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1 STATE OF MISSOURI
2 PUBLIC SERVICE COMMISSION
3
4 TRANSCRIPT OF PROCEEDINGS
5 Hearing
6 June 18, 2004
7 Jefferson City, Missouri
8 Volume 1
9 James Dudley,)
)
10 Complainant,)
)
11 vs.) Case No. GC-2004-0216
)
12 Missouri Gas Energy,)
)
13 Respondent.)
14
15
16 VICKY RUTH, Presiding,
17 SENIOR REGULATORY LAW JUDGE.
18
19 STEVE GAW, Chairman,
20 CONNIE MURRAY,
21 ROBERT M. CLAYTON,
22 JEFF DAVIS,
23 COMMISSIONERS.
24
25 REPORTED BY:
KELLENE K. FEDDERSEN, CSR, RPR, CCR
MIDWEST LITIGATION SERVICES

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APPEARANCES:

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FOR: Staff of the Missouri Public
Service Commission.

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

2 JUDGE RUTH: Good morning. My name is
3 Vicky Ruth, and I'm the Regulatory Law Judge assigned to
4 this case. Today's date is Friday, June 18, 2004, and we
5 are here for a hearing in Case No. GC-2004-0216. It's
6 James Dudley, Complainant vs. Missouri Gas Energy,
7 Respondent.

8 Before I move to the entries of appearance,
9 I want to remind the parties that if you want an
10 electronic copy of the transcript, you will need to talk
11 to the court reporter before you leave today.

12 Let's start then with the entries of
13 appearance. Mr. Dudley, are you representing yourself?

14 MR. DUDLEY: Yes, I am.

15 JUDGE RUTH: Okay. Sir, you may stay
16 seated, but would you turn the microphone towards you.
17 Okay. And would you state your name and address for the
18 record?

19 MR. DUDLEY: James Dudley.

20 JUDGE RUTH: It may be off. Now it's on.
21 Thank you.

22 MR. DUDLEY: James Dudley, 4247 Agnes,
23 Kansas City, Missouri 64130.

24 JUDGE RUTH: Okay. And you are
25 representing yourself today, correct?

1 MR. DUDLEY: Yes, I am.

2 JUDGE RUTH: Okay. Thank you. MGE?

3 MR. COOPER: Dean L. Cooper from the law
4 firm of Brydon, Swearengen & England, P.C., P.O. Box 456,
5 Jefferson City, Missouri 65102, appearing on behalf of
6 Missouri Gas Energy, a division of Southern Union Company.
7 Also appearing is Mr. Herman Loepp.

8 MR. LOEPP: 3420 Broadway, Kansas City,
9 Missouri 64111.

10 JUDGE RUTH: You said also appearing.
11 Could you give me that name again?

12 MR. LOEPP: Yes, it's Herman Loepp,
13 L-o-e-p-p.

14 JUDGE RUTH: L-o-e-p-p. Thank you. And
15 Staff?

16 MR. BERLIN: Robert S. Berlin, appearing on
17 behalf of the Staff of the Missouri Public Service
18 Commission, Post Office Box 360, Jefferson City, Missouri
19 65102.

20 JUDGE RUTH: Okay. Thank you.

21 Okay. The procedure today, I want to spend
22 just a few minutes going over what I anticipate our
23 procedure will be at least. We're going to start with
24 brief opening statements. For that I'll need the counsel
25 or the parties to move up to the podium here.

1 This is an opportunity for each party to
2 give a brief overview of their case. It's not actually
3 testifying. It's a heads-up, if you will, of what's to
4 come.

5 I want to go over the witnesses that will
6 be testifying today. Mr. Dudley, it's my understanding
7 that you'll be testifying for yourself?

8 MR. DUDLEY: Correct.

9 JUDGE RUTH: Can you tell me who else,
10 then, you had anticipated having?

11 MR. DUDLEY: Public Service Commission
12 Staff Tracy Leonberger, MGE employee Shirley Bolden, MGE
13 employee Wanda Bussey.

14 JUDGE RUTH: Sir, were you expecting to
15 call Ms. Bolden yourself or did you realize that MGE will
16 probably be calling her and you'll have opportunity to
17 cross-examine her?

18 MR. DUDLEY: I had anticipated calling her
19 myself, but I'll cross-examine.

20 JUDGE RUTH: So tell me again; yourself,
21 Ms. Leonberger, Ms. Bolden.

22 MR. DUDLEY: And Ms. Wanda Bussey.

23 JUDGE RUTH: Is Ms. -- is it Bussey, Busey?

24 MR. COOPER: Bussey.

25 JUDGE RUTH: Is she present today?

1 MR. COOPER: She is present, your Honor.

2 JUDGE RUTH: And was that everyone,
3 Mr. Dudley?

4 MR. DUDLEY: Yes, it was.

5 JUDGE RUTH: Okay. MGE, it's my
6 understanding that your only witness is Ms. Bolden?

7 MR. COOPER: Correct.

8 JUDGE RUTH: And, Staff, your witness is
9 Mr. Russo?

10 MR. BERLIN: Correct.

11 JUDGE RUTH: Now, Mr. Dudley, the order of
12 the witnesses when you gave it to me was yourself, Dudley,
13 Leonberger and then Bussey; is that correct?

14 MR. DUDLEY: Correct.

15 JUDGE RUTH: That's the order then that
16 we'll call your witnesses. We'll start with you, then
17 move to Ms. Leonberger, and then Ms. Bussey.

18 MR. COOPER: Bussey.

19 JUDGE RUTH: Bussey. I'm sorry.

20 Now, at the end of today's hearing, we'll
21 discuss the possible need for post-hearing Briefs. We'll
22 determine then at the end of the hearing whether those
23 will be necessary and the date that they would need to be
24 filed.

25 Are there any other preliminary matters

1 that need to be addressed? This is procedural things,
2 something I may have overlooked. Mr. Dudley?

3 MR. DUDLEY: No more than I just had
4 exhibits.

5 JUDGE RUTH: We will do your exhibits in
6 just a moment. That's great.

7 MGE, any other procedural matters?

8 MR. COOPER: No, your Honor.

9 JUDGE RUTH: And Staff?

10 MR. BERLIN: No, your Honor.

11 JUDGE RUTH: Mr. Dudley, can you tell me
12 how many different exhibits you anticipate offering?

13 MR. DUDLEY: Approximately 30.

14 JUDGE RUTH: 30 different exhibits?

15 MR. DUDLEY: Yeah.

16 JUDGE RUTH: Just a moment. I'm
17 determining when we're going to start, and if we need a
18 break now. Okay.

19 MR. DUDLEY: Let me clarify that one more
20 time. Seven exhibits, but altogether with reference, it
21 will still be close to 30.

22 JUDGE RUTH: I'm just sending the
23 Commissioners an e-mail that we're about ready to start.
24 If you-all will be patient and bear with me, we'll give
25 them a moment.

1 Mr. Dudley, we're going to just offer your
2 and everyone else's exhibits as we go through. If you'll
3 just get them in order, when it comes time to offer them,
4 we'll mark them at that time.

5 And we're going to wait, oh, probably three
6 or four minutes for the other Commissioners to come down.
7 I'd ask that you please stay in the room, but we'll go off
8 the record for just a few minutes.

9 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

10 (EXHIBIT NOS. 1, 2 AND 3 WERE MARKED FOR
11 IDENTIFICATION BY THE REPORTER.)

12 JUDGE RUTH: Back on the record.

13 MR. DUDLEY: Good morning. May it please
14 the Commission? This case of action is from the failure
15 of MGE, failure to follow the rules of the Public Service
16 Commission and MGE's rules that governs the rule of
17 dispute, Section 8.01, dispute and Public Service
18 Commission, 4 CSR 240 of discontinuance of service.

19 This case is -- the complainant will show
20 that the gas company failure to follow the rules of
21 disconnecting the service while a bill was in dispute and
22 it shouldn't have been disconnected, and Mr. Dudley and
23 his family was without gas service due to MGE's not
24 following the rules. Mr. Dudley received a gas bill from
25 MGE; Mr. Dudley called and complained about the bill.

1 When MGE didn't get the response that they wanted, MGE
2 turned the service off for the amount of \$2,510 that was
3 disputed from a transfer account.

4 Mr. Dudley called MGE and spoke with Wanda
5 Bussey on July the 15th. He spoke with and told her that
6 the \$2,500 bill that he received July the 10th was not
7 his, and then Mr. Dudley further continued to try to get
8 the problem solved. So Mr. Dudley wrote the Public
9 Service Commission. Then again Mr. Dudley called
10 Ms. Wanda Bussey, again on the 24th of July, still
11 complaining about the \$2,500 bill.

12 Service was disconnected on the 30th of
13 July while the bill was still being in dispute, and the
14 dispute rule would show that when you notified a utility
15 in 24 hours before the service is connected, that the
16 service should not be disconnected. And even when I wrote
17 the Public Service Commission, Ms. Tracy Leonberger sent a
18 fax to Ms. Bolden at MGE asking them to stop collections.
19 Service turned off the same day they received the fax.
20 And what we'll show is that the transfer bill wasn't
21 Mr. Dudley's bill from a rental property, and that MGE
22 failed to follow the rules of the Public Service
23 Commission, MGE's rules in handling this disputed case and
24 the transferred bill.

25 That is all I have.

1 JUDGE RUTH: Thank you, Mr. Dudley.

2 Mr. Dudley, could you come back to the
3 stand? I believe the Commissioners may have a few
4 questions for you now.

5 COMMISSIONER CLAYTON: Mr. Dudley, thank
6 you. My name is Robert Clayton; I'm a member of the
7 Commission. I wanted to ask a couple of questions just so
8 I can frame these issues that we're going to be discussing
9 here today and that the witnesses will be providing
10 testimony.

11 First of all, you're asking that you not be
12 held responsible for the \$2,000 figure of gas service
13 coming from 4024 Prospect Avenue; is that correct?

14 MR. DUDLEY: That's correct.

15 COMMISSIONER CLAYTON: You are also asking
16 to not be held responsible for some gas service past due
17 amounts at 4024 Prospect in the amount of, what, around
18 100 bucks, something like that?

19 MR. DUDLEY: I'm not disputing that bill.

20 COMMISSIONER CLAYTON: You're not disputing
21 the 104.63?

22 MR. DUDLEY: Right. The only thing about
23 the 104 was added to the 2,000, which made it 2,204.

24 COMMISSIONER CLAYTON: So you agree you owe
25 the 104.63?

1 MR. DUDLEY: Yes, I do.

2 COMMISSIONER CLAYTON: Okay. And that was
3 for the time period July 2001 through April 2002?

4 MR. DUDLEY: Right. But I want to iterate
5 this, too. The reason why I am not disputing that is
6 because at the year of this, I was shown what was my
7 portion of the bill and what portion that wasn't. So at
8 the time I had disputed the whole 2,200, but down the
9 line, I learned that 104 of them belonged to me, which I
10 don't dispute.

11 COMMISSIONER CLAYTON: Okay. And you are
12 also arguing that MGE violated its tariffs and Commission
13 rules and regulations by disconnecting your gas service at
14 the Tracy Street address?

15 MR. DUDLEY: Yes, I am.

16 COMMISSIONER CLAYTON: Okay. Now, are
17 there any other issues that we have to decide?

18 MR. DUDLEY: No.

19 COMMISSIONER CLAYTON: That's it. Now,
20 lastly I want to ask you this question: Will the evidence
21 that you will be presenting show that you owed money for
22 gas service at Tracy Street or not?

23 MR. DUDLEY: Yes.

24 COMMISSIONER CLAYTON: That you do owe
25 money for the Tracy Street address?

1 MR. DUDLEY: Right.

2 COMMISSIONER CLAYTON: Okay. So you admit
3 that you owe that money as well?

4 MR. DUDLEY: But the only -- let me iterate
5 it again. The bill came out as \$2,510. Later on down the
6 line, as I found out that I owed the 104, then I found out
7 that I still had a 305, but the 305 was combined with the
8 2,200, which caused it to be a \$2,500 bill.

9 COMMISSIONER CLAYTON: Okay. When the gas
10 got shut off on Tracy Street, did you owe money for Tracy
11 Street?

12 MR. DUDLEY: That was in dispute, the
13 \$2,510. See, the 305 and the 2,200 was combined June the
14 25th.

15 COMMISSIONER CLAYTON: I understand. I
16 understand. The question is, you owed -- was it 305 for
17 the Tracy Street address when it got disconnected?

18 MR. DUDLEY: No. When it got disconnected
19 it was \$2,510.

20 COMMISSIONER CLAYTON: But a big chunk of
21 that was for the other address?

22 MR. DUDLEY: Right. That was the combined
23 that I disputed. So then later on down the line, like I
24 said, then that's when the 305 became at issue.

25 COMMISSIONER CLAYTON: Okay. Thank you.

1 JUDGE RUTH: Mr. Cooper?

2 MR. COOPER: Good morning, Commissioners,
3 Judge Ruth. MGE, I think, essentially does have some
4 agreement with Mr. Dudley at this point, because we
5 believe there are two issues here today for you to decide.
6 First, was the disconnection of natural gas service at
7 4231 Tracy, Mr. Dudley's residence, proper and in
8 accordance with the Commission's rules and the company's
9 tariffs?

10 Second, may MGE transfer amounts related to
11 natural gas service provided to 4024 Prospect, rental
12 property owned by Mr. Dudley, to Mr. Dudley's bill?

