

Exhibit No.:
Issue: Complaint
Witness: Maria Lopez
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Kansas City Power & Light Company
Case No.: EC-2018-0103
Date Testimony Prepared: April 13, 2018

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EC-2018-0103

REBUTTAL TESTIMONY

OF

MARIA LOPEZ

ON BEHALF OF

KANSAS CITY POWER & LIGHT COMPANY

**Kansas City, Missouri
April 2018**

“” _____ “**” Designates “Confidential” Information.
Certain Exhibits Attached To This Testimony Designated “(CONFIDENTIAL)”
Also Contain Confidential Information.
All Such Information Should Be Treated Confidentially
Pursuant To 4 CSR 240-2.135.**

REBUTTAL TESTIMONY

OF

MARIA LOPEZ

Case No. EC-2018-0103

1 **Q: Please state your name and business address.**

2 A: My name is Maria Lopez. My business address is 1200 Main Street, Kansas City,
3 Missouri 64105.

4 **Q: By whom and in what capacity are you employed?**

5 A: I am employed by Kansas City Power & Light Company (“KCP&L” or the “Company”) as Customer Relations Advisor – Senior. The focus of this position involves researching
6 and responding to customer complaints before the commission, in addition to managing
7 the medical and other specialized programs, community outreach, and education.

9 **Q: On whose behalf are you testifying?**

10 A: I am testifying on behalf of Kansas City Power & Light Company.

11 **Q: What are your responsibilities?**

12 A: Most recently, I researched and responded to the customer complaints before the
13 commission for the legacy KCP&L Missouri and Kansas territories. Currently, I am
14 working on promoting KCP&L’s low-income programs, in addition to customer outreach
15 education.

16 **Q: Please describe your education, experience and employment history.**

17 I started my career with Aquila in 2004 and transitioned to KCP&L in 2008. I have
18 worked in the Customer Contact Center, the Customer Correspondence group, the
19 Revenue Protection department, and currently in the Customer & Community Affairs

department. I am currently enrolled in school pursuing my bachelor's degree in business administration.

Q: Have you previously testified in a proceeding at the Missouri Public Service Commission ("MPSC" or "Commission") or before any other utility regulatory agency?

A: No.

Q: On what subjects, will you be testifying?

A: I will speak to the debt from Mr. Dudley's ("Complainant") previous accounts at **, **, **, and **, as well as how that debt impacted his request for service at **, **. I will explain how KCP&L's actions in setting up Mr. Dudley's service met the requirements of its tariffs and MPSC rules.

Q: Please provide the history of the Complainant's account.

A: The Complainant has accrued debt in the amount of ** from service at four previous addresses connected from **. All the accounts were opened by the Complainant and listed in the Complainant's name.

Summary of Service for Complainant:

**

Service Address	Account Number	Connect Date	Disconnect Date	Non-Payment Amount	Tampering Charges

**

1 **[REDACTED]

2 [REDACTED]

3 [REDACTED]**

4 **[REDACTED]

5 [REDACTED]

6 [REDACTED]**

7 The total outstanding debt of **[REDACTED]** was transferred to the Complainant's
8 last service account **[REDACTED]** at **[REDACTED]**

9 On March 21, 2016, the Complainant called to request service at the property
10 located at **[REDACTED]** KCP&L advised the
11 Complainant that past due amounts from previous accounts needed to be paid before
12 service could be established.

13 The Complainant made an informal complaint to the Commission on March 21,
14 2016, disputing the transferred balances from previous addresses.

15 On March 24, 2016, KCP&L responded to the informal complaint. The Company
16 determined that Complainant was responsible for the past due amounts owed for
17 electrical service at the locations listed in the chart above as the accounts were in
18 Complainant's name. Further, service at **[REDACTED]**, account number
19 **[REDACTED]** was under [REDACTED], brother of the Complainant with an
20 outstanding debt of **[REDACTED]** Because water service for **[REDACTED]** at
21 that time was in Complainant's name, it was determined he benefitted from the electric
22 service provided by KCP&L and it was reasonable for KCP&L to hold Complainant
23 responsible for that debt. On November 3, 2017, the Complainant called in for service at

1 **[REDACTED]** under account number **[REDACTED]** A call center
2 representative offered the Cold Weather plan of **[REDACTED]** initial payment and
3 **[REDACTED]** per month. This was based on the outstanding debt of **[REDACTED]** and
4 the balance due of **[REDACTED]** at **[REDACTED]** The Complainant advised he
5 was seeking an agency grant of **[REDACTED]** toward the debt. The representative advised
6 that if the **[REDACTED]** grant was placed, it would be used as the initial payment for the
7 Cold Weather plan.

