

FILED
March 9, 2012
Data Center
Missouri Public
Service Commission

Exhibit No.
Issues: Customer Service,
Customer Billing
Witness: J. Kay Niemeier
Sponsoring Party: MoPSC Staff
Type of Exhibit: Surrebuttal Testimony
Case No.: WR-2011-0337
Date Testimony Prepared: February 2, 2012

MISSOURI PUBLIC SERVICE COMMISSION

REGULATORY REVIEW DIVISION

UTILITY SERVICES

SURREBUTTAL TESTIMONY

OF

J. KAY NIEMEIER

MISSOURI-AMERICAN WATER COMPANY

CASE NO. WR-2011-0337

Staff Exhibit No. 23-NP
Date 2-21-12 Reporter JL
File No. WR-2011-0337

Jefferson City, Missouri
February 2012

**** Denotes Highly Confidential Information ****

NP

1
2
3
4
5
6
7
8

TABLE OF CONTENTS OF
SURREBUTTAL TESTIMONY OF
J. KAY NIEMEIER
MISSOURI -AMERICAN WATER COMPANY
CASE NO. WR 2011-0337

EXECUTIVE SUMMARY 1
RESPONSE TO ESTIMATED BILLS ISSUE 1
RECOMMENDATIONS 15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

SURREBUTTAL TESTIMONY

OF

J. KAY NIEMEIER

MISSOURI-AMERICAN WATER COMPANY

CASE NO. WR-2011-0337

Q. Please state your name and business address.

A. J. Kay Niemeier, P. O. Box 360, Jefferson City, Missouri 65102.

Q. Are you the same J. Kay Niemeier who contributed to the Cost of Service filing on November 17, 2011 and filed Rebuttal Testimony on January 19, 2012, in this case?

A. Yes.

EXECUTIVE SUMMARY

Q. Please state the purpose of your Surrebuttal Testimony.

A. The purpose of my Surrebuttal Testimony is to respond to the Estimated Bills issue on pages 8 through 11 in the Rebuttal Testimony of Missouri-American Water Company (MAWC or Company) Witness Greg A. Weeks.

RESPONSE TO ESTIMATED BILLS ISSUE

Q. Mr. Weeks, on page 9, lines 1 through 10 of his Rebuttal Testimony, appears to imply that because the Aqua and Roark customers were newly acquired by MAWC, Staff's observations regarding bill printing anomalies such as water comparison charts not being printed and prior months' usage being inaccurate were not valid issues to raise in Staff's Cost of Service Report. Do you agree?

1 A. No. Staff's purpose in presenting this information in its Cost of Service
2 Report was to be comprehensive in its disclosure to the Commission of both what Staff
3 deems are Missouri Commission rule violations, as well as findings that demonstrate a
4 need for operational improvement and Company diligence. A Company, like MAWC,
5 that provides prior month's usage on customer bills or uses charts indicating monthly
6 usage should provide accurate information in a manner that customers can clearly
7 determine what the charts represent or usage being consumed, even if providing such
8 information is not required by Commission Rule 4 CSR 240-13 (Chapter 13). The
9 information presented on customer billing statements should not be presented in such a
10 manner as to create confusion, but should provide clarification to the customer. In Staff's
11 view, these are logical and reasonable expectations of utility customer billing statements.

12 In addition, Staff met with MAWC personnel prior to its acquisition of the Aqua
13 system and made the Company aware of prior service quality issues, meter reading
14 issues, customer billing issues, prior Staff Aqua complaints and other topics with the goal
15 of a successful transition. While Staff acknowledges improvement, it still has
16 reservations regarding some of the Company's service quality performance primarily in
17 the areas of billing and call center responses which makes it a valid issue for Staff to raise
18 in this rate case.

19 Q. Does Mr. Weeks' Rebuttal Testimony acknowledge that the Company
20 made customer billing statement errors in the billing statements of the prior Aqua
21 customers, if so, what specifically does he say regarding them?

22 A. Yes, Mr. Weeks, in his Rebuttal Testimony, page 9, lines 15 – 17,
23 acknowledges customer billing statement errors and attributes the errors to "tariff rate

1 details in the predecessor Company's tariffs that were unusual in the context of MAWC's
2 systems." Commission Rules, specifically Chapter 13, require accurate billing while
3 making provisions to correct billing errors. Additionally, the Company has the
4 responsibility to ensure that the tariffs of the newly acquired service territories
5 were accurately transitioned into MAWC's systems in order to render accurate bills for
6 those customers.

