

**THE SECRETARY OF THE COMMISSIONS
MISSOURI PUBLIC SERVICE COMMISSION**

FILED⁴

JUL 26 2004

**Missouri Public
Service Commission**

Case No. GC-2004-0216

JAMES DUDLEY

COMPLAINANT

VS.

**MISSOURI GAS ENERGY A
DIVISION OF SOUTHERN UNION COMPANY**

RESPONDENT

REPLY BRIEF FOR COMPLAINANTS

**JAMES DUDLEY (PRO SE)
4247 AGNES
KANSAS CITY, MO. 64130
PH. (816) 682-1689
ATTORNEY FOR COMPLAINANT**

1. When Complainant received the gas bill in the amount of \$2,510.00 in July of 2002 (**Exhibit 5, Schedule 1,**) Complainant called (MGE) Respondent and notified MGE of the billing amount that caused the Complainant's (Mr. Dudley) account to be in dispute, according to **Rule 4 CSR 240-13.045, #1** A dispute must be registered with the utility at least twenty-four (24) hours prior to the date or proposed discontinuance of service as provided by these rules and **8.01 Claims and Complaints Settlements-Residential Only** A dispute must be registered with the utility at least twenty-four(24) hours prior to the date or proposed discontinuance of service as provided by these rules.
2. The amount in dispute is \$2,510.00 not part of the billing account, but the whole billing account.
3. In order for a part of a bill not to be in dispute the parties must mutually agree on the amount not in dispute, not whomever feels what part of the bill is not a dispute. (**Exhibit 4 page 1 # 5**) **4 CSR 240-13.045 Disputes** If a customer disputes a charge, s/he shall pay to the utility an amount equal to that part of the charge not in dispute. The parties shall mutually determine the amount not in dispute. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount in

dispute and (8.01, Exhibit 4 page 4 # Claims and Complaints Settlements-Residential Only), A customer may advise the Company that a claim is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the Company. A dispute must be registered with the utility at least twenty-four (24) hours prior to the date of proposed discontinuance for a customer to avoid discontinuance of service.

4. Not one time did (MGE) Respondent introduce one document nor did MGE's Employees Ms. Wanda Bussey, whom Mr. Dudley talked with on the 15th and 24th of July of 2002 state that she and Mr. Dudley came to an agreement about the amount that was not in dispute or
5. Shirley Bolden whom stated that she never spoke with Mr. Dudley at all and Ms. Bolden never stated or testified in her Rebuttal Testimony that she and Mr. Dudley came to an agreement about an amount not in dispute.
6. PSC Staff Mr. Russo never stated or had in his testimony that he and Mr. Dudley agreed on the amount that was not in dispute. The rules states **(Exhibit 4 page 1 # 5) 4 CSR-240-13.045, If a customer disputes a charge, s/he shall pay to the utility an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall**

consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount in dispute and (8.02, Exhibit 4 page 4 #8.02,) Payment of Amount not in Dispute: The amount in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount not in dispute.

7. There was not one document that was entered into evidence that showed or was stated a date that an agreement was made on the amount that was not in dispute. **(Exhibit 4, page 1), 4 CSR 240-13.045 Dispute, #2** When a customer advises a utility that all or part of a charge is in dispute, the utility shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties and (Exhibit 4 page 4 #8.02), If a customer disputes a charge, s/he shall pay to the utility an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties and (Exhibit 4, page 7), **8.08 Discontinuance Pending Decision:** The Company shall not discontinue residential service or issue a notice of discontinuance relative to the matter in dispute pending the

decision of the hearing examiner or other Commission personnel except pursuant to the terms of an interim determination. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute and any other pertinent factors in determining the amount in dispute, that is why the date changed from July 30, 2002 to July 24, 2002 because MGE failed to follow the rules.

8. On June 10, 2002, Mr. Dudley's bill was \$266.00, On June 10 MGE added \$38.00 to the \$266.00 (Exhibit 5, Schedule 13 B)

Which made Mr. Dudley's bill \$305.00 then on June 25, 2002, MGE added the \$2,204.00 to the \$305.00, which made Mr. Dudley's bill \$2,510.00. Then on July 10, 2002 MGE mailed the bill to Mr. Dudley's home for \$2,510.00 not for \$305.00. **(Exhibit 5, Schedule 1).**
9. Mr. Dudley's gas service has never been disconnected before the \$2,510.00 bill came to 4231 Tracy and Mr. Dudley refused to pay it, then service was disconnected on July 30 of 2002.
10. MGE never introduced one document that showed that a bill came to Mr. Dudley's home for \$305.00, but there is a Response Letter dated August 23, 2002 from PSC staff Tracy Leonburger that shows the July 30, 2002 disconnection supposedly for \$305.00 and MGE is asking for

**10 and 11). It does not make sense \$ 305 A 1,000, that's three time
that's amount**

11. The Complainant feels that MGE agreement does not apply in this complaint. In order to have an undisputed bill there must be a mutual agreement from the both parties, (MGE and Mr. Dudley) which there was not an agreement. MGE does not have one document to support their position.

Wherefore the Complainant ask the Commission to find in the favor for the Complainant and that MGE fail to follow the rules that is required to handle disputes.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "James Dudley", is written over a horizontal line.

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CERTIFICATE OF MAILING

I hereby certify on this ~~23~~ day of July 2004 that a copy of the foregoing was mailed or hand delivered to:

DEAN L. COOPER
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A handwritten signature in cursive script, appearing to read "James Dudley", written over a horizontal line.

James Dudley