13 The evidence will show that the answer to
14 the first question is yes. MGE notified Mr. Dudley
15 several times of an impending discontinuation of his gas
16 service at 4231 Tracy between May 9th of 2002 and
17 July 16th of 2002. These notices were based upon
18 Mr. Dudley's failure to pay for natural gas provided to
19 Mr. Dudley in Mr. Dudley's name at 4231 Tracy, his
20 residence.

21 On July 24th, 2002, service was
22 discontinued at 4231 Tracy because of Mr. Dudley's failure
23 to pay the amounts owed at that time for service provided
24 at 4231 Tracy, and from May 7, 2002 through July 24, 2002,
25 Mr. Dudley made no payment towards the outstanding amount

1 owed for service provided to that Tracy address.

2 As to the 4024 Prospect amounts, MGE
3 provided natural gas service to 4024 Prospect in the name
4 of a Sara Chappelow from on or about September 26, 2000
5 through April of 2001. In April of 2001, it was reported
6 to MGE that Sara Chappelow never resided at 4024 Prospect.

7 MGE was later provided a police report.
8 Indicates that Sara Chappelow had items stolen from her
9 car on September 15, 2000, to include her driver's license
10 and Social Security card. A balance of 2,099 -- \$2,099.96
11 remained outstanding for the period of time service was
12 provided in the name of Sara Chappelow.

13 MGE later provided service in Mr. Dudley's
14 name at 4024 Prospect from August 3, 2001 through
15 April 17, 2002, and as of April 17, 2002, Mr. Dudley owed
16 MGE 104.63 for natural gas service provided in his name at
17 4024 Prospect.

18 On April 24, MGE later transferred the
19 amount of \$2,099 to Mr. Dudley's account for 4024
20 Prospect. Then later yet, on June 25th, 2002, MGE
21 transferred the amount of 2,204.59, which is both the 2 --
22 or the \$2,099 amount and the 104 amount to Mr. Dudley's
23 name at 4024 Prospect -- I'm sorry -- to Mr. Dudley's
24 account at 4231 Tracy. In doing so, MGE relied upon
25 Section 3.012 of its tariff, which provides that it

1 reserves the right to transfer any unpaid amount from
2 prior services to current service accounts.

3 Now, it's MGE's position that Mr. Dudley
4 had the benefit of use of the service provided to his real
5 estate located at 4024 Prospect during the winter of
6 2000-2001 in that this use prevented further deterioration
7 of the residence.

8 Also, investigation reveals that Mr. Dudley
9 had paid a Kansas City Power & Light Company bill during
10 the time period natural gas service was being provided to
11 4024 Prospect in the name of Sara Chappelow, and when MGE
12 inquired about this time period, Mr. Dudley was unable to
13 provide any meaningful information as to the identity of
14 his tenant during the time the account was in the name of
15 Sara Chappelow.

16 As a final matter, regardless of what the
17 Commission decides in regard to the amounts associated
18 with the unknown tenant at 4024 Prospect, it's clear that
19 MGE is not required at this time to provide gas service to
20 Mr. Dudley. Section 3.026 of MGE's tariffs also provides
21 that the company shall not be required to commence
22 supplying gas service if, at the time of application, the
23 applicant is indebted to company for such gas service
24 previously supplied at the same premises or any former
25 premises until payment of such indebtedness has been made

1 or shall have been made.

2 Setting aside the unknown tenant amounts,
3 that \$2,099 bill, Mr. Dudley continues to owe MGE for
4 service provided in his name at 4231 Tracy, 4024 Prospect,
5 3514 Bales and 3312 Moulton, two additional addresses.
6 Thus, even if it were determined that Mr. Dudley does not
7 have any responsibility for the unknown tenant amount, he
8 would still not be eligible to receive gas service as of
9 today.

10 Now, MGE has provided in this case the
11 rebuttal testimony of Ms. Shirley Bolden, who's the
12 manager of the MGE customer contact center. Ms. Bolden is
13 with us today, will be called by MGE and will be available
14 for questions.

15 Also present with us today is Ms. Wanda
16 Bussey, who's a senior customer service representative.
17 Mr. Bussey -- or excuse me -- Mr. Dudley attempted to
18 subpoena Ms. Bussey. I don't know that that service was
19 ever completed, but Ms. Bussey is here and available to
20 testify and to answer questions from the Commission.

21 Thank you very much.

22 JUDGE RUTH: Could you step back up here,
23 Mr. Cooper?

24 COMMISSIONER CLAYTON: I'm sorry,
25 Mr. Cooper. The Chairman distracted me --

1 MR. COOPER: Sorry I ran off so quick.

2 COMMISSIONER CLAYTON: -- while you were
3 trying to escape.

4 Just so I can frame up the issues for my
5 perspective, MGE is still seeking for Mr. Dudley to pay
6 the outstanding amount from the 4024 Prospect Avenue
7 that's roughly \$2,099; is that correct?

8 MR. COOPER: That's correct. There's
9 actually two amounts that we're seeking to have Mr. Dudley
10 pay.

11 COMMISSIONER CLAYTON: The second figure
12 would be 104.63?

13 MR. COOPER: That's correct.

14 COMMISSIONER CLAYTON: For the time period
15 that the elusive Ms. Chippewa or --

16 MR. COOPER: Chappelow.

17 COMMISSIONER CLAYTON: -- Chappelow left.

18 Okay. What is the amount that MGE believes
19 is owed for 4231 Tracy Street? Do you have that figure?

20 MR. COOPER: If you give me just a second.

21 COMMISSIONER CLAYTON: Well, I'm going to
22 ask that one, and then I'm going to ask each of the other
23 ones, the 4513 Bales and the 3312 Moulton addresses as
24 well that you stated. We've got so many different
25 addresses here, real estate tycoon. But I've got to keep

1 all this straight.

2 MR. COOPER: Commissioner, MGE believes
3 that there is remaining due on the Tracy account 116.97,
4 that there remains due on the Prospect account the 104.63,
5 in addition to that 2,099 that we also talked about. MGE
6 believes that on the Moulton account there remains due
7 \$324.15.

8 COMMISSIONER CLAYTON: 324.14?

9 MR. COOPER: 15. And that there remains
10 due on the Bales account \$250.20.

11 COMMISSIONER CLAYTON: Okay. And I would
12 ask that you point to me in the -- either the testimony or
13 the attached exhibits if we have a copy of the bill that
14 would have been sent to Mr. Dudley when transferred to the
15 Tracy Street address. I'm assuming that they were all
16 transferred to the Tracy Street address.

17 MR. COOPER: They would have been
18 transferred eventually. I do not know that there is a
19 bill in the record at this time that reflects the Moulton
20 and the Bales amounts being transferred to the Tracy
21 address. I think that in Mr. Dudley's surrebuttal
22 testimony, in fact, there's a copy of the July 10, 2002
23 bill which reflects the outstanding \$305 and a few cents,
24 and then also the transferred in amount.

25 COMMISSIONER CLAYTON: Are they all lumped

1 together in one figure or each address set out, do you
2 know?

3 MR. COOPER: On that particular bill that I
4 referred to? On the particular bill I referred to, you're
5 only going to see the past due amount for 4231 Tracy plus
6 the amount that was transferred in from the 4024 Prospect.
7 I believe that the bills at that point in time for Bales
8 and Moulton went to those addresses. They were separate
9 billings. They weren't on the same bill.

10 COMMISSIONER CLAYTON: And for legal -- in
11 terms of a legal question for the purposes of MGE, we
12 should focus on MGE's tariff in Section 1.04 in terms of
13 definition of customer, as well as the discontinuance of
14 service provision of 3.02. Are there any other relevant
15 tariff provisions that we should be mindful of?

16 MR. COOPER: Commissioner, I think we're
17 also going to get into some of the Section 8 provisions as
18 well.

19 COMMISSIONER CLAYTON: Okay. Thank you
20 very much.

21 JUDGE RUTH: Staff, let's move to your
22 opening, please.

23 MR. BERLIN: Good morning, Commissioner,
24 Judge Ruth. Upon Staff's investigation of Mr. Dudley's
25 complaint, Staff believes that the primary issue involved

1 in this complaint is the amount of \$2,099.96 for gas
2 service rendered to a person identified as Sara Chappelow
3 at 4024 Prospect Avenue during the period of October 2000
4 through April of 2001.

5 Staff's position, the evidence in testimony
6 and the evidence that will be presented here at hearing
7 will demonstrate and show that Mr. Dudley was not the
8 responsible customer for that gas service at 4024 Prospect
9 Avenue, that the person responsible for that gas service
10 was a lady identified as Sara Chappelow, and that that
11 lady identified as Sara Chappelow was the responsible
12 customer in terms of MGE's tariff Section 1.04 definition
13 of a responsible customer.

14 Staff also believes the evidence at the
15 hearing will show that Mr. Dudley was not a member of the
16 household during that period of time, and that Mr. Dudley
17 was the landlord of that property. And Staff believes as
18 well the evidence at hearing and certainly in the
19 testimony will show that Mr. Dudley was not the
20 responsible customer during the time frame in which the
21 \$2,099.99 for gas service at 4024 Prospect Avenue was
22 incurred.

23 There are other amounts mentioned
24 previously in the opening statements, and it is Staff's
25 position that the amount of 104.63 for gas service at

1 4024 Prospect Avenue that covers the time period of July
2 2001 through April of 2002 was in the name of Mr. Dudley
3 and that Mr. Dudley is the responsible customer for that
4 gas service. And Staff's position is that when Mr. Dudley
5 resolves his outstanding obligation with MGE, that MGE
6 must provide him gas service.

7 And to reiterate Staff's primary concern,
8 based on its investigation, is the amount of \$2,099.96
9 incurred by a lady identified as Sara Chappelow, who was
10 accepted by MGE as their customer in accordance with the
11 terms of their tariff, and that amount should not be
12 applied to Mr. Dudley's account.

13 That completes my statement.

14 JUDGE RUTH: Any questions from the Bench?

15 COMMISSIONER CLAYTON: Mr. Berlin, just a
16 few quick questions. It is Staff's position or your
17 evidence will show that Mr. Dudley's not responsible for
18 the \$2,000 figure for gas service when Ms. Chappelow was
19 supposedly residing at the apartment, correct?

20 MR. BERLIN: That is correct, sir.

21 COMMISSIONER CLAYTON: Staff does not
22 believe that Mr. Dudley meets the definition of customer
23 for purposes of transferring the bill under MGE's tariff;
24 is that correct?

25 MR. BERLIN: That is correct.

1 COMMISSIONER CLAYTON: Now, you made
2 reference to -- you said your evidence will show that
3 Mr. Dudley was not a resident of the residence there at
4 4024 Prospect Avenue. Is there -- is that what has to be
5 proven by MGE for a valid transfer of that bill in Staff's
6 position?

7 MR. BERLIN: Well, Staff's understanding of
8 MGE's argument is that -- that they are attempting to
9 transfer the bill incurred by Ms. Chappelow to Mr. Tracy
10 (sic) on an argument that -- Mr. Dudley under Section 3.02
11 of the tariff, which Mr. Cooper referenced earlier, had
12 received benefit and use of the gas service in his
13 landlord relationship, and that Staff's reading of the
14 tariff is that that applies to a member of the applicant's
15 household, not to a landlord.

16 Staff believes that the evidence that will
17 be uncovered here at hearing will demonstrate that
18 Mr. Dudley was not a member of Ms. Chappelow's household.

19 COMMISSIONER CLAYTON: Staff believes that
20 Mr. Dudley's responsible for the 104.63 amount due between
21 the months of July 2001 and April 2002 for
22 4024 Prospect; is that correct?

23 MR. BERLIN: That's correct.

24 COMMISSIONER CLAYTON: Does Staff have a
25 position on the amount due at the 4513 Bales address or

1 the 3312 Moulton Street address?

2 MR. BERLIN: Yes, Commissioner Clayton.

3 That is covered in the testimony that will be presented
4 into evidence, and staff's position is that those services
5 that you mentioned were taken out by Mr. Dudley, and that
6 Mr. Dudley was responsible for those.

7 COMMISSIONER CLAYTON: Okay. Last
8 question. Does Staff state a position or will its
9 evidence show what its position is regarding whether
10 MGE violated its tariffs by disconnecting service at
11 4231 Tracy Street?

12 MR. BERLIN: No, Commissioner Clayton.

13 COMMISSIONER CLAYTON: You don't take a
14 position or, no, they didn't violate their tariff?

15 MR. BERLIN: They did not violate their
16 tariff.

17 COMMISSIONER CLAYTON: Okay. Thank you.

18 JUDGE RUTH: Any other questions from the
19 Bench?

20 MR. BERLIN: Judge Ruth, I would just like
21 to mention that Staff's witness in this case is Mr. Russo,
22 and that Ms. Leonberger is prepared to appear. She was
23 subpoenaed by Mr. Dudley, not by Staff, but she is here to
24 appear at Mr. Dudley's request.

25 JUDGE RUTH: Thank you very much,

1 Mr. Berlin.

2 Okay. We're going to move now to calling
3 the first witness. Mr. Dudley, based on our discussion
4 before, I understand you're going to testify on your own
5 behalf, and you're going to testify first. So I'll need
6 you to move up here actually to this chair, the witness
7 stand.: And you may be seated, sir.

8 First thing I'm going to do is swear you
9 in. Would you please raise your right hand?

10 (Witness sworn.)