7 The Company and Staff have worked together to identify the billing errors,
8 including information that, by Commission Rule, needed to be printed on the billing
9 statements, with appropriate customer billing adjustments. Regardless of work done after
10 the acquisition, in Staff's opinion, it is incumbent upon the Staff to make the Commission
11 aware of the errors. Staff identified seven billing errors that violated Chapter 13 and are
12 listed on page 67 of Staff Report Cost of Service, filed November 17, 2011.

13 Q. Mr. Weeks states on page 9, lines 21 – 23, of his Rebuttal Testimony
14 that initial billing errors can be a "common consequence of utility acquisitions". Do you
15 agree?

16 A. No. Mr. Weeks' states that when a Missouri-regulated utility acquires
17 another utility that billing errors can be a common consequence. While billing errors
18 may occur as a result of acquisitions, Staff asserts that with proper processes in
19 place, such as planning, organizing, directing and controlling billing systems and
20 resources, utilities can more effectively make the transition to bill correctly. Mergers and
21 acquisitions are to result in "no detriment" to consumers and the assumption that
22 billing errors are going to be a "common consequence" seems counter to the
23 "no detriment" standard.

1 Q. What was the billing error in Item 1 of Staff's Cost of Service Report?

2 A. The billing error in Item 1 stated: "Customers were billed for periods
3 other than a normal usage period defined as not less than twenty-six (26) nor more than
4 thirty-five (35) days for a monthly billed customer".

5 Q. What reason did the Company provide that would cause customer bills to
6 be extended beyond the 35-day window?

7 A. Generally, the Company indicates that meter reads that fall outside of
8 expected parameters, (for example, inactive accounts showing usage, active accounts
9 with zero reads and active accounts with usage outside of reasonable parameters) may
10 require a service technician to be dispatched to the field. The process of dispatching the
11 technician to the field and correcting the meter reading in some cases may cause the bill
12 to generate outside of the 35-day window.

13 Q. Please summarize what Staff views to be the difference in opinion
14 between the Company and Staff regarding the Commission Rule on this matter.

15 A. The Company indicates that 99% of its accounts are billed within 35 days
16 and while the remaining 1% could be estimated, the Company chooses to pursue
17 "correcting" the bill prior to mailing which can and does extend some bills beyond the
18 35-day window prescribed by Chapter 13. The Company cites "customer satisfaction
19 issues" associated with the alternative of estimated billing as well as increased calls and
20 costs to the Company's call center should the Company estimate customer bills.
21 Mr. Weeks further states in his Rebuttal Testimony on page 11, lines 19 – 21, that
22 "we are correcting bills prior to them being sent to the customer. Under Chapter 13, it is
23 permissible to send corrected bills outside the 35 day window."

1 Q. Does Staff disagree with the Company's assessment that Chapter 13
2 permits such extended billing times beyond the 35-day period? If so, why?

3 A. Yes. Definitions found in Commission Rule 4 CSR 240-13.015(B)(C)
4 defines "bill" as "a written demand for payment for service and the taxes and franchise
5 fees related to it" while (C) provides the definition for billing period as "a normal usage
6 period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly
7 billed customer nor more than one hundred (100) days for a quarterly billed customer,
8 except for initial, corrected or final bills."

9 The Company's practice does not include making a written demand for payment
10 as nothing has been demanded of the customer. In fact, Staff understands that some of
11 these "bills" are not printed, but regardless, they have not been presented to the customer
12 as to be "corrected".

13 The Company has indicated to Staff that it believes its process of obtaining an
14 accurate meter read and billing the customer outside of the 35-day window is providing
15 the customer a corrected bill. Staff disagrees with Company's position. Staff is of the
16 opinion that in the definition of a billing period, the word "corrected" bill means a bill
17 that is rendered and/or mailed to the customer in order to make a previously mailed bill
18 accurate.

19 Q. Does Staff disagree with the Company's assessment that Chapter 13
20 permits such extended billing times beyond the 35-day period for any other reasons?

