquencies</b> 105:20 <b>delivered</b> 69:23 <b>demeanor</b> 59:23 <b>demonstrate</b> 46:9 <b>Denver</b> 82:25 <b>department</b> 91:4 104:25 124:9 <b>depending</b> 83:15 <b>depends</b> 80:23 <b>deposit</b> 53:25 54:1 71:20,24 72:3 83:13	96:22 99:3 119:17,20, 22 120:7 121:15,19 122:3 <b>deposits</b> 72:2 <b>details</b> 44:11 <b>determination</b> 48:9 <b>determining</b> 91:23 <b>dialer</b> 80:17 <b>Diana</b> 37:17 <b>diesel</b> 69:2 <b>difference</b> 68:20 69:1 <b>direct</b> 49:12 74:4 104:10 116:19 124:1 <b>director</b> 44:8 104:15 <b>disconnect</b> 45:15 58:20 61:14,17 63:23 73:3 75:22,25 76:6 79:23,25 80:11 81:2,6, 7 94:2 95:7 102:6 105:7,9,24 106:5,8,13 107:5,9 108:3,10 109:14,22 110:12,23, 25 115:7,19 118:2,6, 23 <b>disconnected</b> 45:18 62:8,20,24 63:4 64:21 79:6 80:13,19 83:17 96:25 97:3,6,8,11 98:4,20 <b>disconnection</b> 98:7, 8,9,16 <b>disconnections</b> 98:23 99:9,17 <b>discovery</b> 72:16,24 77:2 <b>discuss</b> 47:5 <b>discussed</b> 47:24 57:3 115:6 <b>discussing</b> 44:16 47:13 100:4 <b>discussion</b> 38:8 117:25
<b>cost</b> 105:21 <b>costs</b> 110:5 <b>counsel</b> 37:11 103:14 <b>counter</b> 82:10 <b>couple</b> 101:24 <b>court</b> 38:24 39:6 40:11 46:18 57:15 58:3 74:6 91:14,21 103:3 104:12 116:25 124:3 125:2 126:14, 18,21,23 127:7 128:5 <b>cover</b> 43:10 93:16 94:5,16 95:18 <b>covers</b> 111:20 <b>created</b> 81:4 86:14 89:19 102:13 <b>creates</b> 80:2 <b>credit</b> 45:19 46:6 62:4 65:4 74:16 75:6 83:14, 21,24 84:7 88:22 92:22 96:20,22 99:2,5 104:20 118:8,12,19,24 119:8,15,18,21,25 120:15,16,17 121:20, 21,24 122:2,4,5,8,9, 14,15,20 <b>credited</b> 45:11 <b>credits</b> 121:17 <b>crisscross</b> 95:5 <b>crisscrossed</b> 89:17 93:19 94:11 <b>critical</b> 107:2	<b>D</b>		

<b>dispatched</b> 98:1	<b>effort</b> 50:17	<b>exhibit</b> 52:3,5 57:11, 12,19 60:4 77:19,20 85:17,18 117:7 124:21,22 125:17,19	<b>feeling</b> 114:12
<b>dispatching</b> 98:9	<b>efforts</b> 84:3 110:19		<b>feels</b> 115:15
<b>disregard</b> 63:9 90:11 93:22 94:14,21 95:7 108:11,12,17 109:11 110:3,7 114:4 115:9	<b>EFIS</b> 60:3 77:16	<b>exhibits</b> 47:11 52:2 57:3,20	<b>fees</b> 84:16,25 96:25
<b>disregarding</b> 114:23	<b>electric</b> 67:11	<b>expect</b> 50:2	<b>felt</b> 46:3 60:1
<b>District</b> 37:5,18 44:17 74:11 75:14	<b>electronically</b> 84:21	<b>expense</b> 105:20 110:1,9	<b>field</b> 75:7 98:10 107:5
<b>document</b> 77:16 105:24 106:1,22 107:1 110:22	<b>Empire</b> 37:5,17 44:17 74:11 75:6,14,18 79:7 82:4 83:6 85:4	<b>expenses</b> 109:11	<b>figured</b> 82:25
<b>documentation</b> 72:19 73:1,7 119:5	<b>employed</b> 74:9 104:14 124:6	<b>experience</b> 44:8 104:15 124:9	<b>file</b> 37:7 82:1 87:3 88:18,20 121:5 127:1
<b>documenting</b> 115:6	<b>employees</b> 51:10 54:21 76:22	<b>explain</b> 42:9 118:21	<b>filed</b> 37:24 44:20 46:8 47:1
<b>documents</b> 47:12	<b>enables</b> 106:1	<b>explained</b> 45:16 61:13,25 62:3	<b>filing</b> 65:5 76:25
<b>dollars</b> 51:20 68:14	<b>enact</b> 44:25	<b>explanation</b> 53:23 71:15	<b>fill</b> 53:15 96:6
<b>door</b> 98:2	<b>end</b> 52:23 54:6 64:14 126:12	<b>express</b> 68:10	<b>filling</b> 71:5
<b>double</b> 54:20	<b>enter</b> 37:12 105:15	<b>expressed</b> 38:4 113:21 114:13	<b>final</b> 84:1
<b>drafted</b> 124:13	<b>entire</b> 59:16	<b>extra</b> 69:23	<b>financial</b> 44:23 105:16,25 106:23
<b>due</b> 45:4 49:20 58:20 75:24 79:13 82:25 89:4 102:1,10 105:10, 19 106:18 108:13 109:17,20,23,24 110:11 118:2 128:22	<b>equate</b> 126:21		<b>financially</b> 106:2 110:24
<b>duly</b> 123:24	<b>error</b> 86:12	<b>F</b>	<b>find</b> 47:1 51:21 55:25 95:23 100:21
<b>duties</b> 74:22 75:4 104:17	<b>event</b> 110:13 115:3	<b>fact</b> 38:9 40:17,18 70:24 110:11,23	<b>finding</b> 120:19
<b>E</b>	<b>events</b> 75:20	<b>facts</b> 44:19 46:7,8 47:3 49:2 125:8	<b>fine</b> 39:13 40:9 43:15 119:11 128:17,18,20
<b>e-mail</b> 92:10	<b>Evergy</b> 68:7	<b>fairly</b> 58:3	<b>finish</b> 86:21 99:13
<b>earlier</b> 40:13 49:14 58:15 121:14	<b>evidence</b> 42:14 57:21 77:15 85:12,18 110:22 123:17 125:19 126:9 127:2,22 128:2	<b>fairness</b> 68:16	<b>flour</b> 66:25
<b>easier</b> 47:10	<b>evidentiary</b> 37:4 91:14	<b>faith</b> 50:17 52:20 53:2	<b>flow</b> 107:10
<b>effect</b> 114:7 115:20	<b>Evidently</b> 50:21	<b>fall</b> 48:13	<b>flows</b> 107:6
<b>effectively</b> 105:14 109:23	<b>ex-federal</b> 56:12	<b>familiar</b> 76:16	<b>follow</b> 69:12,13 93:14 121:12
<b>efficient</b> 86:9	<b>EXAMINATION</b> 74:4 103:12 104:10 117:21 124:1	<b>fast</b> 81:21	<b>follow-up</b> 103:6
	<b>excuse</b> 109:24	<b>faster</b> 82:11	<b>forget</b> 110:16
	<b>excused</b> 123:15	<b>federal</b> 56:19 66:20 67:14	<b>forgot</b> 110:13