11 JUDGE RUTH: You may be seated, and would
12 you state again for the record your name and your address?

13 JAMES DUDLEY testified as follows:

14 MR. DUDLEY: My name is James Dudley,
15 4247 Agnes, Kansas City, Missouri 64130, Complainant.

16 JUDGE RUTH: Thank you, sir. And it's my
17 understanding that you previously submitted direct
18 testimony in this case or you filed it -- excuse me -- is
19 that correct?

20 MR. DUDLEY: That's correct.

21 JUDGE RUTH: Were you wanting to offer that
22 into evidence at this time?

23 MR. DUDLEY: Yes, I do.

24 JUDGE RUTH: Okay. Let me pull my copy.

25 Okay. I have in front of me your direct

1 testimony. Sir, did you bring any extra copies of this to
2 provide to the court reporter?

3 MR. DUDLEY: This direct testimony?

4 JUDGE RUTH: Uh-huh, your direct testimony.

5 MR. DUDLEY: I don't believe I did.

6 JUDGE RUTH: If you're wanting to offer it,
7 what you'll need to do on a break is get a copy for her
8 and talk to the counsel. They may already have copies,
9 since this is previously submitted, but if not, you'll
10 need to provide them with copies before we leave today.
11 But I'll let you go ahead.

12 MR. DUDLEY: Okay.

13 JUDGE RUTH: Was that a complete copy of
14 your direct testimony and its attachments? That would be
15 marked for identification purposes at this time as
16 Exhibit 4, by the way.

17 (EXHIBIT NO. 4 WAS MARKED FOR
18 IDENTIFICATION BY THE REPORTER.)

19 JUDGE RUTH: So Exhibit 4 has been marked
20 for identification purposes.

21 Mr. Dudley, you indicated you do want this
22 admitted into the record?

23 MR. DUDLEY: Yes, I do.

24 JUDGE RUTH: Exhibit 4 has been marked.
25 It's Mr. Dudley's direct testimony, and it has several

1 pages of attachments. Are there any objections to it
2 being received into the record?

3 MGE?

4 MR. COOPER: No, your Honor.

5 JUDGE RUTH: Staff?

6 MR. BERLIN: No, your Honor.

7 JUDGE RUTH: Okay. Exhibit 4 is received.

8 (EXHIBIT NO. 4 WAS RECEIVED INTO EVIDENCE.)

9 JUDGE RUTH: Now, Mr. Dudley, you also
10 filed surrebuttal testimony.

11 MR. DUDLEY: Correct.

12 JUDGE RUTH: And that surrebuttal testimony
13 has quite a few pages of attachments also.

14 MR. DUDLEY: Correct.

15 JUDGE RUTH: Are you wanting that to be
16 admitted into the record?

17 MR. DUDLEY: Yes, I do.

18 JUDGE RUTH: Okay. I'm marking that as
19 Exhibit 5 for identification purposes. Do you have a copy
20 for the court reporter?

21 MR. DUDLEY: Yes, I do.

22 JUDGE RUTH: Can you hand that to her,
23 please. Again Mr. Dudley, I think we'll take a break
24 around 10 o'clock, and you'll need to talk to the other
25 parties to see if they need copies, and when we go back on

1 the record you'll need to tell me whether or not you've
2 provided them to them.

3 MR. DUDLEY: I believe I sent everybody a
4 copy.

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

7 JUDGE RUTH: Now, the court reporter has
8 hers now; is that correct?

9 MR. DUDLEY: That's correct.

10 JUDGE RUTH: Exhibit 5 is being offered
11 into the record, and it is Mr. Dudley's surrebuttal
12 testimony. Are there any objections to it being received?

13 Mr. Cooper?

14 MR. COOPER: No objection.

15 JUDGE RUTH: Staff?

16 MR. BERLIN: No objection.

17 JUDGE RUTH: Okay. Exhibit 5, Mr. Dudley's
18 surrebuttal, is received into the record.

19 (COMPLAINANT'S EXHIBIT NO. 5 WAS RECEIVED
20 INTO EVIDENCE.)

21 JUDGE RUTH: Okay. Now, Mr. Dudley, your
22 direct and your surrebuttal is in the evidence now. At
23 this time if you want to add something or briefly
24 summarize it, clarify something, you may, but it's not
25 really appropriate for you to read everything into the

1 record that you've just -- we've had admitted. But this
2 is your opportunity -- if you had an attorney, they would
3 question you. Since you don't, you may offer your
4 statement.

5 After you do your statement or your brief
6 summary, there'll be some cross-examination by the other
7 parties, and there will be questions from the Bench,
8 mainly from the Commissioners, then you'll be allowed a
9 brief opportunity to address some of those questions.

10 MR. DUDLEY: Okay.

11 JUDGE RUTH: You may proceed.

12 MR. DUDLEY: On July the 10th --

13 JUDGE RUTH: Is that microphone on?

14 MR. DUDLEY: On July the 10th, 2002, I
15 received a gas bill from MGE for the amount of \$2,510 at
16 4231 Tracy, which is at my home. And if you'll look at my
17 Exhibit 5, page -- Schedule 1, it will show the bill. And
18 the previous -- I called MGE.

19 JUDGE RUTH: What page is the bill actually
20 on in Exhibit 5?

21 MR. DUDLEY: Schedule 1.

22 JUDGE RUTH: Schedule 1. Thank you. Got
23 it.

24 MR. DUDLEY: It was dated July the 10th,
25 2002 at 4231 Tracy. They had the previous balance at

1 305.54, then they showed a transfer balance of 2,500,
2 which to avoid disconnect pay before July 22 was \$2,510.
3 And that bill was \$2,528.

4 So I called MGE on the 15th of July and
5 talked to Wanda Bussey, who works for MGE, and I disputed
6 that bill at \$2,510. Not 305, \$2,510. And if you will
7 look at Exhibit 5, Schedule 10, page 5, that this was
8 Ms. Wanda Bussey's affidavit.

9 JUDGE RUTH: Let me give them just a moment
10 to find it. Maybe --

11 MR. DUDLEY: Maybe I can assist a little
12 bit.

13 JUDGE RUTH: I think we're getting there.
14 Sorry. You may proceed. Thank you.

15 MR. DUDLEY: Okay. Just to clarify this
16 document a little more, this is Missouri Gas Energy's
17 motion for summary judgment, Wanda Bussey's affidavit,
18 No. 5. Mr. Dudley told MGE he did not know the name of
19 the tenant at Prospect during the time the bill was owed.
20 So we spoke.

21 And if you turn to page 7, No. 15, MGE
22 terminated service at 4024 Prospect on April the 17th.
23 The balance from Prospect was transferred to the Tracy
24 account on June the 25th.

25 17, MGE notified Mr. Dudley of the balance

1 transfer and requested Mr. Dudley pay the indebttness from
2 Prospect. Mr. Dudley failed to do so. The gas service
3 terminated on July the 30th.

4 And that was -- so my understanding that it
5 was the service turned off because of the Prospect address
6 and not the Tracy account. So then I -- so you see that I
7 called before I wrote the Missouri Public Service
8 Commission on July the 18th, and which made it a dispute
9 bill, not a part of a bill. The whole bill was in dispute
10 on July the 15th when I called MGE.

11 So with no avail, I made informal complaint
12 to the Public Service Commission, which is Schedule 4.
13 Exhibit 5, Schedule 4, which is -- this was a Tracy F.
14 Leonberger fax to Shirley Bolden at MGE. If you turn to
15 page 2, the 8 now, on the complaint, you will see
16 complaint issue, it was bill. Complaint subissue,
17 disputed bill. So if you turn to page 4 on the same
18 Exhibit No. 3, Ms. Tracy Leonberger asked MGE to stop
19 collection proceedings while this is being investigated,
20 because it was a dispute, which at that time service was
21 disconnected.

22 And if you'd look at Exhibit -- I mean,
23 page 5 of the same exhibit, you will see that Sheila
24 Lumpe, Chairman of the Public Service Commission, who
25 accepted this complaint, this informal complaint on 7/18

1 of 2002. And Mr. Dudley on the second paragraph stated
2 that he is writing in regards to a gas bill being for
3 \$2,204 that don't belong to him that was transferred from
4 Prospect.

5 And so on the 18th I was still disputing
6 the gas bill, and that was before service was even turned
7 off on the 15th. And if -- I have advised MGE well within
8 the 24 hours timing that was required in order for the gas
9 service not to be disconnected, which if you look at
10 Exhibit 4, which I have Exhibit 1, dispute, 4 CSR
11 240-13.045, dispute: A customer shall advise the utility
12 that all or part of the charge is in dispute by writing,
13 written notice, and personal by telephone message, which I
14 called on the 15th of July to dispute the bill. Dispute
15 must be registered with the utility at least 24 hours
16 prior to the date of proposed discontinuance for the
17 customer to avoid discontinuance of service as provided by
18 these rules.

19 Call on the 15th, call on the 24th. Wrote
20 the Public Service Commission on the 18th. Gas service
21 turned off on the 30th of July 2002. So that part we
22 understand.

23 Then if you go to the same exhibit, page 2,
24 under discontinuance of service, and these are the rules
25 that I'm purporting that MGE didn't follow. Service may

1 be discontinued for any of the following reasons:

2 Non-payment of undisputed delinquent bill.

3 We never had that. It was always a dispute
4 from July the 15th all the way 'til the 30th, until today.
5 It's still a dispute. So don't none of these from 1 all
6 the way down to 2A don't apply to the complaint, which is
7 the last one, A , a failure of a customer to pay for
8 merchandise applying, don't none of these apply.

9 And if you look in No. 6, they said utility
10 shall not discontinue residential service pursuant to
11 Section 1 unless written notice by First Class mail is
12 sent to the customer at least 10 days prior to the date.
13 Never received no letter, no mail, no disconnect notice,
14 no billing statement. Still ain't following the rules.

15 They said service of a purported
16 discontinuance of service, notice by mail is completed
17 upon mailing as all times a utility may deliver a written
18 notice and shall maintain an adequate record date of
19 mailing or delivery.

20 A notice of discontinuance of service shall
21 not be issued unless that portion of a bill which is
22 determined to be the amount in dispute pursuant to 4 CSR
23 240-13.045. Still didn't have a right to turn the service
24 off, because it was still in dispute from July the 15th,
25 2002.

1 And if you turn to page 3 in the same
2 exhibit, this is Missouri Gas Energy general terms and
3 conditions for gas service. Claims and complaints,
4 residential only. Section 8.101, complainant dispute.
5 When a customer advises the company prior to the proposed
6 discontinuance of service that all or any part of any bill
7 is in dispute, the company immediately record the date,
8 time and place, attempt to resolve the matter. I'm just
9 kind of rushing through.

10 A customer may advise the company that a
11 claim is in dispute in any reasonable manner, such as
12 writing within -- the dispute must be registered with the
13 utility at least 24 hours prior to the date of the
14 proposed discontinuance for a customer to avoid
15 discontinuance of service provided by these general terms
16 and conditions for gas service.

17 Still, the rules still say that when you
18 call the utility, write a utility within this hours before
19 the proposed discontinuance of service, the service
20 shouldn't be disconnected. And it was, and that's my
21 issue that I'm complaining about.

22 And then if you turn to page 2, 78.02, they
23 said the payment of the amount not in dispute. If a
24 customer make a complaint on a disputed charge and he
25 shall pay to the company the amount equal to that part of

1 the charge not in dispute. The amount not in dispute
2 shall be mutually determined by the parties, not by
3 anybody that think that I deserve, well, we're going to
4 give them this. It's got to be a mutually determined
5 agreement, which we never had. You -- and it will show
6 never in writing, communication, notes or anything.

7 And then, I spoke with Ms. Bussey on the
8 15th and the 24th of July of 2002, which was plenty of
9 time. I had -- on the 15th when I called and the gas
10 service turned off on the 30th, this was 15 days. When
11 I talked to her on the 24th, it was six days, way within
12 the limit of 24 hours.

13 And if we look at Exhibit 5, Schedule 13,
14 this is Sara Chappelow's bill at 4024 Prospect, but this
15 is MGE's customer contact entry from 4/30 to 4/24/02,
16 there is no mention that --

17 JUDGE RUTH: I'm not following which one
18 you're looking at. You said Exhibit 15, Schedule 13?

19 MR. DUDLEY: Right.

20 JUDGE RUTH: Which on the bottom of it also
21 says page 12?

22 MR. DUDLEY: Right.

23 COMMISSIONER CLAYTON: There's a schedule,
24 13A, B, C.

25 MR. DUDLEY: Right.

1 JUDGE RUTH: So are you talking 13A?

2 MR. DUDLEY: Right. Right. 13, right.

3 I'm looking at 13B.

4 JUDGE RUTH: 13B. Okay. And tell me again
5 what you're saying it shows.

6 MR. DUDLEY: From 6/10/02 it shows the
7 payment history. It shows that 6/10/02, they estimated a
8 bill for 38.59, and they added it to 266, which -- which
9 made it 305. And this was June the 10th. Which this is a
10 month that I wouldn't even known what the bill was. So
11 6/25, they show a direct transfer of \$2,204, which made it
12 \$2,510. So on 7/10 they send out another -- they sent out
13 the bill for \$2,510.73. 7/30 when the service was
14 disconnected, the bill show \$2,528. Nowhere do they show
15 a 300 for a final bill, and if you go up to 903, charge
16 off bad debt, credit zero, bill still \$2,546, not \$305
17 nowhere in here.

