

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

Claude Scott,	)	
	)	
Complainant,	)	
	)	
vs.	)	Case No: EC-2018-0371
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

**AMEREN MISSOURI’S POST-HEARING BRIEF**

COMES NOW Union Electric Company d/b/a Ameren Missouri (the “Company”) and respectfully submits its post-hearing brief. The Company apologizes for the length of the brief, but notes that Complainant filed several amendments to the original complaint, Complainant made numerous and detailed billing- and service-related allegations against the Company, and the allegations involved account activity spanning two accounts and an eighteen-month time period.

**Introduction and Procedural Background**

“Complaint may be made by...any...person by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any...public utility...in violation...of any provision of law, or of any rule or order or decision of the commission...[.]”<sup>1</sup> A complainant has the burden of proving that the Company violated a statute, rule, order or Commission-approved tariff.<sup>2</sup> The complainant must prove the violation by a preponderance of the evidence—that it is more likely than not.<sup>3</sup>

---

<sup>1</sup> §386.390.1 RSMo (2016).

<sup>2</sup> *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm’n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. Ct. App. 2003).

<sup>3</sup> *Bonney v. Environmental Engineering, Inc.*, 224 S.W.3d 109, 120 (Mo. App. 2007); *State ex rel. Amrine v. Roper*, 102 S.W.3d 541, 548 (Mo. banc 2003); *Rodriguez v. Suzuki Motor Corp.*, 936 S.W.2d 104, 110 (Mo. banc 1996). *Holt v. Director of Revenue, State of Mo.*, 3 S.W.3d 427, 430 (Mo. App. 1999); *McNear v. Rhoades*, 992 S.W.2d 877, 885 (Mo. App. 1999); *Rodriguez*, 936 S.W.2d at 109-111; *Wollen v. DePaul Health Center*, 828 S.W.2d 681, 685 (Mo. banc 1992).

Complainant Claude Scott filed a formal complaint against the Company (the “Complaint”)<sup>4</sup> involving residential electric service (“service”) at \*\*\* [REDACTED] \*\*\* (“4110”) and \*\*\* [REDACTED] \*\*\* (“3725”). The Complaint alleged that the Company overcharged Mr. Scott by continuing to budget bill him after he cancelled budget billing, and by charging him budget bill amounts that exceeded his actual service charges; that the Company failed to apply a payment he made toward a payment agreement he had in place with the Company to pay off an arrearage; and that such failure caused his entire arrearage amount to come due.

The parties unsuccessfully attempted mediation. Ameren Missouri then filed its answer to the Complaint, admitting certain factual allegations, denying others, providing detail about Mr. Scott’s prior and current accounts, denying that it overcharged Mr. Scott or failed to credit payments he made to his account, and denying that it violated any statute, rule, Commission order, or Commission-approved tariff.<sup>5</sup>

Next, Mr. Scott alleged that the Company failed to apply a payment made by him to his arrearage, causing his entire arrearage to become due and causing him to face disconnection.<sup>6</sup> He alleged that the Company allowed a disconnection to go forward while conveying false account information to an energy assistance agency, which prevented the agency from paying the amount required to avoid disconnection.<sup>7</sup> He alleged that after reconnection, the Company charged him \*\*\*\$ [REDACTED] \*\*\* without explanation, and failed to reflect his payment of that amount or a pledge was made on his account on his next monthly statement.<sup>8</sup> He also alleged that the next statement he received included \*\*\*\$ [REDACTED] \*\*\* in “unexplained additional charges.” Lastly, he alleged that although an “appointed judge” (mediator) recommended not terminating his service before completion of mediation, the Company ignored this recommendation and turned off his service because his bill had not been paid.<sup>9</sup>

---

<sup>4</sup> *Complaint* (June 11, 2018), EFIS Item 1.

<sup>5</sup> *Answer* (October 24, 2018) EFIS Item 16.

<sup>6</sup> *Complainant’s Response to Commission’s Order to Show Cause Why Complaint Should Not Be Dismissed* (September 28, 2018)(“*Complainant’s Response*”), EFIS Item 13.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* As the regulatory law judge explained to Mr. Scott during the prehearing conference, things that occur in mediation are outside the purview of the regulatory law judge, and will not be addressed in the Complaint. Transcript, Vol. II, Pre-Hearing Conference (November 8, 2018) EFIS Item 22, p. 24, l. 8-16. As a result, the allegation concerning mediation will not be addressed in this brief. The Company does admit, however, that as alleged and as discussed in this brief, Mr. Scott’s service was in fact disconnected for nonpayment.

In the meantime, Staff investigated the Complaint. Staff conducted a telephone interview with Mr. Scott, and reviewed records for Mr. Scott's accounts, including account notes, activity statements, recorded phone conversations with the Company, disconnection notices, payment arrangements, a budget billing plan, and bills.<sup>10</sup> Staff concluded that the Company did not violate applicable statutes, Commission rules, or Commission-approved Company tariffs related to the Complaint.<sup>11</sup>

Mr. Scott next filed correspondence to the regulatory law judge and Staff counsel and a copy of an electronic disconnection notice.<sup>12</sup> He reiterated prior allegations, noted his service was slated for disconnection for nonpayment, and alleged the Company failed to send him regular monthly bills<sup>13</sup> and failed to calculate a new arrearage agreement payment and budget billing amount.<sup>14</sup> Mr. Scott made one final filing on January 7, 2019, reiterating that the amount in dispute was \*\*\*\$[REDACTED]\*\*\*, alleging the Company had refused to provide evidence to support its billings, and making three requests for discovery.<sup>15</sup>

The Company responded to the discovery requests, objecting to them all as untimely,<sup>16</sup> and making specific objections to each.<sup>17</sup> Subject to and without waiving the objections, the Company produced to Mr. Scott copies of bills and an account activity statement for the account and the time periods he requested, which provided him with the information he demanded.<sup>18</sup>

The evidentiary hearing was held on January 18, 2019. During Mr. Scott's opening statement, Mr. Scott asked to "withdraw" his complaint as to the \*\*\*\$[REDACTED]\*\*\* amount he had previously placed in dispute.<sup>19</sup> Instead, he wished to allege he had been overbilled \*\*\*\$[REDACTED]\*\*\* via budget billing, and had overpaid \*\*\*\$[REDACTED]\*\*\* for actual service charges.<sup>20</sup>

---

<sup>10</sup> *Report of the Staff* attached to *Staff investigation Report* (November 2, 2018) EFIS Item 18.

<sup>11</sup> *Staff Investigation Report*, ¶3, later admitted into evidence as Ex. 200C.

<sup>12</sup> *Correspondence Regarding Disconnection Notice* (November 6, 2018), EFIS Item 19.

<sup>13</sup> At the evidentiary hearing, Mr. Scott failed to present any evidence, testimonial or otherwise, to support this allegation. As a result, the Company will not brief this issue, except to note here Mr. Scott's failure to meet his burden of proof on this issue.

<sup>14</sup> *Id.*

<sup>15</sup> *Supplemental Complaint and Plaintiff's Motion for Discovery* (January 7, 2019) EFIS Item 25. Note: this amount differed by \*\*\*\$[REDACTED]\*\*\*\* from the amount in dispute set forth in the original *Complaint*.

<sup>16</sup> The Commission's *Order Establishing Procedural Schedule and Other Procedural Requirements* (November 19, 2018) EFIS Item 21, established a December 17, 2018 deadline to request discovery.

<sup>17</sup> Ameren Missouri Exhibit ("Ex.") 116C, letter from Ameren Missouri's counsel to Mr. Scott dated January 8, 2019.

<sup>18</sup> *Id.*

<sup>19</sup> Transcript, Vol. III, Evidentiary Hearing (January 18, 2019) EFIS Item 27 ("Tr.") p. 48, l. 2-5.

<sup>20</sup> Tr. p. 47, l. 4-21.

## I. Argument

The regulatory law judge heard testimony and admitted documentary evidence offered through the testimony of three witnesses: Mr. Scott; the Company's witness Ms. Aubrey Krcmar, who is Ameren Missouri's Regulatory Liaison; and Staff's witness Ms. Dana Parish, who is a Utility Policy Analyst I with the Customer Experience Department of the Missouri Public Service Commission.

The Commission's *Order Directing the Filing of Post-Hearing Briefs*<sup>21</sup> directed the parties to explain whether Mr. Scott was overcharged for electric services provided, and whether Mr. Scott was appropriately billed under the budget billing program. From the Company's perspective, those two questions are inextricably interwoven in Mr. Scott's various allegations. Therefore, the Company tries to address the questions in the context of his allegations, and to the extent possible, to address them chronologically. Overall, the Company disproves the alleged overcharges and shows the proper budget billing protocols were followed. Mr. Scott's Complaint should be denied.

At hearing, the regulatory law judge also heard argument regarding the discovery dispute, which he took with the case.<sup>22</sup> As a result, the Company also briefly addresses that dispute.

### A. Did the Company overcharge Mr. Scott by virtue of billing him budget bill amounts instead of current charges for service?

Mr. Scott testified that the Company overcharged him via budget billing because he was charged \*\*\*\$[REDACTED]\*\*\* even when he wasn't using \*\*\*\$[REDACTED]\*\*\* worth of service in a given month.<sup>23</sup> This fact does not prove a violation of any statute, rule, tariff or Commission order, because the Company's Commission-approved budget billing tariff specifically sanctions such billing.<sup>24</sup> Under the tariff, the Company can bill the customer an *average* monthly bill amount, which for customers with less than twelve months of billing history for a current account, will be

---

<sup>21</sup> (January 22, 2019) EFIS Item 26.

<sup>22</sup> See, generally, Tr. p. 93, l. 16-p. 104, l. 104.