	<b>exhaust</b> 84:3	<b>fee</b> 45:18 46:5 62:1 79:9 85:2	<b>form</b> 115:10
		<b>feel</b> 86:1 127:12	<b>formal</b> 127:25
			<b>found</b> 55:4 107:18
			<b>foundation</b> 61:2,9 117:5,7



<p><b>foundational</b> 60:24</p> <p><b>fourth</b> 49:21 70:1</p> <p><b>frame</b> 50:10 64:6,17 69:14</p> <p><b>free</b> 86:2</p> <p><b>Friday</b> 50:5,6 51:14 64:16 70:2 81:16 87:13,22,23</p> <p><b>front</b> 92:6,20 93:3,8 102:8</p> <p><b>frustration</b> 46:2</p> <p><b>fuel</b> 69:1</p> <p><b>fuels</b> 68:21</p> <p><b>fulfill</b> 97:10</p> <p><b>full</b> 45:17 74:6 104:12</p> <p><b>future</b> 106:10</p> <hr/> <p style="text-align: center;"><b>G</b></p> <hr/> <p><b>G-L-A-S-G-O-W</b> 124:5</p> <p><b>game</b> 121:9</p> <p><b>gas</b> 37:5,18 44:18 46:4 53:15 67:11 68:18,20,24 70:14 75:14 83:6 84:13 85:4 89:9 97:7 111:5,13</p> <p><b>gave</b> 43:7 58:8 83:3</p> <p><b>GC-2021-0395</b> 37:7</p> <p><b>general</b> 75:2 126:1</p> <p><b>generally</b> 46:19 126:19</p> <p><b>generate</b> 39:17 54:25 80:16</p> <p><b>generated</b> 106:13</p> <p><b>get all</b> 59:12 81:19</p> <p><b>give</b> 41:13 42:13,18, 22,25 50:21 51:22 61:7 102:11 116:7 117:12 120:3 121:17</p>	<p><b>glad</b> 114:10 115:10</p> <p><b>Glasgow</b> 46:23 47:4 123:21,22,24 124:4,11 126:7</p> <p><b>Glen</b> 37:11</p> <p><b>go-around</b> 38:2</p> <p><b>good</b> 37:1 43:23 47:13 50:17 52:20 53:2,12 86:8 90:12,15 114:22 119:18,21 122:24</p> <p><b>grace</b> 79:24 102:12, 16,17</p> <p><b>grant</b> 107:1,3</p> <p><b>granted</b> 38:6</p> <p><b>great</b> 101:10</p> <p><b>greg</b> 37:4 42:21 49:11</p> <p><b>guess</b> 39:2 43:8,20 52:18,19 56:11 67:16, 19</p> <p><b>guessing</b> 73:16</p> <p><b>guy</b> 53:2 54:22 71:19</p> <p><b>guys</b> 73:15</p> <hr/> <p style="text-align: center;"><b>H</b></p> <hr/> <p><b>H-A-R-R-I-S-O-N</b> 104:13</p> <p><b>half</b> 45:12</p> <p><b>hand</b> 42:20 50:23</p> <p><b>hand's</b> 50:24</p> <p><b>handle</b> 74:23,25 104:22</p> <p><b>hang</b> 79:3 92:8 93:11</p> <p><b>happen</b> 84:8 93:21 94:12 95:10 106:6 108:6</p> <p><b>happened</b> 49:2 51:12 55:2 64:11 84:9 89:18, 21,22 93:16 106:11 112:14</p>	<p><b>happening</b> 101:8,18 100:20</p> <p><b>happy</b> 41:20 90:17 111:3 119:7 123:2,9 127:11</p> <p><b>hard</b> 39:8</p> <p><b>harm</b> 120:8</p> <p><b>Harrison</b> 44:8,14 104:6,7,9,13 109:10</p> <p><b>Harrison's</b> 117:22</p> <p><b>head</b> 127:20</p> <p><b>headquarters</b> 75:10</p> <p><b>hear</b> 38:25 39:1 43:1 46:19 47:10 78:13 85:14 116:23 117:1 125:2 127:8 128:6</p> <p><b>heard</b> 76:21 103:4 117:22</p> <p><b>hearing</b> 37:4,9 38:2, 3,14,20 40:11 47:25 48:17,25 57:19 124:22 125:18</p> <p><b>hearings</b> 91:14</p> <p><b>heat</b> 68:22</p> <p><b>helpful</b> 127:12</p> <p><b>helps</b> 117:10</p> <p><b>Hey</b> 41:24</p> <p><b>high</b> 68:4,14</p> <p><b>higher</b> 90:7,19 121:15</p> <p><b>histories</b> 118:24</p> <p><b>history</b> 118:8,19 120:3 122:12,13,14</p> <p><b>hit</b> 51:7</p> <p><b>hold</b> 38:13 60:22 126:15</p> <p><b>holiday</b> 128:10</p> <p><b>Holsman</b> 41:24,25 42:2,3</p> <p><b>home</b> 43:2 119:8</p> <p><b>honestly</b> 89:11</p>	<p><b>Honor</b> 65:2</p> <p><b>hoping</b> 90:20</p> <p><b>hotter</b> 68:22 69:3</p> <p><b>hour</b> 45:12 54:14 55:1</p> <p><b>housing</b> 106:24,25</p> <p><b>hundred</b> 101:12</p> <p><b>hyper</b> 59:12</p> <hr/> <p style="text-align: center;"><b>I</b></p> <hr/> <p><b>i-m</b> 74:8</p> <p><b>idea</b> 47:13 50:8 51:5 70:9</p> <p><b>identified</b> 107:25</p> <p><b>immediately</b> 45:5 49:15</p> <p><b>implementations</b> 104:22</p> <p><b>implemented</b> 108:24</p> <p><b>importance</b> 118:10</p> <p><b>important</b> 78:12 105:10,18 106:20 110:20 114:11</p> <p><b>importantly</b> 105:23</p> <p><b>impossible</b> 38:13</p> <p><b>impression</b> 43:12 55:12 65:20 66:1,17</p> <p><b>improvement</b> 91:7</p> <p><b>include</b> 104:19</p> <p><b>included</b> 40:17 52:1</p> <p><b>includes</b> 75:14</p> <p><b>incorrect</b> 68:11 115:23 116:9</p> <p><b>incorrectly</b> 116:2,4,6</p> <p><b>indicating</b> 40:17</p> <p><b>individuals</b> 59:2 75:4 77:12</p>
--	---	---	---