18 If you look at 10/01/02, regular payment,
19 they deducted 290, still \$2,256; still no \$305. 10/01,
20 reapplication transfer, still \$2,546, and if you turn to
21 C, from 10/02, regular payment on page C, 10/02 regular
22 payment 190, still \$2,640; still no \$305 nowhere. 219,
23 the top one, the last one on the top, final bill, which is
24 in February of 2003, \$80, bill still \$2,895. Never showed
25 \$305 of being cut off at all.

1 If we look at Exhibit 5, Schedule 10 --

2 JUDGE RUTH: Okay. Schedule 10 begins with
3 Missouri Gas Energy's motion for summary judgment?

4 MR. DUDLEY: Right.

5 JUDGE RUTH: Okay. And which page of
6 Schedule 10 are you looking at?

7 MR. DUDLEY: Okay. Let's go to
8 Schedule 11, which is MGE suggestions in support of MGE
9 motion for summary judgment, Schedule 11.

10 JUDGE RUTH: I think you mean Schedule 11,
11 right, suggestions in support of MGE's motion for summary
12 judgment?

13 MR. DUDLEY: Right.

14 JUDGE RUTH: Okay.

15 MR. DUDLEY: And line 7 start with April,
16 and April 2002 a past due balance for the plaintiff
17 account of 4224 Prospect was transferred to Mr. Dudley's
18 account, which they say was past due. After Mr. Dudley
19 refused to pay the delinquent charges, which is more than
20 one, gas service shut off on July the 30th. And as we
21 will be -- as will be shown, MGE acted at all time in
22 accordance with the terms, not 300. They never stated
23 that it was \$305. They said the past due charges. Never
24 once did they say \$305, and the past due charges had to be
25 305 plus the \$2,204.

1 So if you turn to page 3 of the same
2 document, line 3, after Mr. Dudley refused to pay the
3 balance due on Prospect, the balance was transferred to
4 Tracy on June the 25th. When Mr. Dudley refused to pay
5 the total balance, not 305, on 4231 Tracy account, the gas
6 service to that location was terminated July the 30th.

7 Then, which another one wasn't true, No. 7,
8 on July the 30th of 2002, Mr. Dudley's original balance
9 was 42 -- was more than three months past due, and the
10 transfer balance was delinquent more than 121 days. If I
11 received a bill on July the 12th, and you cut the service
12 off July the 30th, that's not 121 days, in my opinion.
13 That's not 21 days, because I don't have a chance to know
14 about it until I receive a bill. So it still wasn't 121
15 days, so they still under the tariff rules didn't have a
16 right to turn the service off.

17 And if you look at Schedule 12, page 4,
18 No. 19, this is a statement of summary judgment from MGE.
19 One minute they say Sara Chappelow never resided there,
20 then one minute they say she does. No. 1, Mr. Dudley had
21 delinquent bill for gas service at 4024 Prospect. No. 20,
22 MGE admit the gas service was in Ms. Chappelow's name
23 until May of 2000. MGE admit that Ms. Chappelow lived at
24 4024 Prospect until May 2000. So my opinion, they might
25 have the dates mixed up.

1 And if you turn to page 6, line 6, they
2 said after Mr. Dudley refused to pay the balance due on
3 Prospect -- not the balance due on Tracy, the balance due
4 on Prospect -- the account balance then was transferred to
5 Tracy, and when Mr. Dudley refused to pay the total
6 balance due on Tracy, the gas service at that location was
7 terminated July the 30th. Still not 305. The total
8 balance was \$2,510. That was disputed July the 15th, 18th
9 and the 24th of 2002.

10 And if you go to Exhibit 4, Exhibit -- it's
11 page 4 to Exhibit 4, page 4, too, but it's under still
12 under dispute, in that exhibit. And this Missouri Public
13 Service Commission dated August the 23rd. Okay.

14 COMMISSIONER CLAYTON: What page are we on?

15 MR. DUDLEY: I was just making sure you had
16 it.

17 JUDGE RUTH: Can you clarify which page
18 you're referring to now?

19 COMMISSIONER CLAYTON: You said back to
20 page 4.

21 JUDGE RUTH: Which page 4?

22 MR. DUDLEY: This is Exhibit 4, but I also
23 marked it as Exhibit 4 when I did the page.

24 JUDGE RUTH: So this is the direct
25 testimony?

1 MR. DUDLEY: Right.

2 JUDGE RUTH: Bottom of the page it also
3 says Exhibit 4?

4 MR. DUDLEY: Right. It's Missouri Public
5 Service Commission response letter, the 10th page.

6 JUDGE RUTH: Can you hold it up, the page
7 that you're referring to?

8 (Witness complied.)

9 JUDGE RUTH: So this is the letter signed
10 by Ms. Leonberger?

11 MR. DUDLEY: Right.

12 JUDGE RUTH: Go ahead.

13 MR. DUDLEY: Okay. Yeah. On August the
14 14th, I called and talked with Ms. Tracy Leonberger again.
15 So she called and talked to -- she indicated that she
16 spoke with somebody, a representative at MGE, and
17 according to the company representative, this showed that
18 I owed at 7/16/01 to 4/17/01 \$104.

19 And then if you turn to page 2,, she states
20 that the company representative stated that in order to
21 turn on service at this location, they would accept
22 \$1,000; not 305, 306, \$1,000, which the total bill was
23 2,510.

24 If they was -- if my service was
25 disconnected \$305, why would you want \$1,000 to restart a

1 service? And the company would not remove this
2 transferred amount from your account unless you provide
3 significant proof that you did not benefit from gas
4 service. Still they're not saying \$305; well, you pay the
5 \$305, the gas service would be turned on. It's \$1,000.

6 And then at the last, unfortunately I would
7 be unable to aid you any further in this matter. If
8 you're unable to pay on your account, you may want to seek
9 assistance. And that's telling you there that it's not
10 \$305, it's 2,500.

11 I don't know if the Commission has this
12 document, which is the Missouri Gas Energy answer to the
13 Public Service Commission. If not, I have copies, too.

14 JUDGE RUTH: Is it part of your Exhibit 4
15 or 5?

16 MR. DUDLEY: It's a new exhibit.

17 JUDGE RUTH: Okay. It's probably in the
18 record somewhere, but I'm not sure. I can't see it from
19 there. I don't know which page it is. Staff, do you know
20 what he's referring to, or MGE?

21 MR. COOPER: I believe it's MGE's answer to
22 the original complaint in this docket, your Honor.

23 MR. DUDLEY: Right.

24 JUDGE RUTH: In this docket. Can you hold
25 on? I'm going to make sure I can find what you're talking

1 about.

2 MR. DUDLEY: Like I said, if not, I've got
3 some copies.

4 JUDGE RUTH: I have a feeling we all have
5 it. I just want to make sure I'm looking at the right
6 thing. So this was the document that was filed 12/16/03?

7 MR. DUDLEY: Right.

8 JUDGE RUTH: You may proceed, Mr. Dudley.

9 MR. DUDLEY: Okay. If you turn to page 4,
10 No.1, they state again that the Prospect balance was
11 transferred to Tracy. And then 2, on June the 25th, and
12 MGE notified Mr. Dudley of the balance transfer, request
13 that Mr. Dudley pay the indebtedness. Still not today
14 they're not saying \$305.

15 Mr. Dudley failed to do so, in addition to
16 failing to provide MGE with identity of the purported
17 tenant whom he claims was leasing the property during the
18 portion of the time period. The gas service at Tracy
19 property was discontinued on the 24th, which would be --
20 but this discontinuance on the basis of transfer is
21 appropriate. Not the 305. They're still stating that the
22 service was discontinued from the transfer account,
23 because Mr. Dudley, as the owner of the property at
24 4204 Prospect, received substantial benefit use of the
25 service. Still not saying anything about 305.

1 JUDGE RUTH: I'm --

2 MR. DUDLEY: And I have one more
3 exhibit, which is MGE's agreement that me and MGE had
4 September 25th, and I do have copies.

5 JUDGE RUTH: Is this something that's
6 already in the record?

7 MR. DUDLEY: No, it's a new document.

8 JUDGE RUTH: You're going to need copies,
9 then, for everyone.

10 MR. DUDLEY: I do have them.

11 JUDGE RUTH: We'll mark it for
12 identification purposes as Exhibit 6.

13 MR. DUDLEY: Okay.

14 JUDGE RUTH: If you'll give one copy to the
15 court reporter, one to Staff counsel, and one to MGE
16 counsel, and then the Commissioners and myself will need
17 one.

18 MR. COOPER: Your Honor, I think this
19 actually is the next to last document in Mr. Dudley's
20 surrebuttal testimony.

21 JUDGE RUTH: I'm sorry. Tell me again
22 where else it's at.

23 MR. COOPER: I think it's Schedule 15 to
24 Mr. Dudley's surrebuttal testimony.

25 JUDGE RUTH: Give me a minute to find that.

1 You're right. This is -- Mr. Dudley, it's Schedule 15 of
2 what has already been admitted as Exhibit 5. So I'm going
3 to remove the Exhibit 6 designation to the top of the
4 page. It will not need to be offered separately, so the
5 number Exhibit 6 is still available for our next. We all
6 have a copy now, and we're looking at it, if you want to
7 talk about it.

8 MR. DUDLEY: Okay. MGE made some claims in
9 their opening statement that I owed 250 and 324 on
10 previous past due amount on bills. Well, I had to pay
11 \$487, which was our agreement, on September the 25th of
12 2002 in order to get the service restored. So I had paid
13 half of that amount. So I could not owe 324 now, or 250
14 on bills now neither. So that's -- I don't owe that
15 amount either. And that's all I have for my testimony.

16 JUDGE RUTH: Okay. Before we start with
17 the cross-examination, then, we're going to take a short
18 break. The court reporter's been going for a while.
19 We're going to break until a quarter after. So we'll go
20 off the record. When we come back, we'll move to
21 cross-examination.

22 (A BREAK WAS TAKEN.)

23 JUDGE RUTH: Back on the record after a
24 quick break. We had finished with Mr. Dudley's direct
25 testimony, except Mr. Dudley, you're indicating you have a

1 comment.

2 MR. DUDLEY: I just had two more things I
3 needed to put in.

4 JUDGE RUTH: That's fine. You want to go
5 ahead and proceed?

6 MR. DUDLEY: If you go back to Exhibit 5,
7 Schedule 5 --

8 JUDGE RUTH: Okay.

9 MR. DUDLEY: -- my service was turned off
10 July the 30th. MGE Utility Recovery Service, a division
11 of MGE, on August 19, 2002, they sent out a bill for
12 \$2,566 for collection, not 305.

13 JUDGE RUTH: Okay. You're looking at
14 Schedule 5?

15 MR. DUDLEY: Right.

16 JUDGE RUTH: Maybe I'm looking at this
17 wrong. I see where it says amount owed \$2,546.42 on
18 Schedule 5, on the first page of the schedule.

19 MR. DUDLEY: Right. It's \$2,546, right --

20 JUDGE RUTH: Okay.

21 MR. DUDLEY: -- and 42 cents, and this was
22 at the address at 4231 Tracy. We still -- the collection
23 agency is not even looking for 305. And if you look at
24 Schedule 6, which is still Credit World, that's for a
25 credit -- that's a collection agency that MGE sent the

1 bill to, and this is August the 15th, 2003, the payment
2 demand still was \$2,895, still no 305.

3 Then Schedule 7, which was the same
4 company, and this is dated 9/5/2003, still the amount due
5 was still -- payment demand was still, \$2,895. Now it
6 went up.

7 Schedule 8, which was dated 11 -- same
8 company, service turned off July the 30th. 11/11/02,
9 2002, the payment demand was for \$2,556; still no 305.
10 And Schedule 9 is a billing statement that MGE sent out at
11 4231 Tracy in an amount of \$2,797, November the 6th, 2002.
12 Service had just been restored in October, when there was
13 an agreement made.

14 And I have one last exhibit I don't think
15 that they have, which is an MGE February the 7, 2003
16 billing statement, which is Exhibit 6.

17 JUDGE RUTH: It would be Exhibit 6, yes,
18 and I take it you're going to pass out copies to the court
19 reporter and the other parties.

20 MR. DUDLEY: Yes, I am.

21 JUDGE RUTH: And then the Commissioners.

22 (EXHIBIT NO. 6 WAS MARKED FOR
23 IDENTIFICATION BY THE REPORTER.)

24 JUDGE RUTH: For identification purposes
25 this has been marked as Exhibit 6. It's the February 7,

1 2003 statement.

2 MR. DUDLEY: Right. Correct.

3 JUDGE RUTH: Are you wanting to offer this
4 into the record?

5 MR. DUDLEY: Yes, I do.

6 JUDGE RUTH: Let me ask if any of the
7 parties have objections to Exhibit 6 being received. MGE?

8 MR. COOPER: No, your Honor.

9 JUDGE RUTH: Staff?

10 MR. BERLIN: No, your Honor.

11 JUDGE RUTH: Okay. Exhibit 6 is received
12 into the record.

13 (EXHIBIT NO. 6 WAS RECEIVED INTO
14 EVIDENCE.).

15 MR. DUDLEY: And it shows that February 7,
16 2003, they still sending out a bill for \$2,815, and that's
17 it. That concludes it.

18 JUDGE RUTH: I'll need you to stay seated.
19 We're going to move to cross-examination. That's where
20 MGE and Staff will have the opportunity to ask you some
21 questions. Then we'll have some questions from the Bench,
22 perhaps a few more questions from the parties, and then
23 I'll give you a brief opportunity to clarify any of the
24 matters that you were questioned on. That won't be an
25 opportunity to bring in new information, but it will be to

1 clarify things that someone may have asked you a question
2 and you didn't get to answer fully.

