

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Erika J. Bush, )  
Complainant, )  
v. ) Case No. EC-2007-0186  
Kansas City Power & Light Company, )  
Respondent. )

## **ANSWER OF KANSAS CITY POWER & LIGHT COMPANY**

Pursuant to 4 CSR 240-2.070(8), Respondent Kansas City Power & Light Company (“KCPL”), by and through its legal counsel, submits to the Missouri Public Service Commission (“Commission”) KCPL’s answer to the complaint submitted against it by Erika J. Bush in the above-captioned proceeding (the “Complaint”).

In support hereof, KCPL offers as follows.

## I. BACKGROUND

1. On November 9, 2006, Ms. Bush submitted a formal complaint to the Commission concerning the amount of her unpaid bill balance. Although not clear from her formal complaint, Ms. Bush's dispute with KCPL arises from alleged identity theft and her inability to demonstrate where she resided during certain periods of time in which the debt she owes KCPL was incurred. Ms. Bush requests that KCPL (i) restore her credit; (ii) provide a verbal and written apology; (iii) repay allegedly related cell phone charges; and (iv) compensate her for alleged "mental-physical-emotional fallout from having to deal with this issue for so long."

2. Since submitting her formal complaint, Ms. Bush and KCPL have agreed to a payment plan arrangement whereby Ms. Bush will over time pay her entire presently unpaid account balance to KCPL. It is KCPL's understanding that there is no longer any dispute between it and Ms. Bush concerning her unpaid account balance or any other financial matters involving her account.

## II. ANSWER

3. Although there is no longer a dispute concerning Ms. Bush's account balance, KCPL understands that Ms. Bush refuses to withdraw her complaint for the sole purpose of wanting a forum to express her displeasure with KCPL's customer service.<sup>1</sup> Ms. Bush does not specify in her complaint the grounds for her dissatisfaction with KCPL. Moreover, she does not allege either directly or indirectly any specific violations by KCPL of its tariffs, the Commission's regulations or any other applicable law. KCPL's records indicate that its treatment of Ms. Bush was consistent with the Commission's regulations as well as KCPL's tariffs. All procedures were followed to ensure that Ms. Bush was treated in a professional and courteous manner.

4. To the extent Ms. Bush intends to pursue any of her requests for relief, such requests are either beyond KCPL's power to provide or beyond the Commission's statutory authority to compel. First, KCPL does not have the ability to "restore" Ms. Bush's credit. Having reached an acceptable payment arrangement with Ms. Bush, KCPL has taken her account back from the collection agent. Ms. Bush's credit will improve as she fulfills her payment obligations to KCPL under the payment plan. Second, concerning her request for an apology,

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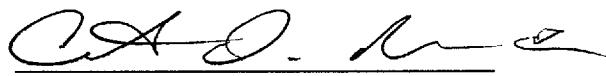
<sup>1</sup> KCPL understands that Ms. Bush no longer alleges that she does not owe her unpaid account balance. Nor does Ms. Bush contest the terms of her payment plan with KCPL to pay her unpaid account balance. If Ms. Bush subsequently changes her position, KCPL reserves its right to supplement its answer as necessary either via written submission to the Commission or at any evidentiary proceeding deemed necessary by the Commission in this matter.

KCPL regrets that Ms. Bush was dissatisfied with the manner in which KCPL handled her account and hereby apologizes. Third, concerning her alleged extra cell phone charges, KCPL denies any responsibility for those charges. Moreover, it is beyond the Commission's statutory authority to compel KCPL to compensate Ms. Bush for such charges. Fourth, concerning any compensation for Ms. Bush's alleged "mental-physical-emotional fallout" resulting from this dispute, KCPL denies any liability for such compensation. It is also beyond the Commission's statutory authority to direct KCPL to make such a payment to Ms. Bush.

## **II. CONCLUSION**

5. For the foregoing reasons, KCPL respectfully requests that the Commission deny Ms. Bush's prayers for relief. Each request is either beyond KCPL's power to provide or beyond the Commission's statutory authority to compel. Ms. Bush has not sufficiently alleged that KCPL violated either its tariffs, or other applicable Missouri law, or that KCPL's actions were otherwise not just and reasonable.

Respectfully submitted;



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**Counsel for Kansas City Power & Light Company**

Dated: December 12, 2006

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing response was served via e-mail or first class mail, postage pre-paid, on this 12<sup>th</sup> day of December 2006, upon:

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