

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

| | | |
|------------------------------------|---|-----------------------|
| Rhonda Wesley, |) | |
| |) | |
| Complainant, |) | |
| |) | |
| v. |) | Case No. EC-2005-0245 |
| |) | |
| Kansas City Power & Light Company, |) | |
| |) | |
| Respondent. |) | |

**MOTION TO DISMISS, OR ALTERNATIVELY,
ANSWER OF KANSAS CITY POWER & LIGHT COMPANY**

COMES NOW Kansas City Power & Light Company ("KCPL"), by and through its attorney, and makes the following motion to dismiss, or alternatively, answer to the above-captioned Complaint.

INTRODUCTION

The following introduction presents an overview of the facts giving rise to this Complaint, as well as providing a response to the factual allegations set forth in the Complaint.

A. Grounds For Disconnecting Electric Service at 5120 Garfield

KCPL provided electric service to a premises at 5120 Garfield, Kansas City, Missouri, from March 4, 2004 until November 1, 2004. During that period, the account for 5120 Garfield was in the name of Rhonda Wesley ("Complainant"). The present controversy arose when Complainant contacted KCPL on April 26, 2004 to explain that she had not received her most recent statement for electric service and to provide a post office box address for future mailings. In the process of implementing Complainant's request, KCPL discovered that the social security number provided by Complainant for that account was not hers. KCPL also came to believe that

Mr. James Williams, a previous KCPL customer at 5120 Garfield, was still residing at the premises. KCPL made several attempts to contact Complainant to verify her identity and confirm to whom KCPL was providing service. Complainant was unresponsive and uncooperative. Consequently, KCPL concluded that there was a misrepresentation of identification concerning electric service at 5120 Garfield. KCPL began taking steps to rectify the misrepresentation and confirm the identities of the customers being served at the premises.

B. Notice of Discontinuance

Pursuant to the notice requirement set forth in 4 CSR 240-13.050(5), KCPL included a disconnection notice in Complainant's July 12, 2004 billing statement. Complainant did not contact KCPL to discuss the matter.

Pursuant to the notice requirement set forth in 4 CSR 240-13.050(7), on September 14, 2004, a KCPL representative posted a doorhanger notice at 5120 Garfield, a copy of which is attached as Exhibit A. The doorhanger stated that KCPL needed additional information to "insure that we have received accurate billing information for the electric account at this address." Specifically, the doorhanger requested the following information for all adult residents at 5120 Garfield: (i) photo identification; (ii) rental or ownership documents; and (iii) proof of prior address. The doorhanger explained that it was extremely important that Complainant contact KCPL and provided a telephone number for doing so. The doorhanger provided notice that KCPL would disconnect electric service if Complainant failed to respond to the request for information prior to September 17, 2004. Complainant did not provide KCPL the information it requested in the notice, nor did Complainant contact KCPL to discuss the matter.

KCPL had left a substantively identical doorhanger at 5120 Garfield on June 9, 2004, but cancelled that disconnection to give Complainant additional time to comply with KCPL's requests. Complainant did not respond to the June 9 notice.

C. Disconnection of Electric Service at 5120 Garfield

On September 20, 2004, KCPL disconnected Complainant's electric service for failure to provide information necessary to rectify the apparent misrepresentation of identity. Pursuant to 4 CSR 240-13.050(8), the KCPL representative who disconnected Complainant's electric service left a "Cut-Off Notice" at the premises. A copy of the Cut-Off Notice is attached as Exhibit B. The notice explained that electric service had been disconnected due to Complainant's failure to respond to KCPL's repeated requests for information concerning the identity of customers KCPL served at 5120 Garfield. The notice requested that Complainant contact KCPL and provided a telephone number for that purpose.

Later the same day, Complainant contacted KCPL. A KCPL representative advised Complainant as to why her electric service had been disconnected and informed her that she would need to provide a copy of her lease, picture identification and a social security card before electric service could be reinstated. Complainant faxed information to KCPL that purportedly satisfied KCPL's request for information. However, the identification documents Complainant sent were illegible and her lease agreement appeared to have been altered. A copy of Complainant's transmission to KCPL is attached as Exhibit C. On September 21, 2004, Complainant contacted KCPL about the information she provided. KCPL informed her of the previously-described deficiencies concerning those materials.