3 Okay. So for cross-examination, MGE, are
4 you ready to proceed first?

5 MR. COOPER: We can, yes, your Honor.

6 JUDGE RUTH: Would you prefer to go second?
7 We didn't actually get an order of --

8 MR. COOPER: An order of cross.

9 JUDGE RUTH: Yes, for cross for this case.

10 MR. COOPER: More commonly, I guess I would
11 suggest that Staff would have gone first.

12 JUDGE RUTH: We'll let Staff go. Are you
13 ready?

14 MR. BERLIN: Yes, your Honor.

15 JUDGE RUTH: You may proceed.

16 CROSS-EXAMINATION BY MR. BERLIN:

17 Q. Good morning, Mr. Dudley.

18 A. Good morning.

19 Q. I only have a few questions, and it's
20 mostly for clarification.

21 During the time period of October 2000
22 through April of 2001, if you can recall that time period,
23 could you please state where you resided?

24 A. 4231 Tracy.

25 Q. Am I correct in understanding that you did

1 not reside at the 4024 Prospect Avenue during October 2000
2 through April of 2001?

3 A. No, I didn't.

4 Q. That is that you did not?

5 A. That's correct. I did not.

6 Q. Mr. Dudley, in referring to your Exhibit
7 No. 5 and you labeled Schedule I, do you have that before
8 you?

9 A. No. 5?

10 Q. It is your Exhibit No. 5, Schedule I.

11 A. Right.

12 Q. Would you agree that that is a bill for gas
13 service from MGE?

14 A. I agree.

15 Q. And the statement date is July 10th of
16 2002, correct?

17 A. That's correct.

18 Q. And it's addressed to you at 4231 Tracy
19 Avenue?

20 A. Correct.

21 Q. And looking down through that statement,
22 there is a line that says previous balance. Do you see
23 it?

24 A. Correct.

25 Q. And do you see the amount of the previous

1 **balance at 305.54?**

2 A. Yes, I do.

3 Q. **Could you tell me what that is for?**

4 A. Before I did the investigation, I would
5 assume that it was a part of the bill, you know, maybe,
6 you know, but my understanding -- well, I guess it's part
7 of the figure that was added on to the total balance,
8 because the previous bill, if I was to go back and say
9 previous, in June the 1st, I did not receive a bill for
10 305. So I would assume that it must have been the usage
11 that I used in -- when I got the bill in July, must be the
12 usage or something that I used in June, because I never
13 received a bill for 305, and that's -- that's from doing
14 discovery.

15 Q. **So was the 305.54 a balance for gas service**
16 **at your Tracy Avenue address?**

17 A. I guess, yes, when this bill came out, it
18 would have been, if the 2,204 wasn't applied to the 305,
19 then my bill would have just been 305. But if you're
20 asking me did they send me a 305 bill, no.

21 MR. BERLIN: I have no further questions at
22 this time. Thank you.

23 JUDGE RUTH: Okay. Mr. Cooper?

24 CROSS-EXAMINATION BY MR. COOPER:

25 Q. **While we're turned to that July 10th bill,**

1 Mr. Dudley, do you still have that in front of you?

2 A. Yes, I do.

3 Q. And I believe you told Mr. Berlin you
4 didn't have any idea what the 305.54 would be for?

5 A. No, I didn't, not at the time, but when I
6 received this bill, when it said previous balance, it just
7 said previous balance. Because I never received a bill
8 for 305, so I had no knowledge whether I was due 305 or
9 what until I did discovery and got the document that
10 showed that my June the 10th bill was added. It was 266
11 and \$38 was added to it, which made it 305. So I never
12 received that bill.

13 Q. You just never received your June 10 bill?

14 A. Right. I never received the 305 bill,
15 right.

16 Q. Which would have been the June 10 bill,
17 correct?

18 A. I don't know, because it was added June the
19 10th.

20 Q. Well, and let's look at this bill. We've
21 got the previous balance of 305.54. The current charges
22 that would have been for the month of June 5th through
23 July 5th were \$17.29, correct?

24 A. Due by August I guess. I don't know.

25 Q. Well, look at the top there. We've got

1 service period. Do you see that near the top of the bill?

2 A. Yes.

3 Q. Okay. And understand that it says gas, and
4 then it says 06/05/02. Do you see that?

5 A. Yes. 06/07?

6 Q. Well, under from it says 06-05-02, correct?

7 A. Yeah, to 7 -- to 7/05.

8 Q. To 07/05/02, correct?

9 A. Okay.

10 Q. Okay. And then down below that ends up
11 with a -- I guess actually one block below a current
12 charge of \$17.29, correct?

13 A. I see total. Okay. Current charge from --
14 was 17.29. Right.

15 Q. Okay. And that's a separate amount, isn't
16 it, from the previous balance that's listed as 305.54,
17 correct?

18 A. I imagine if -- you said total current
19 charge due by August the 1st, 17.29?

20 Q. Uh-huh.

21 A. Yes, that's different.

22 Q. So we've -- on this bill, this July 10
23 bill, we've got the previous balance figure of 305.54,
24 correct? Do you see that?

25 A. Right, I see that.

1 Q. We've got labeled as transferred balance
2 the 2,204.59, correct?

3 A. I see that.

4 Q. And then the additional amount is the
5 current charges of \$17.29, correct?

6 A. I see 17.29, right.

7 Q. But the 305.54 you'd never seen before?

8 A. Never seen it before.

9 Q. And you never got a June bill, correct?

10 A. Yeah, I got a June bill, but it wasn't for
11 that.

12 Q. Did you make any payment against the bill
13 for 4231 Tracy?

14 A. Yeah. I think it was 2-something. One of
15 them was \$100 made on that account, or if not, I just
16 can't recall it right now, but I probably -- I'm going to
17 say I did on the 226, on the 266.

18 Q. In response to the June 10 bill, did you
19 make any payment?

20 A. No, I didn't make one.

21 Q. Well, let's go back. I think also in your
22 surrebuttal testimony, a few pages back, and the copy I
23 got doesn't have clear schedule markings, so this will be
24 a little difficult, but there is --

25 JUDGE RUTH: Are we still in Exhibit 5 or

1 now 4?

2 MR. COOPER: No, we are still in Exhibit 5,
3 your Honor. I think it's Schedule 13. It's the MGE
4 account analysis for 4231 Tracy, which ends up being three
5 pages.

6 BY MR. COOPER:

7 Q. At the bottom of these pages there's a
8 handwritten 13, then a handwritten 14 and a handwritten
9 12. Do you see those?

10 A. Right.

11 Q. This is your account record for 4231 Tracy,
12 correct?

13 A. Correct.

14 Q. And if we look beginning in December,
15 December 10, '01, we can follow the transaction amounts
16 each month, correct?

17 A. Right.

18 Q. And we can see that you made a payment on
19 January 2nd of '02 of \$60.81, correct?

20 A. January the what?

21 Q. 2nd.

22 A. Okay. Right.

23 Q. And then if I follow -- and I'm actually
24 working up this list. When I move up the list to February
25 the 27th of '02, I can see that you made a payment of

1 \$120, correct?

2 A. Correct.

3 Q. And then if I move up to the top line, I
4 get to February 6, '02, and I can see you made a payment
5 of \$100, correct?

6 A. Right.

7 Q. And then if I turn the page, my timeline
8 picks up again from May 9th, and the next payment that was
9 received from you was in October of 2002, correct?

10 A. Are you on B?

11 Q. On B, yeah. My copy doesn't have letters,
12 but I am on the second page of the same exhibit.

13 A. Okay. October the 1st?

14 Q. Uh-huh.

15 A. Okay.

16 Q. So you see the \$290 payment there on
17 October 1st?

18 A. Right.

19 Q. Right?

20 A. Right.

21 Q. So from the time of December 10, 2001, we
22 see three payments between then and the disconnect in July
23 of '02, correct? Those payments were the January 2, '02
24 payment, the February 27, '02 payment and the May 6, '02
25 payment?

1 A. Correct.

2 Q. Those are the only payments from December
3 of '01 through your disconnection?

4 A. Correct.

5 Q. At 4231 Tracy in July of '02, correct?

6 A. Correct.

7 Q. Now, if I follow the account balance during
8 that time period, once again starting in December, on
9 December 10, '01, and that's, I believe, the far right
10 column, and I follow that up through July 30 of '02 on the
11 second sheet where there's a final bill listed.

12 A. Right.

13 Q. The only time I see that the account is
14 paid up is as of January 2, '02, and February 27, '02,
15 correct?

16 A. Correct.

17 Q. So it would not have surprised you in July
18 of '02 to find out that you owed some money on the
19 4231 Tracy account, correct?

20 A. No, it wouldn't.

21 Q. Now, while we're on this same schedule, you
22 had mentioned the \$480 that you paid?

23 A. Right.

24 Q. After you got the correspondence from MGE's
25 counsel?

1 A. Right.

2 Q. Later in 2002?

3 A. Right.

4 Q. Let's turn over to the third page of that
5 same schedule, the one that has the handwritten 12 at the
6 bottom. Do you see that?

7 A. Right.

8 Q. And the first entry on October 1, '02 is
9 \$290. There's a payment there, correct?

10 A. Right.

11 Q. And then if I go up four lines, I have
12 another payment listed for October 2, '02 of \$190,
13 correct?

14 A. Correct.

15 Q. And that 190 and that 290 would represent
16 your payment of \$480, correct?

17 A. Correct.

18 Q. And that would have all been applied, then,
19 to the Tracy account and would explain why the Moulton
20 account, the Bales account and the 104 on Prospect didn't
21 reflect any payments for that 480, correct?

22 A. Not correct.

23 Q. Why is that?

24 A. 104 was never even in a payment. It was on
25 the Bales, Tracy and Moulton. Prospect still in dispute.

1 Q. I thought earlier today, though, that you
2 told us that you recognize that there are actually two
3 bills at 4024 Prospect. There's the 2,099 bill that was
4 incurred in the name of Sara Chappelow, correct?

5 A. Correct.

6 Q. And then you also recognize there's a \$104
7 bill that was incurred in your name for a period after the
8 Sara Chappelow identified amounts, correct?

9 A. Correct.

10 Q. So there is a \$104 amount that you owed for
11 Prospect, correct?

12 A. Right. But like I said, it's still in a
13 dispute with the \$2,204. This is what you -- you're
14 trying to get me -- I understand that through the
15 investigation that we came to the conclusion that 104 was
16 owed from me, but it wasn't never billed as 104; it was
17 billed as 2,204. Never 104. So it's a disputed bill. I
18 still don't understand the \$104.

19 Q. And I think that's where you and I have a
20 disagreement. I think that's really the fundamental part
21 of it. You believe that because you dispute the \$2,099
22 bill that was incurred under the name of Sara Chappelow,
23 that the entire Prospect amount, the 2,204 amount, that
24 entire amount is disputed, correct?

25 A. Correct. The whole amount is disputed

1 because the charge was 2,200, right.

2 Q. Even though sitting here today you agree
3 that \$104 of that amount you owe?

4 A. Right, but at the time I didn't. When
5 this -- when I first received the \$2,204, I did not know
6 nothing about \$104 until further investigation and
7 discovery and procedure that I realized, due to the Public
8 Service Commission and that \$104 of that bill when they
9 separated it from July when I applied for gas and I knew
10 that I applied for gas, so I didn't dispute that. But I'm
11 disputing the \$204 -- \$2,204. That's my dispute.

12 Q. Let's set the timing issue aside as to when
13 you discovered that. Sitting here today in the hearing
14 room, do you dispute that you owe the \$2,204 or do you
15 dispute that you owed the 2,099 that was incurred in the
16 name of Sara Chappelow?

17 A. I dispute both of them.

18 Q. Why do you not believe you owe the \$104
19 incurred at your name at 4024 Prospect?

20 A. The \$104 is not what I'm disputing. It's
21 the \$2,204 that I'm disputing, and I'm disputing the
22 \$2,099. Now, if you ask me do I dispute the 104, no, but
23 I'm disputing \$2,204, correct, and I'm disputing \$2,099.

24 Q. So -- and we seem to be kind of talking in
25 circles here, but so you would agree that you owe the

1 **\$104, correct?**

2 A. I agree that I owe \$104.

3 Q. And you believe you do not owe the \$299
4 **(sic) incurred in the name of Sara Chappelow, correct?**

5 A. I know I don't owe it.

6 JUDGE RUTH: What number did you just say?

7 MR. COOPER: I'm sorry. 2,099 is what I
8 should have said.

9 BY MR. COOPER:

10 Q. It's the \$104 you agree you owe, correct?

11 A. I owe, right.

12 Q. From 4024 Prospect, right?

13 A. At this time.

14 Q. And you dispute the \$2,099 incurred in the
15 name of Sara Chappelow at 4024 Prospect?

16 A. Right, and the \$2,204.

17 Q. But isn't a part of the \$2,204 the \$104 --

18 A. Yes, it is.

19 Q. -- that you agree you owe?

20 A. At that time I didn't, but still I
21 shouldn't be entitled to pay no \$2,204. I should be
22 entitled to pay 104.

23 Q. So you agree you should pay 104?

24 A. Right. If that's my bill, correct.

25 Q. And that 104 has not been paid, correct?

1 A. It haven't (sic).

2 Q. Correct?

3 A. No, it haven't.

4 Q. Okay. Now, let's go back to the account
5 analysis that we were just looking at, the three pages
6 that I believe are marked as Schedule 13 perhaps. Let me
7 look and be sure. Yes, Schedule 13 to your surrebuttal
8 testimony. Do you still have that in front of you?