<sup>23</sup> E.g., Tr. p. 59, l. 25-p. 60, l. 1: If I'm only using \*\*\*\$[REDACTED]\*\*\*, there's no need to add \*\*\*\$[REDACTED]\*\*\* to the billing.”; Tr. p. 67, l.21-p. 68, l. 2: In Exhibit 4 Your Honor, I noticed that we have the problem that the actual usage in this billing – this living unit was \*\*\*\$[REDACTED]\*\*\*, and what I noticed what Ameren did was they added their budget bill adjustment of \*\*\*\$[REDACTED]\*\*\* to this bill in addition to \*\*\*\$[REDACTED]\*\*\*. In addition to that, they added a budget bill amount of \*\*\*\$[REDACTED]\*\*\*; Tr. p. 88, l. 6-12, “Again, this is confusing, so I’m kind of confused as to why these numbers fluctuate the way they do, but they’re showing that the budget bill was added on to the bill. The main point in this is that the budget billing was added onto this bill, and there was – budget billing should not be in this particular case because this billing simply does not require it.”

<sup>24</sup> Ex. 114.

a minimum of \$100.00.<sup>25</sup> The Company re-evaluates a customer's budget billing amount at the sixth month following the customer's enrollment in the program and thereafter during the May and November bill cycles.<sup>26</sup> The program contemplates that budget billing may result in temporary over- or under-collection of actual charges for service.<sup>27</sup> So, the tariff requires the Company to periodically settle up for over- or under collection with its budget billed customer. In May and December billing cycles a settlement will occur where the deferred over- or under-collection will be rolled forward and spread across all monthly bills in the next budget billing year unless the customer wants to settle up on the settlement month's bill.<sup>28</sup> In the event the Company or the customer terminates budget billing, the tariff requires the parties to settle up via a billing adjustment included in the next bill rendered to the customer.<sup>29</sup> In Mr. Scott's case, to the extent that the minimum charge caused an over-collection (also referred to herein as a budget bill balance ahead), the Company was required to settle up with Mr. Scott for that over-collection by including a budget bill adjustment amount on his next bill after budget billing was terminated that credited any amount over-collected to Mr. Scott's account. The Company did just that when it settled up with Mr. Scott in November of 2018, so it did not overcharge Mr. Scott by billing him the minimum budget bill amount.<sup>30</sup>

To support his claim, Mr. Scott studied his electric bills and prepared an "account audit" to show how much he was overbilled for service via budget billing, and how the payments he made exceeded charges for actual usage.<sup>31</sup> There are significant problems with Mr. Scott's calculations. One is that Mr. Scott did not provide a breakdown of how he arrived at the "Usage (For the Year)" figure of \*\*\*\$[REDACTED]\*\*\*, and while he instructs the reader to "refer to Ameren UE Billing" to confirm this figure, he does not identify what "Year" of usage he is referring to (calendar year? 12 billing periods?) or what portions of the unidentified bills he is relying on, so the figure cannot be verified. Another is that he is comparing figures from time periods that do not match—he sums payments from a *fourteen* month period (December of 2017 through January of 2019), but nets them against alleged actual charges "for the Year" and against alleged

---

<sup>25</sup> Id. at subpart I.1.

<sup>26</sup> Id. at subpart I.2.

<sup>27</sup> Id. at subpart I.3.

<sup>28</sup> Id.

<sup>29</sup> Id. at subparts I.5 and 6.

<sup>30</sup> 103C, p. 117.

<sup>31</sup> Ex. 13C,

overcharges in bills from a *twelve* month period (January 1, 2018 through December 11, 2018).<sup>32</sup> Most importantly, in concluding that budget billing has resulted in overbilling, Mr. Scott has incorrectly interpreted the current charges, budget bill adjustment and budget bill amounts shown in his bills, as well as how amounts due are calculated, and as a result, his calculations are grossly inaccurate.

Mr. Scott's testimony, compared to a bill about which Mr. Scott was testifying, highlights his errors:

In Exhibit 4, Your Honor, I noticed that we have the problem that the actual usage in this billing – this living unit was \*\*\*\$[REDACTED]\*\*\* and what I noticed what Ameren did was they added their budget bill adjustment of \*\*\*\$[REDACTED]\*\*\* to this bill in addition to \*\*\*\$[REDACTED]\*\*\*. In addition to that, they added a budget bill amount of \*\*\*\$[REDACTED]\*\*\*. So – and they show on here that you had a payment on 4/10 of 2018 of \*\*\*\$[REDACTED]\*\*\*, but they also show that you're only using \*\*\*\$[REDACTED]\*\*\*, and we're adding \*\*\*\$[REDACTED]\*\*\* to this bill by way of budget billing. So what they've done is they've calculated my actual usage, then on top of that, they've added \*\*\*\$[REDACTED]\*\*\* that pertains to budget billing[.]<sup>33</sup>

Exhibit 4 shows the Company did *not* bill Mr. Scott \*\*\*\$[REDACTED]\*\*\* plus \*\*\*\$[REDACTED]\*\*\* plus \*\*\*\$[REDACTED]\*\*\* (\*\*\*\$[REDACTED]\*\*\*). The entire amount due was only \*\*\*\$[REDACTED]\*\*\*, \*\*\*\$[REDACTED]\*\*\* of which was for an unrelated payment agreement installment.

Rather, as Ms. Krcmar explained, on budget billing, the customer is billed the budget bill amount each month *instead of* the charges for actual usage, and the difference between the two – positive or negative depending on whether the budget bill amount is more or less than the charges for actual usage – is reflected in a deferred budget bill balance.<sup>34</sup> On the bill, the customer will be informed of the amount of the current charges, then a line item will identify the adjustment made to those charges, up or down, to reach the budget bill amount, which is also shown.<sup>35</sup> The customer is also informed what the deferred budget bill balance (ahead or behind) will be after paying that bill.<sup>36</sup>

In Mr. Scott's audit, he begins with a billing amount, then adds to or subtracts from that number the "adjustment" shown on his bill, arrives at a "net amount," then sums all the "net amounts" to reach a "budget billing net total," and concludes that this total is the amount the

---

<sup>32</sup> Id.

<sup>33</sup> Tr. p. 67, l. 21-p. 68, l. 9. (emphasis added)

<sup>34</sup> Tr. p. 118, l. 22-p. 119, l. 18.

<sup>35</sup> Id. p. 144, l. 16-p. 146, l. 12.

<sup>36</sup> Id. p. 146, l. 13-24.

Company has overbilled him.<sup>37</sup> A comparison of Mr. Scott's actual bill for a month, to his calculations for that month, highlights the error in this approach. For example, in January of 2018, he was budget billed \*\*\*\$[REDACTED]\*\*\* for his service even though his actual charges for service were \*\*\*\$[REDACTED]\*\*\*.<sup>38</sup> In other words, his bill was adjusted downward by \*\*\*\$[REDACTED]\*\*\* such that he was charged *less* that month than his actual charges for service. Yet Mr. Scott concludes that budget billing caused him to be billed \*\*\*\$[REDACTED]\*\*\* *too much* for his service that month.<sup>39</sup> He reaches this conclusion because he subtracts the adjustment (which has already been applied once to the actual charges, in order to arrive at the budget bill amount) from the budget bill amount, and concludes that the difference is an amount he has been overbilled.<sup>40</sup> He makes a similar mistake in months where his actual charges for service are *lower* than the budget bill amount he is billed. For example, in April of 2018, Mr. Scott was billed \*\*\*\$[REDACTED]\*\*\* even though his actual charges for service were \*\*\*\$[REDACTED]\*\*\*. In other words, his bill was adjusted upwards by \*\*\*\$[REDACTED]\*\*\* and he was charged more that month than his actual charges for service.<sup>41</sup> Yet, Mr. Scott concludes that budget billing resulted in him being billed \*\*\*\$[REDACTED]\*\*\* too much that month, because he mistakenly adds the \*\*\*\$[REDACTED]\*\*\* adjustment (which has already been applied once to the actual charges, in order to arrive at the budget bill amount) to his budget bill amount, and concludes that the sum is an amount he has been overbilled.<sup>42</sup> The mistake is especially apparent because although Mr. Scott alleges he was overbilled \*\*\*\$[REDACTED]\*\*\* that month, his total bill (which also included a payment agreement installment) was only \*\*\*\$[REDACTED]\*\*\*.

There are other errors as well. Mr. Scott's tally regarding budget billing does even not include his March 5, 2018 bill for which he was budget billed. Yet, the tally includes amounts charged to him in May and late November of 2018, although those bills only include budget bill *settlement* amounts, not any monthly budget bill amounts.<sup>43</sup>

Mr. Scott has failed to prove by a preponderance of the evidence that the Company has overcharged Mr. Scott by billing him budget bill amounts.

---

<sup>37</sup> Id.

<sup>38</sup> Ex. 102C, p. 11.

<sup>39</sup> Ex. 13C.

<sup>40</sup> Ex. 13 C.

<sup>41</sup> Ex. 103C, p. 1.

<sup>42</sup> Ex. 13C.

<sup>43</sup> 103C, pp. 3 and 17.