<p><b>industry</b> 106:19,20</p> <p><b>information</b> 38:11,12 45:22 70:10 80:2,15 82:2 83:15 91:6 94:9 107:2 122:9,11</p> <p><b>initiate</b> 84:23 115:13</p> <p><b>initiating</b> 48:24</p> <p><b>insensitive</b> 78:12</p> <p><b>inspector</b> 56:12 66:20,22,23,24 67:9, 15</p> <p><b>inspectors</b> 67:18</p> <p><b>instances</b> 113:18</p> <p><b>institution</b> 82:12,15</p> <p><b>institutions</b> 81:14</p> <p><b>insulted</b> 53:10 54:3</p> <p><b>insulting</b> 53:5</p> <p><b>intent</b> 93:23</p> <p><b>intention</b> 123:6</p> <p><b>inter--</b> 124:12</p> <p><b>interested</b> 116:23</p> <p><b>interesting</b> 73:10</p> <p><b>internet</b> 72:7</p> <p><b>interrupt</b> 86:20</p> <p><b>interruption</b> 62:9</p> <p><b>investigated</b> 107:15</p> <p><b>investigation</b> 46:22, 24</p> <p><b>involved</b> 48:7</p> <p><b>involves</b> 38:10 125:12</p> <p><b>issue</b> 38:15 39:5,16, 23 43:8 44:16 48:23 50:16 52:19 61:5 65:20 66:16 73:2 79:25 91:19 113:22</p> <p><b>issued</b> 102:4,10 113:16</p>	<p><b>issues</b> 44:15 60:24 66:4 117:11</p> <p><b>Item</b> 60:3</p> <p><b>IVR</b> 84:16 100:4</p> <hr/> <p style="text-align: center;"><b>J</b></p> <hr/> <p><b>J-O-N</b> 104:13</p> <p><b>J.P.</b> 81:15 82:13,24 83:3</p> <p><b>January</b> 128:13,23</p> <p><b>Jefferson</b> 38:3</p> <p><b>jeopardy</b> 95:7</p> <p><b>job</b> 74:21 104:17</p> <p><b>John</b> 37:8</p> <p><b>joined</b> 41:25 42:2</p> <p><b>jon</b> 44:7 104:6,7,9,13</p> <p><b>Joplin</b> 50:22 51:2 70:9 75:9 82:7,9 104:16</p> <p><b>Judge</b> 37:1,9,16,19, 23 38:18,22,25 39:2,8, 12,15,19 40:6,9,14 41:3,7,16,23,24 42:1, 6,9,21,22 43:22 44:4,6 46:14 47:7 48:6,14 49:6 52:1,5,7,12 57:1, 6,10,14,18,22,25 60:2, 9,17,22 61:6,7 63:15 64:24,25 65:9,10 72:10 73:18,21 74:1 77:18,23 78:2,6,10,17, 21 85:8,11,16,20 86:1, 20 90:25 91:25 94:24 99:13,24 101:23 102:24 103:3,9,25 104:4,7,8 109:4,7 111:10,21,24 112:16, 19,25 113:3,11 114:17,20,22 116:10, 13,16,18,22 117:2,6, 16 118:14,16 123:11, 14,19,22,23 124:20,25 125:3,10,16,20,22 126:3,6,11,15,19</p>	<p>127:9,11,15,18 128:7, 16,21</p> <p><b>juggling</b> 60:25</p> <p><b>jurisdiction</b> 48:13,15 121:6,8</p> <hr/> <p style="text-align: center;"><b>K</b></p> <hr/> <p><b>k-i-n</b> 74:8</p> <p><b>Kansas</b> 53:22 71:4 74:25</p> <p><b>KC</b> 68:7</p> <p><b>kind</b> 39:21 42:12 51:9 55:2 56:15 59:12,23, 24 66:22 67:19 68:20, 24 70:6 79:10 97:25 101:3</p> <p><b>kiosk</b> 84:18</p> <p><b>knew</b> 43:4 63:1 68:14 118:9 119:1 123:4</p> <p><b>knock</b> 68:6 98:1</p> <p><b>knowing</b> 67:3 68:17</p> <p><b>knowledge</b> 81:5,7 102:20</p> <p><b>Kolkmeier</b> 37:11</p> <hr/> <p style="text-align: center;"><b>L</b></p> <hr/> <p><b>language</b> 100:8 107:25 108:7,10,12</p> <p><b>large</b> 82:15,17 88:18, 20</p> <p><b>late</b> 45:18 46:5 54:14, 17 55:1,22 62:1 79:9 96:25 120:6,22 121:1, 6,19</p> <p><b>latest</b> 50:4</p> <p><b>law</b> 37:9 48:19 56:9 66:12 67:10 127:23</p> <p><b>lay</b> 61:2</p> <p><b>lead</b> 42:18 48:23</p>	<p><b>leave</b> 50:4 65:18</p> <p><b>left</b> 50:23</p> <p><b>Legacy</b> 75:6</p> <p><b>lets</b> 92:12</p> <p><b>letter</b> 83:14 96:19,21 99:2,5 118:12 119:8, 15,17,21,25 120:17 121:20,24 122:2,4,19</p> <p><b>letters</b> 53:4 121:17</p> <p><b>Liberty</b> 37:6,16,18 39:16,25 40:20 42:4 43:4,6 44:5,9,10 46:14 47:17,20 49:15 50:7, 13,20 53:7 55:19 57:16,23 68:6,10 72:11 73:23 74:11 78:4 83:11 86:9 88:14, 25 100:7,18 102:17 104:4,8,16 113:7,9 117:14 118:6 123:16 126:3 127:10</p> <p><b>Liberty's</b> 39:18,20 47:18 57:23 64:14 75:13 102:9</p> <p><b>Libertyutilities.com.</b> 95:24</p> <p><b>lie</b> 53:17 70:25</p> <p><b>LIEAP</b> 106:25</p> <p><b>lies</b> 110:11</p> <p><b>life</b> 43:19</p> <p><b>Light's</b> 68:7</p> <p><b>limit</b> 50:2</p> <p><b>listen</b> 76:19 85:13</p> <p><b>listened</b> 60:19</p> <p><b>listening</b> 60:18</p> <p><b>lived</b> 71:4</p> <p><b>living</b> 53:22</p> <p><b>located</b> 75:8 83:4</p> <p><b>location</b> 81:18</p> <p><b>locations</b> 84:17 96:15</p>
--	---	--	--

<b>Lockbox</b> 76:3 81:11, 13 82:4,21 87:2,18 88:13 109:21	83:23 84:13 88:8,17 91:5 97:21,22,23 98:3 100:9 103:21 105:13 108:2,21 109:18 115:3 123:8,9 124:15 125:3 127:13	<b>minute</b> 54:22	<b>municipality</b> 121:8, 13
<b>logged</b> 76:24 94:9	<b>makes</b> 52:25	<b>minutes</b> 43:24 53:8 58:24,25 59:2 63:12 77:8	<hr/> <b>N</b> <hr/>
<b>long</b> 75:17 77:5 84:8 95:13 119:19	<b>management</b> 104:20	<b>misinterpreted</b> 108:1	<b>name's</b> 37:8
<b>longer</b> 48:10 110:8	<b>manager</b> 44:10 74:10,19,22	<b>missed</b> 105:7	<b>Nancy</b> 74:8
<b>looked</b> 49:19 122:15	<b>managers</b> 59:15	<b>Missouri</b> 37:22 38:7 50:23 51:3,11 75:1,2,9 104:16 111:13 120:7 121:1 124:8	<b>nature</b> 38:9
<b>lost</b> 55:20	<b>March</b> 49:20 58:6 64:11 75:21,23 79:16	<b>mistake</b> 56:6 71:17 115:23	<b>necessarily</b> 114:2
<b>lot</b> 63:11 68:20 69:4 71:10,17 81:18,23 82:11 88:25 113:14 126:21	<b>mark</b> 120:4	<b>Mister</b> 72:10 94:25	<b>needed</b> 112:7
<b>loud</b> 46:19	<b>Mary</b> 74:8	<b>Monday</b> 50:4,11 51:16 69:16,18,19 81:16 87:7,8,10,13,20, 25 88:3,7	<b>negative</b> 71:8 120:4
