

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

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

**POST-HEARING REPLY BRIEF OF LACLEDE GAS COMPANY**

**COMES NOW** Laclede Gas Company (“Laclede” or “Company”) and, in response to the Complainant Brief filed in this case by Marlyn Young on or about December 7, 2007, submits this Post-Hearing Reply Brief, and in support thereof, states as follows:

In his complaint, Mr. Young alleged that Laclede overcharged him for gas service at his home at 2437 Wieck. The evidence presented in this case overwhelmingly supports Laclede’s position that Mr. Young is indebted to Laclede in the amount of \$1,349.18 for gas service provided to him, as the named party on the account in two locations, and under the benefit of service rule in a third location. A summary of the amounts due from the various locations is set forth below. (See Transcript (Tr.) p. 104, ll. 6-18).

<u>Dates</u>	<u>Location</u>	<u>Basis of Debt</u>	<u>Amount Due</u>
1/00-2/04	2629 Terrace	Benefit of Service Rule	\$660.10
11/04-9/05	8831 May	Named Account Party	\$162.53
7/05-10/06	2437 Wieck	Named Account Party	<u>\$526.55</u>
<b>TOTAL</b>			<b>\$1349.18</b>

Both parties agree that Mr. Young established service in his name at 2437 Wieck in July 2005 (the “Wieck Account”). The parties also agree that that the Wieck Account was disconnected for non-payment in October 2006. The evidence shows that, from July 2005 until service was discontinued in October 2006, Marlyn Young underpaid the Wieck Account by \$526.55. This evidence can be found in Exhibit B, a Statement of Bills and Payments for the Wieck Account, where the sum of the bills total \$1577.15, plus late charges of \$65.53, for a total due of \$1642.68. Against these charges, Mr. Young paid \$1116.13, leaving him a balance due based solely on gas service provided to Mr. Young at 2437 Wieck of \$526.55. (See Exhibit B; Tr. p. 59, l. 21 – p. 62, l. 1).

Mr. Young was also the named party on the account at 8831 May, Account No. 300522-008 (“May Account 8”). (Tr. p. 96, ll.17-20). May Account 8 was opened in November 2004 and disconnected in September 2005. This account is a little more complicated because of multiple transactions, but it boils down to this: a balance owing of \$162.53 was ultimately transferred from May Account 8 to the Wieck Account. Originally, the amount transferred from May Account 8 to Wieck was \$729.31. (Tr. p. 100, l.2 to p. 101, l.10). Subsequently, three transfers of balances owed were transferred *out* of the Wieck Account, resulting in a net transfer of \$162.53.

The first of these three transfers sent \$112.66 from the Wieck Account back to an account on 1250 Ferguson that reflected Mr. Young’s social security number under the name Brett C. Young. This balance was transferred back to the Ferguson account, where Mr. Young had lived in the 1990s, due to it being discharged in Marlyn Young’s 2000 bankruptcy case. (Tr. p. 102, l.7 to 103, l.1; p. 151, ll. 1-15).

The second of the three transfers sent \$421.93 from the Wieck Account to an account at 8831 May in the name of Rosemary Jackson, Mr. Young's wife. The final transfer of \$32.19 was a credit based on a final meter read obtained by the Company on May Account 8. (Tr. p. 103, ll. 2-10).

Thus, of the \$729.31 transferred from May Account 8 to the Wieck Account, \$566.78 was later transferred out of the Wieck Account, leaving a net transfer of \$162.53 from the May 8 Account, which was in Mr. Young's name, to the Wieck Account. (Tr. p. 103, ll. 11-15). This net transfer amount is separately confirmed by summing all of the bills for gas service on the May 8 Account (\$1086.53) and subtracting payments made on the account (\$924.00). (See Exhibit 6).