21 A. Yes. The Company indicated in its responses to Staff's DR Nos. 196,
22 Revised 196 and 247, that while it has a preventative measure in place to prevent
23 proration of customer billing statements, exceptions beyond the 35-day period are

1 allowed in “opening and closing billing statements, or customer statements in which
2 MAWC has held the account waiting for read verification or actual reading from a
3 service order. If the verification period extends beyond the window and the reading is
4 updated upon closing of the order, the customer may receive a prorated statement outside
5 of the standard window.” This response indicates that the Company permits bills beyond
6 the 35 days to accommodate its internal processes regardless of Commission Rule
7 requirements.

8 Of additional concern to Staff is the Company’s statement in its response to
9 Staff’s DR Nos. Revised 196 and 247 that it does “not monitor our system for accounts
10 that bill outside the 35 day billing window. In the event that a customer receives a billing
11 statement for charges that are outside the 35 day window the customer is billed a per day
12 charge.” In summary, the Company is stating that customer bills that extend beyond the
13 35-day billing window are acceptable and appropriate and that the Company does not
14 monitor its system for such exclusions. Staff asserts that monitoring the monthly number
15 of customers billed for more than 35 days of service would provide important and useful
16 information regarding its billing operations.

17 Using the Company’s logic, as long as it is verifying meter reads or obtaining
18 actual meter reads from a service order, it might never be required to bill a customer
19 within the 35-day window and the Company would be permitted to bill some customers
20 for an indefinite number of days. Such a process violates Commission Rules.

21 Q. Does the Company’s practice of billing outside of the 35-day window
22 create any inequities or problems for its customers?

Surrebuttal Testimony of
J. Kay Niemeier

1 A. Yes. During its review of the billing statements, Staff noted that
2 customers billed for greater than 35 days of service had their monthly water customer
3 charge, monthly water usage charge, monthly wastewater customer charge and monthly
4 primacy fee prorated. Prorated amounts of all charges were calculated using the same
5 formula. The Company explained its calculation as follows: Monthly water customer
6 charge / 30 days x number of days for current billing period. During its review, Staff
7 noted a customer billing statement with a monthly water customer charge of \$29.83 for a
8 billing period of 36 days ($\$29.83/30 \times 36$). Using the Company's formula, the charge
9 would be \$35.78; however, the Company charged the customer \$35.80. This \$29.83
10 water customer charge is a monthly fee to be billed the customer for their 26 to 35 days
11 of service. Yet, the customer is being billed an additional \$5.97 because their billing
12 period is for 36 days instead of 26 to 35 days of service permitted by Commission Rule.
13 In the above example, the customer is being overcharged.

14 The Company asserted to Staff that when this occurs, the customer is not
15 overcharged. The Company informed Staff that these prorated charges on these bills for
16 greater than 35 days of service correct on the following month's billing statement
17 because the customer is billed for less than 26 days of service. Billing the following
18 month for less than 26 days of service is a violation of the Commission's Chapter 13
19 Rule. In Staff's review of customer billing statements that were greater than 35 days of
20 service, it did not always find that bills were corrected the following month by billing the
21 customer for less than 26 days of service.

22 Q. Do any other Missouri-regulated utilities practice MAWC's procedure to
23 bill customers for more than 35 days of service?

Surrebuttal Testimony of
J. Kay Niemeier

1 A. Staff is unaware of any other Missouri-regulated utility that monthly bills
2 its customers for more than 35 days of service. Typically, when companies are unable to
3 obtain a meter reading, the bills fall outside of company parameters or for whatever
4 reason cannot bill the customer for the exact meter reading, the companies will estimate
5 the customer's bill to avoid billing customers for more than 35 days of service.

6 Q. Is there anything additional regarding the billing error discussion in Item 1
7 that Staff would like to address?

8 A. Yes. It is unlikely that the customer would detect or realize that their bill
9 is being prorated and that the proration is due to the customer being billed for greater than
10 35 days of service. The formatting of the customer's bill is identical to their other bills,
11 whether it is a bill within or outside of the 26 to 35 days of service. The only manner in
12 which a customer would realize the difference in the prorated charges would be to
13 compare their current monthly bill to a previous month's bill.