<b>loudly</b> 58:3	<b>Maryville</b> 38:7 84:20	<b>monetary</b> 48:2	<b>negatively</b> 83:21 85:3
<b>low-income</b> 106:1, 21,24 110:24	<b>matter</b> 48:14,15 67:25 77:15 108:16	<b>money</b> 40:13 54:16 55:8,23 68:5,23 81:19, 25	<b>net</b> 104:23
<hr/> <b>M</b> <hr/>	<b>matters</b> 38:23 42:4,6 47:5 91:15 128:23	<b>monitor</b> 91:4	<b>night</b> 49:24 69:17 80:15 82:1 88:2
<b>ma--</b> 96:21	<b>means</b> 41:2	<b>monitoring</b> 79:1 91:17	<b>nonpayment</b> 64:21
<b>machines</b> 81:23	<b>measures</b> 56:9 67:9, 10,20	<b>month</b> 56:3 68:5 84:6 89:5	<b>nonunion</b> 75:5
<b>mad</b> 111:4	<b>memory</b> 60:14	<b>monthly</b> 101:9	<b>normal</b> 72:3 76:12 87:25
<b>made</b> 50:17 56:5 100:14 103:14 108:8, 11,16,19 114:22 115:23	<b>mention</b> 47:23 81:11	<b>months</b> 120:3	<b>note</b> 67:8 85:20
<b>Maida</b> 37:10	<b>mentioned</b> 63:20 100:3 106:21 109:11	<b>Morgan</b> 81:15 82:13, 24 83:3	<b>notes</b> 63:12
<b>mail</b> 43:3 45:3,25 46:2 49:14,23 58:11,15,16 82:10 87:16,19 88:9 89:16,18 93:19 94:11 95:5,12 106:12 110:5, 14,16 113:19 119:9 123:2	<b>mercy</b> 88:12,15	<b>motion</b> 37:24	<b>notice</b> 38:15 39:17 40:3 43:3,10,14,17,18, 19 45:4,5,8,15 46:3,13 49:15 50:17 51:25 52:16 53:4,17,19,24 54:4,14,18,25 55:13 57:7,11 58:20 59:9 61:14,18 62:14,16 63:9,23 64:7,18,20 65:24 66:3,14 69:15 70:4,23 71:14,19 72:20 73:4,9 75:22,25 76:6 80:11,15 81:4 83:12,19 86:12,14 87:4 89:3,14,19,24 90:12 93:15,18 94:6, 10,14,18,22 95:8,18 96:12 97:1,5,13,17,18, 19 98:6,14 99:19 100:8,10 101:6 102:4, 6 105:7,9 106:5,8,13 107:5,9 108:3,10,17
<b>mailed</b> 49:24 50:11 62:17,18 69:16 86:15 102:13 109:19,22	<b>meter</b> 67:3,7 68:11 100:18,25 113:7	<b>mouth</b> 46:20	
<b>mailing</b> 84:13	<b>metering</b> 104:23	<b>move</b> 53:14 92:1 123:8	
<b>make</b> 40:16 41:7,9 42:11 48:10 53:1 54:20 55:21 67:8,12, 18,21 69:11 81:15	<b>meters</b> 56:10,16 67:11	<b>moved</b> 119:14	
	<b>MICR</b> 81:24	<b>moving</b> 96:20	
	<b>microphone</b> 39:9 86:2 109:8 125:4,5	<b>multiple</b> 81:15 88:8, 17,21 98:20 110:12	
	<b>mind</b> 113:15	<b>municipalities</b> 121:18	
	<b>mine</b> 65:17 116:7 128:14		

109:14,15,22 110:12, 24,25 111:19 112:6,15 113:15,22,23 114:4,7, 24 115:1,9,19,22,23 116:1,3,6 118:2,3,7, 23,24 119:3 120:1,2 125:13	124:18 126:9,25	<b>outstanding</b> 105:11	85:1 112:8,14 119:17, 20 120:22 121:19
<b>noticed</b> 71:10 79:25	<b>offered</b> 117:7 128:2	<b>overdue</b> 39:17	<b>paying</b> 68:2 69:3
<b>notices</b> 72:4 79:23 81:6 89:1 98:20 99:12 105:19,24 106:9 113:13	<b>offering</b> 47:12 52:7	<b>overnight</b> 87:3	<b>payment</b> 45:9,14 50:13,21 51:1 63:3,6 64:6,16 69:8,11 70:7 75:24 76:1,4 80:3 83:7 84:13,24 86:16,23,25 87:11,21 89:16,20 90:12 94:8,13 95:6 97:9,10,21,25 98:2,3 100:4,13 101:6,7 105:7,10,15 106:11 107:25 108:11,19 109:20 110:14,16 113:17,20 114:3 115:8,18 122:11,13,14 125:12,14
<b>notification</b> 88:7	<b>office</b> 38:3 49:25 50:6,12 52:21 64:13, 14 69:20,22 75:8 76:22 81:22 82:7,9 88:1,8	<b>override</b> 78:14,18 117:8 125:17	<b>payments</b> 58:11 81:17 82:5,9,10,18 88:21 105:19 108:16
<b>notified</b> 77:25 78:24	<b>offices</b> 75:5 96:15	<b>overview</b> 41:13 42:13 43:23	<b>Payne</b> 37:21,23 39:10 42:8 46:18 57:17 65:2, 3 73:20 78:20 100:1,2 103:8 107:11 113:5,6 116:15 123:13,21 124:1,18 125:20 126:10 127:16 128:20
<b>November</b> 50:10 64:9,10,20	<b>oftentimes</b> 126:20	<b>owe</b> 51:19	<b>pays</b> 120:6 121:1,6
<b>notification</b> 88:7	<b>Oklahoma</b> 74:25	<b>owed</b> 40:13 55:8	<b>penalty</b> 45:19 46:5 79:9
<b>notified</b> 77:25 78:24	<b>online</b> 53:20 71:11 84:15 95:24,25 96:5,8, 14 100:4	<hr/> <b>P</b> <hr/>	<b>people</b> 41:1,18 59:11 65:25 67:16 90:2,6 126:20
<b>November</b> 50:10 64:9,10,20	<b>OPC</b> 37:24	<b>p.m.</b> 37:2	<b>percent</b> 100:23
<b>number</b> 37:7 49:22 57:7 58:8 60:3 77:16 89:5 91:5 96:24,25 97:3 110:15,17	<b>open</b> 38:20 51:13 87:11,14	<b>package</b> 111:1	<b>period</b> 63:24 79:24 102:12,16,17 109:25
<b>numbers</b> 80:23	<b>opened</b> 49:14	<b>paid</b> 40:13 43:4,5,9,16 45:17 49:18,23 50:15 51:7 53:5,6 54:8,9 55:13 56:1,3,5 59:10 61:20 62:23 63:2,10 66:2,9 89:3,14 93:15, 17 94:7,17 95:19 108:13 109:12 110:3, 19 111:20 112:7,10 118:22,23	<b>permission</b> 92:4,18, 19
<b>nutshell</b> 56:25	<b>opening</b> 41:18 42:11, 23 43:23 44:4 46:15	<b>paper</b> 53:21 71:13 96:6,7	<b>person</b> 38:5 54:13 55:7 66:2 90:14,15 93:14 96:14
<hr/> <b>O</b> <hr/>	<b>openings</b> 47:24	<b>paperwork</b> 110:4	<b>personal</b> 84:24
<b>oath</b> 42:17 49:8	<b>operate</b> 54:16	<b>park</b> 89:6	<b>personnel</b> 75:7 98:10
