

present Respondent Utility furnishing account record documents, account statements to MPSC going back to connect start date of 05/15/2002, Lot # 23, Lake Road Village Kirksville, Missouri. Case No. 2011-0247; No. EC-2012-0050 Rule 59.01 REQUEST TO ADMIT # 1.

#1. Respondent Ameren Missouri Utility [No. EC2012-0050] is respectfully requested to admit and stipulate that attached documents were assigned to (a) Consumer Collection Management account No. 3443307009. (b) Admit that assigned documents on open account No. 34433-07009 were attempts to collect debts subject to Missouri State Statute of Limitations as well as Federal Debt Collection practice Act, [statute of limitations] (5) years period from Billing.

UTILITY RESPONSE # 1.

RULE 59.01 (b) (1) REQUEST TO ADMIT # 2

Respondent Utility is requested to admit that Ameren Missouri open account records assigned for debt collection purposes is (a) Material to pending claims, issues, limitations, defenses presently contested in MPSC case file Numbers EC-2011-0247; No. EC-2012-0050.

RESPONDENT'S RESPONSE # 2

Rule 59.01 REQUEST TO ADMIT # 3.

3. Respondent Utility is requested to admit and stipulate that Account No. 3443307009 represented by Consumer Collection Management, Inc., date Notice, April 04, 2012 [CIB NO. 4527697] is materially and factually different from Consumer Collection Management, Inc., June 03, 2008, alleged account No. 3443307018, service date 04/23/2008 in the alleged due amount of \$846.15.

RESPONDENT'S RESPONSE # 3

REQUEST TO ADMIT # 4.

4. Respondent Utility is respectfully requested to admit that document, notices, alleged statements, alleged debts due, filed, and served upon Complainant Small, by Consumer Collection Management, is imputed to Respondent Utility Union Electric Company, d/b/a Ameren Missouri, in case Nos. MPSC EC-2011-0247 ; No. EC-2012-0050 2013 time period and continuing.

RESPONDENT'S RESPONSE # 4.

REQUEST TO ADMIT FACTS # 5.

On March 28, 2011 Respondent Agent Cathy Hart documented that a final bill of \$ 846.15 was allegedly due resulting in electric service accommodations, LOT # 23, Kirksville, Mo. On June 03, 2008 Consumer collection Management. Inc., notified CP Small of an alleged debt due in the amount of \$846.15. RESPONDENT Utility is requested to admit that Utility's claimed amount due on June 03, 2008 by Consumer Collection and the March 28, 2011 Final Bill alleged amount of \$846.15 assigned to Consumer Collection Management Inc., involve the exact same electric service Account No. 3443307009 provided by Kirksville, Mo. Green Hills Office, Ms. Sweet, reflected in Respondent's 2012 Computer data system record keeping system, View Disconnect Service Order No.054516541; Field Order: N0. 197723219; Completed 04/14/2008; Overdue amount details \$0.00. Copy of original document Disconnect Order, 054516541 filed with MPSC Data Center and Cathy Hart on or about January 04, 2013, by complainant Small.

Respondent Utility is requested to admit statements made in Part/Request # 5 is factually accurate and continuing in 2013 time period.

RESPONDNET UTILITY'S RESPONSE # 5.

REQUEST TO ADMIT FACTS # 6

4 CSR 240-13.050 Subpart (4) DISCONNECT OF SERVICE, state, (4), The NOTICE of Disconnect shall contain the following, (4) (B) [" A statement of the reason for the proposed discontinuance of service and the cost for reconnection."]

Respondent Utility is respectfully requested to ADMIT that Respondent Agent presently maintain no evidence that on or about 04/17/2005 and Disconnect on 04/14/2008, Utility agent performed its duty to provide the reason for the 04/17/2007 and 04/14/2008 disconnect of service, failed to provide NOTICE of the date after which service would be

disconnected,[Door hanger notices] failed to provide Customer Small a 4 CSR 240-13.050 (4)(D) notice. Utility Co. also failed to make, create or maintain a record required by 4 CSR 240-13.050(5), first class notice at least 10 days prior to the 04/00/2007 and 04/14/ 2008 illegal disconnect. Utility also failed to deliver a written NOTICE by hand delivery [or any other means] to Customer Small at least Ninety -Six (96) hours prior to the illegal disconnect[s] LOT # 23, 23067 Potter Trail, Lake Road Village Park Kirksville, Missouri.

6 RESPONDENT UTILITY AMEREN MISSOURI is respectfully requested to Admit that Utility rule violations stated in Request # 6 [4 CSR 240-13.050] as being (a) relevant facts presently subject to contested case No. EC-2011-0247; No. EC-2012-0050 and (b) admit request No. # 6 is factually accurate in 2013 time period, now subject to summary disposition.

RESPONDENT UTILITY'S RESPONSE # 6

REQUEST TO ADMIT FACTS # 7

On April 26, 2011, Agent supervisor Cathy Hart, provided Data Request responses. On 04/17/2007 Service Order No: 160397244; Field Order No: 169487191 confirm a disconnect service at # LOT 23.

RESPONDENT is respectfully requested to ADMIT that at no time did the Utility maintain a valid record of NOTICES to customer Small prior to or after disconnect, as mandated by 4 CSR 240-13.050 rules, regulations, tariff. Admit that REQUEST # 7 factors are indeed relevant to services and accommodations involving a disable Iowa Resident, CP Small.