**B. Did the Company overcharge Mr. Scott by virtue of continuing to budget bill him after he had cancelled budget billing?**

Mr. Scott requested budget billing in 2017, in connection with efforts to reduce a very large arrearage.<sup>44</sup> He recalled being advised that budget billing would make his bills stay constant, although he testified that the Company did not clarify that this could mean having amounts added to his bill.<sup>45</sup> The Company's call contacts log also reflects that Mr. Scott called the Company on November 1, 2017 and set up a Cold Weather Rule payment agreement to allow him to pay an arrearage via an initial down-payment and twelve monthly installment payments, and at that time budget billing was added to his account and he was emailed a brochure regarding budget billing.<sup>46</sup> Ms. Krcmar testified that she listened to the recording of that call and during it, Mr. Scott agreed to set up budget billing as well as the payment agreement.<sup>47</sup> Staff also listened to the call and reported that Mr. Scott was offered the payment arrangement after he defaulted on a prior arrangement, was offered budget billing at the default rate of \*\*\*\$[REDACTED]\*\*\* per month, and that he accepted.<sup>48</sup>

Mr. Scott testified that he requested by phone in February or March of 2018 to discontinue budget billing, and that he made the request multiple times.<sup>49</sup> In contrast, the Company's call contacts do not reflect any incoming call from Mr. Scott in February of 2018, and while he placed eight calls to the Company in March of 2018, none reflected any request to stop budget billing.<sup>50</sup> Staff also reported that it reviewed the account notes (call contacts) and listened to the recorded conversations and found no request to stop budget billing in March.<sup>51</sup> Staff reported that during a call to the Company on March 12, 2018, Mr. Scott inquired about *keeping* budget billing at his new 3725 address, and he was specifically advised budget billing

---

<sup>44</sup> Tr. p. 108, l. 3-25.

<sup>45</sup> Id.

<sup>46</sup> Ex. 104C, entry dated 2017-11-01.

<sup>47</sup> Tr. p. 143, l. 3-12

<sup>48</sup> Ex. 200C, p. 3.

<sup>49</sup> Tr. p. 109, l. 16-p. 110, l. 6.

<sup>50</sup> Ex. 104C, entries dated 2018-03-02 (calling for confirmation of receipt of payment); entry dated 2018-03-12 "Move In/Move Out" (calling to terminate service at 4110 and establish service in his name at 3725); entry dated 2018-03-19 (calling regarding final bill of \*\*\*\$[REDACTED]\*\*\* for 4110); Ex. 105C, entries dated 2018-03-19 (discussing transferred bill, prorated bill amount and \*\*\*\$[REDACTED]\*\*\* budget bill default amount); 2018-03-23 (no verification of service address so no substantive discussion occurred); 2018-03-29 (calling wanting bill adjusted due to prorated budget bill amount).

<sup>51</sup> Ex. 200C, pp. 2-3.



would remain at \*\*\*\$[REDACTED]\*\*\* per month.<sup>52</sup> Staff determined that Mr. Scott first *discussed* stopping budget billing in a call to the Company on April 6, 2018, but he decided to wait until after receiving his April bill to decide.<sup>53</sup> Mr. Scott called on April 18, 2018, after receiving that bill, and asked to stop budget billing.<sup>54</sup> The advisor put in the order to stop budget billing and advised that it would take effect with his next bill.<sup>55</sup> Ms. Krcmar also listened to the recorded calls and testified to the same effect.<sup>56</sup> This is consistent with the Company's record regarding that call.<sup>57</sup>

Mr. Scott's April 12, 2018 bill and his May 11, 2018<sup>58</sup> bill show that the Company did *not* continue to budget bill him after he requested to cancel budget billing on April 18, 2018. As Ms. Krcmar explained, when budget billing is stopped, then on the next month's bill, the customer will not be budget billed for that month, but in order to settle up, the amount by which his budget billing was then behind, or ahead, will either be added to or subtracted from the balance due on that bill.<sup>59</sup> The April bill advised that after paying that bill, the budget bill balance would be behind \*\*\*\$[REDACTED]\*\*\*.<sup>60</sup> Accordingly, on the May 11, 2018 bill, the \*\*\*\$[REDACTED]\*\*\* was added to the amount due to settle up.<sup>61</sup>

Mr. Scott was next set up on budget billing as a result of an energy assistance pledge he received on August 22, 2018.<sup>62</sup> Mr. Scott testified that it was the first time he had ever received an energy assistance grant.<sup>63</sup> He did not understand that as a result of that pledge, he would be set up on budget billing.<sup>64</sup> Ms. Krcmar explained that when a customer accepts energy assistance, they are enrolled in budget billing, and that it would be part of the energy assistance agency's process of working with the customer who has requested the grant from the agency to communicate that to the customer, since the Company often has no contact with a customer

---

<sup>52</sup> Id.

<sup>53</sup> Id. p. 5.

<sup>54</sup> Id.

<sup>55</sup> Ex. 105C, see entries dated 2018-04-18;

<sup>56</sup> Tr. p. 159, l. 18-23; p. 161, l. 11-p. 162, l. 13.

<sup>57</sup>

<sup>58</sup> Ex. 103C, p. 3.

<sup>59</sup> Tr. p. 161, l. 20-p. 162, l. 22

<sup>60</sup> Ex. 103C, p. 1.

<sup>61</sup> Id. p. 3, see line item, "Budget Bill Adjustment."

<sup>62</sup> Ex. 105C, entries dated 2018-08-22; Tr. p. 187, l. 9-25.

<sup>63</sup> Tr. p. 107, l. 25-p. 108, l. 2.

<sup>64</sup> Tr. p. 104, l. 19-p. 105, l. 2.

during that process.<sup>65</sup> Ms. Krcmar further explained that although a customer is then set up on budget billing, the customer can contact the Company and request to stop budget billing and will be removed from budget billing.<sup>66</sup> After the pledges were received and Mr. Scott was set up on budget billing on August 22, 2018, Mr. Scott called the Company several times about various billing matters, but not until a November 19, 2018 call with Ms. Krcmar did he request that budget billing be cancelled.<sup>67</sup> As soon as he did, Ms. Krcmar put in the order to stop budget billing.<sup>68</sup>

The Company did not continue to budget bill Mr. Scott after he cancelled budget billing on November 19, 2018. In fact, Ms. Krcmar agreed to have a “corrected bill” issued to replace the November bill that had already been issued to Mr. Scott, to effectively cancel budget billing retroactive to the beginning of that billing cycle.<sup>69</sup> After payment of the October 10, 2018 bill, Mr. Scott’s budget balance would have been ahead \*\*\*\$[REDACTED]\*\*\*, so on the corrected November bill, to settle up, the \*\*\*\$[REDACTED]\*\*\* by which his budget billing was ahead of his actual charges was subtracted from the amount due.<sup>70</sup>

The evidence presented by the Company and Staff proves that the Company stopped budget billing Mr. Scott after he cancelled budget billing on April 18, 2018 and November 19, 2018, and settled up with Mr. Scott on his next bills, all in accordance with the Company’s budget billing tariff. As a result, Mr. Scott has failed to prove by a preponderance of the evidence that the Company overcharged him by continuing to budget bill him after he cancelled or that it violated its budget billing tariff.

**C. Did the Company otherwise overcharge Mr. Scott? Was Mr. Scott otherwise appropriately budget billed?**

---

<sup>65</sup> P. 121, l. 23-p. 123, l. 10.

<sup>66</sup> Id.

<sup>67</sup> Ex. 105C, entries dated 2018-08-23 (calling questioning balance and wanting to speak to the person handling his PSC complaint); 2018-09-04 (calling about the current amount due and receiving information about the next read date); 2018-09-13 (calling about amounts due and receiving information about amounts suspended); 2018-10-12 (calling regarding amounts due and noting that Aubrey (Ms. Krcmar) can answer further questions); 2018-11-08 (calling about delinquent amount and advised of what initial down payment and monthly installments would be under Cold Weather Rule payment agreement, and advised that email would be sent to Ms. Krcmar); 2018-11-13 (calling requesting to speak to supervisor, advised will need to speak with Ms. Krcmar); 2018-11-19 (calling in to report a payment and advised of the next read date for his bills); 2018-11-19 (call between Mr. Scott and Ms. Krcmar, budget billing cancelled at his request).

<sup>68</sup> Id. See entries dated 2018-11-19.

<sup>69</sup> Ex. 103C, p. 15-17.

<sup>70</sup> Id. pp. 13 and 17.

## **1. Account History Preceding Budget Billing and Payment Agreement at Issue (July 2017 through November 2017)**

Mr. Scott began receiving service to 4110 in July of 2017.<sup>71</sup> When that account was opened, a \*\*\*\$[REDACTED]\*\*\* outstanding balance he owed for service to a prior residential address was transferred into the 4110 account.<sup>72</sup>

His initial bill for 4110, for eight days of service, was issued on August 2, 2017, and included \*\*\*\$[REDACTED]\*\*\* in current charges and the transferred balance, for a total of \*\*\*\$[REDACTED]\*\*\* due August 23, 2017.<sup>73</sup> On August 8, 2017, Mr. Scott called and asked to enter into a payment agreement (“PAG”), to pay the balance in smaller monthly installments.<sup>74</sup> A customer experience leader agreed to set him up on a PAG that required a \*\*\*\$[REDACTED]\*\*\* initial payment by August 29<sup>th</sup>, and payment of the remaining \*\*\*\$[REDACTED]\*\*\* in 12 monthly installments (11 installments of \*\*\*\$[REDACTED]\*\*\* and a 12<sup>th</sup>, final installment of \*\*\*\$[REDACTED]\*\*\*).<sup>75</sup> Mr. Scott agreed to the terms, including that payments must be made each month on time to avoid default, so a pending PAG was set up to establish the PAG upon the Company’s timely receipt of the initial payment.<sup>76</sup> Mr. Scott called back a couple of weeks later and spoke with another leader about the pending PAG and PAG policy.<sup>77</sup> On August 24<sup>th</sup>, Mr. Scott activated the PAG by making the initial payment.<sup>78</sup> That same day, the Company sent Mr. Scott a PAG letter.<sup>79</sup> Every PAG letter sent by the Company includes the same general information.<sup>80</sup> Among other important details, the PAG letter reminds the customer that any payment that is less than the full amount due or that is received after a bill’s due date will result in default of the agreement, upon which the balance of the agreement will be billed to the customer’s account,

---

<sup>71</sup> Ex. 102C, p. 1

<sup>72</sup> Id. The Company is permitted to transfer balances this way under its Commission-approved tariff, which provides that when service is terminated at a separate customer metering point, the Company may transfer any unpaid balance to any other service account of the customer having a comparable class of service. Ex. 109, Tariff Sheet No. 131.1, ¶ Transfer of Balances.