D. Complainant's Informal Complaint to the Commission Concerning the Same Issues as the Present Complaint

On September 22, 2004, Complainant submitted by telephone an informal complaint to the Public Service Commission of the State of Missouri ("Commission") (Complaint No. C200502812). A copy of the Commission's Consumer Complaint-Inquiry Sheet summarizing the informal complaint is attached as Exhibit D. Complainant stated that KCPL had disconnected her electric service for failure to provide information necessary to confirm her identity. She complained that she had been a customer of KCPL since March of 2004 and had never previously been asked to provide such information. Complainant also claimed that she never received notice of KCPL's intent to disconnect her service. However, on page 1 of the Complaint she states that she discovered the doorhanger notice of impending disconnection on September 16, 2004—four days prior to the disconnection of her electric service. That statement is consistent with Complainant's Emergency Petition before the Circuit Court of Jackson County (described more thoroughly below), in which she also stated that she discovered the doorhanger notice of imminent disconnection of service on September 16, 2004. Finally, Complainant claimed that she provided KCPL with the information it requested on September 20, 2004, but that KCPL nonetheless failed to reinstate her electric service.

The Commission's representative, Beverly Faulkner, explained to Complainant that the information she sent to KCPL was illegible. Ms. Faulkner requested that Complainant fax the information to the Commission for Ms. Faulkner's review. Upon receipt of the materials, Ms. Faulkner concurred with KCPL that the identification documents were illegible and that the lease agreement appeared to have been altered. On page 4 of the Complaint, Complainant asserts that the alterations to the lease agreement referred to by Commission Staff and KCPL "are handwritten notes made to complainant's lease upon consideration." Similarly, in Complainant's

Petition to the Circuit Court, she argued that the alterations to her lease “are hand-written notes and modifications made to the relator’s lease upon its’ [sic] consideration.” Ms. Faulkner subsequently informed KCPL that she spoke with Complainant’s landlord, Terrence Brown. He stated that he had not altered the lease; that Complainant had unilaterally altered it. Mr. Brown also explained that Complainant’s lease was no longer being honored and that he had given Complainant thirty days to vacate the premises. It is KCPL’s understanding that Complainant no longer resides at 5120 Garfield.

Ultimately, Ms. Faulkner concluded that the altered lease did not satisfy KCPL’s legitimate request for information and that the Commission would not compel KCPL to reinstate Complainant’s electric service under these circumstances.

E. Complainant’s Petition Before the Jackson County Circuit Court Concerning the Same Issues as the Present Complaint

Following the Commission Staff’s conclusion that Complainant’s allegations did not warrant redress, on September 30, 2004, Complainant submitted an “Emergency Petition for Preliminary Writ of Mandamus and Emergency Request for Ex Parte Hearing” to the Circuit Court of Jackson County, Missouri, Associate Circuit Division at Kansas City (“Petition”), a copy of which is attached as Exhibit E. The Petition concerned the same claims and allegations as her present Complaint before the Commission. Complainant requested that the Court compel KCPL to reinstate her electric service.

On September 30, 2004, Judge Christine T. Sill-Rogers issued an order for immediate hearing on October 4, 2004, before the Honorable Margaret L. Sauer. On October 4, 2004, counsel for KCPL and Complainant, who is an attorney and represented herself in the matter, appeared before Judge Sauer. Following a hearing on the merits of Complainant’s Petition, Judge Sauer granted KCPL’s motion to dismiss Complainant’s Petition. Moreover, Judge Sauer

dismissed the Petition at Complainant's cost. A copy of Judge Sauer's disposition of the proceeding is attached as Exhibit F.

F. Present Formal Complaint Proceeding Before the Commission

Being unsatisfied with the Commission Staff's disposition of her informal complaint and the Circuit Court's dismissal of her Petition, on January 27, 2005, Complainant submitted a formal complaint to the Commission, initiating the instant proceeding. In her Complaint, Complainant reiterates the same claims and allegations as she brought forth in her informal complaint to the Commission Staff and her Petition to the Circuit Court. Her Complaint in this proceeding is not substantively different, with the exception of a new request that the Commission require KCPL to make publicly available a document describing the respective rights and privileges of KCPL and its customers. The Commission noticed the Complaint on January 28, 2005, establishing February 27, 2005 as the due date for KCPL's answer. Because February 27, 2005 is a Sunday, pursuant to the Commission's regulations, KCPL's answer is due Monday, February 28, 2005.

