

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

Marlyn Young,)	
)	
Complainant,)	
)	
v.)	Case No. GC-2007-0211
)	
Laclede Gas Company,)	
)	
Respondent.)	

**LACLEDE GAS COMPANY’S ANSWER AND
MOTION TO STRIKE REQUEST FOR RELIEF**

COMES NOW Laclede Gas Company (“Laclede” or “Company”) and files this Answer and Motion to Strike Request for Relief, and in support thereof, states as follows:

1. In receiving the benefit of gas service from Laclede, Mr. Young has woven a tangled web of names, addresses and social security numbers. He then disputes Laclede’s good faith efforts to charge him for some of this service based on accounts that are either in his name(s) or where the evidence strongly indicates that he did receive the benefit of service. Regarding Mr. Young’s responsibility for service, Laclede based its decisions on available information, including admissions by Mr. Young himself. Although Mr. Young is in the best position to demonstrate where he lived and when, He has made almost no effort to do so, and the small piece of information he did provide does nothing to either support his position or refute Laclede’s.

2. Laclede has charged Mr. Young for gas service, under accounts that are either in his name or in the name of Rosemary Jackson, at the following addresses over the past seven years: 9414 Eastchester, 2629 Terrace, and 8831 May. During the 1990s, Mr. Young is believed to have lived at 1250 Ferguson, but all of the debts owed to

Laclede by Mr. Young at that address have been reversed because they appear to have been discharged in bankruptcy. Mr. Young currently resides at 2437 Wieck.

3. In his complaint, Mr. Young disputes responsibility for debts incurred at 9414 Eastchester and 8831 May, during times when these accounts were in the name of Rosemary Jackson, although he has admitted to Laclede that he lived at both addresses. In a letter dated October 6, 2006, Mr. Young indicates that he owned those properties but did not reside there. He states that he had his own residence but, incredibly, doesn't state the address of that residence. As evidence that he did not reside at 9414 Eastchester or 8831 May, he encloses with his complaint a Warranty Deed dated October 24, 2003, showing that the Grantor, Marlin Yound (sic) resides at 8831 May Avenue. At the same time, Mr. Young's complaint includes a letter dated March 6, 2006, in which he refers to the sale of a property to Rosemary B. Jackson in late 2003, at which time he was living with his brother at 1612 Nennich (sic)¹ Drive in St. Louis. Finally, a Deed of Trust that appears to be from the same deal as the October 24, 2003 Warranty Deed above provides Marlyn Young's address as 2629 Terrace. A copy of the Deed of Trust is attached hereto as Exhibit 1.

4. The following are the facts as Laclede understands them. Rosemary Jackson, Social Security Number ("SSN") XXX-XX-5685, had gas service in her name at 9414 Eastchester from 9/14/98 to 02/22/03. Ms. Jackson established an account at 8831 May Avenue on February 25, 2003. The final bill amount of \$150.40 at Eastchester was transferred to her new account at 8831 May. Gas service remained in Ms. Jackson's name at 8831 May until May 16, 2003, when the service was disconnected due to non-

¹ The correct street name is "Nemnich."

payment. The final bill amount due was \$421.93.

5. Service was also in Ms. Jackson's name at 2629 Terrace from January 2000 to February 2004. The final bill from this account totaled \$660.10.

6. A Quit Claim Deed for 2629 Terrace was signed on July 16, 1999, by David Young, on behalf of Bi-State Housing System ("Bi-State"), transferring that property to Marlyn Young of 9414 Eastchester Drive. Bi-State was created on December 12, 1995, with M. Brett Young as its registered agent. Bi-State was dissolved on August 24, 1998. A copy of the Quit Claim Deed is attached as Exhibit 2.