<sup>73</sup> Ex. 102C, p. 1

<sup>74</sup> Ex. 104C, Contacts 4110, entries dated 2017-08-08.

<sup>75</sup> Id.

<sup>76</sup> Ex. 115C Aubrey Krcmar compilation. In addition to other account information reviewed by Ms. Krcmar, Ms. Krcmar listened to recordings of Mr. Scott’s calls with the Company. Tr. p. 115, l. 18-p. 116, l. 8.

<sup>77</sup> Ex. 104C, entries dated 2017-08-23.

<sup>78</sup> Ex. 104C, entries dated 2017-08-24

<sup>79</sup> Id.

<sup>80</sup> Tr. p. 133, l. 13-23.

and that failure to meet the terms of the agreement may result in disconnection for non-payment.<sup>81</sup>

The Company issued its first full monthly bill to Mr. Scott for service at 4110 on August 31, 2017.<sup>82</sup> It noted receipt of his \*\*\*\$[REDACTED]\*\*\* payment, and included current charges of \*\*\*\$[REDACTED]\*\*\* and his first PAG installment amount of \*\*\*\$[REDACTED]\*\*\* for a total of \*\*\*\$[REDACTED]\*\*\* due by September 22, 2017.<sup>83</sup> Mr. Scott failed to pay the amount due by the due date, however, and as a result the PAG defaulted.<sup>84</sup>

His next monthly bill issued October 2, 2017 noted the default, included current charges of \*\*\*\$[REDACTED]\*\*\*, the entire \*\*\*\$[REDACTED]\*\*\* defaulted PAG amount, his prior balance of \*\*\*\$[REDACTED]\*\*\* and late pay charges totaling \*\*\*\$[REDACTED]\*\*\*, for a total amount due of \*\*\*\$[REDACTED]\*\*\*, due October 23, 2017.<sup>85</sup> On October 3, 2017, the Company received a \*\*\*\$[REDACTED]\*\*\* payment from Mr. Scott,<sup>86</sup> reducing the balance to \*\*\*\$[REDACTED]\*\*\*. On October 26, 2017, the Company issued a disconnection notice to Mr. Scott, advising that his service would be disconnected unless the \*\*\*\$[REDACTED]\*\*\* past due balance was paid on or before November 7, 2017.<sup>87</sup>

His next monthly bill was issued October 31, 2017. It noted that his account had a past due amount and may be subject to disconnection. It included current charges of \*\*\*\$[REDACTED]\*\*\*, a prior balance of \*\*\*\$[REDACTED]\*\*\* and late pay charges totaling \*\*\*\$[REDACTED]\*\*\*, for a total of \*\*\*\$[REDACTED]\*\*\* due November 22, 2017. That same day, the Company received a \*\*\*\$[REDACTED]\*\*\* payment on the account.<sup>88</sup>

---

<sup>81</sup> Ex. 117, Sample payment agreement letter.

<sup>82</sup> As permitted under 4 CSR 240-13.015(1)(C) and 4 CSR 240-13.020(1) the usage periods for which the Company issues regular (as opposed to initial, corrected or final) bills to its monthly billed customers vary somewhat from bill to bill, but are no less than 26 days and are no more than 35 days. For purposes of simplicity, the bills issued to Mr. Scott for varying but regular usage periods are referred to in this brief as “monthly” bills. Any initial, final or corrected bill issued to him has been identified as such herein.

<sup>83</sup> Ex. 102C, p. 3.

<sup>84</sup> Ex. 115C.

<sup>85</sup> Ex. 102C, p. 5.

<sup>86</sup> Ex. 115C.

<sup>87</sup> The Company does not keep copies of the actual disconnection notices it sends, but its contacts record the date the notice is issued, *see* Ex. 104C entry dated 2017-10-26, and its collection activity detail screen records the amount stated in the disconnection notice, *see* Ex. 112C entry dated 10/26/2017. A copy of a later disconnection notice issued to Mr. Scott, which he attached to his *Complaint* and which was admitted into the record as Ex. 110C, is illustrative of the form of notice Mr. Scott received on October 26, 2017.

<sup>88</sup> Ex. 115C.

## **2. Account History from Establishment of Budget Billing and CWR PAG to Point of Dispute Regarding Whether Company Credited a Payment (November 2017 through April 2018)**

On November 1, 2017, Mr. Scott called and discussed setting up a payment agreement.<sup>89</sup> November 1 is the start of the Cold Weather Rule (“CWR”) Period, which lasts through March 31.<sup>90</sup> During the CWR Period, utilities may not discontinue a customer’s heat-related utility service if the customer contacts the utility and states he cannot pay his bill in full, but makes an initial payment calculated per the CWR and enters into a PAG that complies with the CWR.<sup>91</sup> Under the CWR, the utility must first offer a customer a 12-month budget plan that will cover all preexisting arrears, current bills, and the utility’s estimate of ensuing bills.<sup>92</sup> So, the advisor and Mr. Scott discussed that he could set up a CWR PAG for an initial payment of \*\*\*\$[REDACTED]\*\*\* due November 7, 2017, and 12 monthly installments of \*\*\*\$[REDACTED]\*\*\*.<sup>93</sup> As required by the CWR, the Company also offered to set Mr. Scott up on budget billing,<sup>94</sup> and he agreed.<sup>95</sup> The advisor specifically explained that the budget billing amount would be \*\*\*\$[REDACTED]\*\*\* per month, and his monthly bills would also include the \*\*\*\$[REDACTED]\*\*\* CWR PAG installments.<sup>96</sup> Mr. Scott activated the CWR PAG by making a \*\*\*\$[REDACTED]\*\*\* payment on November 6, 2017, and a PAG letter detailing the terms of the agreement was sent to him.<sup>97</sup>

On December 1, 2017, the Company sent Mr. Scott a monthly bill that was the first bill that reflected the budget billing arrangement.<sup>98</sup> Mr. Scott’s December 1, 2017 bill reflected current charges of \*\*\*\$[REDACTED]\*\*\*, which exceeded the budget bill amount by \*\*\*\$[REDACTED]\*\*\*, such that the bill reflected a budget bill adjustment amount of \*\*\*-\$[REDACTED]\*\*\*. The bill also noted that *after* paying this bill, Mr. Scott’s budget billing balance would be behind \*\*\*\$[REDACTED]\*\*\*. The bill also included his first \*\*\*\$[REDACTED]\*\*\* CWR PAG installment amount of \*\*\*\$[REDACTED]\*\*\*, for a total

---

<sup>89</sup> Ex. 104C, entries dated 2017-11-01.

<sup>90</sup> 4 CSR 240-13.055(2).

<sup>91</sup> 4 CSR 240-13.055(6).

<sup>92</sup> 4 CSR 240-13.055(10).

<sup>93</sup> Ex. 104C, entries dated 2017-11-01; actually, the final installment was \$31.28, *see* entry dated 2017-11-06.

<sup>94</sup> 4 CSR 240-13.055(10)(B)1.

<sup>95</sup> *Id.*; Tr. p. 142, l. 10-p. 143, l. 12; Ex. 201, p. 3 and n.3.

<sup>96</sup> p. 142, l. 10-p. 143, l. 12; Ex. 200C, p. 3 and n.3.

<sup>97</sup> Ex. 104C, entries dated 2017-11-06. Note that because he paid \$1 more than required, the amount deferred under the CWR PAG was \*\*\*\$[REDACTED]\*\*\* (\*\*\*\$[REDACTED]\*\*\* due on 10/31/17 bill, less \*\*\*\$[REDACTED]\*\*\* payment made that day, less \*\*\*\$[REDACTED]\*\*\* initial pmt).