MOTION TO DISMISS

Pursuant to 4 CSR 240-2.070(6), KCPL respectfully requests that the Commission dismiss the Complaint for failure to state a claim on which relief may be granted. Assuming *arguendo* that all of the claims and allegations in the Complaint are true, Complainant is not entitled to the relief she requests. Even assuming that Complainant's claims are accurate; KCPL was authorized under the Commission's regulations and the provisions of KCPL's tariff to disconnect Complainant's electric service. Moreover, KCPL was similarly authorized not to reinstate Complainant's service until she provided the information necessary to confirm to whom KCPL was providing service at 5120 Garfield.

In sum, Complainant fails to state a claim on which relief may be granted because KCPL's actions concerning Complainant, even as described by Complainant, were entirely justified and appropriate under the Commission's regulations and the provisions of KCPL's tariff. Consequently, KCPL respectfully requests that the Commission dismiss the Complaint.

ANSWER TO COMPLAINT

In the event that the Commission denies KCPL's motion to dismiss the Complaint, KCPL offers the following answer thereto:

1. Except as admitted herein, KCPL denies each and every allegation, averment and statement in the Complaint and the attachments thereto.
2. KCPL admits that it maintained an account for electric service at 5120 Garfield in Complainant's name from March 4, 2004 until November 1, 2004.
3. KCPL admits that it repeatedly contacted Complainant after KCPL's discovery that the name on the account for electric service at 5120 Garfield, *i.e.*, that of Complainant, did not match the social security number Complainant provided for that account.
4. KCPL further admits that it consequently concluded that there was a misrepresentation of identification concerning electric service at 5120 Garfield and began taking steps to confirm the identities of the customers being served at that address.
5. KCPL admits including a disconnection notice in Complainant's July 12, 2004 billing statement.
6. KCPL admits leaving doorhanger a notice concerning the disconnection of Complainant's electric service on September 14, 2004, explaining that Complainant's electric service would be disconnected unless she provided (i) photo identification; (ii) rental or ownership documents; and (iii) proof of prior address.

7. KCPL admits disconnecting Complainant's electric service on September 20, 2004 and leaving a doorhanger cut-off notice, explaining that electric service had been disconnected due to Complainant's failure to respond to KCPL's repeated requests for information.

8. KCPL admits explaining to Complainant that her electric service would not be restored until she provided customer identification information, including (i) a lease agreement; (ii) photo identification; and (iii) a social security card.

9. KCPL admits receiving a fax from Complainant on or about September 20, 2004 containing illegible documents purported by Complainant to confirm her identity and a lease agreement that appeared to have been altered.

10. KCPL admits responding to inquiries by Commission Staff concerning an informal complaint Complainant submitted to the Commission by telephone on September 22, 2004.

11. KCPL admits participating in a hearing on October 4, 2004, before the Honorable Margaret L. Sauer, concerning an Emergency Petition for Preliminary Writ of Mandamus and Emergency Request for Ex Parte Hearing submitted by Complainant in the Circuit Court of Jackson County, Missouri.

12. KCPL adamantly denies ever harassing or seeking to intimidate Complainant. KCPL also strongly denies ever acting with intentional malice concerning Complainant.

13. KCPL admits having on file with the Commission a publicly available, Commission-approved tariff that includes *inter alia*, the respective rights and obligations of KCPL and its customers.

AFFIRMATIVE DEFENSE

1. The Commission's regulations authorized KCPL to disconnect Complainant's electric service. The Commission's regulation 4 CSR 240-13.050(1)(F) expressly provides that a public utility such as KCPL may disconnect electric service if there has been a "misrepresentation of identity in obtaining utility service." As KCPL has indicated above, KCPL had reason to believe that Complainant misrepresented her identity. Consequently, KCPL took reasonable steps to obtain the information necessary to verify to whom it was providing service at 5120 Garfield. Complainant was unresponsive and uncooperative. The Commission's regulations unambiguously authorize KCPL to disconnect a customer's electric service under these circumstances.