9 A. Yes, I do.

10 Q. Now, if we turn over to the second page, I
11 guess it's 13B probably, but it has a handwritten 13 at
12 the bottom of the page.

13 A. Okay.

14 Q. About four lines up on those listing of
15 account actions, do you see that as of June 10, '02, in
16 the far right, there's an account balance of 305.54?

17 A. Right.

18 Q. And do you see that if we back down from
19 there, that the May 9, '02 account balance was 265.94?

20 A. Okay.

21 Q. And as of June 10, '02, because we talked
22 about before no payments were received in between there,
23 there was \$1.01 delayed payment charge that was added to
24 that 265.49 to get to the 266.95 that you've talked about?

25 A. Right.

1 Q. And then we add the May to June charges of
2 38.59 to get to that 305.54, correct?

3 A. Which came out in July.

4 Q. But wasn't reflected on a bill you received
5 dated June 10 of '02?

6 A. No, it wasn't reflected on the 7/10 bill.
7 That's what I'm talking about.

8 Q. But on the 7/10 bill we did see it
9 reflected, didn't we? Didn't we find the 305.54 listed as
10 previous balance?

11 A. And 38 -- the new bill at 16 was 38.59,
12 which was added to the 266, which made the July bill 305.

13 Q. But how could -- that 38.59 is an amount
14 added as of June 10. How could it be for the June to July
15 time period?

16 A. Because you've got June the 10th, 2002,
17 actual estimated bill for that month of June was 38.59.

18 Q. Did you get any correspondence from MGE
19 from the period of May of '02 through July of '02
20 reflecting that your account was not paid in full?

21 A. No, I don't remember seeing no disconnect
22 notice for none of those bills.

23 Q. So I'm going to -- I'm going to turn for a
24 second here to rebuttal testimony of Shirley Bolden. Do
25 you have that with you by chance?

1 A. Her testimony?

2 Q. Actually, it doesn't matter. If I were to
3 tell you that MGE's records reflect that a disconnect
4 notice was mailed on May 9th of 2002 to you, what would be
5 your reaction -- and let me back up -- that a disconnect
6 notice was mailed to you at 4231 Tracy Avenue on May 9th
7 of 2002, what would be your reaction?

8 A. It would be suspicious. You know, from
9 what I've seen from Missouri Gas Energy, they've been
10 saying a lot of things.

11 Q. So you don't remember ever having received
12 that May 9, 2002 disconnect notice, correct?

13 A. No, I don't.

14 Q. What if I were to tell you that MGE's
15 records reflect that they sent you a 96-hour final
16 disconnect notice on May 15 of 2002 reflecting a past due
17 amount of 2,023.53? Do you remember having ever seen such
18 a notice?

19 A. No, I don't.

20 Q. What if I told you that MGE's records
21 reflect that they left a message at your residence at
22 4231 on May 16th of '02 as an early intervention,
23 reflecting that there was a disconnect pending? Do you
24 remember getting that message?

25 A. No, I don't.

1 Q. What if I were to tell you that MGE's
2 records reflect that on June 10th of 2002, a disconnect
3 notice was mailed to your residence at 4231 Tracy? Do you
4 remember getting that disconnect notice?

5 A. No, I don't.

6 Q. If I told you that MGE's records reflect
7 that a final disconnect 96-hour notice was mailed to your
8 residence at 4231 Tracy on June 14 of '02 reflecting a
9 past due amount of \$266.95, do you have any memory of
10 having received that disconnect notice?

11 A. No, I don't.

12 Q. If I told you MGE's records reflected that
13 early intervention contact was made with a person at your
14 residence on June 15th of 2002, would you have any memory
15 of that?

16 A. No, I don't, and no notice either, no.

17 Q. If I were to tell you that MGE's records
18 reflected a disconnect notice was mailed to your residence
19 at 4231 Tracy Avenue on July 10 of 2002, would you have
20 any memory of that disconnect notice?

21 A. If it had came, I would have. I remember a
22 bill coming July the 10th.

23 Q. If I told you that MGE's records reflect
24 that a disconnect -- a 96-hour notice for shutoff was sent
25 to your 4231 Tracy residence on July 24 of 2002 with a

1 past due amount of 306.16, would you have any memory of
2 that?

3 A. They didn't.

4 Q. And I suppose you also would have no memory
5 that a message would have been -- MGE's records reflect a
6 message be left on July 17th of 2002 regarding the pending
7 disconnect? You have no memory of that either?

8 A. They didn't.

9 Q. In your direct testimony, you referred to a
10 response -- or I guess a suggestion in support of a motion
11 for summary judgment that MGE had filed in a circuit court
12 case in Jackson County, correct?

13 A. Correct.

14 Q. Was that a lawsuit filed by you against
15 Missouri Gas Energy --

16 A. Yes, it was.

17 Q. -- in Jackson County Circuit Court?

18 A. Yes, it was.

19 Q. What amount of damages were you seeking in
20 that lawsuit?

21 A. It was substantial, I'll say that.

22 Q. Does the number \$250,000 ring a bell?

23 A. Yes. Yes.

24 Q. I think we talked about before --

25 A. Excuse me.

1 Q. Go ahead.

2 A. You've got to remember, there's six people
3 that's involved in this, not just me personally.

4 Q. Now, I believe we have -- well, let me back
5 up. You owned the property at 4024 Prospect between
6 September 26th of 2000 and April 26th of 2001, correct?

7 A. Correct.

8 Q. Did Sara Chappelow ever live at 4024
9 Prospect during that time period?

10 A. Me personally, I don't know a Sara
11 Chappelow.

12 Q. So you never leased your premises at 4024
13 to a Sara Chappelow, correct?

14 A. No, I didn't.

15 Q. And you stated at various times that during
16 that same time period, you leased the 4024 Prospect
17 property to a person by the name of Diane, correct?

18 A. Correct.

19 Q. Do you know Diane's last name?

20 A. No, I don't. It's been so long ago.

21 Q. Did you have any lease agreement with
22 Diane, a written lease agreement with Diane?

23 A. No, I didn't.

24 Q. Now, I believe you told the Staff that you
25 did have a written lease agreement with Diane and that it

1 was later stolen in a vehicle. Do you remember that?

2 A. All my paperwork was stolen in the vehicle.
3 When they asked me for any information, I didn't have it
4 because it was stolen in the car. When the kids stole the
5 car, they changed the -- the car caught a flat and they
6 took all my paperwork out of the trunk to fix the flat to
7 drive the car, and they threw all my paperwork away.

8 Q. Let's back up. Today do you -- did you
9 ever have a lease agreement with this Diane, a written
10 lease agreement for the property at 4024 Prospect?

11 A. No, I didn't.

12 Q. Just never had a written lease agreement.

13 A. Just never had one.

14 Q. Okay. So in that case, whether a lease
15 agreement was stolen from your car, as I believe you told
16 the Staff during the investigation, or whether it was
17 taken out of there when a flat was being fixed really
18 doesn't matter, because today you're saying you just never
19 had a lease agreement?

20 A. What I'm saying today is that the lease --
21 if I have one, if I did, I just knew that -- I knew that I
22 didn't stay there. And my paperwork got stolen, so if I
23 had it, it would have been in that. I don't have that.
24 So as far as I'm concerned, I just don't have a lease
25 agreement, which would alleviate me trying to figure

1 out -- trying to figure out this and this. So I don't
2 have it. I can't produce it, so I don't have it.

3 Q. So maybe you had one, maybe you didn't have
4 one, correct?

5 A. Right. Correct.

6 Q. But if you did have one, maybe it was taken
7 by folks fixing your flat or maybe it was stolen
8 separately?

9 A. No, it was stolen. When they was fixing
10 the flat, they threw it out. They threw all the paperwork
11 out.

12 Q. Did you receive rent payments from this
13 Diane?

14 A. Yes, I did.

15 Q. How did you go about receiving rent
16 payments during this time period?

17 A. She would come over and pay me or she would
18 send it in the mail, whatever.

19 Q. How much rent did you receive from Diane
20 during the period of time she was leasing your
21 4024 Prospect property?

22 A. Probably about 900.

23 Q. All in cash?

24 A. Right. Correct.

25 Q. When did Diane move into the 4024 Prospect

1 **property?**

2 A. It had to be sometime in that September. I
3 don't know if it was 2000.

4 Q. Do you know when she moved out of the
5 **4024 Prospect property?**

6 A. Not right offhand, I don't. I know it was
7 sometime in -- it might have been a little bit before
8 April. Yeah, from the -- little bit before April.

9 Q. So about the time that Sara Chappelow had
10 contacted MGE and indicated that she was not living at
11 **4024 Prospect** and MGE cut off gas service to
12 **4024 Prospect?**

13 A. I don't believe that's the case, but I
14 don't believe that's what happened. What I believe
15 happened was MGE didn't get paid, so they searched
16 Chappelow's Social Security number and found Sara
17 Chappelow, because I didn't hear from MGE for a whole
18 year.

19 Q. Let's turn to your direct testimony here
20 for a moment, if we can. Actually, I think this is in
21 both your direct and surrebuttal. Let's stay in your
22 surrebuttal testimony. That will probably be easiest.
23 And if you would -- hold on just a second. I'll figure
24 out the schedule number designation here.

25 This is a document that follows your

1 handwritten letter to Sheila Lumpe. It's a --

2 A. Right.

3 Q. Appears to be a bill that you received from
4 Missouri Gas Energy. Do you see that? It carries the
5 amount of \$2,204.59. It's kind of sideways on the piece
6 of paper.

7 A. Right.

8 Q. Do you have that in front of you?

9 A. Yes, I do.

10 Q. Okay. That notice, that notice date is May
11 16 of 2002, isn't it?

12 A. Correct.

13 Q. So it wasn't really a year after the
14 service was cut off at 4024 Prospect before you knew
15 anything about a bill at 4024 Prospect, correct?

16 A. Wrong. This bill -- I never received this
17 bill. This was a bill that she must have found somewhere,
18 or MGE sent to them. It ain't nothing I sent.

19 Q. But if we look at it, it's addressed to
20 James E. Dudley at 4024 Prospect Avenue. Your property,
21 correct?

22 A. Right. Correct.

23 Q. And reflects that as of May 16, 2002,
24 there's an amount of \$2,204.59, correct?

25 A. Correct. But it's nothing that I received.

1 Q. Okay. This is a document in your
2 testimony, though, correct?

3 A. Right, that I received from the Public
4 Service Commission.

5 Q. Now, in your testimony, I believe it's your
6 surrebuttal testimony, you state that you've studied
7 Commission Rules 4 CSR 240-13.045?

8 A. Correct.

9 Q. And 4 CSR 240-13.050, correct?

10 A. Correct.

11 Q. And also that you've studied the MGE tariff
12 provisions 8.01, 8.06 and 8.08, correct?

13 A. Correct.

14 Q. If we turn to your direct testimony, you've
15 attached copies of those to your direct testimony,
16 correct?

17 A. Correct.

18 Q. And they are Exhibits, I believe, 1, 2 and
19 3 to your direct testimony?

20 A. Correct.

21 Q. Do you have those exhibits in front of you
22 at this time?

23 A. Yes, I do.

24 Q. On the first page of Exhibit 1, we have
25 reflected, I believe, 4 CSR 240-13.045, correct?

1 A. Correct.

2 Q. And if we go to the far right column we see
3 subsection 5, correct?

4 A. Correct.

5 Q. Paren 5, end paren?

6 A. Right.

7 Q. And would you agree with me that the first
8 sentence of that section says that if a customer disputes
9 a charge, she or he shall pay to the utility an amount
10 equal to that part of the charge not in dispute?

11 A. Correct.

12 Q. If I turn over to the next page, which is
13 Exhibit 2, which reflects 4 CSR 240-13.050, do you see
14 that?

15 A. Correct.

16 Q. Begin paren 1, end paren, do you see that?
17 It says, service may be discontinued for any of the
18 following reasons, and then subsection A says nonpayment
19 of an undisputed delinquent charge?

20 A. Correct.

21 Q. Do you have any undisputed delinquent
22 charges?

23 A. At that time, yes. A year later, I
24 Still -- that's what I'm saying, I still understand that
25 this was this. When I got the 2,400 that was transferred

1 to 305, I disputed that bill. September the 25th is when
2 MGE and I became to an agreement that these bills would be
3 undisputed and this is what I would pay. In July, yeah,
4 all of this was disputed. And I disputed it then and I'm
5 disputing it now.

6 Q. In July you disputed the amount that had
7 been transferred from 4024 Prospect, correct?

8 A. The whole bill, the \$2,510 bill was
9 disputed.

10 Q. Let's turn two more pages into your
11 exhibits, that will be the second page of Exhibit 3, and
12 do you see Section 8.02 of MGE's tariffs?

13 A. Correct.

14 Q. And do you see that the first sentence
15 says, if a customer makes a complaint on a disputed
16 charge, he shall pay to the company an amount equal to a
17 part of the charge not in dispute?