<sup>98</sup> Ex. 102C, p. 9.

amount due of \*\*\*\$[REDACTED]\*\*\*, due December 26, 2017.<sup>99</sup> Bills involving PAGs also include special notes. In this case it noted that *after* paying this bill, Mr. Scott would owe \*\*\*\$[REDACTED]\*\*\*<sup>100</sup> over the next 11 months—in other words, after receipt of the amount due, the Company would credit \*\*\*\$[REDACTED]\*\* of it against the then \*\*\*\$[REDACTED]\*\*\* balance on his CWR PAG, reducing it to \*\*\*\$[REDACTED]\*\*\*. The Company received \*\*\*\$[REDACTED]\*\* from Mr. Scott on December 27, 2017. Although the payment was one day late, the Company provides a grace period, so his CWR PAG did not default.<sup>101</sup> \*\*\*\$[REDACTED]\*\*\* of the payment was applied to his budget billing amount, and \*\*\*\$[REDACTED]\*\*\* was applied to his CWR PAG installment.<sup>102</sup>

On January 4, 2018, the Company sent Mr. Scott a monthly bill that included his second CWR PAG installment and his budget bill amount. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so his bill reflected a budget bill adjustment of \*\*\*-\$[REDACTED]\*\*\*.<sup>103</sup> This adjustment increased his budget bill balance behind amount *after* paying the bill, from \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\*, as noted on the bill. The total amount due, for the budget bill amount of \*\*\*\$[REDACTED]\*\*\* plus his \*\*\*\$[REDACTED]\*\*\* CWR PAG amount, was \*\*\*\$[REDACTED]\*\*\* due January 26, 2018.<sup>104</sup> The bill also advised Mr. Scott that *after* paying this bill, the CWR PAG amount would be \*\*\*\$[REDACTED]\*\*\*<sup>105</sup> over 10 months. Mr. Scott paid \*\*\*\$[REDACTED]\*\*\* on January 29, 2018. \*\*\*\$[REDACTED]\*\*\* of the payment was applied to his budget billing amount, \*\*\*\$[REDACTED]\*\*\* was applied to his CWR PAG balance, and the extra dollar was credited as paid in advance.<sup>106</sup>

On February 2, 2018, the Company sent Mr. Scott a monthly bill that included his third CWR PAG installment and his budget bill amount. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so his bill reflected a budget bill adjustment of \*\*\*-\$[REDACTED]\*\*\*.<sup>107</sup> This adjustment increased his budget bill balance behind amount, *after* paying the bill, from \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\*, which was noted on the bill. The total amount due, for the budget bill amount of \*\*\*\$[REDACTED]\*\*\* plus his \*\*\*\$[REDACTED]\*\*\* CWR PAG installment, was \*\*\*\$[REDACTED]\*\*\* due February 26, 2018.<sup>108</sup> The bill also advised Mr. Scott that *after* paying this bill, his remaining CWR PAG amount

---

<sup>99</sup> Ex. 102C, p. 9.

<sup>100</sup> Id; \*\*\*\$[REDACTED]\*\*\* amount deferred under the CWR PAG, less the \*\*\*\$[REDACTED]\*\*\* payment anticipated.

<sup>101</sup> Tr. p. 147, l. 5-16.

<sup>102</sup> Ex. 115C.

<sup>103</sup> Ex. 102C, p. 11.

<sup>104</sup> Id.

<sup>105</sup> \*\*\*\$[REDACTED] less \*\*\*\$[REDACTED]\*\*\* = \*\*\*\$[REDACTED]\*\*\*.

<sup>106</sup> Ex. 115C.

<sup>107</sup> Ex. 102C, p. 13.

<sup>108</sup> Id.

would be \*\*\*\$[REDACTED]\*\*\*<sup>109</sup> over 9 months. Mr. Scott paid \*\*\*\$[REDACTED]\*\*\* on February 27, 2018, which was within the grace period. \*\*\*\$[REDACTED]\*\*\* of the payment was applied to his budget billing amount, and \*\*\*\$[REDACTED]\*\*\* was applied to his CWR PAG balance.<sup>110</sup>

On March 5, 2018, the Company sent Mr. Scott a monthly bill that included his fourth CWR PAG installment and his budget bill amount. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so his bill reflected a budget bill adjustment of \*\*\*-\$[REDACTED]\*\*\*.<sup>111</sup> This adjustment increased his budget bill balance behind amount, *after* paying the bill, from \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\*, as noted on the bill. The total amount due, for the budget bill amount of \*\*\*\$[REDACTED]\*\*\* plus his \*\*\*\$[REDACTED]\*\*\* CWR PAG amount, was \*\*\*\$[REDACTED]\*\*\* due March 26, 2018, 2018.<sup>112</sup> The bill also advised Mr. Scott that *after* paying this bill, the CWR PAG amount would be \*\*\*\$[REDACTED]\*\*\*<sup>113</sup> over 8 months.

Mr. Scott called the Company on March 12, 2018 and asked to terminate his service to 4110, effective that day. He requested that service at 3725 be put in his name, retroactive to March 9, 2018.<sup>114</sup> During the call, Mr. Scott inquired about keeping budget billing at the new address, and the advisor confirmed it would remain at \*\*\*\$[REDACTED]\*\*\* per month. They also discussed that a final bill would be issued for 4110.<sup>115</sup>

Because the prior bill for 4110 only covered service through March 1, 2018,<sup>116</sup> the Company issued a final bill to Mr. Scott that covered the remaining period of service.<sup>117</sup> His actual charges for the 11-day period covered by the final bill were \*\*\*\$[REDACTED]\*\*\*. Since he remained on budget billing but the final bill only covered 11 days, his budget bill amount was pro-rated from the full \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\* for the 11-day period. A special note explaining this adjustment was included on the bill. As a result, his bill reflected a budget bill adjustment of \*\*\*\$[REDACTED]\*\*\*.<sup>118</sup> This adjustment decreased his budget bill balance behind amount, *after* paying this bill, from \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\*, which was noted on the

---

<sup>109</sup> \*\*\*\$[REDACTED] less \$[REDACTED] = \$[REDACTED]\*\*\*.

<sup>110</sup> Ex. 115C.

<sup>111</sup> Ex. 102C, p. 13.

<sup>112</sup> Id.

<sup>113</sup> \*\*\*\$[REDACTED] less \$[REDACTED] = \$[REDACTED]\*\*\*.

<sup>114</sup> Ex. 104C, entries dated 2018-03-12; and Ex. 105C, entries dated 2018-03-12.

<sup>115</sup> Ex. 200C, Staff Report, p. 3; Ex. 105C, entries dated 2018-03-12.

<sup>116</sup> Ex. 102C, p. 15, see detail in left-hand column, "Electric Service from 01/31/2018 – 03/01/2018 29 days"

<sup>117</sup> Ex. 102C, p. 17.

<sup>118</sup> Id.

bill.<sup>119</sup> The bill also reflected the prior balance from the regular March 5, 2018 bill, \*\*\*\$[REDACTED]\*\*\*, which was not yet due but also had not yet been paid. The total amount due was \*\*\*\$[REDACTED]\*\*\*, due April 6, 2018.<sup>120</sup> The bill also advised Mr. Scott that the *unbilled* CWR PAG amount of \*\*\*\$[REDACTED]\*\*\* was transferred to his new account for 3725.<sup>121</sup>

Pursuant to its transferred balance tariff, the Company transferred the \*\*\*\$[REDACTED]\*\*\* balance for 4110 to the new account for 3725.<sup>122</sup> The Company received \*\*\*\$[REDACTED]\*\*\* from Mr. Scott on April 10, 2018, and reflected its receipt of that payment on his first monthly bill for service to 3725.<sup>123</sup> That payment effectively paid off what had been his final bill balance for 4110.<sup>124</sup>

On April 12, 2018, the Company sent Mr. Scott a monthly bill for service to 3725 that included his fifth CWR PAG installment and his budget bill amount. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so the bill reflected a budget bill adjustment of \*\*\*\$[REDACTED]\*\*\*.<sup>125</sup> This adjustment decreased his budget bill balance behind amount,<sup>126</sup> *after* paying the bill, from \*\*\*\$[REDACTED]\*\*\* to \*\*\*\$[REDACTED]\*\*\*, which was noted on the bill. The total amount due, for the budget bill amount of \*\*\*\$[REDACTED]\*\*\* plus his \*\*\*\$[REDACTED]\*\*\* CWR PAG amount, was \*\*\*\$[REDACTED]\*\*\* due May 3, 2018.<sup>127</sup> The bill also reminded Mr. Scott that the \*\*\*\$[REDACTED]\*\*\* unbilled CWR PAG amount had transferred from the account for 4110, and that *after* payment of this bill, the amount remaining on the CWR PAG would be \*\*\*\$[REDACTED]\*\*\* over 7 months.

These notations on the April 12, 2018 bill for 3725 show that, contrary to Mr. Scott's allegations,<sup>128</sup> the Company did not fail to credit a payment made by him (which would have had

---

<sup>119</sup> Per the Company's budget billing tariff, final bills include amounts necessary to settle the budget billing account, unless the budget billing balance is transferred to a customer's new account. Ex. 114, sub¶I.7. That is what occurred in this case. See Ex. 103C, p. 1.

<sup>120</sup> Ex. 102C, p. 17.

<sup>121</sup> Id.

<sup>122</sup> Ex. 109; Ex. 103C p. 1, see notation, "\*\*\*\$[REDACTED]\*\*\* transferred from account 7473314441".

<sup>123</sup> Ex. 103C p.1, see notation, "last payment – 04/10/2018 \*\*\*\$[REDACTED]\*\*\*".

<sup>124</sup> Ex. 115C; Tr. p. 156, l. 2-11. \*\*\*\$[REDACTED]\*\*\* of that \*\*\*\$[REDACTED]\*\*\* payment paid down the CWR PAG balance to \*\*\*\$[REDACTED]\*\*\*, as was indicated would be the result in the note in his regular March 5, 2018 bill, "Your Payment Agreement amount remaining after this bill: \*\*\*\$[REDACTED]\*\*\* over 8 month(s)."

<sup>125</sup> Ex. 102C, p. 13.

<sup>126</sup> See n. 66, the budget bill behind amount of \*\*\*\$[REDACTED]\*\*\* from 4110 had transferred to 3725.

<sup>127</sup> Ex. 103C, p. 1.