7. According to the Secretary of the State of Missouri's website, on July 24, 2001, Pangia Resource Systems, Inc. ("Pangia") and Black En Vogue International, Ltd. ("BEVI") were created, also with Marlyn Young as their registered agent, and 2629 Terrace listed as the Office Address. In August 2001, Marlyn Young filed an Annual Registration Report for both of these companies, listing his physical address as 9414 Eastchester.

8. On July 8, 2002, Charter Development Group St. L was formed. The Owner was listed as Marlyn Young of 9414 Eastchester. However, in November 2002, Marlyn Young filed Annual Registration Reports for Pangia and BEVI listing his physical address as 2629 Terrace. Such reports filed in November 2003 listed his address at 8831 May.

9. Marlyn Young, SSN XXX-XX-0452, had gas service in his name at 8831 May from 11/12/03 to 04/15/04, when the service was disconnected due to non-payment. The account balance of \$701.66 was paid in full on 11/15/04. On 11/16/04, Marlyn Young had the gas service restored at that address, using SSN XXX-XX-0033. Laclede's

Credit & Collection Department found the incorrect SSN and updated the records to SSN XXX-XX-0452.

10. Laclede received a letter dated November 26, 2004 from Morlyne Young stating that the Company violated the Fair Debt Collection Practices Act by attempting to collect a debt that was discharged in bankruptcy. According to court documents, the bankruptcy referred to was filed on 02/12/97 by Morlyne B. Young (AKA Brett Young), SSN XXX-XX-0190, at 1250 Ferguson. Gas service at 1250 Ferguson from 11/16/92 to 01/06/99 was in the name of Brett C. Young, using SSN XXX-XX-0191. A copy of the November 26, 2004 letter is attached hereto as Exhibit 3. According to Laclede records, Marlyn Young stated to a Laclede representative on June 14, 2005, that (i) the bill at 1250 Ferguson was not his bill; and (ii) the bill at 1250 Ferguson may be his bill, but it was subject to a bankruptcy.

11. Based on the similarity of the signatures between Morlyne Young and Marlyn Young, Laclede determined that they, along with Brett C. Young, were all the same person, and ceased collection efforts against Marlyn Young for the \$579 pre-petition debt from the 1997 bankruptcy. However, Laclede did continue to pursue Marlyn Young for gas usage billed from 02/12/97 to 01/06/99 at 1250 Ferguson, in the amount of \$112.66. However, Laclede later learned that Marlyn Young, using SSN XXX-XX-0542, filed for bankruptcy on 08/28/00. Therefore, the \$112.66 debt from 1250 Ferguson (02/97 to 01/99) was removed from his current account at 2437 Wieck.

12. A review of Marlyn Young's credit records for the purposes of establishing his identification also places him at all of these premises during the time that the billings were incurred. In summary, Laclede determined that Marlyn Young enjoyed

the benefit of the gas service at 9414 Eastchester (09/98 to 02/03) and 8831 May (02/03 to 05/03) while in the name of Rosemary Jackson. Therefore, Ms. Jackson's unpaid debt of \$421.93 was transferred to Mr. Young's account on 8831 May and thereafter to his current account on 2437 Wieck, which was established in July 2005.

13. On February 16, 2006, a Laclede representative contacted Marlyn Young regarding his dispute. In response to questioning, he gave his name as Marlyn Young, with no middle initial, and his SSN as XXX-XX-0452. He stated that he lived at 2437 Wieck since 12/15/05 and that he was the owner. He also indicated that he previously lived at 8831 May for two or so years, from 2003 to 2005 and that, prior to that, he lived at 9414 Eastchester for 3 or so years. The Laclede representative explained that since he lived with Rosemary Jackson while her debts were incurred he would be held responsible for gas service due to the shared benefit of that service; therefore, the transfer of account debts were valid. Mr. Young did not dispute this statement and further acknowledged his relationship with Ms. Jackson. When asked for any residences that he lived in prior to the Eastchester address, Mr. Young declined to answer, stating that it was irrelevant. In response to the issue of his responsibility for the \$112.66 debt incurred at 1250 Ferguson from 1997-99, he stated that he never lived at 1250 Ferguson and that he would continue to pursue this matter, which was later resolved in his favor on bankruptcy grounds, as set forth above.