<b>object</b> 60:8,9 61:8 77:17 78:15 91:22 94:19 111:8 116:22 124:24 125:7	<b>operates</b> 48:20	<b>part</b> 62:2 98:5 102:18 107:9 110:25 111:13	<b>persons</b> 91:8
<b>objecting</b> 117:3	<b>operating</b> 76:2	<b>parties</b> 37:12 39:22, 24,25 40:19 41:10 126:25 127:4	
<b>objection</b> 57:16,17 77:20,24 78:14,18 117:8 125:1,4,17	<b>Operations</b> 74:17	<b>party</b> 42:10	
<b>objections</b> 57:14 78:19 124:21	<b>opinion</b> 121:16 127:4	<b>past</b> 45:4 58:20 105:19 106:18 108:13 110:11 118:2	
<b>obligated</b> 107:4	<b>opinions</b> 41:14	<b>pasta</b> 66:25	
<b>obligation</b> 97:10	<b>opportunity</b> 43:25 57:23 61:8 117:13	<b>pause</b> 65:18	
<b>occasionally</b> 94:12 95:11 101:5	<b>option</b> 82:24 83:2	<b>pay</b> 43:13 51:19 55:7 57:8 58:8 66:6,13 67:22,24 68:9 84:21	
<b>occurrence</b> 65:5	<b>options</b> 84:16		
<b>offer</b> 51:24 52:10,13, 15 57:4 60:10,11 61:2	<b>oranges</b> 112:1,13		
	<b>order</b> 42:20 44:23 47:14,15 48:2,21 81:25 83:13 98:15,16 99:2 122:2 127:19		
	<b>orders</b> 44:14,18,21 46:11 47:2		
	<b>originals</b> 52:13		

<p><b>perspective</b> 42:14</p> <p><b>pertain</b> 43:13</p> <p><b>pertaining</b> 55:14</p> <p><b>phone</b> 45:11 58:23 77:6 78:8,11 80:16,18, 20,22 81:1 93:24,25 94:3 96:8,9,14 97:22 100:5 101:14 114:14</p> <p><b>physical</b> 98:11</p> <p><b>pick</b> 88:15 128:9</p> <p><b>piece</b> 107:2</p> <p><b>place</b> 42:17 45:1 55:17 56:20,21 71:9 81:2 92:21,22,23 112:14 115:16</p> <p><b>planning</b> 47:11,12</p> <p><b>play</b> 60:4 85:8,11,13</p> <p><b>player</b> 111:6</p> <p><b>plays</b> 92:16</p> <p><b>PO</b> 81:16 83:4,8 87:18</p> <p><b>point</b> 45:17 62:7 67:12 73:7 80:19 84:2 110:20 114:22</p> <p><b>police</b> 67:13</p> <p><b>policing</b> 56:11,13</p> <p><b>policy</b> 44:15 46:12 61:13 79:22 80:7 81:6 93:13,16 94:5,13,16, 21 105:6 109:16 112:2,3,14 120:9,10, 13</p> <p><b>polite</b> 59:16,18,21 60:14 77:11,13</p> <p><b>portal</b> 100:4</p> <p><b>position</b> 74:18,19 104:18</p> <p><b>possibility</b> 89:22</p> <p><b>possibly</b> 44:25 49:5 121:13</p> <p><b>post</b> 49:25 50:6,12 51:15 52:21 64:13,14</p>	<p>69:20,22 88:8,12,15</p> <p><b>posted</b> 51:6 76:1 80:3 89:20 90:12 94:13 95:6</p> <p><b>posting</b> 52:23</p> <p><b>posts</b> 82:2</p> <p><b>power</b> 48:2 68:7 97:7</p> <p><b>practice</b> 76:12 106:19 107:12,22 108:25</p> <p><b>practices</b> 45:23 105:3</p> <p><b>prefer</b> 92:7</p> <p><b>preliminary</b> 38:23 42:4,6</p> <p><b>premium</b> 69:1</p> <p><b>present</b> 38:5 85:21 96:2 106:23 123:17</p> <p><b>presented</b> 46:7</p> <p><b>presiding</b> 37:9</p> <p><b>pressure</b> 49:16</p> <p><b>pretty</b> 74:23 92:21,23 96:23 101:15</p> <p><b>prevail</b> 42:24</p> <p><b>prevent</b> 105:12,14</p> <p><b>preview</b> 42:12</p> <p><b>previous</b> 114:25</p> <p><b>previously</b> 38:2 117:19</p> <p><b>price</b> 69:4</p> <p><b>pride</b> 54:3</p> <p><b>printed</b> 102:13</p> <p><b>prior</b> 107:8</p> <p><b>problem</b> 52:22 54:11 56:21 64:13,14 67:16 69:20 96:1</p> <p><b>problems</b> 50:7</p> <p><b>procedure</b> 41:17 42:10 48:9,11 52:24 66:7 92:24 93:24</p>	<p><b>procedures</b> 41:19 43:10 55:7,14,16 66:2, 10 93:14,16 94:5,16 95:18 111:16,19</p> <p><b>proceed</b> 57:24 123:23</p> <p><b>proceeding</b> 91:24 111:9 126:21,23</p> <p><b>process</b> 80:1 82:8 86:15,24 90:9 97:16, 20 107:10</p> <p><b>processed</b> 82:18 87:24,25 88:2 101:7 115:18</p> <p><b>processing</b> 82:5 88:21</p> <p><b>processor</b> 76:3</p> <p><b>produce</b> 72:18 73:1 80:21,22</p> <p><b>produced</b> 77:2 80:16 87:4 89:19 94:10</p> <p><b>professional</b> 121:16</p> <p><b>program</b> 106:25</p> <p><b>programs</b> 67:1 106:1</p> <p><b>proof</b> 42:19 62:6</p> <p><b>proper</b> 45:1</p> <p><b>protection</b> 67:19,21</p> <p><b>provide</b> 44:7,23 75:20 107:4</p> <p><b>provider</b> 81:13</p> <p><b>provision</b> 66:12</p> <p><b>Public</b> 37:22 124:8</p> <p><b>pull</b> 91:4</p> <p><b>purposes</b> 79:2 90:23 91:2,11,17 110:12</p> <p><b>pursue</b> 105:16</p> <p><b>put</b> 49:23 53:16 56:18 58:11,15 69:2 71:12 88:1 110:7</p> <p><b>puts</b> 40:20,21</p>	<hr/> <p style="text-align: center;"><b>Q</b></p> <hr/> <p><b>qualify</b> 106:2 110:24</p> <p><b>qualifying</b> 106:10</p> <p><b>quality</b> 68:19 79:2 90:23 91:2,3,11,17,19</p> <p><b>question</b> 40:15 48:16 61:5 65:17,19 66:19 73:3,8 86:22 91:22 92:22 96:11,13 99:14, 16 102:23 103:1,7,10 111:9,22,25 112:17,20 113:12 114:18 116:11, 14,17,20 121:3</p> <p><b>questioning</b> 92:2 101:3</p> <p><b>questions</b> 41:19 44:2 47:5 57:23 64:23 65:10,11,15 72:8,11, 12 73:18,19,20 78:3,7 85:6,24 95:21 100:1 101:23,25 102:25 103:8 104:2 109:3,5 113:1,11 114:16,18 116:12,13,15 117:10, 13,14,15 118:14 123:10,11,13,14 125:21,23,25 126:4,5, 6</p> <p><b>quicker</b> 68:21</p> <p><b>quickly</b> 79:13 80:11</p> <hr/> <p style="text-align: center;"><b>R</b></p> <hr/> <p><b>raise</b> 42:19</p> <p><b>rare</b> 101:15 113:18</p> <p><b>ratepayers</b> 105:22</p> <p><b>rates</b> 39:18,20</p> <p><b>re--</b> 93:14</p> <p><b>read</b> 72:1,4,6</p> <p><b>ready</b> 112:7</p> <p><b>reason</b> 102:9 123:7</p>