8 On November 6, 2017, an **[REDACTED]** grant was placed on the Complainant's
9 account.

10 On November 9, 2017, service was connected at **[REDACTED]** under the
11 Complainant's name under the Cold Weather Rule. Mr. Dudley's monthly payment was
12 set at **[REDACTED]**

13 **Q. Is the account current?**

14 A. **[REDACTED]
15 [REDACTED]
16 [REDACTED]**

17 **Q. Has Complainant made payments on the account?**

18 A. **[REDACTED]
19 [REDACTED]
20 [REDACTED]**

21 **Q. Is service in Complainant's name?**

22 A. The service at **[REDACTED]** is currently in the name of Gene
23 Dudley and has been since November 9, 2017.

1 **Q. Did KCP&L bill more than one customer for Complainant's account as alleged in**
2 **Paragraph 1 of Complainant's testimony?**

3 A. No. The service at all four locations was in Complainant's name and the bill was mailed
4 to the service address.

5 **Q. What tariff allows KCP&L to transfer past due amounts from other Complainant's**
6 **accounts to the Complainant's account at ** [REDACTED] **?**

7 A. The tariff can be found in the Company's General Rules and Regulations Applying to
8 Electric Service, Sheet No. 1.10, paragraph 3.04:

9 PRIOR INDEBTEDNESS OF CUSTOMER: If, at the time of
10 application, a Customer or any member of the Customer's
11 household is indebted to the Company for that same class of
12 electric service previously supplied at the same or any other
13 premises, and the Customer received substantial use and benefit of
14 the previous electric service, the Company shall not be required to
15 commence supplying electric service to the Customer, or if
16 commenced the Company may terminate such service until
17 payment of the indebtedness has been made.
18

19 **Q. How did KCP&L know that Mr. Dudley received substantial use and benefit of**
20 **electric service at the four locations listed on the table on page 2?**

21 A. The service at all four locations was in Complainant's name. Therefore, it is reasonable
22 for KCP&L to assume that he received substantial use and benefit of the electric service
23 either as an occupant or a landlord.

24 **Q. How did KCP&L follow this tariff?**

25 A. KCP&L required payment of Mr. Dudley's debt from his previous addresses before
26 service could be started at ** [REDACTED] ** Mr. Dudley agreed to a Cold Weather
27 budget plan, paid the initial payment with a grant, and service was provided.

1 **Q. Did the Commission Staff provide a report and recommendation in this case?**

2 A. Yes, Staff found that KCP&L was compliant with its tariff and the Commission rules. A
3 copy is attached as **Exhibit A**.

4 **Q: Does that conclude your testimony?**

5 A: Yes, it does.

Gene Edward Dudley,)
v.) File No. EC-2018-0103
Kansas City Power & Light Company,)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)


1. My name is Maria Lopez. I work in Kansas City, Missouri, and I am employed by Kansas City Power & Light Company as Customer Relations Advisor – Senior.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of Kansas City Power & Light Company consisting of six (6) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.

Maria Lopez

Subscribed and sworn before me this 13th day of April 2018.


Notary Public

My commission expires: 4/26/2021

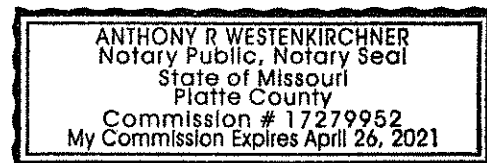


Exhibit A
Report of MPSC Staff
has been deemed
CONFIDENTIAL
in its entirety and filed under seal