<sup>128</sup> See *Complaint*, ¶5, "\*\*\*\$38.00\*\*\* not credited to arrearage account" and *Complainant's Response to Commission's Order to Show Cause Why Complaint Should Not Be Dismissed* (September 28, 2018) ("Complainant's Response"), EFIS Item 13, see "Cause #1" and "Cause #2" alleging that the Company failed to credit his \*\*\*\$[REDACTED]\*\*\* payment, and alleging that as a result, the entire arrearage balance (unpaid CWR PAG balance) came due.



the effect of overcharging him). The Company *did* credit his \*\*\*\$[REDACTED]\*\*\* payment, and in particular \*\*\*\$[REDACTED]\*\*\* of that payment, made on April 10, 2018 to the payment agreement installment amount included in his March 3, 2018 bill for 4110. As detailed above, the March 3, 2018 bill for 4110 had advised Mr. Scott that *after* paying that bill, his remaining CWR PAG amount would be \*\*\*\$[REDACTED]\*\*\*<sup>129</sup> over 8 months. He paid the March 3, 2018 bill (which was included as a prior balance in the March 12, 2018 final bill for 4110) on April 10, 2018. Accordingly, the April 12, 2018 bill for 3725 reflected that the remaining \*\*\*\$[REDACTED]\*\*\* CWR PAG balance had transferred to that account. It further reflected that *after* payment of the April 12, 2018 bill for 3725, the amount remaining on the CWR PAG would be \*\*\*\$[REDACTED]\*\*\* over 7 months. Had the Company failed to credit \*\*\*\$[REDACTED]\*\*\* of his April 10, 2018 \*\*\*\$[REDACTED]\*\*\* payment toward the CWR PAG, neither the balance on the CWR PAG nor the number of remaining monthly installments would have declined from the March 3 bill for 4110 to the April 11 bill for 3725. Both did.

### **3. Account History from Cancellation of Budget Billing and Company's Credit of Payment, to Default of CWR PAG (April and May 2018)**

As noted above, Mr. Scott called the Company on April 18, 2018 to discuss itemized charges on that bill and to again discuss budget billing. He requested to stop budget billing, because his actual usage was less than budget billing. The advisor explained budget billing, including the effect of seasonal variances in usage that budget billing is designed to smooth out, and that because his budget billing was behind, there would be a settlement amount on his next bill. Mr. Scott confirmed his desire to stop budget billing, so the advisor put in an order to stop budget billing effective with his next bill date, and so advised him.<sup>130</sup>

Regardless of the termination of budget billing, however, Mr. Scott's previously issued April 12, 2018 bill was due May 3, 2018. By May 3, 2018, Mr. Scott had failed to pay the \*\*\*\$[REDACTED]\*\*\* then due.<sup>131</sup>

The Company's evidence proves plain and simple, that the Company did not overcharge Mr. Scott by failing to apply a payment it received. Rather, it was Mr. Scott's failure to pay his

---

<sup>129</sup> \*\*\*\$[REDACTED] less \$[REDACTED] = \$[REDACTED]\*\*\*.

<sup>130</sup> Ex. 105C, entries dated 2018-04-18; see also Ex. 200C, pp. 5-6, Staff's notes based on recorded calls provided to Staff.

<sup>131</sup> Ex. 115C.

April 12, 2018 bill when due that caused his CWR PAG to default and the entire unpaid balance under the CWR PAG to become due.

**4. Account History from Budget Bill Settlement to First Disconnection  
Notice for Failure to Pay Amounts Due after CWR PAG Default  
(May and June 2018)**

On May 11, 2018, the Company sent Mr. Scott a monthly bill for service to 3725. It noted the default in CWR PAG. In order to reflect that budget billing had been terminated, and to settle up, the bill included current charges of \*\*\*\$[REDACTED]\*\*\*, and a budget bill adjustment of the \*\*\*\$[REDACTED]\*\*\* by which his budget bill balance had been behind, for a total “budget bill amount” of \*\*\*\$[REDACTED]\*\*\*. To account for default of the CWR PAG, the May bill also included the entire \*\*\*\$[REDACTED]\*\*\* remaining balance on the CWR PAG (this included the \*\*\*\$[REDACTED]\*\*\* installment billed on April 12, 2018 but unpaid).<sup>132</sup> The Company did not overcharge Mr. Scott by including this entire remaining balance on his bill, because as explained above, it was an arrearage owed by Mr. Scott, and it was his own failure to make timely payments that caused it to become due all at once. To account for the unpaid \*\*\*\$[REDACTED]\*\*\* budget bill portion of the prior bill when budget billing had been in effect, the bill included a prior balance of \*\*\*\$[REDACTED]\*\*\*. The bill also included late pay charges totaling \*\*\*\$[REDACTED]\*\*\*, for a total amount due of \*\*\*\$[REDACTED]\*\*\*, due June 4, 2018.<sup>133</sup>

In handwritten notes on an account activity statement attached to the *Complaint*, Mr. Scott alleges that his April bill should not have included a \*\*\*\$[REDACTED]\*\*\* charge for budget billing, nor should his May bill have included a \*\*\*\$[REDACTED]\*\*\* budget bill settlement amount, because, “budget billing was cancelled 30 days or more prior to this [April] billing [and that as a result] Budget billing has overbilled by \*\*\*\$[REDACTED]\*\*\*”.<sup>134</sup> As detailed above, however, the Company’s and Staff’s evidence prove that Mr. Scott did not cancel budget billing any time before April 18, 2018, such that the Company appropriately budget billed him \*\*\*\$[REDACTED]\*\*\* in April. The \*\*\*\$[REDACTED]\*\*\* May budget bill settlement amount was not an overcharge or inappropriate budget billing by the Company, either. As explained above, \*\*\*\$[REDACTED]\*\*\* of that amount was actual charges for service for the billing period, and \*\*\*\$[REDACTED]\*\*\* of that amount

---

<sup>132</sup> Ex. 103C, p. 3.

<sup>133</sup> Id.

<sup>134</sup> *Complaint*.

reflected charges for service that had been provided to him, but deferred while he was on budget billing. It was appropriate under the budget billing tariff to add this budget balance behind amount to this next bill which followed cancellation of budget billing, to settle up.

The Company did not receive any payment from Mr. Scott by the June 4, 2018 due date. The Company issued a disconnection notice to Mr. Scott on June 7, 2018, advising that unless \*\*\*\$[REDACTED]\*\*\* was paid on or before June 19, 2018, his service would be disconnected.<sup>135</sup>

It was Mr. Scott's own default on the CWR PAG, and his failure to pay the resulting \*\*\*\$[REDACTED]\*\*\* that became due June 4, 2018, that caused Mr. Scott to face disconnection for nonpayment, not any overcharge or inappropriate budget billing by the Company.

### **5. Account History from Filing of Complaint Through Cancellation of Second Disconnection Notice Issued After Complaint (June and July 2018)**

On June 12, 2018, the Company sent Mr. Scott a monthly bill for service to 3725. It noted his account had a past due amount and may be subject to disconnection. It included current charges of \*\*\*\$[REDACTED]\*\*\*, a prior balance of \*\*\*\$[REDACTED]\*\*\* and late pay charges totaling \*\*\*\$[REDACTED]\*\*\*, for a total of \*\*\*\$[REDACTED]\*\*\* due July 3, 2018.<sup>136</sup> On that date, Mr. Scott also filed his *Complaint*.<sup>137</sup> On June 12, 2018, the Company removed his account from collections in order to determine the amount in dispute in the *Complaint* that should be suspended from collection during the pendency of the *Complaint*.<sup>138</sup>

Mr. Scott failed to pay any part of the \*\*\*\$[REDACTED]\*\*\* due by the July 3, 2018 due date.<sup>139</sup> As a result, the Company issued a disconnection notice to Mr. Scott on July 9, 2018, advising that unless he paid that amount on or before July 19, 2018, his service would be disconnected for nonpayment.<sup>140</sup> Due to an oversight, the amount in dispute had not been suspended from collections prior to that date, such that the amount stated in the disconnection notice accidentally included the amount in dispute.<sup>141</sup> This action violated 4 CSR 240-13.050(6) to the extent that it prohibits a utility from issuing a notice of discontinuance of service, "as to

---

<sup>135</sup> Ex. 110C; see also Tr. p. 170, l. 18-p. 171, l. 17.

<sup>136</sup> Ex. 115C, p. 5.

<sup>137</sup> *Complaint*, para. 5.

<sup>138</sup> Ex. 105C, entry dated 2018-06-12; Ex. 113C entry dated 6/13/18 removed from collections.

<sup>139</sup> Tr., p. 175, l. 15-p. 176, l. 10.

<sup>140</sup> Ex. 111C; see also Tr. p. 176 l. 14-p. 177, l. 22.

<sup>141</sup> Tr. p. 178, l. 4-17.

that portion of a bill which is determined to be an amount...that is currently the subject of a...complaint before the commission.” On July 12, 2018, Mr. Scott sent a copy of the disconnection notice to the regulatory law judge, and it was then included in a *Notice of Extra Record Communication* issued in the Complaint case on July 13, 2018.<sup>142</sup> When that *Notice* alerted the Company to its error, a Company employee immediately suspended the \*\*\*\$[REDACTED]\*\*\* from collections and cancelled the disconnection notice, to remove Mr. Scott’s account from threat of disconnection.<sup>143</sup> This action was in accordance with 4 CSR 240-13.050(6), which anticipates such inadvertent notices and instructs a utility that has issued one to, “take necessary steps to withdraw or cancel th[e] notice.”

The Company did not overcharge Mr. Scott by continuing to include the amount in dispute in Mr. Scott’s *bills*, given that the issue of whether he owes that amount or not has not yet been resolved. The Company admits, however, that it erred in attempting to collect the amount placed in dispute by Mr. Scott by including it in the total amount stated in its July 9, 2018 disconnection notice to be paid in order to avoid disconnection. However, as required under the Commission’s Rules, immediately after being made aware of its error, the Company took corrective measures to cancel the disconnection notice.