---	---	--	--

<b>reasonable</b> 39:18,20 46:12 50:2 67:24	<b>RECROSS- EXAMINATION</b> 72:14 114:21 118:17	121:22 122:4,8,16,20 124:13,16,19,22 125:17,25	<b>responsibility</b> 104:21
<b>reasons</b> 105:8 110:15	<b>redirect</b> 103:9,12 116:16 117:21	<b>reported</b> 45:19 46:6 62:4 83:20 84:7	<b>rest</b> 43:18
<b>recall</b> 61:4,23 63:6,8 78:16 116:19 118:3	<b>reduce</b> 105:20	<b>reporter</b> 38:24 39:6 46:19 58:3 74:6 103:4 104:12 116:25 124:3 125:2 126:14,18 127:7 128:5	<b>retrieving</b> 81:17
<b>recalled</b> 113:24 117:18	<b>reduces</b> 105:21	<b>reporting</b> 119:4	<b>review</b> 100:8 124:12
<b>recalling</b> 73:5 113:22 114:8	<b>reference</b> 119:10	<b>reports</b> 83:23	<b>ridiculous</b> 54:15
<b>receipt</b> 125:13	<b>referring</b> 96:19	<b>representative</b> 90:8, 9	<b>road</b> 49:4
<b>receive</b> 45:3 59:5 63:23 64:19 66:14 70:10 80:18 83:6 86:25 87:16,19 93:25 97:1 101:5 106:4,7	<b>reflect</b> 118:1,9 125:8	<b>representatives</b> 45:13 59:15 61:13 77:6,10 95:9	<b>room</b> 53:23
<b>received</b> 40:4 45:5,8, 10,14 50:13 53:16,18, 24 54:4,5 57:20 58:7, 19 63:6 64:5,16 69:7 70:4,24 71:13 72:20 73:3,9 75:22 76:4,6 83:12,18 85:18 86:12, 23 87:1,2 96:12 99:18 108:15 113:15,16,17, 24 114:3 118:2,6 125:19	<b>refresh</b> 60:18 63:16	<b>request</b> 114:9 115:4, 5 127:13	<b>rotate</b> 75:1
<b>receiving</b> 46:3 72:23	<b>regard</b> 38:9 110:21	<b>requests</b> 72:16,24	<b>round</b> 128:22
<b>receptive</b> 115:5	<b>region</b> 44:9,10 75:11, 14 104:16	<b>require</b> 53:25 71:20 72:2,3 105:25 115:11 127:14 128:3	<b>rule</b> 44:25 48:8,21 49:4 66:12 102:18,19 120:9 125:11
<b>recognize</b> 105:18	<b>regular</b> 58:16	<b>required</b> 105:25 106:21 107:1	<b>rulemaking</b> 48:10,24, 25
<b>recollection</b> 60:18 63:16	<b>regulation</b> 44:25	<b>requirement</b> 127:16	<b>rulemakings</b> 48:16
<b>recommended</b> 108:1	<b>regulations</b> 43:12 55:6 65:24 66:1 112:5	<b>rescind</b> 114:2	<b>rules</b> 40:1 43:10,12 44:13,18,21 46:11 47:2 55:14,16 65:23 66:1 79:20 81:9 102:8 105:4 112:5 119:19
<b>record</b> 37:13 50:14 54:9 57:15,19 85:17 92:5 124:19,23 125:18	<b>Regulatory</b> 37:8	<b>rescinded</b> 113:25	<b>ruling</b> 41:5,8,9
<b>recorded</b> 60:3 76:10, 11,14 77:14,21 78:1, 24 79:1,4 90:23 91:16, 24 92:7,11,13	<b>reabeled</b> 57:10	<b>rescinding</b> 113:23 114:8	<b>Ryan</b> 85:22
<b>recording</b> 61:3,9 63:17 76:16 78:3 85:9 93:7	<b>related</b> 40:2 44:15	<b>research</b> 124:10	<hr/> <b>S</b> <hr/>
<b>records</b> 43:5	<b>relation</b> 45:15 46:22 47:2 100:7 113:8	<b>residential</b> 96:8	<b>S-C-O-T-T</b> 124:4
	<b>relative</b> 115:7	<b>resolve</b> 116:20	<b>Sam</b> 74:8
	<b>relevant</b> 111:9 127:23	<b>Respondent</b> 37:6	<b>satisfaction</b> 43:7 53:9 59:6
	<b>remember</b> 59:22 61:19 62:2 63:5 72:15, 21,23 78:7	<b>Respondent's</b> 77:19,20 85:17	<b>satisfied</b> 115:15
	<b>remind</b> 49:7	<b>response</b> 53:10	<b>Saturday</b> 51:14 87:16,22,24
	<b>reminder</b> 105:9 106:20 110:11,17	<b>responsibilities</b> 104:23	<b>Saturdays</b> 87:12
	<b>reminders</b> 106:18		<b>say--</b> 92:6
	<b>remote</b> 38:3 47:25		<b>scan</b> 81:24
	<b>remotely</b> 37:10 85:21		<b>scenario</b> 101:18
	<b>report</b> 46:25 47:6 55:3 65:5 83:21 112:21 120:15,16		<b>schedule</b> 128:11
			<b>school</b> 67:1

<b>Sco--</b> 46:23	93:10 99:18 100:11,13 112:8	<b>situation</b> 50:9 63:20 106:5 108:14 116:5 127:19	<b>start</b> 38:23 56:13
<b>scott</b> 46:23 123:21, 22,24 124:4,11	<b>shut-off</b> 39:17 40:3 43:3,9,14,17,18,19 45:4,8 46:13 49:15 50:16 51:25 52:16 53:4,17,18,24 54:4,14, 17,25 55:13 57:6,11 59:9 64:7,17,19 65:24 66:3,14 69:15 70:4,22 71:14,19 72:4,20 73:9 80:14 81:4 83:12,18 86:12,14 87:4 88:25 89:2,14,18,24 90:12 93:15,18 94:6,10,14, 17 95:7,18 96:12 97:1, 5,13,17,18,19 98:6,14, 20 99:12,18 100:8,10 101:6 102:4 109:15 111:19 112:6,15 113:13,23 114:24 115:1,22 116:1,3,6 118:23 119:3 120:1,2 125:13	<b>slash</b> 113:25	<b>started</b> 38:2 40:11 41:12 47:25 49:13 74:15
<b>scramble</b> 49:18		<b>snow</b> 82:25	<b>state</b> 48:13 56:12,18 74:5 92:14 93:6 104:11 124:2
<b>send</b> 46:12 50:17 83:16 87:3 88:25 89:6 94:6,17 97:9 105:6 109:13 110:2,4,8 114:6,7,25 115:23 119:5,7,17 122:17		<b>sorted</b> 46:5 105:16	<b>state's</b> 56:10