The final portion of the debt owed by Mr. Young arises out of the transfer of a balance from an account at 2629 Terrace Lane, Account Number 308343-008 (the "Terrace Account") for service rendered between January 2000 and February 2004. The balance due on the Terrace Account is \$660.10. (Exhibit 4; Tr. p. 74, ll. 5-24). The Terrace Account is registered under the name Rosemary Jackson (Mr. Young's wife), and Mr. Young's responsibility for this debt arises out of the "Benefit of Service" Rule, which basically states that Customer A's gas service cannot be disconnected for failure to pay Customer B's bill unless Customer A received substantial benefit and use of the service provided to Customer B. (4 CSR 240-13.050(2)(D); Laclede Tariff Rule 14(2)(D)).

The issue in this case is whether Mr. Young lived at 2629 Terrace Lane, and therefore received substantial benefit and use of the gas service provided to that address. The evidence in this case conclusively demonstrated that Mr. Young did live there during

the period covered by the Terrace Account, and therefore received substantial benefit and use of the service at 2629 Terrace Lane.

Mr. Young clearly conceded that he lived on 2629 Terrace. Mr. Young admitted that he first moved to 2629 Terrace in November 1999. (Tr. p. 25, l.15 to p. 26, l.2). Mr. Young also admitted that he lived there when the Terrace Account was opened in Rosemary Jackson's name in January 2000. (Tr. p. 26, ll. 3-6). Mr. Young admitted that he continued to live there through the years 2000, 2001, 2002 and most of 2003. He was not sure about when he left 2629 Terrace, but he thought it was November 2003:

Q. And tell me when you left 2629 Terrace.

A. I believe it was – if my recollection serves me correctly, I think it was November 2003.

Q. Okay. So you were there not until February 2004, but until November 2003?

A. Yes, thereabouts, yes.

Tr. p. 26, ll. 7-12.

Mr. Young next claimed that, after moving out of 2629 Terrace about November 2003, he lived with his brother for about 60 days, and then bought the property at 8831 May. (Tr. p. 26, l.22 to p. 27, l.1). However, this testimony conflicted with information contained on a pleading Mr. Young had filed in this case in July 2007 entitled "Subject Matter of Complaint Settlement Hearing." In that pleading, Mr. Young stated that resided at 2629 Terrace Lane from July 1999 to June 2005. (Tr. p. 43, l. 14 to p. 44, l. 14).

In his Complainant Brief filed in December 2007, Mr. Young also concedes that he resided at 2629 Terrace, contending that "Complainant provided public county records that the Complainant resided at 2629 Terrace Ln. St. Louis, MO." (Complaint Brief, p. 2). Although he is not specific about time periods, his contention is consistent with other

testimony that he lived at 2629 Terrace for an extended period. Finally, during the hearing, Mr. Young voluntarily produced his driver's license (to prove his age), and the license listed his address at 2629 Terrace Lane. Since the license expired in 2010, it was probably acquired in 2003. This is simply more corroborating evidence that Mr. Young lived at 2629 Terrace during the period covered by the Terrace Account. (Tr. p. 23, ll. 10-25).

Notwithstanding Mr. Young's somewhat conflicting positions, it is undisputed that he lived on Terrace Lane from the time the Terrace Account began in January 2000 until at least November 2003. Whether he actually moved out in November 2003, or stayed until service was disconnected in February 2004, is not entirely clear.<sup>1</sup> As set forth below, however, Mr. Young's credibility is, at best, questionable. Given the amount of conflicting testimony offered by Mr. Young, the benefit of the doubt should be against him. And the fact that the Terrace Account was in the name of Mr. Young's wife, to whom he is still married and shares a post office box, makes it likely that he left Terrace Lane with her in February 2004.

Regarding Mr. Young's credibility, it is abundantly clear from the record in this case that the Commission cannot reasonably rely on Mr. Young's testimony on any issue or factual matter that may still be in dispute. To the contrary, Mr. Young became entangled in his own web of misrepresentations on a number of occasions. For example, in response to questions from Judge Jones, Mr. Young first stated that he had received no

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<sup>1</sup> The amount at issue here that was transferred from the Terrace Account to the Wieck Account is \$660.10. Even if Mr. Young is found to be held responsible for service at the Terrace Account only up to November 2003, the evidence demonstrates that the balance on the Terrace Account at that time was \$606.16. (Tr. P. 77, l.16 to p. 78, l.2).

bills or notices of disconnection prior to the disconnection of his service at 2437 Wieck.