14. It should also be noted that Pangia owes Laclede two unpaid debts totaling \$751.58 (202 La Motte, \$339.46, 12/01 to 04/02 and 338 Chambers, \$412.12, 11/01 to 03/02). Laclede has made no effort to pursue Marlyn Young for this debt.

MOTION TO STRIKE REQUEST FOR RELIEF

15. In his request for relief, Mr. Young seeks personal injury damages. It is well established, and well known to Mr. Young, that the Commission is not authorized to award such damages. American Petroleum Exchange v. Public Service Commission, 172 S.W.2d 952, 955 (Mo. 1943); Young v. Union Electric Co., Case No. EC-2006-0283, Order Denying Complainant's Motion for Judgment and Notice of Obligations (issued July 20, 2006). Therefore, the Commission should strike the requested relief.

16. Regarding restoration of gas service, since Marlyn Young's service at 2437 Wieck was disconnected in October 2006, he has paid his balance down to an amount roughly equivalent to the amounts transferred in from 9414 Eastchester, 2629 Terrace, and 8831 May, plus late charges. Laclede believes that Mr. Young's history of deception regarding his use of various names, addresses and SSNs, along with his February 2006 admissions, and the evidence presented both herein and in his own complaint, render his dispute frivolous. If the Consumer Services Department of the Staff agrees, Mr. Young should be required to pay all of his balance of approximately \$1340 to restore service, or at least \$500 for a cold weather rule restoration of service. If his dispute is not judged by the Staff to be frivolous, he should still be required to pay the \$660 balance from 2629 Terrace, or \$330 for a cold weather rule restoration of service.

WHEREFORE, Laclede respectfully requests that the Commission accept this Answer and strike the damage relief requested by the Complainant.

Respectfully Submitted,

/s/ Rick Zucker

Michael C. Pendergast, #31763
Vice President & Associate General Counsel
Rick Zucker, #49211
Assistant General Counsel-Regulatory

Laclede Gas Company
720 Olive Street, Room 1520
St. Louis, MO 63101
Telephone: (314) 342-0532
Facsimile: (314) 421-1979
E-mail: mpendergast@lacledegas.com
rzucker@lacledegas.com

Certificate of Service

The undersigned certifies that a true and correct copy of the foregoing pleading was served on the Complainant, the General Counsel of the Staff of the Missouri Public Service Commission, and the Office of Public Counsel on this 12th day of January, 2007 by United States mail, hand-delivery, email, or facsimile.

/s/ Rick Zucker

EXHIBIT 1

4
NON-STANDARD per RSMo 59.310

Space above this line is recording data

TITLE OF DOCUMENT: Deed Of Trust

DATE OF DOCUMENT: 10-24-03

BORROWER / GRANTOR: Rosemary Jackson, A Single Person

GRANTOR ADDRESS: 8831 May Ave, St. Louis, Mo. 63136

LENDER / GRANTEE: Marilyn Young

GRANTEES ADDRESS: 2629 Terrace Lane, St. Louis, Mo. 63116

LEGAL DESCRIPTION: The East 50 feet of the West 95 feet of the North 165 feet of Lot 2 in Block 3 of the second subdivision of the estate of Ann B. Jennings, deceased according to the plat thereof recorded in plat book 9 page 15 of the St. Louis County Records, excepting therefrom that part conveyed to the County of St. Louis for road purposes by deed recorded in book 1768 page 205.