2. Moreover, KCPL's decision to disconnect Complainant's electric service is entirely consistent with the terms and conditions of KCPL's Commission-approved tariff. A tariff that has been approved by the Commission becomes Missouri law, and has the same force and effect as a statute enacted by the Missouri legislature. *Bauer v. Southwestern Bell Tel. Co.*, 958 S.W.2d 568, 570 (Mo. App. 1998); *Allstate Transworld Vanlines, Inc. v. Southwestern Bell Tel. Co.*, 937 S.W.2d 314, 317 (Mo. App. 1996). As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 3.13, "The Customer shall at all times observe and perform [her] obligations to the Company under [her] service agreement. The Company shall have the right to disconnect electric service to a Customer ... upon any default by the customer of any provision thereof."

3. The Commission should deny Complainant's request that KCPL be prohibited from disconnecting Complainant's electric service in the future except for default of payment. The Commission's regulation 4 CSR 240-13.050 articulates eight reasons a utility may

disconnect a customer's electric service. Complainant offers no justification for curtailing the options afforded to KCPL by the Commission.

4. KCPL's refusal to reinstate Complainant's electric service until she provided KCPL with the information necessary to verify to whom it was providing service at 5120 Garfield is also consistent with the provisions of KCPL's Commission-approved tariff. As set forth in KCPL's General Rules and Regulations Applying to Electric Service, Rule 3.13, "The Company reserves the right ... to refuse to reconnect electric service to any Customer disconnected hereunder until such default shall have been remedied by the Customer."

5. KCPL complied with the Commission's notice requirements for disconnecting Complainant's electric service at 5120 Garfield. Pursuant to the notice requirement set forth in 4 CSR 240-13.050(5), KCPL included a disconnection notice in Complainant's July 12, 2004 billing statement. Pursuant to the notice requirement set forth in 4 CSR 240-13.050(7), on September 14, 2004, a KCPL representative posted a doorhanger notice of imminent disconnection of service at 5120 Garfield. Lastly, pursuant to 4 CSR 240-13.050(8), the KCPL representative who disconnected Complainant's electric service left a "Cut-Off Notice" at the premises.

6. Therefore, KCPL appropriately disconnected Complainant's electric service. Moreover, it was appropriate for KCPL to refuse to reinstate Complainant's electric service until she provided KCPL the information necessary to confirm to whom it was providing service at 5120 Garfield.

7. KCPL has on file with the Commission a publicly available, Commission-approved tariff that contains the respective rights and obligations of KCPL and its customers.

WHEREFORE, KCPL respectfully requests that the Commission:

1. dismiss the Complaint for failure to state a claim on which relief may be granted, or alternatively;
2. deny each and every claim for relief requested by the Complainant; and
3. provide such other and further relief to KCPL as the Commission may deem just.

Respectfully submitted.

By: 

Paul M. Ling, MO Bar No. 53526

Curtis D. Blanc

1201 Walnut, 20th Floor

Kansas City, MO 64106-2124

Telephone: (816) 556-2899

Facsimile: (816) 556-2787

E-Mail: Paul.Ling@kcpl.com

Counsel for Kansas City Power & Light Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing response was served via first class mail, postage pre-paid, on this 28th day of February, 2005, upon:

Rhonda Wesley
P.O. Box 7796
Kansas City, MO 64128

Dana K. Joyce
P.O. Box 360
200 Madison St., Suite 800
Jefferson City, MO 65102

John B. Coffman
P.O. Box 7800
200 Madison St., Suite 640
Jefferson City, MO 65102

By: 

Paul M. Ling

Counsel for Kansas City Power & Light Company

Exhibit A

September 14, 2004 Doorhanger Notice of Imminent Disconnection

IMPORTANT NOTICE!

ADDRESS 5120 Garfield

To insure that we have received accurate billing 6430 information for the electric account at this address. KCP&L is requiring that you provide us with information for all persons residing within this household.