14 In addition, when customers are billed for greater than 35 days of service, it is
15 possible that the customer receives two bills within one calendar month which could be
16 confusing to the customer. Some customers have raised a concern that they might
17 possibly be billed thirteen times within a calendar year. An example of this situation
18 would be a customer that might receive a billing statement with a bill date of August 1
19 and another billing statement with a bill date of August 29. While it is possible that the
20 customer did not in fact get charged thirteen times, the appearance to the customer that
21 this could occur is troublesome.

22 Q. Does Staff have an example of the billing error in Item 1 of Staff's Cost of
23 Service Report?

Surrebuttal Testimony of
J. Kay Niemeier

1 A. Yes, the example is attached to this Testimony as Attachment 1.

2 Q. What was the billing error in Item 2 of Staff's Cost of Service Report?

3 A. The billing error in Item 2 stated: "Customers were not billed monthly
4 customer charges".

5 Q. Please explain this billing error.

6 A. Staff noted on some customer bills that the monthly wastewater charge for
7 an area served by the Company was not included on their first month's bill after the
8 Company acquired the new service territory. Staff is concerned as to the length of time
9 this error could have gone undetected had Staff not made the Company aware of the
10 billing error. Additionally, Staff questioned the first month billing statements of another
11 acquired territory and following a Company audit, the Company determined it was not
12 billing all of its sewer customers.

13 Q. Does Staff have an example of the billing error in Item 2 of Staff's Cost of
14 Service Report?

15 A. Yes, the example is attached to this Testimony as Attachment 2.

16 Q. What was the billing error in Item 3 of Staff's Cost of Service Report?

17 A. The billing error in Item 3 stated: "Customers were over billed".

18 Q. Please explain this billing error.

19 A. The customers in one service territory acquired by MAWC were
20 overcharged on their first bill for their monthly customer service charge. These
21 customers were billed \$6.95 instead of the tariffed amount of \$5.79. Staff notified the
22 Company of this billing error and requested that the Company credit these customers

1 \$1.16 on their next monthly bill and to begin accurately charging these customers \$5.79
2 for their monthly customer service charge.

3 Also, some of the over billed customers were those customers billed for greater
4 than 35 days of service on their monthly bill, which was explained in Item 1.
5 As previously stated, since the customers' bills were prorated, Staff determined that the
6 customers were, in essence, being over billed for being charged for more than 35 days
7 of service.

8 Q. Does Staff have an example of the billing error in Item 3 of Staff's Cost of
9 Service Report?

10 A. Yes, the example is attached to this Testimony as Attachment 3.

11 Q. What was the billing error in Item 4 of Staff's Cost of Service Report?

12 A. The billing error in Item 4 stated: "Customers were under billed".

13 Q. Please explain this billing error.

14 A. Staff noted on customers' billing statements that were for less than
15 26 days of service that their monthly water customer charge, water usage charge, monthly
16 wastewater customer charge and primacy fee were prorated. Since the customers' bills
17 were prorated, Staff determined that the customers were, in essence, being under billed
18 for being charged for less than 26 days of service.

19 Q. Does Staff have an example of the billing error in Item 4 of Staff's Cost of
20 Service Report?

21 A. Yes, the example is attached to this Testimony as Attachment 4.

22 Q. What was the billing error in Item 5 of Staff's Cost of Service Report?

Surrebuttal Testimony of
J. Kay Niemeier

1 A. The billing error in Item 5 stated: “No billing period provided on
2 billing statements”.

3 Q. Please explain this billing error.

4 A. Staff noted on some billing statements that no billing period was stated.
5 Commission Rule 4 CSR 240-13.020(9) states: “Every bill for residential utility service
6 shall clearly state (A) The beginning and ending meter readings of the billing period and
7 the dates of these readings”. Although the billing statements were for flat rate customers,
8 the billing statements should reflect the period of time for which the customer is being
9 billed which would provide clarity for these customers.

