

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

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|-------------------------------|---|-----------------------|
| Jill Covington Beatty, |) | |
| Complainant, |) | |
| |) | |
| vs. |) | File No: EC-2019-0168 |
| |) | |
| Union Electric Company, d/b/a |) | |
| Ameren Missouri, |) | |
| Respondent. |) | |

ANSWER, AFFIRMATIVE DEFENSES AND MOTION TO DISMISS

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer, Affirmative Defenses and Motion to Dismiss states as follows.

Procedural Background

1. By letter to the Commission filed in EFIS on December 5, 2018, Complainant initiated this proceeding against the Company, pertaining to Company’s charges for residential electric (1M) service (“service”) provided to Complainant.

2. The December 5, 2018 letter, as well as an earlier letter filed in EFIS on November 30, 2018, appear to have revived two prior formal complaints by Complainant, EC-2010-0142 and EC-2017-0198, both of which were previously dismissed. *See* EC-2010-0142, EFIS Item No. 24, *Order Dismissing Complaint Without Prejudice*; and EC-2017-0198, EFIS Item No. 38, *Notice Acknowledging Dismissal of Complaint and Closing Case*. The December 5, 2018 letter, the November 30, 2018 letter, the complaint filed in EC-2010-0142 and the attachments thereto (hereinafter, the “*First Complaint*”), and the complaint filed in EC-2017-0142 (hereinafter, the “*Second Complaint*”), now have all been filed collectively as EFIS Item No. 1, the *Complaint*, in this File EC-2019-0168 (hereinafter, the “*Third Complaint*”).

3. By its *Order Giving Notice of Contested Case and Directing Answer*, issued December 5, 2018, the Commission ordered the Company to satisfy the *Third Complaint* or file a response to it, no later than January 5, 2019.

Answer

4. Any allegation in the *Third Complaint* not specifically admitted herein by the Company should be considered denied.

5. In answer to Complainant's allegations set forth in the *First Complaint*, the Company restates by reference all its admissions, denials, additional allegations of fact and affirmative defenses set forth in its previously-filed *Answer*, EFIS Item No. 5 in EC-2010-0142 (hereinafter, the "*First Answer*"), a copy of which *First Answer* is attached hereto as Exhibit A and incorporated herein by reference.

6. In answer to Complainant's allegations set forth in the *Second Complaint*, the Company restates by reference all its admissions, denials, additional allegations of fact and affirmative defenses set forth in its previously-filed *Answer, Affirmative Defenses and Motion to Dismiss*, EFIS Item No. 3 in EC-2017-0198 (hereinafter, the "*Second Answer*"), a copy of which *Second Answer* is attached hereto as Exhibit B and incorporated herein by reference.

7. In further answer to the allegations of the *First Complaint* and more specifically, in response to Complainant's allegations that the Company overcharged her ***\$[REDACTED]***, instead of charging her ***\$[REDACTED]***, the Company again denies the allegation and states as follows:

a. Complainant attached an Exhibit to the *First Complaint*, the top portion of which appears to be a printout of an account record retrieved from the mainframe computer system formerly used by the Company, and which record was generally referred to by Company personnel at the time the record was generated as a "bill screen."

b. The bill screen pertains to an account for service in Complainant's name at ***[REDACTED]***.

c. It appears from handwriting and marks thereon that Complainant may have tallied certain sums in the left middle column titled, "PRIOR PMTS/ADJS" to arrive at her conclusion that her balance due on the account at the time of its termination was only ***\$[REDACTED]***. It would be incorrect to tally those sums to determine a balance due, since that column reflects only prior payments and adjustments, not prior charges. In the old mainframe computer system, prior charges were detailed on a different screen, while only the most current charges were detailed on the bill screen. If prior payments and adjustments were to be considered, then prior charges would also need to be taken into

account, as well as current charges and payments or adjustments, to arrive at an amount due.

d. What the bill screen *does* reflect is the following:

i. on the line beginning "SERV," that Complainant was billed for service at that address from 11/17[/97] through 12/3[/97], due 12/17[/97];

ii. under the lefthand column titled, "LAST BILL INFO," that as of the date the account was terminated, Complainant owed the Company for current charges, taxes, and late fees, and a large amount for a prior arrearage, which amounts were reduced by a budget billing adjustment (credit), for a total amount due on the account of ***\$[REDACTED]***;

iii. as shown under the left middle column titled "PRIOR PMTS/ADJS," that about a month later, on 1/06[/98], a payment in the amount of ***\$[REDACTED]*** was received on the account;

iv. after that payment was received, as shown in the right middle column titled, "CURRENT PMTS/ADJS," the remaining balance owed on the account was ***[REDACTED]***; and

v. on the line beginning "C-O BAL," that on 05/21[/98], the ***\$[REDACTED]*** remaining balance was "charged off," i.e. sent to collections.

e. On the lower lefthand side of the Exhibit to the *First Complaint*, Complainant also included a photocopy of a bill statement issued 06/09/03, including amounts charged for service in Complainant's name at ***[REDACTED]*** for the period 05/06/03 through 06/06/03, as well as a prior balance of ***\$[REDACTED],*** which was the unpaid balance for service to ***[REDACTED]*** that had been transferred to the account for service to ***[REDACTED]***.

f. The bottom center of the Exhibit to the First Complaint also included a photocopy of a pay station receipt evidencing a payment to the Company via its pay agent Gerbes, at Gerbes store #118 on June 12, 2003, towards Complainant's account for service to ***[REDACTED]*** in the amount of ***\$[REDACTED]***.

g. All of the foregoing documentation, provided by Complainant, does not evidence that the Company has overcharged Complainant any amount, but rather proves that after Complainant's account for service to ***[REDACTED] [REDACTED]*** was terminated, all payments received on the account were applied, an unpaid balance of ***\$[REDACTED]*** remained, the unpaid balance was first sent to collections and eventually transferred to Complainant's account for service to ***[REDACTED] [REDACTED]***, was included in the amount due on a monthly bill statement to her dated 06/09/03, and was paid in full by Complainant via her payment of the total amount due under the bill statement, ***\$[REDACTED]***, made at a Company pay station on June 12, 2003.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer, Affirmative Defenses and Motion to Dismiss was served on the following parties via electronic mail (e-mail) or U.S. Mail on this 4th day of January, 2019.

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