<b>sending</b> 59:9 79:23 81:6 99:1		<b>sounded</b> 86:8,9 112:16	<b>stated</b> 93:7,9 103:17 108:10 110:7 118:18 119:6
<b>sends</b> 79:12		<b>sources</b> 111:13	<b>statement</b> 42:11,12, 23 43:23 44:4 46:15 58:7 75:21 109:19
<b>senior</b> 90:9 124:10		<b>southern</b> 50:23	<b>statements</b> 41:18
<b>separate</b> 48:23 66:5		<b>speak</b> 39:3	<b>states</b> 74:25 78:25 89:8 92:6 110:2
<b>separately</b> 85:13		<b>speaking</b> 39:1	<b>stating</b> 119:6
<b>serve</b> 74:25 105:9,19		<b>specific</b> 115:3	<b>status</b> 84:1
<b>serves</b> 110:12,16,22		<b>specifically</b> 83:18 88:5 96:5	<b>statute</b> 66:12
<b>service</b> 37:22 43:7 44:10 45:6,13 46:4 53:15 59:14 61:12 62:9 64:20 73:14 74:10,22 77:6,9 79:6, 13 80:12 83:10 84:13 90:15 95:22 111:3 118:11 119:4,13,20 124:8	<b>shut-offs</b> 83:16	<b>spell</b> 74:5 104:12 124:2	<b>statutes</b> 40:1 44:13, 18,21 46:10 47:2
<b>services</b> 97:11 98:3	<b>shut-out</b> 89:13	<b>spent</b> 81:18	<b>stay</b> 104:1
<b>set</b> 37:3 55:7 85:1	<b>sic</b> 58:7 112:1	<b>spoke</b> 59:1,15	<b>stays</b> 43:18 53:13
<b>short</b> 67:17	<b>significance</b> 119:12	<b>Springfield</b> 75:11	<b>step</b> 73:22 103:25 117:9 126:7
<b>shouting</b> 58:4	<b>Silvey</b> 85:22	<b>Staff</b> 37:20,21 39:24 40:21 42:7 46:15,21, 25 47:7,18,19 55:3 57:17 65:1,9 73:18 78:20 99:25 103:6,14, 19 107:14,25 111:15 112:4,11 113:4 116:13 123:12,19,23 124:13, 16,19,22 125:24,25 126:8 127:15,17 128:20	<b>Stiens</b> 37:4,13,15 38:4,17,21 39:4,15 40:5,7,10,25 41:4,11, 22 42:16,21 43:2 44:3, 22 45:4,9,11,16,21 47:8,16,19,21 48:1,4, 12 49:1,6,11,12 52:4, 6,9,15 57:2,5,9,13 58:2 60:8,12,21,23 61:4,8 65:4,12 72:15 73:6,21 75:18 76:5 77:5,10,17,22,24,25 78:5,9,15 83:21 84:9 85:14,23,25 86:3 87:5 90:25 91:1 92:1,3 95:1,14 99:15,24 100:25 102:24 103:2,5 106:4,9 108:15 109:4, 6,9 111:14,23 112:4,
<b>show</b> 42:15 51:7 85:16 118:6,12 119:10 120:2	<b>similar</b> 126:23	<b>Staff's</b> 46:25 47:6,20 108:22 112:21 113:1 124:12,20,21 125:17 126:4	
<b>showed</b> 61:21 120:1	<b>similarities</b> 126:22	<b>stamp</b> 110:14	
<b>showing</b> 45:17 72:19 73:2	<b>Simkin</b> 44:9,11 60:5 73:25 74:1,3,7 78:23 86:5 94:20 100:3 101:24 103:13,25 104:24 107:11 116:19 117:9,18,19,22	<b>stand</b> 40:16 46:24 47:6,9 60:5,11 61:2	
<b>shown</b> 83:7	<b>Simkin's</b> 63:18	<b>standard</b> 92:24 106:19,20 126:12	
<b>shows</b> 52:17 54:9	<b>simply</b> 114:12	<b>standing</b> 39:21	
<b>shut</b> 46:4,12 63:7 66:8 70:14,16 71:7	<b>sir</b> 78:9 86:13 87:15 88:6 89:12 90:1 92:20 95:23 96:4,13 97:15 99:22 101:2 109:14 119:7 120:23 122:6, 23,25 123:4		

<p>18,23 113:2,23 114:17,19,21 116:12, 24 117:2,4,12 118:14, 15,17 124:24,25 125:7,15,22 126:2 127:6,8,9,24 128:6,7, 14,16</p> <p><b>Stiens'</b> 44:12 45:2 46:1,23 75:21 76:17 79:6,16 85:4 100:18 102:1 107:15 113:7,14 118:1,5</p> <p><b>Stine</b> 37:4 42:16 125:22</p> <p><b>Stines</b> 103:4</p> <p><b>stipulated</b> 46:8</p> <p><b>stipulations</b> 40:16, 18</p> <p><b>stood</b> 39:11</p> <p><b>stop</b> 41:21 65:15</p> <p><b>straightened</b> 123:9</p> <p><b>stuff</b> 53:20</p> <p><b>subject</b> 48:19 110:23</p> <p><b>submission</b> 127:10 128:10</p> <p><b>submit</b> 127:5,12,24 128:4,8</p> <p><b>submitted</b> 39:23,24 60:2,3 77:16</p> <p><b>subsequent</b> 107:8 109:25</p> <p><b>suggest</b> 107:21</p> <p><b>suggested</b> 48:7 91:9 103:17 107:12,24</p> <p><b>suggesting</b> 115:8</p> <p><b>suggestion</b> 100:15 103:18 108:22</p> <p><b>summarize</b> 74:21</p> <p><b>Sunday</b> 49:24 51:14 58:12,15 69:17 87:14</p> <p><b>supervisor</b> 53:9</p>	<p>90:10</p> <p><b>supplied</b> 40:18</p> <p><b>support</b> 106:21 107:2</p> <p><b>supports</b> 110:18 127:2</p> <p><b>suspend</b> 106:9</p> <p><b>sustained</b> 91:25</p> <p><b>switched</b> 82:23</p> <p><b>sworn</b> 42:20,21 49:7, 11 74:1,3 104:7,9 117:19 123:22,24</p> <p><b>system</b> 76:2,25 80:2, 16 82:3 94:9 104:21</p> <p><b>systematically</b> 107:7</p> <p><b>systems</b> 81:19</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>tainted</b> 53:18</p> <p><b>takes</b> 47:6 95:13</p> <p><b>talk</b> 38:19 63:14 68:3 89:24 90:5,16,22</p> <p><b>talked</b> 45:13 50:1 53:7,8 90:2 107:7</p> <p><b>talking</b> 38:10,14 58:3 61:15 103:13 112:2 118:7</p> <p><b>tariff</b> 48:20 66:12 79:20 81:8 102:18</p> <p><b>tariffs</b> 44:13,19,21 46:11 47:2 55:6 65:24 66:2 102:9 105:4 120:13 121:11</p> <p><b>technically</b> 87:1</p> <p><b>telling</b> 90:11 91:6 108:16</p> <p><b>ten</b> 62:12 80:14 94:1 97:21 107:9 109:16 126:14</p> <p><b>ten-day</b> 109:25</p>	<p><b>tender</b> 125:21</p> <p><b>terms</b> 41:17 97:25</p> <p><b>testified</b> 49:11 74:3 104:9,24 116:24 