10 Q. Does Staff have an example of the billing error in Item 5 of Staff’s Cost of
11 Service Report?

12 A. Yes, the example is attached to this Testimony as Attachment 5.

13 Q. What was the billing error in Item 6 of Staff’s Cost of Service Report?

14 A. The billing error in Item 6 stated: “No meter readings provided on
15 billing statements”.

16 Q. Please explain this billing error.

17 A. Staff noted on some billing statements that no meter readings were
18 provided. The Company informed Staff that when the previous and present
19 meter readings are all zeros, the fields for the previous and present meter readings
20 in the Company’s billing system will not accept the zero reads. The previous and present
21 meter reading fields on the billing statement remain blank. Commission Rule
22 4 CSR 240-13.020(9)(A) states: “Every bill for residential utility service shall clearly

1 state (A) The beginning and ending meter readings of the billing period and the dates of
2 these readings.”

3 Q. Does the Company’s practice of not displaying the customer’s present and
4 previous meter readings when the readings are zero on the billing statement create
5 any problems?

6 A. The lack of the customer’s present and previous meter readings, even if all
7 zeros, could cause confusion to the customer. Additionally, the Company is not adhering
8 to Chapter 13 when it does not display the customer’s meter readings on the customer
9 billing statement.

10 Q. Does Staff have an example of the billing error in Item 6 of Staff’s Cost of
11 Service Report?

12 A. Yes, the example is attached to this Testimony as Attachment 6.

13 Q. What was the billing error in Item 7 of Staff’s Cost of Service Report?

14 A. The billing error in Item 7 stated: “Customers were billed on incorrect
15 schedules for water and sewer”.

16 Q. Please explain this billing error.

17 A. Customer billing statements in a newly acquired service territory had
18 customers with different rate schedules for water and sewer. Within this same territory,
19 Staff made the Company aware of some customers that were possibly not being charged
20 for sewer service and should be. Staff made the Company aware of its possible
21 inaccurate billing concerns and the Company conducted an audit of the newly acquired
22 service territory. The Company determined that some customers are to be on different
23 rate schedules for water and sewer and it also determined that some customers were not

Surrebuttal Testimony of
J. Kay Niemeier

1 being billed for sewer charges. The Company has indicated to Staff that it has corrected
2 the billing errors of the customers in this service territory.

3 Q. What were the billing errors in Items 8 and 9 of Staff's Cost of
4 Service Report?

5 A. The billing errors in Items 8 and 9 stated: "Water comparison chart with
6 months not printed, and Water comparison chart with inaccurate previous
7 month's usage".

8 Q. Please explain these billing errors.

9 A. Staff noted on some billing statements that the water usage comparison
10 charts displayed no months and some billing statements that displayed inaccurate
11 previous month's usage on the comparison chart. These errors are not violations of
12 Chapter 13, but are errors that could possibly cause confusion to the customer and
13 generate unnecessary calls to the Company's call center.

14 Q. Overall, what are Staff's concerns with MAWC's billing errors on
15 customers' billing statements?

16 A. Staff is aware that billing errors on customers' billing statements will
17 occasionally occur and Staff would anticipate that the Company would respond to any
18 billing errors appropriately and in a timely fashion. An appropriate response to a billing
19 error includes identifying the error, correcting the error and communicating the error and
20 the Company's response to the customer. Staff is concerned that MAWC is not
21 responding appropriately.

22 While Staff has attended the local public hearings and responded to the public
23 comment cards in this case, it continues to hear comments from frustrated customers

1 regarding the Company's customer service. Customers have testified and/or informed
2 Staff of the following: 1) incorrect information provided by the call center
3 representatives, 2) customers being informed someone at the Company will return their
4 call and the call not being returned, and 3) customers writing letters to the Company with
5 no responses provided to the customers. Staff's concern is the Company's handling of
6 customer inquiries regarding perceived billing errors on their billing statements.

7 A number of customers have expressed difficulty when contacting the Company's
8 call center with a billing inquiry and being unable to obtain accurate and complete
9 information. Contacting the Company's call center is the primary method customers use
10 to obtain answers to their billing inquiries. Furthermore, Staff is aware of occurrences
11 where customers have not received promised responses and/or follow-up from the utility
12 including both the call center and responses to customer letters. Such situations can
13 understandably lead to customer concern and frustration as the customer has no other
14 means to obtain information regarding their particular situation. In addition to paying for
15 their water and wastewater charges, customers are paying for quality customer service
16 and are, at a minimum, entitled to accurate information and timely responses when
17 contacting the Company.