18 A. Correct. And again, it had been disputed
19 on the 15th, 18th and on the 24th.

20 JUDGE RUTH: What do you mean, the 15th,
21 the 18th and the 24th?

22 THE WITNESS: I called MGE on the 15th.

23 JUDGE RUTH: For the record, I need you to
24 clarify what dates.

25 THE WITNESS: Okay. I called MGE on July

1 the 15th, 2002. I wrote the Public Service Commission
2 July the 18th, 2002, and I called MGE again July the 24th,
3 2002.

4 JUDGE RUTH: Thank you.

5 MR. COOPER: That's all the questions I
6 have right now.

7 JUDGE RUTH: We'll move to questions from
8 the Bench, and we'll start with the Chairman.

9 CHAIRMAN GAW: I'll pass for now.

10 JUDGE RUTH: Okay. We'll come back to you
11 and move to Commissioner Clayton.

12 COMMISSIONER CLAYTON: Thank you.

13 QUESTIONS BY COMMISSIONER CLAYTON:

14 Q. Mr. Dudley, I'd like to start off with some
15 dates, because I'm confused. In going through all the
16 testimony and all the pleadings and everything, I had in
17 my mind a sequence of events which I think is now
18 incorrect. So I want to first off ask the question of,
19 are you the owner of the premises at 4024 Prospect?

20 A. Yes, I was.

21 Q. And you have owned them since prior to the
22 year 2000?

23 A. Correct.

24 Q. Okay. Now, this infamous person known as
25 Chappelow -- is that it, Chappelow?

1 A. Correct.

2 Q. When did that lease agreement occur or when
3 did -- when was the house rented at that time? When was
4 it rented?

5 A. Well, it was rented to a Diane, it was in
6 September of 2000. Like I said, I don't know a Sara
7 Chappelow.

8 Q. Okay. And when did Diane move out?

9 A. It was before -- well, she moved in in
10 September. She moved out right before April.

11 Q. Of what year?

12 A. 2001. 2001.

13 Q. So September through April was how long
14 Diane resided there?

15 A. When she left, it could have been about at
16 least four to five months at least, because she stayed
17 from September, October, January, February, March, April.
18 She stayed there about four or five months.

19 Q. Did anyone move in after she left?

20 A. No, they didn't.

21 Q. So the house has been vacant ever since?

22 A. Correct. What happened was when she moved
23 out, when Diane moved out, about three months later I
24 called MGE to get service reconnected in my name. So they
25 reconnected service in my name, and I had it in my name

1 for about seven months.

2 Q. You're getting ahead of me here. When was
3 gas shut off? When was the gas shut off, in April or May
4 of 2001?

5 A. As far as I know, it was cut off, because I
6 just know I called -- I don't even know if it was off. I
7 just called in, I believe, July or something like that
8 when I called, and I don't know if they transferred the
9 service or what, but they just -- the gas was on. So I
10 don't know whether they turned it off before then or --

11 Q. Okay. So you didn't even know it was
12 off --

13 A. Right.

14 Q. -- until roughly July of 2001 you called to
15 get it turned back?

16 A. Well, I didn't know if it was off then. I
17 just called to get it turned on in my name --

18 Q. Okay.

19 A. -- so I could clean it up.

20 Q. And was it put into your name?

21 A. Yes, it was.

22 Q. It was, and then how long was it -- how
23 long was the gas service on?

24 A. Until April 2002.

25 Q. So the gas was in your name from roughly

1 July of 2001 through April of 2002?

2 A. Right.

3 Q. Okay. And then you paid that bill, I
4 guess, monthly?

5 A. Right.

6 Q. Except for roughly \$104?

7 A. No, I never paid that bill for seven
8 months, and it came out to be \$104 after seven months.
9 There wasn't ever no usage at that property. Even though
10 the gas was in my name, there wasn't no usage.

11 Q. So the total bill from roughly July '01 to
12 April '02 was roughly \$104?

13 A. Correct.

14 Q. Okay. And no one ever lived there?

15 A. No, they didn't.

16 Q. Have you ever resided during any of these
17 times at 4024 Prospect?

18 A. Never lived there in my life.

19 Q. Were you a member of Diane's household?

20 A. No, I wasn't.

21 Q. It is your testimony the first time that
22 you ever received notice of the balance transfer of \$2,204
23 was in July of 2002?

24 A. Correct, which was about two years later.

25 Q. You indicate that you disputed the bill

1 with a phone call to Ms. Bussey on July 15th?

2 A. Yes, I did.

3 Q. You sent a letter to the Public Service
4 Commission on July 18th?

5 A. Yes, I did.

6 Q. Did you send a copy of that letter to MGE?

7 A. I don't believe I did.

8 Q. Were they aware that you had sent that
9 letter?

10 A. I don't believe they were.

11 Q. Did you ever send a letter to MGE disputing
12 the bill?

13 A. No, I didn't.

14 Q. You also placed a telephone call to
15 Ms. Bussey on July 24th of that year?

16 A. Yes, I did.

17 Q. You indicate that service was disconnected
18 on the 30th?

19 A. Correct.

20 Q. Okay.

21 A. The same day that Ms. Leonberger faxed
22 Shirley Bolden at the gas company.

23 Q. Now, with regard to 4231 Tracy Avenue, you
24 had not made a payment on that account from between May 6,
25 2002 until October of 2002; is that correct?

1 A. I don't believe that's correct.

2 Q. Looking at Schedule 13A, B and C for your
3 reference.

4 A. You said October?

5 Q. It looks like you were paying your bill
6 every other month, something like that.

7 A. Right. Pay \$100 or something like that on
8 it. Never paid in full.

9 Q. Is that something that you had been doing
10 for some time?

11 A. Correct.

12 Q. How long have you had an account with MGE
13 at 4231 Tracy Avenue?

14 A. Probably about at least two years, if I
15 ain't mistaken. Started at -- we know it started back
16 on -- this started at 12/01, all the way up to 2003.

17 Q. The last time you had a zero balance at
18 4231 Tracy Avenue was the end of February of 2002. Would
19 you agree with that statement?

20 A. I agree.

21 Q. You incurred expenses in the month of
22 March, the month of April, and then it appears you made a
23 partial payment in May?

24 A. Okay.

25 Q. Is that accurate?

1 A. Correct.

2 Q. And then you made no payment the month of
3 June; is that correct?

4 A. Correct.

5 Q. It's your testimony that you received no
6 notification of disconnect?

7 A. Not that I can recall.

8 Q. Did you -- it's your testimony that you
9 received no telephone contacts?

10 A. Never received a telephone contact. No,
11 other than me calling MGE myself.

12 Q. Did you have something you wanted to add?

13 A. Yeah. If you can look at Schedule 14 on
14 customer contact entry, from 4/30/01 to 7/24/02, the only
15 contact ever made with me was me calling Ms. Bussey.

16 COMMISSIONER CLAYTON: Okay. Thank you,
17 Mr. Dudley.

18 JUDGE RUTH: Commissioner Davis, do you
19 have any -- I'm sorry. I didn't see that Commissioner
20 Murray snuck in. Did you have any questions,
21 Commissioner?

22 COMMISSIONER MURRAY: I have a few, thank
23 you.

24 QUESTIONS BY COMMISSIONER MURRAY:

25 Q. Good morning, Mr. Dudley.

1 A. Good morning.

2 Q. Can you tell me -- and I apologize because
3 some of these things have probably already been asked.
4 I've been listening to part of this up in my office, but
5 I've missed part of it also. The date that there was a
6 disconnection for nonpayment at Prospect, the first
7 disconnect?

8 A. Do I remember?

9 Q. Yes.

10 A. No, I don't.

11 Q. Okay. Well, do you remember if there was a
12 notice sent to you of that disconnect?

13 A. I never received a notice.

14 Q. Do you recall the date of the reconnection
15 when you asked that the service be reconnected at
16 Prospect?

17 A. It was reconnected July of 2001.

18 Q. Can you tell me, at the time that you asked
19 for it to be reconnected, was there any indication from
20 MGE that you owed a balance on Prospect?

21 A. No, there wasn't.

22 Q. Was there any hesitation to reconnect you?

23 A. No, it wasn't.

24 Q. Then my notes that I've got from the
25 testimony here somewhere show that in April of 2002,

1 Prospect was again disconnected for nonpayment; is that
2 right?

3 A. That's what I understood in my notes.

4 Q. Do you know what the balance was that was
5 alleged to be owing at that time?

6 A. No, I didn't.

7 Q. Did you dispute anything that was alleged
8 to be owing on Prospect before you were disconnected?

9 A. Yes, I did.

10 Q. Before April of 2002?

11 A. No, not April. It never -- I didn't even
12 know this was really turned off either. All I know is
13 that a bill was transferred to me with an amount of
14 \$2,510. So when I disputed that, that's when I started
15 finding out about the other bills, the other transfers and
16 stuff like that.

17 Q. Okay. My questions right now are back in
18 the beginning, limited to the Prospect account.

19 A. No.

20 Q. And you don't know that -- you don't know
21 what amount you were billed for Prospect?

22 A. No, I didn't.

23 Q. And you don't know whether you disputed it?

24 A. No, I didn't dispute that, no.

25 Q. Did you receive a notice that your service

1 at Prospect was about to be discontinued?

2 A. I didn't receive one, no.

3 Q. Have you rerented or attempted to rerent
4 that property on Prospect since April of 2002?

5 A. No. April was the day when I reconnected
6 the service and no, I didn't. It never did rent after
7 that. It was --

8 Q. April was when you reconnected or when it
9 was disconnected?

10 A. Okay. April was when it was -- they said
11 disconnected.

12 Q. And you've not rented the property since
13 then?

14 A. I couldn't receive gas at the property
15 anyway.

16 Q. Have you attempted to rent the property
17 since then?

18 A. No, I didn't.

19 COMMISSIONER MURRAY: I think that's all I
20 have. Thank you.

21 JUDGE RUTH: Commissioner Davis?

22 COMMISSIONER DAVIS: No questions at this
23 time.

24 JUDGE RUTH: We'll go back to the Chairman.

25 CHAIRMAN GAW: Thank you, Judge.

1 QUESTIONS BY CHAIRMAN GAW:

2 Q. Mr. Dudley, help me out with the actual
3 disconnections that occurred at your residence on Tracy.

4 A. Correct.

5 Q. How many times was that residence
6 disconnected?

7 A. Never.

8 Q. It never was?

9 A. No.

10 Q. On any occasion?

11 A. Any occasion.

12 Q. So this bill that you -- that you had
13 received when it first showed up in July showing that
14 additional transferred amount, when was your first contact
15 after that point with the company?

16 A. On the 15th of July.

17 Q. All right. And did you make that contact
18 or did they?

19 A. I made that contact.

20 Q. And who did you talk with?

21 A. Ms. Wanda Bussey.

22 Q. All right. And what happened in that
23 conversation?

24 A. I told Ms. Bussey that I received a bill
25 that wasn't mine, and then she went to say that -- who

1 lived on Tracy -- I mean, on Prospect. I said, well, I
2 don't even remember right now, but I said this \$2,500 bill
3 is not mine. Then she proceeded to say, well, if you
4 can't tell me who it is, it's yours. And I said, I'm
5 going to sue you, and she said, go ahead, and that's what
6 happened.

7 Q. Okay. Was there another contact that time
8 between you and MGE?

9 A. Yes, there was.

10 Q. When was the next time that there was
11 contact?

12 A. July the 24th of that same month, 2002.

13 Q. All right. And what happened, who
14 contacted who?

15 A. I called Ms. Bussey again.

16 Q. And what caused you to call her on that
17 date?

18 A. Because I'm trying to get this bill off of
19 my account.

20 Q. Okay. And what occurred? Did you talk to
21 her again on that day?

22 A. I really don't recall what really happened
23 that day.

24 Q. All right. What happened after that, the
25 next time you had a contact?

1 A. Well, the next thing that happened was the
2 service was disconnected, which was July the 30th.

3 Q. That's what I was asking you about earlier.
4 That's why I was trying to get some clarification. The
5 service was disconnected at Tracy?

6 A. Correct.

7 Q. All right. And when did that occur?

8 A. July the 30th, 2002.

9 Q. Is this the first time that you had ever
10 had your service disconnected at that address?

11 A. Correct.

12 Q. Is it the last time that it was
13 disconnected?

14 A. No, it wasn't.

15 Q. There was another time it was disconnected
16 after that?

17 A. Right.

18 Q. We'll get to that in a minute then. All
19 right. Did you receive a notice that it would be
20 disconnected prior to its disconnection?

21 A. No, I didn't.

22 Q. Did you receive any communication at all
23 about its disconnection prior to the disconnection
24 occurring?

25 A. No, I didn't.

1 Q. What did you do after you found that your
2 gas was disconnected?

3 A. I wrote -- I called the Public Service
4 Commission. I spoke with Tracy Leonberger, and she did a
5 follow-up report.

6 Q. All right. We'll let that speak for
7 itself. We're going to have her called in a moment.

8 All right. So after you had that contact,
9 at some point in time did you have any -- how long were
10 you disconnected, let me ask you that, at that location?

11 A. Until October sometime. So after -- after
12 I wrote them, then I filed a lawsuit.

13 Q. All right. When was that that you filed
14 the lawsuit?

15 A. Had to be probably in August.

16 Q. In August?

17 A. Right.

18 Q. What year was that again?

19 A. 2002.

20 Q. 2002?

21 A. Right.

22 Q. All right. Now, you said you were
23 reconnected in October?

24 A. Correct.

25 Q. How did that come about?

1 A. After -- see, after we had a couple of
2 court hearings, me and an attorney, MGE's attorney sit
3 down and he had made a suggestion that we will look and
4 find whatever, any outstanding bills that I owe and if I
5 dispute them or if I don't dispute them, then we'll pay
6 that bill in order to get reconnected, but we're going to
7 set the \$2,200 bill aside, because since we're doing the
8 court proceeding. So I agreed.