He then claimed that he had paid for his gas service. Judge Jones then asked:

Q. How did you know how much to pay for that gas service?

A. Well, I would get a statement from the Respondent indicating what I should pay.

Judge Jones: So, you were receiving bills?

Mr. Young: Yes, but I – for that month, I don't believe I had a bill as of the time they disconnected my services. The bill may have been en route to me, but I had not gotten it yet...

Tr. p.13, l.21 – p. 14, l.16.

A more serious entanglement occurred when Mr. Young first claimed to not be married, and to never have been married, to Rosemary Jackson or anyone else. However, when confronted with evidence of his marriage to Rosemary Jackson (see Exhibit 2), Mr. Young admitted that he is married to Rosemary Jackson, a key fact impacting whether he resided at a property where the gas service was in her name. (Tr. p. 16, l. 14 to p. 19, l. 4).

Interestingly, Exhibit 2, upon which evidence Mr. Young confessed his misrepresentation, actually names the groom as “Morlyne Brett Young,” a name he would later ascribe to his brother, as discussed below. Although Mr. Young has apparently used the names Morlyne Brett Young, and Brett C. Young (Tr. p. 151), he denied ever using either a middle name or middle initial. (Tr. p. 15, l.23 to p. 14, l. 7.)

A final example involves Marlyn Young's use of both an alias name and social security number. Exhibit 1 consists of two letters, one allegedly signed by Morlyne Young, SSN #121-xx-xxxx, and the second letter signed by Marlyn Young, whose SSN #is 493-xx-xxxx. (Exhibit 1; Tr. p. 16, ll. 10-13). It does not require a handwriting expert to determine that these two letters were signed by the same person. Yet when

confronted with this use of aliases, Marlyn Young claimed that Morlyne Young was actually his younger brother, who had moved to New York, and whom Marlyn had lost track of, not knowing where he lived or how to contact him, and not having spoken to him since 2003. However, after Marlyn Young claimed to be the owner of 2437 Wieck, documents were presented to Marlyn Young indicating that 2437 Wieck was actually owned by Morlyne Young. Marlyn Young then explained that his brother, Morlyne, who he had lost track of in 2003, was actually holding the note on the property purchased by Marlyn Young in 2005, and Marlyn paid the note to Morlyne, even though he had no idea of how to contact him. (Tr. p. 21, l. 4 to p. 25, l. 3; p. 34, l. 16 to p. 35, l.1; p. 69, l. 20 to p. 71, l.7).

Marlyn Young and Morlyne Young are of course one and the same. The yarn-spinning and obvious misrepresentations by Marlyn Young severely undercuts his credibility and raises a fundamental question of whether the Commission should even continue to consider his complaint, let alone grant him the relief he requests.

With respect to Mr. Young's brief, he cites virtually no facts germane to this case that support his position. Laclede declines to address matters that are not subject to the Commission's jurisdiction, such as the Equal Credit Opportunity Act. Laclede would note that, contrary to Mr. Young's example on page 3 of his brief, the benefit of service rule only applies to adults, not to minors.

In summary, the evidence plainly shows that Mr. Young owes Laclede \$1349.18, based on unpaid gas service in his name at 2437 Wieck and 8831 May, and under the benefit of service rule, based upon unpaid gas service in the name of his wife, Rosemary Jackson, at 2629 Terrace Lane. Laclede requests that the Commission so find, further

determine that Laclede has violated no laws or rules, orders, or decisions of the Commission, and dismiss this case.

Respectfully submitted,

**/s/ Rick Zucker**

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**Certificate of Service**

The undersigned certifies that a true and correct copy of the foregoing pleading was served on the Complainant, the Staff, and the Office of Public Counsel on this 24th day of January, 2008, by United States mail, hand-delivery, email, or facsimile.

**/s/ Gerry Lynch**