117:3,19 123:24</p> <p><b>testify</b> 41:18 43:25</p> <p><b>testifying</b> 116:10</p> <p><b>testimony</b> 44:7 49:12 63:18 107:8 116:20 117:6,23</p> <p><b>Texas</b> 50:22 82:19,22 83:8</p> <p><b>theory</b> 98:19</p> <p><b>thing</b> 51:16 52:11 53:3,13 56:9 66:4 96:23 100:24 101:16 111:18 121:25 127:25</p> <p><b>things</b> 38:19 43:20 44:1 48:7 49:17 56:19 66:25 113:19 126:22</p> <p><b>thinking</b> 60:23 64:9</p> <p><b>third-party</b> 76:3 81:13 84:17</p> <p><b>Thirty-five</b> 58:25</p> <p><b>thought</b> 43:11 55:11, 20 59:20 65:20 68:11 83:1</p> <p><b>thoughts</b> 41:13</p> <p><b>thousand</b> 101:12</p> <p><b>threatening</b> 62:11</p> <p><b>throw</b> 53:25</p> <p><b>Thursday</b> 50:5,12</p> <p><b>till</b> 51:16 69:18</p> <p><b>time</b> 37:2,3,11 38:4,8 39:9 41:20 43:25 45:10 47:8,24 48:5 50:2,10,19,24 51:23 52:23,25 54:7,10,11, 12 56:19,20 57:22 59:16 60:10 61:4,20 63:1,12,24 64:6,17 65:16 66:21 67:16</p>	<p>68:10 69:14 70:11 72:20 80:10 83:1 85:23 90:8 93:21 97:11 98:3,21 110:8 118:22,23 126:7,13</p> <p><b>timeline</b> 75:20</p> <p><b>timely</b> 110:19 113:21 114:3</p> <p><b>times</b> 71:10,17 92:14 96:24 97:3</p> <p><b>timing</b> 45:14 95:12 101:15</p> <p><b>today</b> 37:1,9 38:6,14, 19 39:5,16 44:7 46:7 60:4 85:21 95:22 96:2 126:9</p> <p><b>told</b> 50:3 58:14 61:21 63:2,5 111:4</p> <p><b>town</b> 111:7</p> <p><b>Tracy</b> 126:13</p> <p><b>train</b> 55:20</p> <p><b>trained</b> 95:2,10</p> <p><b>training</b> 91:7</p> <p><b>transcripts</b> 126:13</p> <p><b>transferring</b> 122:1</p> <p><b>treated</b> 59:25 77:10</p> <p><b>triggers</b> 107:6</p> <p><b>trips</b> 81:15 88:8,17</p> <p><b>trouble</b> 56:14</p> <p><b>truck</b> 98:1</p> <p><b>true</b> 111:5</p> <p><b>Tuesday</b> 50:4</p> <p><b>turned</b> 84:2</p> <p><b>Twenty-one</b> 79:15</p> <p><b>two-day</b> 79:24</p> <p><b>type</b> 51:16 59:8 91:11 119:5</p> <p><b>typically</b> 96:9</p>
---	---	---	---



<hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>Uh-huh</b> 86:7 88:24 90:24 97:4 100:17 103:16</p> <p><b>unable</b> 84:5</p> <p><b>unclear</b> 117:4</p> <p><b>understand</b> 38:13 46:1 48:1,6 63:17 78:10,17 94:4 111:22, 25</p> <p><b>understandable</b> 108:2</p> <p><b>understanding</b> 38:19 71:25 105:2 107:14,17,20</p> <p><b>union</b> 75:5</p> <p><b>unique</b> 115:2</p> <p><b>unknown</b> 71:21</p> <p><b>unknowns</b> 54:2 69:5</p> <p><b>unleaded</b> 69:1</p> <p><b>unmute</b> 65:16</p> <p><b>unreasonable</b> 128:11</p> <p><b>unreceive</b> 113:16</p> <p><b>upset</b> 59:12 123:5</p> <p><b>upsetting</b> 63:13 78:11,16</p> <p><b>utilities</b> 71:5 121:25</p> <p><b>utility</b> 48:20 55:19 56:11 57:8 66:24 67:10 69:11 70:21 71:6 72:1 73:13 83:14, 16 96:17,20 99:2 106:19 107:4 119:14, 18 120:25 121:4</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>valid</b> 125:13</p> <p><b>variables</b> 53:1</p>	<p><b>variance</b> 54:24</p> <p><b>vendor</b> 84:17</p> <p><b>verify</b> 60:6</p> <p><b>versus</b> 37:5 48:16 81:21</p> <p><b>Veterans</b> 50:11,12 51:1 63:21 64:2,4,5,9, 15 69:7,21,25 70:5</p> <p><b>violate</b> 39:25</p> <p><b>violated</b> 44:18 48:18</p> <p><b>violations</b> 44:20 47:1 55:4 107:19 111:16</p> <p><b>virtually</b> 38:13</p> <p><b>virtue</b> 115:16</p> <p><b>voices</b> 76:21</p> <p><b>void</b> 114:25 115:24</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>wait</b> 51:6,15,17 54:22, 23,24 55:21 61:1 63:17 110:8</p> <p><b>waive</b> 38:19 83:13 96:22 99:3 120:7 122:2 127:10</p> <p><b>walk</b> 84:18</p> <p><b>wanted</b> 40:7 57:4 58:6 67:8,11 69:19 100:6 101:4 103:21 123:8</p> <p><b>wanting</b> 41:12 59:8 85:14 90:19</p> <p><b>Watch</b> 76:1</p> <p><b>watching</b> 56:16</p> <p><b>water</b> 67:11</p> <p><b>ways</b> 41:1 84:12</p> <p><b>weather</b> 68:17</p> <p><b>web</b> 84:15,16</p> <p><b>Wednesday</b> 50:5</p>	<p><b>week</b> 50:10,25 69:21</p> <p><b>weekly</b> 101:8</p> <p><b>weights</b> 56:9 67:9,10, 20</p> <p><b>Whitney</b> 37:21</p> <p><b>whoa</b> 49:16</p> <p><b>withdraw</b> 111:23 112:23</p> <p><b>witness's</b> 63:16</p> <p><b>witnesses</b> 40:15,20, 21 47:15,18,20 60:25 123:16 126:8</p> <p><b>wondering</b> 39:4,15 86:11 110:1</p> <p><b>worded</b> 41:1</p> <p><b>work</b> 107:6,10 124:8</p> <p><b>works</b> 90:9 93:24 97:20</p> <p><b>worry</b> 90:13</p> <p><b>Wow</b> 86:8</p> <p><b>wrap</b> 127:20</p> <p><b>write</b> 84:1 127:25</p> <p><b>write-off</b> 119:1</p> <p><b>writing</b> 92:9</p> <p><b>written</b> 59:4 127:1</p> <p><b>wrong</b> 43:13 55:5,12 67:23 95:1 100:24 126:17 127:1</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>years</b> 73:11 74:12,14, 16,17,18,20 80:9 121:17</p>
--	--	--