18 Q. Mr. Weeks states in his Rebuttal Testimony, page 11, lines 18 – 24, that,
19 "MAWC should continue the current process. First, by checking the reads and working
20 service orders, we are correcting bills prior to them being sent to the customer. Under
21 Chapter 13, it is permissible to send corrected bills outside the 35 day window.
22 Second, this process is effective in reducing estimated or out of range bills, which
23 likewise results in a reduction in calls and reactive service orders. Thus, the process

1 presently in place has a positive impact on customer satisfaction and on reducing costs.”

2 Does Staff agree with Mr. Weeks’ testimony?

3 A. No, Staff disagrees. Regarding Mr. Weeks’ first issue, Staff asserts that
4 the Company should correctly bill its customers for a period of time not to exceed
5 35 days of service, Commission Rule 4 CSR 240-13.015(C). It is incumbent upon the
6 Company to bill its customers for no more than 35 days of service. If a billing error
7 occurs on the billing statement that has been rendered to the customer, Chapter 13 allows
8 an exception for a corrected bill. Staff asserts that, without a bill being rendered to the
9 customer, it is not a corrected bill subject to the exception.

10 Regarding Mr. Weeks’ second issue, Staff agrees that the Company’s process is
11 effective in reducing estimated bills. Staff asserts that the Company should aim toward
12 providing customer bills within the appropriate billing period per Commission Rule 13,
13 as well as reducing estimated customer bills. Based upon the information Staff has
14 received throughout its review, Staff disagrees that the Company’s process has a positive
15 impact on customer satisfaction.

16 **RECOMMENDATIONS**

17 Q. What are Staff’s recommendations?

18 A. Staff stated its recommendations on pages 18 through 20 of my
19 Rebuttal Testimony. Staff’s recommendation are, in addition to the monthly statistical
20 data currently being provided by the Company, that the appropriate Company personnel
21 meet periodically with Staff to discuss customer service issues, call center performance
22 and training, customer billing issues, payment remittance issues and any other issues that
23 Staff determines necessary to discuss. Staff is aware of a variety of customer service,

Surrebuttal Testimony of
J. Kay Niemeier

1 customer billing and payment remittance issues, and these meetings will hopefully assist
2 Staff in its attempt to ensure that quality service and customer contact resolution is clear
3 and consistent to its customers. Additionally, these meetings between Staff and the
4 Company should also benefit the Company if it continues to acquire additional service
5 territories as these meetings would provide the opportunity for discussion between Staff
6 and the Company should any customer related issues occur in the future. Staff also
7 recommends the following: 1) that the Company provide its Checklist to Staff related to
8 future acquisitions, 2) that the Company create a policy to ensure the estimated usage
9 used for wastewater bills is accurate and 3) that the Company continue its review of the
10 due date printed on bills in conjunction with the implementation of the new Customer
11 Information System (CIS).

12 Q. Does this conclude your Surrebuttal Testimony?

13 A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Missouri-American Water)
Company's Request for Authority to) Case No. WR-2011-0337
Implement A General Rate Increase for Water)
and Sewer Service Provided in Missouri)
Service Areas)

AFFIDAVIT OF J. KAY NIEMEIER

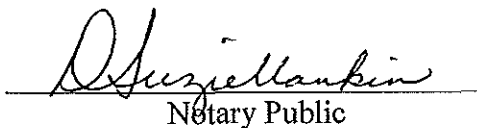
STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

J. Kay Niemeier, of lawful age, on her oath states: that she has participated in the preparation of the foregoing Surrebuttal Testimony in question and answer form, consisting of 16 pages to be presented in the above case; that the answers in the foregoing Surrebuttal Testimony were given by her; that she has knowledge of the matters set forth in such answers; and that such matters are true and correct to the best of her knowledge and belief.


J Kay Niemeier

Subscribed and sworn to before me this 2nd day of February, 2012.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: December 08, 2012
Commission Number: 08412071


Notary Public

ATTACHMENT 1

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY

ATTACHMENT 2

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY

ATTACHMENT 3

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY

ATTACHMENT 4

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY

ATTACHMENT 5

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY

ATTACHMENT 6

HAS BEEN DEEMED

HIGHLY CONFIDENTIAL

IN ITS ENTIRETY