#### **6. Account History from Cancelled Disconnection Notice Through Third Disconnection Notice and Disconnection for Nonpayment (July and August 2018)**

On July 12, 2018, the Company sent Mr. Scott a monthly bill for service to 3725. It again noted his account had a past due amount and may be subject to disconnection. It included current charges of \*\*\*\$[REDACTED]\*\*\*, a prior balance of \*\*\*\$[REDACTED]\*\*\* and late pay charges totaling \*\*\*\$[REDACTED]\*\*\*, for a total of \*\*\*\$[REDACTED]\*\*\* due August 2, 2018.<sup>144</sup>

Mr. Scott alleged that around this time, the Company blocked a pledge an assistance agency attempted to make on his account, gave the agency false information, and refused the agency’s offer of payment, such that his account was terminated for nonpayment and he was forced to pay a greater amount to have service restored than would have been required to prevent a disconnection.<sup>145</sup> The allegation that he was forced to pay a greater amount implies that he was

---

<sup>142</sup> Tr. p. 177, l. 18-p. 177, l. 17; *Notice of Extra Record Communication* (July 13, 2018) EFIS Item 9.

<sup>143</sup> Id. p. 178, l. 18-p. 179, l. 9; Ex. 113C, entries dated July 13, 2018.

<sup>144</sup> Ex. 115C, p. 7.

<sup>145</sup> *Complainant’s Response*, see “Cause #4”, p. 2.

overcharged. Mr. Scott failed to present any evidence whatsoever regarding these allegations at hearing. Nevertheless, the Company's evidence, a Commission Rule and a Company tariff disprove Mr. Scott's allegations. As the Company's records show, on July 31<sup>st</sup>, an energy assistance agency made an *inquiry* about the status of Mr. Scott's account through the Company's energy assistance online portal.<sup>146</sup> Through an online "portal inquiry," an agency can find out whether an account is in collections or not in collections, the total balance, the past due balance and whether an account is in threat of disconnection.<sup>147</sup> A portal inquiry by an agency does not indicate that an actual pledge has been made by an agency—only that it had questions about the status of the account.<sup>148</sup> When the agency made the July 31, 2018 inquiry, it would have learned that Mr. Scott's account was not in threat of disconnection, because the July 9, 2018 disconnection notice had been cancelled.<sup>149</sup>

Mr. Scott failed to pay any part of the \*\*\*\$[REDACTED]\*\*\* due by the August 2, 2018 due date, and that caused a new disconnection notice to be issued on August 7, 2018.<sup>150</sup> Because the \*\*\*\$[REDACTED]\*\*\* had been suspended from collections, the August 7, 2018 notice properly did not include that amount, and rather, advised that unless Mr. Scott paid \*\*\*\$[REDACTED]\*\*\* (\*\*\*\$[REDACTED]\*\*\* balance less \*\*\*\$[REDACTED]\*\*\* in dispute and suspended from collections) on or before August 17, 2018, his service would be disconnected for nonpayment.<sup>151</sup>

On August 10, 2018, the Company sent Mr. Scott a monthly bill for service to 3725. It included current charges of \*\*\*\$[REDACTED]\*\*\*, the prior balance of \*\*\*\$[REDACTED]\*\*\* and late pay charges totaling \*\*\*\$[REDACTED]\*\*\*.<sup>152</sup>

In accordance with 4 CSR240-13.050(8), on August 16, 2018, the Company followed up the written disconnection notice with two outbound collection calls to Mr. Scott advising him again of the pending disconnection and the requirement that he pay \*\*\*\$[REDACTED]\*\*\* to avoid disconnection.<sup>153</sup> Mr. Scott did not make any payment, and his service was disconnected on

---

<sup>146</sup> Ex. 105C, entry dated 2018-07-31.

<sup>147</sup> Tr. p. 183, l. 7-15.

<sup>148</sup> Id. l. 16-23.

<sup>149</sup> Id., l. 183, l. 24-p. 184, l. 8.

<sup>150</sup> Tr. p. 184, l. 9-25.

<sup>151</sup> Ex. 105C, entry dated 2018-08-07 and Ex. 113C, entries dated 08/07/18.

<sup>152</sup> Ex. 103C, p. 7. As Ms. Krcmar explained at hearing, the bill reflected all amounts the Company believed were due, including the amount in dispute, because the *Complaint* had not yet been adjudicated, but \*\*\*\$[REDACTED]\*\*\* had in fact been suspended from any *collection activity* due to the pendency of the *Complaint*.

<sup>153</sup> Ex. 105C, entry dated 2018-08-17, one call at 8:50:44 and one call at 11:51:02.

August 22, 2018 at approximately 12:27 p.m.<sup>154</sup> A few hours after his service was disconnected, an energy assistance agency made a portal inquiry, and then made two pledges of energy assistance funds toward Mr. Scott's bill: one for \*\*\*\$[REDACTED]\*\*\* in ECIP funds and one for \*\*\*\$[REDACTED]\*\*\* in MO HUSTL funds.<sup>155</sup> The \*\*\*\$[REDACTED]\*\*\* pledged was sufficient to cover the \*\*\*\$[REDACTED]\*\*\* arrearage for which Mr. Scott's service was disconnected, as well as a \*\*\*\$[REDACTED]\*\*\* reconnection charge that must be paid up front before services are reconnected. As a result, an order was issued at 3:33 p.m. to cut in, or reconnect, Mr. Scott's service, and service was reconnected at 4:26 p.m.<sup>156</sup> The \*\*\*\$[REDACTED]\*\*\* reconnection fee was not an overcharge, because Mr. Scott's service was disconnected for nonpayment, the Commission's Discontinuance of Service Rule permits utilities to charge a reasonable fee for restoration of service, and the Company's Commission-approved tariff specifically permits it to charge a reconnection fee of that amount.<sup>157</sup>

#### **7. Account History Through Reconnection of Service and Subsequent Bill (September 2018)**

On September 11, 2018, the Company sent Mr. Scott a bill for service to 3725. Mr. Scott asserted that on this bill the Company charged him \*\*\*\$[REDACTED]\*\*\* for no reason, and another \*\*\*\$[REDACTED]\*\*\* in unexplained charges, and failed to reflect a payment and a pledge<sup>158</sup> These allegations imply that the Company overcharged Mr. Scott.

Mr. Scott failed to offer any evidence of these allegations. Contrary to Mr. Scott's assertions, his first bill issued following reconnection of his service did not include either of the alleged charges.<sup>159</sup> The bill did note, contrary to Mr. Scott's assertions, that an energy grant of \*\*\*\$[REDACTED]\*\* and a payment of \*\*\*\$[REDACTED]\*\* had been received, and that an energy grant of \*\*\*\$[REDACTED]\*\*\* was still pending.<sup>160</sup> Because the reconnection fee had been charged prior to this bill, the bill also reflected the \*\*\*\$[REDACTED]\*\*\* reconnection charge, but also reflected a credit of an

---

<sup>154</sup> Ex. 105C, entry dated 2018-08-22.

<sup>155</sup> Id., entries dated 2018-08-22.

<sup>156</sup> Id.

<sup>157</sup> 4 CSR 240-13.050(12): "...The utility may charge the customer a reasonable fee for restoration of service, if permitted in the utility's approved tariffs."; Union Electric Company Electric Service Tariff Sheet No. 63, ¶. The Company neglected to offer this tariff into evidence at hearing, and asks that the Commission take judicial notice of it.

<sup>158</sup> *Complainant's Response*, see "Cause #5" and "Cause #6" and "Cause #7. Ex. 103C, p. 11 demonstrates that neither of these allegations is true.

<sup>159</sup> Ex. 103C, p. 11.

<sup>160</sup> Id.

equal amount (in other words, of the \*\*\*\$[REDACTED]\*\*\* received, \*\*\*\$[REDACTED]\*\*\* was applied to this charge).

Because energy assistance had been received, Mr. Scott's account was automatically set up for budget billing.<sup>161</sup> As a result, the bill appropriately included a budget bill amount of \*\*\*\$[REDACTED]\*\*\*. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so the bill also noted that *after* paying this bill, Mr. Scott's budget billing balance would be ahead \*\*\*\$[REDACTED]\*\*\*. The bill also included his prior balance of \*\*\*\$[REDACTED]\*\*\* (\*\*\*\$[REDACTED]\*\*\* prior balance less the remaining \*\*\*\$[REDACTED]\*\*\* received), \*\*\*\$[REDACTED]\*\*\* in taxes on the reconnection fee and \*\*\*\$[REDACTED]\*\*\* in late fees, for a total amount due of \*\*\*\$[REDACTED]\*\*\* due October 10, 2018.<sup>162</sup>

#### **8. Account History from Receipt of Second Energy Assistance Grant Through Hearing (September 2018 through January 2019)**

The \*\*\*\$[REDACTED]\*\*\* energy assistance grant was received on September 26, 2018, bringing the prior balance down to \*\*\*\$[REDACTED]\*\*\*.<sup>163</sup> The Company did not receive any payment from Mr. Scott by the September 11, 2018 bill's October 10, 2018 due date. On October 10, 2018, the Company sent Mr. Scott a bill for service to 3725. It noted that the \*\*\*\$[REDACTED]\*\*\* had been received. The bill included the budget bill amount of \*\*\*\$[REDACTED]\*\*\*. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so the bill also noted that *after* paying this bill, Mr. Scott's budget billing balance would be ahead \*\*\*\$[REDACTED]\*\*\*. The bill also included his prior balance of \*\*\*\$[REDACTED]\*\*\* (\*\*\*\$[REDACTED]\*\*\* prior balance less the \*\*\*\$[REDACTED]\*\*\* received), and \*\*\*\$[REDACTED]\*\*\* in late fees, for a total amount due of \*\*\*\$[REDACTED]\*\*\* due October 31, 2018.<sup>164</sup>

Mr. Scott did not make any payment on the bill by its due date, and as a result, a disconnect notice was issued on November 5, 2018.<sup>165</sup> At hearing, Mr. Scott testified that when a customer is not using the amount of service for which he is budget billed, if he doesn't pay the budget bill amount, his bill will continue to go up and cause a disconnection, implying that the customer could be disconnected for nonpayment of a bill for service he hasn't used.<sup>166</sup> That testimony also implies a customer may be overcharged, in the sense that the Company would be demanding payment for and threatening a customer with disconnection for nonpayment of

---

<sup>161</sup> Tr. p. 121m k, 23-p. 123, l. 9.