It is extremely important that you contact the KCP&L Account Investigation Unit at one of the following phone numbers between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday.

-- 816) 654-1445

Be sure to provide the following for all adult residents:

- ☒ PHOTO IDENTIFICATION
- ☒ RENTAL OR OWNERSHIP DOCUMENTS
- ☒ PROOF OF PRIOR ADDRESS

If you fail to respond to this request for information prior to 9-15-04, the electric service will be discontinued.

Kansas City Power & Light
COLLECTION DEPARTMENT

816-654-1450 FAX

If after contacting us, you disagree with the results of our investigation, you have the right to file a complaint with the regulatory commission in your state. In Missouri, call 1-800-392-4211. In Kansas, call 1-800-662-0027.

Information on KCP&L's Cold Weather Program will be provided to you between November 1 and March 31. You may be eligible for a deferred payment plan or special reconnection arrangements during the winter season.

#692-0208
08/02

RELATOR'S EX. 1

Exhibit B

September 20, 2004 Doorhanger Cut-Off Notice

CUT-OFF NOTICE

☐ YOUR SERVICE HAS BEEN SCHEDULED FOR DISCONNECTION ON _____.

☒ YOUR SERVICE HAS BEEN DISCONNECTED.
DATE 9-20-04 INITIALS RPT

FOR THE FOLLOWING REASON(S):

- ☐ UNPAID BILL OR DEPOSIT
- ☐ CHECK RETURNED BY YOUR BANK
- ☐ CASH OR MONEY ORDER REQUIRED
- ☒ NO RESPONSE TO REQUEST FOR INFORMATION

☐ OTHER Call 654-1445

For ID, please contact at previous address 1-

ACCOUNT # 3364621323 654-1445

CUT-OFF AMOUNT _____ PLUS RECONNECT CHARGES 25.00

ADDITIONAL CHARGES _____
(PLUS ANY TAXES APPLICABLE TO SERVICE CHARGES)

NAME Wesley, Rhonda

ADDRESS 5120 Garfield 64130

KANSAS CITY POWER & LIGHT
P.O. BOX 418679
KANSAS CITY, MO 64141-9679



Kansas City
Power & Light

SEE BACK SIDE FOR RECONNECTION PROCEDURES

Dorothy McCauley

RELATOR'S EX. 2

Exhibit C

Complainant's September 20, 2004 Facsimile to KCPL



FedEx Kinko's.

Office and Print Center

Fax Cover Sheet

FedEx Kinko's of Kansas City, MO (Plaza) Telephone: 816-960-2030 Fax: 816-960-2031

Date _____

Number of pages 5 (including cover page)

To:

From:

Name

Name

Company

Company

Telephone

Telephone

Fax

Comments

LF310-04
R310-04

RESIDENTIAL LEASE

Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on
between Ivy Crest Properties, Inc.
and Rhonda Wesley

Lessor leases to Lessee the premises situated at 5120 Garfield Ave

in the City of Kansas City
State of Missouri

, County of Jackson
and more particularly described as follows:

herein referred to as Lessor,
herein referred to as Lessee.

together with all appurtenances, for a term of month to month years, to commence on Sept 1st, 2004,
and to end on June 1st month June 1st 2005, at 5:00 o'clock P. m.

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of
four hundred sixty-five Dollars (\$ 465.00) per month
in advance on the 5th day of each calendar month beginning June 1st 2004, at 7447 Holmes Rd #611, City of
Kansas City, State of Missouri 64131, or at such other place as
Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor
N/A Dollars (\$ 0), receipt of which is acknowledged
by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without
interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained,
Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single
family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease
by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than
as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of
appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises,
and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 2
persons, consisting of 2 adults and 0 children under the age of N/A years, without the written
consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and
all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean,
and tenantable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or
sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one
assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment,
subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent
of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this
lease.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

8. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

9. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

10. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that *N/A* shall be provided by Lessor.

12. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon. *with 3 days advance notice*

13. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

14. **Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

15. **Display of Signs.** During the last *45* ^{*30*} days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

16. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

17. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on *45* days' written notice served by either Lessor or Lessee on the other party.