9 And this is where that letter came in.
10 Altogether we -- they went -- I don't know if it was
11 Ms. Bussey, but somebody at MGE searched the records and
12 they came up with Moulton, Bales and Indiana, which was
13 \$879. So I had to pay the 480 in order to get the service
14 restored.

15 **Q. The 480 represented what?**

16 A. Half of the outstanding bills that I owed
17 at Tracy, Bales and Moulton.

18 **Q. Okay. So was this agreement in writing or**
19 **just agreed to verbally?**

20 A. Well, we agreed to verbally, but he went
21 right back to the office and put it back in, and he
22 sent -- this is a -- there's a copy in the record where we
23 agreed on that.

24 **Q. So you were supposed to pay -- you paid**
25 **half of what the figure was that you came up with at that**

1 time?

2 A. Correct.

3 Q. Did you ever pay the second part of that?

4 A. No, I didn't. I believe after that, the
5 service -- as a matter of fact, the house had a guy
6 foreclose, so it ended up being sold, so I never lived
7 there and I never did pay the rest of that.

8 Q. This was the Tracy address?

9 A. Correct. I was no longer living there
10 anymore.

11 Q. When did that occur?

12 A. It had to be around -- had to be somewhere
13 around probably November or -- between November or
14 February, somewhere in there.

15 Q. Of 2002?

16 A. Between the end of 2002 and part of --
17 probably the beginning of 2003.

18 Q. When it was foreclosed?

19 A. Right.

20 Q. So do you still owe that amount, that \$400
21 amount?

22 A. I think I owe that. From my -- from the
23 testimony that I heard was, like, \$118 or something like
24 that.

25 Q. Maybe we can get that cleared up here in a

1 little bit.

2 A. Okay.

3 Q. The amount that was due on the Prospect, on
4 the Prospect property that you agreed is \$100 and how
5 much?

6 A. \$4.

7 Q. \$104?

8 A. Right.

9 Q. Was it in any way a part of the agreement
10 that you had in the fall of '02 to get service restored on
11 Tracy?

12 A. No, it wasn't.

13 CHAIRMAN GAW: All right. That's all I
14 have, Judge. Thanks.

15 JUDGE RUTH: Before we move to recross, I
16 want to make sure there aren't any other questions from
17 the Bench. Then Staff, do you have any
18 recross-examination?

19 MR. BERLIN: Yes, your Honor.

20 JUDGE RUTH: Please proceed. You will need
21 to move to the podium. Thanks.

22 RECROSS-EXAMINATION BY MR. BERLIN:

23 Q. Mr. Dudley, I'm really trying to clarify a
24 copy of a letter that you sent --

25 A. Right.

1 Q. -- to the Commission.

2 A. Right.

3 Q. I'm looking at -- I'm looking at your
4 Exhibit No. 5, and at the bottom in the right-hand column
5 letter -- or numbered what appears to be a five?

6 A. Correct.

7 Q. And it's addressed to Sheila Lumpe,
8 Chairman, Public Service Commission?

9 A. I see what you're saying.

10 Q. Are you there?

11 A. Yeah, I'm there.

12 Q. And there's a date of July 18, '02; is that
13 correct?

14 A. Correct.

15 Q. You sent this on the 18th?

16 A. Yes, I sent it on the 18th.

17 Q. At the end of your letter to Ms. Lumpe,
18 under your signature, could you read what you stated?

19 A. A copy of the bill that they're holding me
20 accountable for, yeah.

21 Q. Would you agree that it states, enclosed is
22 copies of the bills they are holding me accountable for?

23 A. Right.

24 Q. And then you included a copy of a bill for
25 2,204.59, correct?

1 A. Correct.

2 Q. Mr. Dudley, I have here the original copy
3 of the letter.

4 MR. BERLIN: I'd like permission from Judge
5 Ruth to approach the witness.

6 JUDGE RUTH: Yes. Are you going to show
7 counsel?

8 MR. BERLIN: What I have here is the
9 original copy of a letter addressed to Sheila Lumpe,
10 Chairman.

11 JUDGE RUTH: So that's the original copy
12 and we have the copies in the record already; is that
13 correct?

14 MR. COOPER: Do you have the enclosures as
15 well?

16 MR. BERLIN: I have the enclosures as well,
17 and this is -- I want to --

18 JUDGE RUTH: Let counsel take a look at it.
19 You may proceed.

20 MR. BERLIN: Thank you.

21 BY MR. BERLIN:

22 Q. First I'd like to approach you and hand you
23 what would appear to be the original letter and have you
24 identify that.

25 A. Okay.

1 Q. Have you had a chance to look at that?

2 A. Yeah.

3 Q. Does that appear to be at least the
4 original letter?

5 A. Correct.

6 Q. I'm going to approach you again, and I have
7 enclosures that accompanied that letter, and I don't have
8 a copy that I've made. This is the original. So I would
9 like to have you at least identify them.

10 A. Okay.

11 Q. Are those the enclosures that you sent with
12 your letter?

13 A. Yes, it is.

14 Q. What I'd like to do is, if you would,
15 please, just so I understand, if you would identify each
16 one of those enclosed items.

17 A. Identify them?

18 Q. Yes, please.

19 A. One is a final bill statement dated
20 April 17, 2002 for -- it states something about you have
21 made one payment on time in the last seven months, and it
22 was for \$104, and this is at 4024 Prospect.

23 This other one is a portion of the bill
24 which was noticed May the 16th, 2002, at 4024 Prospect,
25 and it had an amount of \$2,204, which was stated.

1 And the last one is a statement July the
2 10th, 2002, at 4024 Pros-- I mean to 4231 Tracy, which is
3 the July the 10th bill of \$2,510, with an amount due of
4 \$2,528.

5 **Q. Okay. I'd like to collect the original**
6 **from you, if I may.**

7 MR. BERLIN: Your Honor, I would ask that I
8 include a copy of the letter and the attachments that
9 Mr. Dudley mailed to Sheila Lumpe, and it is dated
10 7/18/02. I don't have the copies of this entire original
11 packet, but I can provide them after a break. I would
12 like to enter that into evidence.

13 JUDGE RUTH: So you're wanting to offer
14 that today, instead of doing it as a late-filed exhibit
15 after the hearing? You'd have a copy for the parties
16 after lunch?

17 MR. BERLIN: Yes, I will.

18 JUDGE RUTH: Okay. Now, I know counsel for
19 MGE has had an opportunity to look at it, and I believe
20 Mr. Dudley's had an opportunity to look at it, so let me
21 ask you now if either party objects to -- it would be
22 Exhibit 7, being admitted into the record? It will be the
23 original -- well, it would be a copy of the letter to
24 Ms. Lumpe and all of the attachments, correct?

25 MR. BERLIN: Correct.

1 JUDGE RUTH: Any objections to that being
2 received?

3 Mr. Dudley?

4 MR. DUDLEY: No objection.

5 MR. COOPER: No objection.

6 JUDGE RUTH: Now it is received into the
7 record.

8 (EXHIBIT NO. 7 WAS RECEIVED INTO EVIDENCE.)

9 JUDGE RUTH: I'll expect the copies to be
10 distributed to counsel, the court reporter and all the
11 Commissioners and myself after lunch.

12 MR. BERLIN: Yes. Thank you.

13 JUDGE RUTH: You may proceed. Thank you.

14 MR. BERLIN: I have no further questions
15 right now, your Honor.

16 JUDGE RUTH: Okay. Mr. Cooper?

17 RECROSS-EXAMINATION BY MR. COOPER:

18 Q. Mr. Dudley, earlier in response to
19 questions from, I believe, Chairman Gaw, you had referred
20 to Schedule 14 in your surrebuttal testimony as a customer
21 contact entry, correct?

22 A. Correct.

23 Q. And your point is that it didn't reflect
24 any contacts with you between April and July of 2002,
25 correct?

1 A. Correct.

2 Q. Now, if we look at the top of that, that's
3 a customer contact entry that applies to the Sara
4 Chappelow account at 4024 Prospect?

5 A. Correct.

6 Q. It's not a customer contact record for
7 4231 Tracy, correct?

8 A. I don't know. It's got off to speak to
9 Ms. Bussey on it.

10 Q. But it doesn't purport to have anything to
11 do with Tracy from the writing on the document anyway,
12 correct?

13 A. I see her name on it, but I also see where
14 everything that they was saying that I transferred her to
15 Ms. Bussey, offered to speak to Ms. Bussey, so, I mean, I
16 don't know if they're the same or apart.

17 Q. But you don't see 4231 Tracy anywhere on
18 that document, do you?

19 A. No, I see 4024 Prospect.

20 Q. Now, I think when I asked you questions
21 earlier, you and I spoke about a notice dated May 16th,
22 2002 that was addressed to you at 4024 Prospect Avenue and
23 had an amount of \$2,204.59 reflected on it. And I believe
24 you told me that you hadn't seen that until the Staff
25 provided it to you, correct?

1 A. I believe that's probably what I said.

2 Q. But if we look at Exhibit 7 that was just
3 entered into the record, wasn't one of the items that was
4 attached to your letter to the Commission the original of
5 that very same notice to you?

6 A. Correct.

7 Q. Did you ever dispute that 4024 Prospect
8 Avenue amount in May of 2002 when you received that
9 original notice of the \$2,204.59 debt being due?

10 A. I still never seen that bill, unless I went
11 through some bills or something and found it, but I never
12 seen that bill. That was some investigation that I have
13 done to try to show -- to show the Commission what was
14 going on. So I mean, that bill I never saw, still never
15 saw May the 16th, never even thought of seeing it.

16 Q. So this bill, the original of which was
17 enclosed with your letter to Sheila Lumpe of the Public
18 Service Commission on July 18 of 2002, you never saw?

19 A. I never saw it.

20 Q. And you had no knowledge of it in July of
21 2002?

22 A. July, yes, after -- after I went to try to
23 come up with documents, I had -- I probably went and got
24 some old bills or whatever and started opening them up.
25 But I'm saying I never seen that bill in May the 16th,

1 never knew nothing about the bill until after I talked to
2 MGE. And that's when this issue became an issue.

3 Q. So you might have received it in May of
4 2002, but you never opened it and looked at it until you
5 looked back in your records in July of 2002; is that
6 correct?

7 A. Probably so, because I never even paid a
8 bill there, so I never did a lot of nothing over at that
9 property, nothing, you know, the whole seven months, like
10 I said, I haven't paid one bill on time in seven months.
11 You know, so I never frequent the property that often to
12 do nothing. Never opened up a bill.

13 Q. And also one of the items that you had
14 included in your letter to the Commission was the bill for
15 4024 Prospect in the amount of \$104.63. Would your answer
16 be the same that perhaps that was something you had but
17 didn't open the envelope until later?

18 A. Yes.

19 Q. Until it had -- until a bill had been
20 transferred to your 4231 Tracy account?

21 A. Correct.

22 Q. So you weren't in the -- you weren't in the
23 habit of going to the 4024 Prospect property on any
24 regular basis and gathering mail, or if you gathered it,
25 even opening the mail that went to 4024 Prospect, correct?

1 A. Correct.

2 Q. Now, there were some questions about
3 disconnection at 4231 Tracy, and we've talked about the
4 disconnection in July of -- help me out -- July of 2002,
5 correct?

6 A. Right.

7 Q. Now later in 2002, in October, you talked
8 about the fact you made an additional payment against your
9 outstanding amounts and the service was --

10 A. Restored.

11 Q. -- restored at 4231 Tracy, correct?

12 A. Correct.

13 Q. In approximately October of 2002, correct?

14 A. Correct.

15 Q. And then was that service later
16 disconnected in 2003?

17 A. Correct.

18 Q. But that was in, you say, February of 2003,
19 right?

20 A. I don't know. Was between February and
21 January, when the property became foreclosed.

22 Q. Would it have been disconnected in February
23 of 2003 for nonpayment, do you think?

24 A. It probably was. I wasn't there.

25 Q. You weren't making payments on it?

1 A. No. I wasn't living there. I mean, the
2 property had been foreclosed.

3 MR. COOPER: That's all the questions I
4 have at this time, your Honor.

5 JUDGE RUTH: Okay. Mr. Dudley, this is
6 where we would do redirect, and that's an opportunity for
7 you to clarify any of the questions that were asked or any
8 of the answers you gave in response to questions from the
9 Bench or opposing counsel. Was there something you want
10 to clarify?

11 MR. DUDLEY: Yes, there is. Starting with
12 the discontinuing of service, which was in Exhibit 5,
13 Exhibit -- no, it's Exhibit 4, on the general terms and
14 conditions for the gas company, 8.02, where they said --
15 where he just made a statement that the amount -- pay the
16 amount of not in dispute, payment of the amount not in
17 dispute. The second paragraph states that the amount not
18 in dispute shall be mutually determined by the parties.
19 Not by MGE, but by MGE and the customers. And that was
20 never done.

21 The -- then back again the service from
22 4231 Tracy, the whole time that they said payments wasn't
23 made or the bill was always overdue, whatever, service was
24 never disconnected for none of that. Service stayed on at
25 4024 Prospect for seven months with no payments, never