REFERENCE BOOK AND PAGE, IF REQUIRED:

03MO12014

AFTER RECORDING RETURN TO:
NATIONS TITLE AGENCY OF MISSOURI, INC.
2 Cityplace Drive
Suite 100
St. Louis, MO 63141

Record As Is

NON-STANDARD per RSMo 59.310

EXHIBIT 2

Form 250-RTL Corp

QUIT CLAIM DEED

This Deed, Made and entered into this 16th day of July, 1999, by and between

Bi-State Housing System
1515N Watson Rd. St. Louis, MO 63132
a Company organized and existing under the laws of the State of Missouri with its principal office
in the County of St. Louis State of Missouri party of the first part, and

Marlyn Young A Single Person
9414 Eastchester Dr St. Louis, MO
63136

of the County of St. Louis, State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or parties of the second part, the following described Real Estate, situated in the County of St. Louis, MO to-wit:

LOT 14 OF WOODLAND HEIGHTS, A SUBDIVISION IN THE
ST. LOUIS COUNTY, MISSOURI ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 7, PAGE 6 OF THE
ST. LOUIS COUNTY RECORDS ALSO KNOWN AS 2929 TERRACE LANE

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever. So that neither the said party or parties of the first part, nor its successors and assigns, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party or parties of the first and second part have hereunto set their hands the day and year first above written. the said party of the first part has caused these presents to be signed by its Owner and its CO. ... seal to be hereunto affixed.

Marlyn Young
PARTY OF THE SECOND PART

David Young
OWNER
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART PARTY OF THE FIRST PART

STATE OF MISSOURI, } ss. On this 16th day of July, 1999.

OF
COUNTY OF ST. LOUIS David Young to me personally known,
before me appeared who, being by me duly sworn, did say that he is the Owner of Bi-State Housing System
a COMPANY of the State of Missouri, and that the seal affixed to the foregoing instrument is the Co-
mpany seal of said company and that said instrument was signed and sealed in behalf of said company/ by authority
of its Owner; and said Owner David Young acknowledged
said instrument to be the free act and deed of said Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
State the day and year first above written.

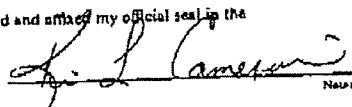
Kim L. Cameron
Notary Public

My term expires

KIM L. CAMERON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Sept. 7, 2001

STATE OF MISSOURI } ss. On this 16th day of July, 1999, before me personally appeared
at County of St. Louis Marlyn Young
to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed, as the party or parties of the second part.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
and State aforesaid, the day and year first above written.

My term expires


Notary Public

KIM L. CAMERON
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires Sept. 7, 2001

STATE OF MISSOURI } ss. On this _____ day of _____, 19____
of _____ to me personally known.
before me appeared _____
who, being by me duly sworn, did say that he is the _____ President of _____
a corporation of the State of _____, and that the seal affixed to the foregoing instrument is the cor-
porate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority
of its Board of Directors; and said _____ acknowledged
said instrument to be the free act and deed of said corporation as party of the _____ part.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and
State the day and year first above written.

My term expires

Notary Public

QUIT CLAIM DEED

FROM

TO

EXHIBIT 3

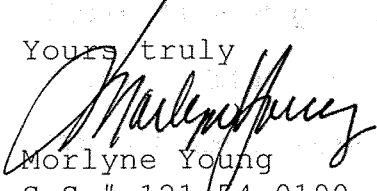
November 26, 2004

Laclede Gas Company
Bankruptcy Dept
720 Olive St.
St. Louis, MO 63101

Attn: Bankruptcy Dept:

It has come to my attention, after a review of my credit file, that you have reinstated a judgment in my credit file. This is in violation of the FDCPA. I am supposed to be notified within five days if this credit entry is reinstated in my credit file. This entry cause me to be denied credit by your company, defamation of character, and a violation of the FDCPA. This entry was removed from my file over four years ago, but you have reinstated this account as a valid debt with all three credit bureaus. I am requesting a letter from you indicating that you have remove this entry from my credit file. Please respond within 72 hours from the receipt of this letter by U.S. Mail only.

Yours truly


Morlyne Young
S.S.# 121-54-0190