18. **Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

19. **Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and ~~Lessor may re-enter the premises and remove all persons therefrom~~ *Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.*

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. Other Terms:

- ① Rent received after the 5th day of the month shall be regarded as late and a \$25.00 late fee shall be charged.
- ② Rent received before the 1st day of the month shall be regarded as early payment and a \$15 credit will be applied. USPS postmark will determine early payment.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

Marcey A. Brown
Lessor

Ⓜ Rhonda Wesley
Lessee

Tenence K. Brown
Lessor

Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

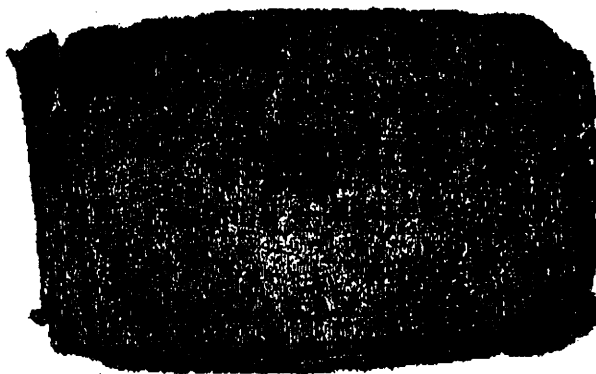


Exhibit D

Missouri Public Service Commission Consumer Complaint Inquiry

Missouri Public Service Commission
Consumer Complaint-Inquiry

Complaint New
Complaint/Inquiry No. C200502812
Mode of Receipt Hot Line
Service Type Residential
Other Service Type N/A
Utility Type Electric
Utility Company Name Kansas City Power & Light Company-Investor(Electric)
Priority Immediate Response Needed
Complaint Issue Rules/Regulations
Complaint Sub Issue Discontinuance of Service-bill
Consumer's Account No. 3364621323
Additional Name N/A

| <u>Account Name</u> | | <u>Reporting Party</u> | |
|---------------------|--------------------|------------------------|----------|
| First Name | Rhonda | First Name | N/A |
| Middle Initial | N/A | Middle Initial | N/A |
| Last Name | Wesley | Last Name | N/A |
| Street Address | 5120 Garfield Ave. | Street Address | N/A |
| Mailing Address | N/A | Mailing Address | N/A |
| City | Kansas City | City | N/A |
| State | Missouri | State | Missouri |
| Zip | 64133 | Zip | N/A |
| County | Jackson | County | N/A |
| Home Phone | 888-888-8888 | Contact Phone | N/A |
| Work Phone | N/A | | |
| Cellular/Pager | 816-729-7971 | | |
| Fax | N/A | | |
| E-Mail | N/A | | |

Preferred Contact Time From 8:00 AM To 5:00 PM **Contact Place** Home

Preferred Contact Method Cellular/Pager

Complaint/Inquiry Description 09-22-04 (Pam) Has been a customer since March 2004/Co. now wants identity information/faxed information 09-20/rep. said they never rec"d them/has fax confirmation it was rec"d/service was disconnected 09-20/never rec"d disconnect notice.

Date Filed 09/22/2004 12:16:15 PM

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Exhibit E

Complainant's Emergency Petition to the Jackson County Circuit Court

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION
AT KANSAS CITY

04 CV 228051

State of Missouri ex rel.
Rhonda Wesley,
Relator

vs.

Kansas City Power & Light Company,
Respondent
Serve Registered Agent at: Jeanie Sell Latz
1201 Walnut, Kansas City, Mo. 64106-2124

) EMERGENCY PETITION
) FOR PRELIMINARY
) WRIT OF
) MANDAMUS AND
) EMERGENCY
) REQUEST FOR
) EX PARTE
) HEARING

23

04 SEP 30 PM 1:54
[Signature]

EMERGENCY PETITION
FOR PRELIMINARY WRIT OF MANDAMUS
AND EMERGENCY REQUEST
FOR EX PARTE HEARING

COMES NOW, the relator, Rhonda Wesley, who hereby submits this Emergency
Petition for Preliminary Writ of Mandamus, and accompanying Suggestions in Support,
thereof, does hereby state:

I. STATEMENT OF FACTS:

- A. The relator is a resident of Jackson County, Missouri, in Kansas City.
- B. The respondent does business and operates as a provider of electrical utility services within Jackson County, Missouri at Kansas City, and is subject to the personal and subject-matter jurisdiction of this court.
- C. This matter is not being adjudicated by another court within this jurisdiction or otherwise.
- D. On the outside grounds of the relator's residence at 5120 Garfield, on September 16, 2004, the relator discovered a doorhanger from the respondent

SCA

denoting that the electrical service to said address would be disconnected if the relator did not provide: (1) proof of prior address; (2) copies of rental and/or ownership documents; and (3) photo identification. The respondent demanded that the privileged information be forwarded before September 17, 2004. (see relator's exhibit 1).

E. On Monday, September 20 at about 1:20p.m., the respondent disconnected the electrical service to the relator's residence and left an accompanying doorhanger that such was disconnected. (see relator's exhibit 2).

F. After repeated tries by telephone from the relator to the respondent on the afternoon of September 20, the relator was contacted by "Kelly", the respondent's agent with no other last name nor employee i.d. given.

G. This agent demanded that the relator fax copies of privileged information in the form of: (1) a lease agreement; (2) a driver's license; and (3) a social security card. This agent insisted that service would not be restored until said material was faxed.

H. The relator queried the right of the respondent to make such demand and informed this agent that the relator's notice for this information was just recently received, that neither notice nor justification for such was sent to the relator, otherwise.

I. The respondent's agent stated that the electrical power would not be reconnected unless said information was provided and faxed.

1. The relator informed said agent that the relator expected the power to be restored soon upon receipt of the material demanded, thereof.

SCA
10/05

- J. At about 5:00p.m., on September 20, the relator faxed readable copies of the requested material to the fax number given by respondent's agent.
- K. On Tuesday, September 20 at about 2:00p.m., the relator contacted the respondent and was informed by such that the relator's faxed material was not received. The relator has verification that such fax transmission was successful.
- L. On Wednesday morning, September 22, the relator contacted by phone the Public Service Commission of Missouri (hereinafter the "commission").
1. That afternoon, an agent from the commission called the relator who would only identify herself as "Beverly". This agent informed the relator that the matter would be handled by her in addressing the respondent. She further stated that the relator's faxed information to the respondent was unreadable, although she made no mention of respondent's September 21 contention that the material was not received. The commission's agent then requests of the relator to fax copies of the material sent to the respondent, to be faxed to her.
- M. On Thursday morning, September 23, the relator faxed via long-distance readable copies of the same information to the commission's agent as requested.
1. That same afternoon, the relator initiated contact with this agent who stated that she concurs with the respondent, in that copies of the

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material faxed were unreadable, and that "alterations" made on the relator's lease agreement make the lease unacceptable.

2. The "alterations" referred to by these agents are hand-written notes and modifications made to the relator's lease upon its' consideration.
3. During this discussion, the commission's agent insisted that the relator then convey her social security number to this agent over the phone.
4. After repeating the comment that the relator's lease is not a legal contract because it has "alterations" and changes on it, the commission's agent then asks for the landlord name and phone number of the relator, of which both were supplied.

N. On Friday morning September 24, the relator attempted phone contact with the commission's agent, but to no avail. That afternoon, the commission's agent left a voicemail on the phone of the relator. This agent stated that she "could not force the respondent to accept the lease", as given. This agent now made issue as to why the lease language refers to the option of two people in said residence. This agent stated that if there is a second person, that person's information must be brought forth, i.e., more personal and privileged information conveyed to both entities. This agent made no further mention as to her earlier contention of September 22 that the relator's faxed documents were unreadable.

O. At this point, the relator decided to end all discussion with both agents, and seek the reason and intelligence of a court's intervention; as neither aforesaid agent possessed either quality.

SCANNED

P. The relator has no outstanding balance owed to the respondent.

1. The relator was prepared to show evidence of that fact, but was estopped from doing so by the respondent.
2. As the respondent fails to offer a business office open to the general public, this omission precludes a customer from attaining a printout of his/her bill.
3. The respondent fails to provide written information to the general public on the rights and responsibilities of the utility and its' customers pursuant to 4 CSR 240-13.040(3). (see exhibit 6, page 1 of 1)
4. These facts preclude the relator from attaining such and presenting it to the court, at this time.

