

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

Staff of the Missouri Public Service Commission	)	
	)	
Complainant,	)	
	)	
v.	)	File No. EC-2015-0309
	)	
Kansas City Power & Light Company	)	
	)	
And	)	
	)	
KCP&L Greater Missouri Operations Company	)	
	)	
Respondents.	)	

**ANSWER OF KANSAS CITY POWER & LIGHT COMPANY  
AND KCP&L GREATER MISSOURI OPERATIONS COMPANY**

COMES NOW Kansas City Power & Light Company (“KCP&L”) and KCP&L Greater Missouri Operations Company (“GMO”) (collectively, “Respondent” or the “Company”), and hereby files its Answer to the Complaint filed by Missouri Public Service Commission (“MPSC” or “Commission”) Staff (“Staff” or “Complainant”) on May 20, 2015.

1. On May 20, 2015, Staff filed a Complaint against KCP&L and GMO.
2. On May 21, 2015, the Commission issued a Notice of Complaint requiring the Company to respond by June 22, 2015.

**INTRODUCTION**

1. The Company and Allconnect launched a new service for the Company’s residential customers moving or starting new service beginning June 2013. Allconnect helps customers connect or transfer other services for their homes including home phone, internet, cable and satellite television and home security all in one call by the customer.

## ANSWER

1. Respondent admits that Great Plains Energy Services Incorporated (“GPES”) entered into the Allconnect Direct Transfer Service Agreement (“Agreement”) on behalf of Respondents. Respondent admits that the Agreement facilitates the transfer of certain customer information to Allconnect Inc. (“Allconnect”) for the purpose of Allconnect offering products and services to Respondent’s customers as well as verifying customers’ information and providing the customer with their confirmation number. Respondent denies all other allegations contained in paragraph 1.

2. Respondent admits that Allconnect provides monetary compensation to Respondent for each call transferred and other monetary benefits for products and services that are sold by Allconnect. Respondent admits that these amounts and the costs associated with Allconnect are not reflected in rates. Respondent admits that it receives benefits from Allconnect’s verification of the accuracy of customer information at no charge. Respondent denies all other allegations contained in paragraph 2.

3. Respondent admits that its Customer Service Representatives instruct individuals requesting electric service to remain on the line because their calls will be transferred to an Allconnect Customer Service Representative who will provide a confirmation number regarding their start service order and verify the accuracy of the information just received respecting their start service order. The Company’s Customer Service Representative also tells the customer that the Allconnect Customer Service Representative can help the customer connect or transfer other services for his or her home. Respondent denies all other allegations stated in Paragraph 3.

4. Respondent denies the allegations stated in Paragraph 4.

5. Respondent admits that the Staff filed a Report on December 19, 2014 and denies the allegations stated in Paragraph 5.

6. Respondent admits the allegations stated in Paragraph 6.

7. Respondent admits the allegations stated in Paragraph 7.

8. Respondent admits the allegations stated in Paragraph 8.

9. Respondent admits the allegations stated in Paragraph 9.

10. Respondent admits the allegations stated in Paragraph 10.

11. Respondent neither admits nor denies the allegations contained in Paragraph 11, as Missouri statutes and Commission Rules speak for themselves.

12. Respondent neither admits nor denies the allegations contained in Paragraph 12, as Missouri statutes speak for themselves.

13. Respondent neither admits nor denies the allegations contained in Paragraph 13, as Missouri statutes speak for themselves.

14. Respondent neither admits nor denies the allegations contained in Paragraph 14, as Missouri statutes and Commission Rules speak for themselves.

15. Respondent neither admits nor denies the allegations contained in Paragraph 15, as Missouri statutes speak for themselves.

16. Respondent neither admits nor denies the allegations contained in Paragraph 16, as Missouri statutes speak for themselves.

17. Respondent admits that the Agreement was executed in early May 2013. Respondent admits that the Highly Confidential language quoted in Paragraph 17 is found in the Agreement. Respondent denies all other allegations contained in Paragraph 17.

18. Respondent admits that it employs the confirmation model and that the script language in Paragraph 18 is accurate and that the script language is not necessarily read verbatim by Respondent's customer service representatives. Respondent denies all other allegations contained in Paragraph 18 including Staff's characterization of the confirmation model.

19. Respondent admits that it employs the confirmation model and that certain customer information is transferred to Allconnect for verification purposes and denies all other allegations contained in Paragraph 19 including Staff's characterization of the confirmation model stated in Paragraph 19.

20. Respondent admits that the term "consenting customer" does not appear in the Agreement and the term "transfer script" appears in the Agreement. Respondent denies all other allegations contained in Paragraph 20.

21. Respondent admits that the customer is transferred by its customer service representative to Allconnect in order to verify the accuracy of the customer information and to receive a confirmation number. Respondent denies all other allegations contained in Paragraph 21.

22. Respondent admits the allegations stated in Paragraph 22.

23. Respondent admits the allegations stated in Paragraph 23.

24. Respondent admits that the Staff made these filings and the Commission issued these orders and denies all other allegations contained in Paragraph 24.

25. Respondent denies the allegations stated in Paragraph 25.

26. Respondent reincorporates its answers to Paragraphs 1-25 above.

27. Respondent denies the allegations contained in Paragraph 27.

28. Respondent admits the allegations stated in Paragraph 28.

29. Respondent neither admits nor denies the allegations contained in Paragraph 29, as Missouri statutes speak for themselves.