<sup>162</sup> Ex. 103C, p. 11.

<sup>163</sup> Ex. 115C; Ex. 103C, p. 11; Tr. p. 192, l. 16-p. 195, l.2.

<sup>164</sup> Ex. 103C, p. 13.

<sup>165</sup> Ex. 115C; Ex. 113C, entry dated November 5, 2018; Ex. 105C, entry dated 2018-11-05.

<sup>166</sup> Tr. p. 70, l. 22-p. 71, l. 4.

charges for service he has not used. The November disconnection notice proves this is not so. Despite Mr. Scott's balance, which included budget bill amounts, having reached \*\*\*\$[REDACTED]\*\*\*, the disconnection notice was issued in the amount of \*\*\*\$[REDACTED]\*\*\*.<sup>167</sup> The disconnect notice amount did not include any budget bill ahead amounts that Mr. Scott had been billed for, but rather, only included actual service charges in arrears.<sup>168</sup> Nor did it include the \*\*\*\$[REDACTED]\*\*\* in dispute, which remained suspended from collections.<sup>169</sup> As a result, the Company did not overcharge Mr. Scott via the disconnection notice.

On November 8, 2018, the Company sent Mr. Scott a bill for service to 3725. It noted that he had a past due balance of \*\*\*\$[REDACTED]\*\*\*. The bill included the budget bill amount of \*\*\*\$[REDACTED]\*\*\*. His actual charges were \*\*\*\$[REDACTED]\*\*\*, so the bill also noted that *after* paying this bill, Mr. Scott's budget billing balance would be ahead \*\*\*\$[REDACTED]\*\*\*. The bill also included his prior balance of \*\*\*\$[REDACTED]\*\*\* and \*\*\*\$[REDACTED]\*\*\* in late fees, for a total amount due of \*\*\*\$[REDACTED]\*\*\*, due December 3, 2018.

Mr. Scott spoke to Ms. Krcmar on November 19, 2018. He asked to be taken off budget billing effective immediately, as opposed to settling up on his next regular bill. While a Company advisor does not have the authorization to take that action, Ms. Krcmar does, so she agreed to do so.<sup>170</sup> She explained that as a result, Mr. Scott would receive a brand new November bill, identified as a corrected bill, with a new due date. The corrected bill would reflect that the budget bill ahead amount would be credited to his account.<sup>171</sup> The corrected bill was sent to Mr. Scott on November 20, 2018.<sup>172</sup> It noted a November 16, 2018, payment of \*\*\*\$[REDACTED]\*\*\*, which reduced the \*\*\*\$[REDACTED]\*\*\* prior balance from his October 10, 2018 bill to \*\*\*\$[REDACTED]\*\*\*. It reflected current charges of \*\*\*\$[REDACTED]\*\*\*. His budget bill ahead amount as of his October bill was \*\*\*\$[REDACTED]\*\*\*, so this corrected bill reflected an adjustment (credit) of \*\*\*\$-[REDACTED]\*\*\*, which was netted against the current charges, resulting in a budget bill settlement (net credit) of \*\*\*-\$[REDACTED]\*\*\*. The corrected bill included the \*\*\*\$[REDACTED]\*\*\* prior

---

<sup>167</sup> Ex. 115C; Ex. 113C, entry dated November 5, 2018; Ex. 105C, entry dated 2018-11-05.

<sup>168</sup> Tr., p. 201, l. 3-16; Ex. 105C, entries dated 2018-11-19.

<sup>169</sup> Ex. 113C, see entry dated 09/12/18. That the disconnection notice amount did not include budget billing ahead amounts or the suspended amount in dispute can be verified by *subtracting* from the total amount due on October 31, 2018, \*\*\*\$[REDACTED]\*\*\*, the suspended amount \*\*\*\$[REDACTED]\*\*\*, and the budget bill amounts for September, \*\*\*\$[REDACTED]\*\*\*, and October, \*\*\*\$[REDACTED]\*\*\*, and *adding* the actual charges for September, \*\*\*\$[REDACTED]\*\*\*, and October, \*\*\*\$[REDACTED]\*\*\*.

<sup>170</sup> Tr. p. 198, l. 15-p. 199, l. 16.

<sup>171</sup> Id.

<sup>172</sup> Ex. 103C, p. 17.



balance, and late fees totaling \*\*\*\$[REDACTED]\*\*\*, which net of the remaining credit resulted in a total amount due of \*\*\*\$[REDACTED]\*\*\*, due December 12, 2018.<sup>173</sup> Because Mr. Scott received a credit in the amount by which his payments of budget bill amounts exceeded his charges, Mr. Scott was not overcharged, and was appropriately budget billed.

On December 11, 2018, the Company sent Mr. Scott a bill for service to 3725. It included current charges of \*\*\*\$[REDACTED]\*\*\* and a prior balance of \*\*\*\$[REDACTED]\*\*\* for a total amount due of \*\*\*\$[REDACTED]\*\*\*, due January 4, 2019.<sup>174</sup> A payment of \*\*\*\$[REDACTED]\*\*\* was received on January 3, 2019, reducing the total amount due to \*\*\*\$[REDACTED]\*\*\*, due January 4, 2019. Of the amount due, \*\*\*\$[REDACTED]\*\*\* remains suspended from collections during the pendency of this Complaint. Late pay charges of \*\*\*\$[REDACTED]\*\*\* were added on January 9, 2019.<sup>175</sup>

**D. Should the Company be compelled to produce the documents Mr. Scott has requested?**

On January 7, 2019, two weeks after the discovery deadline and just eleven days before the evidentiary hearing,<sup>176</sup> Mr. Scott filed his *Supplemental Complaint and Plaintiff's Motion for Discovery*, directing the Company to provide certain information and documentation.<sup>177</sup> The Company promptly responded, objecting to the untimely discovery, objecting to a request seeking “any all information” as overly broad and unduly burdensome, objecting to a request for certain meter readings as irrelevant to the period in dispute, and objecting to a demand that “ledger postings of debits and credits” be filed with the Commission.<sup>178</sup> Subject to and without waiving its objections, the Company provided Complainant with copies of his bills, which included meter readings, as well as an account activity statement for the account specified.<sup>179</sup>

Nonetheless, at hearing, Mr. Scott moved the regulatory law judge to compel the Company to respond to the discovery.<sup>180</sup> Mr. Scott's motion should be denied, because his discovery requests were untimely, because request #1 was overly broad and unduly burdensome, because request #3 was objectionable to the extent it demanded that the Company serve its

---

<sup>173</sup> Id.; Tr. p. 201 l. 17-p. 203, l. 18.

<sup>174</sup> Ex. 103C, p. 19.

<sup>175</sup> Ex. 115C.

<sup>176</sup> *Order Establishing Procedural Schedule and Other Procedural Requirements* (November 19, 2018), EFIS Item 21.

<sup>177</sup> EFIS Item 25.

<sup>178</sup> Ex. 116C.

<sup>179</sup> Tr. p. 100, l. 14-p. 104, l. 11.

<sup>180</sup> Tr. p. 94, l. 25-p. 95, l. 13.

responses on the Commission, and because the Company nonetheless provided Mr. Scott information<sup>181</sup> that enabled him to prepare for and present evidence at the evidentiary hearing.

## **II. Conclusion**

The Commission should deny Mr. Scott's motion to compel his untimely and objectionable discovery. Because Mr. Scott has failed to prove by a preponderance of the evidence that the Company overcharged him or did not appropriately budget bill him, the Commission should enter an order denying the *Complaint* on the merits.

SMITH LEWIS, LLP

/s/ Sarah E. Giboney

Sarah E. Giboney, #50299  
111 South Ninth Street, Suite 200  
P.O. Box 918  
Columbia, MO 65205-0918  
(573) 443-3141  
(573) 442-6686 (Facsimile)  
[giboney@smithlewis.com](mailto:giboney@smithlewis.com)

/s/ Paula N. Johnson

Paula N. Johnson, #68963  
Senior Corporate Counsel  
1901 Chouteau Avenue, MC 1310  
P.O. Box 66149  
St. Louis, MO 63166-6149 (314) 554-3533  
(phone) (314) 554-4014 (facsimile)  
[amerenmoservice@ameren.com](mailto:amerenmoservice@ameren.com)

Attorneys for Union Electric Company d/b/a  
Ameren Missouri

---

<sup>181</sup> Tr. p. 46, l. 6-7: "...they sent me a photocopy of every single month's bill." See also, p. 54, l. 7-11: "These documents that I have were recently received within the last, I believe, the last week...they then sent me a copy of each moth[.]"

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Ameren Missouri's Post-Hearing Brief was served on the following parties via e-mail this 15<sup>th</sup> day of February, 2019.

Missouri Public Service Commission  
Lexi Klaus  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
[staffcounsel@psc.mo.gov](mailto:staffcounsel@psc.mo.gov)  
[Lexi.klaus@psc.mo.gov](mailto:Lexi.klaus@psc.mo.gov)

Office Of Public Counsel  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)

Claude A. Scott  
3725 Geraldine Ave.  
St. Ann, MO 63074  
[claudel7scott@gmail.com](mailto:claudel7scott@gmail.com)

/s/ Sarah E. Giboney\_\_\_\_\_