Q. With intentional malice, the respondent discontinued the service of the relator just one day after substantial payment was made by the relator on September 19.

R. The relator has maintained an account with the respondent for several months without incident nor demand for privileged information at the commencement of service or after this time.

II. STATEMENT OF THE RELIEF SOUGHT:

A. The relator seeks relief in that the respondent be mandated, preliminarily, to immediately reconnect the electrical service at 5120 Garfield, and after a trial on the merits if the court so finds, the relator seeks that the respondent be ordered to,

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permanently, keep the relator's electrical service connected so long as the relator's payments are made to the respondent.

- B. The relator further seeks that timely and legal notice of discontinuance is sent to the relator and that all legal requirements for discontinuance are fulfilled and performed accordingly by respondent agents.
- C. The relator seeks that the respondent be ordered to bring forth its' legal justification and procedure to substantiate its' demand for and entitlement to privileged information regarding the relator; and that the respondent substantiate its' right to discontinue the electrical service of the relator based upon such demand.
- D. If the court should find that the respondent did not adhere to authorized law and procedure in attaining this information, the relator seeks that the respondent be enjoined from using any and all parts of said information about the relator for any purpose or intent whatsoever.
- E. The relator seeks that the respondent be ordered not to further any attempts to harass nor intimidate the relator with further threats of discontinuance, non-commence, or transfer of service when utilized.
- F. The relator seeks that the respondent return all original faxed materials, and purge from its' records all privileged information previously demanded thereof. Additionally, the relator seeks a written and confirmed statement from the respondent that such relief has been adhered to, subject to judicial review and penalties accordingly.

SCANNED

- G. The relator seeks to have any and all reconnect charges waived by the respondent for service restored at this residence.
- H. The relator seeks that the respondent offer a utility office open to the general public to make available upon request, written information that tells the rights and responsibilities of the respondent and its' customers pursuant to 4 CSR 240-13.040(3). (see exhibit 6, page 1 of 1).
- I. The relator seeks all damages, costs, court costs, attorney fees, and punitive damages entitled under the law.
- J. The relator seeks that the respondent accurately prorates the charges of the relator during the time of discontinuance until reconnect.

III. STATEMENT OF REASONS WHY THE WRIT SHOULD ISSUE:

- A. The respondent failed to give legal notice of discontinuance to the relator as denoted in the accompanying document, "Suggestions in Support" thereof.
- B. The respondent failed to fulfill its' procedural obligations to make demand upon the relator for privileged information as faxed. As such, the relator is entitled to relief as a matter of law and right.
- C. The relator has no balance due owing to the respondent, and the respondent has a duty to supply electrical service to the relator.
- D. The relator remains displaced from the use and enjoyment of her residence, and has incurred additional loss of property, income, use, waste, and other injuries attendant to the loss of electrical service.
- E. The relator has given the respondent every opportunity to perform the reconnect of electrical services, but the respondent has failed to do so to date.

F. The relator seeks that the court take judicial notice of the half-hearted performance of the commission's agent "Beverly" whose actions were intentionally performed to work against the interests of this consumer.

WHEREFORE, the relator, Rhonda Wesley, requests that a preliminary writ of mandamus be issued commanding the respondent, the Kansas City Power & Light Company, to immediately reconnect the relator's electrical service, and file an answer directed to this petition. The relator presently awaits in-house for an exparte hearing and ruling on this matter. The relator prays that this petition transmute to a permanent mandamus order upon final review, and that the court grant all appropriate remedies, damages, costs, attorney fees, and punitive damages, under the law and in equity.

Date: 9/30/04

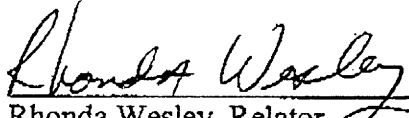

Rhonda Wesley, Relator
P.O. Box 7796
Kansas City, Missouri 64128
(816)729-7971

Exhibit F

Order Dismissing Complainant's Emergency Petition