30. Respondent neither admits nor denies the allegations contained in Paragraph 30, as the Commission's order in Case No. EO-92-250 speaks for itself.

31. Respondent admits that a fee is paid by Allconnect to Respondent regardless of whether the customer purchases any services from Allconnect and denies the remaining allegations stated in Paragraph 31.

32. Respondent admits that it does not record the revenue per transferred call revenue as a reduction to the regulated cost to serve its customers and also does not charge its regulated customers for customer service representative time associated with Allconnect and denies the remaining allegations stated in Paragraph 32.

33. Respondent does not have sufficient information to admit or deny the allegations stated in Paragraph 33 and therefore denies same.

34. Respondent admits that its data request responses are contained in Paragraph 34 and denies all other allegations contained in Paragraph 34.

35. Respondent admits that it responded to Staff Data Request 57 as set forth in Paragraph 35 and is without knowledge of what Staff intended and therefore denies all other allegations contained in Paragraph 35.

36. Respondent denies the allegations stated in the WHEREFORE clause on Page 20.

37. Respondent reincorporates its answers to Paragraphs 1-36 above.

38. Respondent denies the allegations contained in Paragraph 37.

39. Respondent admits that GPES is an affiliate of KCPL-GMO, that GPES is a separate and distinct corporate entity registered with the Missouri Secretary of State and doing

business in Missouri and that the Agreement is between GPES and Allconnect. Respondent denies all other allegations contained in Paragraph 38.

40. Respondent admits that the unique customer identifier (confirmation number), customer name, service address, service commencement date and service confirmation number is provided to Allconnect Customer Service Representatives. Respondent denies all other allegations contained in Paragraph 39.

41. Respondent admits that 4 CSR 240-20-015(1)(G) contains the quoted language and denies all other allegations contained in Paragraph 40.

42. Respondent neither admits nor denies the allegations contained in Paragraph 41, as Commission Rules speak for themselves.

43. Respondent neither admits nor denies the allegations contained in Paragraph 42, as Commission Rules speak for themselves.

44. Respondent denies the allegations stated in Paragraph 43. The Affiliate Transactions Rule was not designed to prohibit utilities from using customer information in utility operations.

45. Respondent admits the allegations stated in Paragraph 44.

46. Respondent admits the allegations stated in Paragraph 45.

47. Respondent admits that Paragraph 46 contains its data request response and denies all other allegations contained in Paragraph 46.

48. Respondent admits that Paragraph 47 contains its data request response and denies all other allegations contained in Paragraph 47.

49. Respondent admits that 4 CSR 240-20.015(2)(C) contains that quoted language and denies all other allegations contained in Paragraph 48.

50. Respondent admits that its data request response is set forth in Paragraph 49 and denies all other allegations contained in Paragraph 49.

51. Respondent admits that it had a prior business relationship with Allconnect which was discontinued. Respondent admits that the term “consenting customer” does not appear in the Agreement. KCP&L denies all other allegations contained in Paragraph 50.

52. Respondent denies the allegations stated in Paragraph 51. Respondent does not receive customer consent to use customer information for regulated purposes.

53. Respondent admits that the Missouri Telemarketing and No-Call Statutes are not applicable and denies all other allegations contained in Paragraph 52.

54. Respondent denies the allegations stated in the WHEREFORE clause on Pages 29-30.

55. Respondent reincorporates its answers to Paragraphs 1-54 above.

56. Respondent denies the allegations contained in Paragraph 54.

57. Respondent admits that the text of rule 4 CSR 240-13.040(2) (A) is contained in Paragraph 55 and denies all other allegations contained in Paragraph 55.

58. Respondent admits that its employees are qualified to verify orders and that the check of the accuracy of customer information is beneficial to its customers. Respondent denies all other allegations contained in Paragraph 56.

59. Respondent denies the allegations contained in Paragraph 57.

60. Respondent denies the allegations stated in the WHEREFORE clause on Pages 31 and 32.

### AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief may be granted.
2. Staff admits in paragraph 33 of its Complaint that “. . . Staff had not raised in the past the question that Commission regulated utilities should seek Commission authorization prior to transferring customer information to bad debts/accounts receivables (bill collection) companies for collection.” On information and belief, Respondent asserts that many utilities in the State provide customer information to third party contractors in support of those utilities’ regulated operations, which is precisely what Respondent is doing with Allconnect. As a consequence, Staff’s filing of a complaint against respondent alleging violation of 4 CSR 240-20.015(2)(C) for providing Allconnect with customer information in support of Respondent’s regulated business seeks to unfairly and unconstitutionally punish Respondent for conduct in which other utilities in the State regularly engage.
3. The rules Staff alleges Respondent has violated (4 CSR 240-20.015(2)(C) and 4 CSR 240-13.040(2)(A)) are unconstitutionally vague and overbroad.
4. Unless affirmatively admitted herein in its responses above, Respondent denies the allegations contained in the Complaint. Additionally, Respondent reserves the right to supplement this pleading to add additional defenses and claims in connection with this Complaint.

**WHEREFORE,** having fully answered the Complaint, Respondent prays the Commission dismiss the Complaint for the reasons aforesaid.

Respectfully submitted,

/s/ Roger W. Steiner

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**Counsel for Kansas City Power & Light  
Company and KCP&L Greater Missouri  
Operations Company**

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed or mailed, postage prepaid, to all parties of record this 22<sup>nd</sup> day of June, 2015.

/s/ Roger W. Steiner

Roger W. Steiner