RESPONDNET UTILITY'S RESPONSE # 7.

REQUEST TO ADMIT FACTS # 8

On August 13, 2010, 3:33 PM Respondent Agent Breeze M. Benton assimilated account records which reflect the following in part[“ On 06/13/2006, we advised Mr. Small that we would accept a minimum of \$ 177.44 to prevent disconnection. Mr. Small stated he would only pay \$100.00 and requested his call be escalated. After speaking with a leader and supervisor, we advised Mr. Small to pay either \$175.00 by 06/14/10 or \$152 by 06/14/10 with a payment agreement.] The alleged phone contact [call] is materially false by some two (4) years. On March 28, 2011 Supervisor Cathy Hart, statement of account show a Final Bill in the Amount of \$846.15, charges off as of 05/27/2008.

It is noted that Breeze M Benton LOG # C201101337 as of 06/13/2006 alleged acceptance on Open Account \$177.44 [“We advised Mr. Small to pay either \$177.00 by 06/14/10 or \$152.00 by 06/14/2006”] these alleged fact appears of UE.AM.MO. record some four (4) years after the Final Bill date of 05/27/2008 as represented by Supervisor Cathy Hart, on or about March 28, 2011. Please See attached exhibits.

RESPONDENT UTILITY is respectfully requested to admit that UE.AM.MO. open account records furnished to Customer Small is material to the present contested issues, and appear falsified in 2013 time period and continuing unresolved.

RESPONDENT UTILITY'S RESPONSE # 8

REQUEST TO ADMIT # 9

Mo. R. Civ. Proc. Rule 55.08 permits a pleading party to plead various affirmative defenses.

On November 29, 2012 Respondent Utility filed its Answer to CP Small's Amended Complaint allegations.

Any affirmative defenses permitted under R. 55.08 not pleaded are waived.

RESPONDENT UTILITY is requested to admit that it has waived any affirmative avoidance as to applicable statute of

Limitations defenses as of November 29, 2012, No. EC- 2011-0247; No. EC2012-0050.

RESPONDENT UTILITY'S RESPONSE # 9

REQUEST TO ADMIT FACTS # 10

On June 03, 2008 Consumer Collection Management [Agent for Ameren Missouri] attempts to collect monies on Account No. 3443307009.

Respondent Utility is respectfully requested to admit that the alleged debt of \$846.15 [Final Bill 5/17/2008] included a Kirksville Mini Tax, authorized by and through (a) Kirksville City Ordinance (b) Franchise Agreement between UE.AM.MO. & Kirksville, (c) authorized by other Missouri taxing authority. (d) Kirksville Mini Tax issues are relevant to alleged services and accommodations subject to MPSC No. EC-2011-0247, No. EC-2012-0050.

RESPONDENT UTILITY'S RESPONSE # 10

REQUEST TO ADMIT FACTS # 11

RESPONDENT UTILITY is requested to admit that each KWH used at LOT # 23, 23067, Potter Trail, Kirksville, Mo. from 05/15/2002 Original Connection of service, through April 14, 2008 [disconnect action] alleged service is subject to Kirksville Mini Tax, then paid directly to Kirksville, Missouri revenue ACCOUNT Department.

RESPONDENT UTILITY'S RESPONSE # 11.

REQUEST TO ADMIT FACTS # 12.

In the event that \$ 0.00 on open account # 3443307009 is ultimately found to prevail in contested case MPSC No. EC-2011-0247. No. EC-2012-0050, \$0.00 would be due to Kirksville Mo. Revenue department in context to Mini Taxing authority, Adair County, Missouri jurisdiction.

RESPONDENT UTILITY is requested to admit that Open Account Electrical Monthly Billing statements,[Account No. 3443307009] Kirksville, Mo. Mini Taxing power and authority is relevant to contested case proceeding before the MPSC, and subject to Mo. R. Civ. Proc. Rule 59.01 et seq.

RESPONDENT UTILITY'S RESPONSE # 12.

REQUEST TO ADMIT FACTS # 13.

Respondent Utility is requested to admit that its November 28, 2012 RESPONSE TO AMENED ALLEGATIONS, is in fact (a) Pleading, (b) fails to disclose specific amounts of alleged debts due after the statute of limitations on open account ran back to 2005-2006 time period.(c) Utility's Response to

Amended Allegations[11/28/2012] fails to make a short and plain statement of facts showing that the Utility pleader is entitled to the defense or avoidance of state of Missouri, Iowa or Federal Statute of limitations in context to Federal Debt Collection Act standards. Mo. R. Civ. Proc. Rule 55.08

Affirmative Defenses.

RESPONDENT UTILITY'S RESPONSE # 13.

REQUEST TO ADMIT FACTS # 14

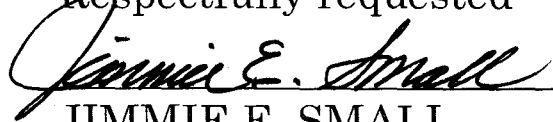
Mo. R. Civ. Proc. Rule 55.09 Failure to Deny, Effect state in relevant part, [Specific averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in a responsive pleading.]

Respondent Utility, its agents and assigns is requested to Admit that its Pleading / **RESPONSE TO AMENDED ALLEGATIONS** is in fact an (a) ANSWER to a Pleading No. MPSC EC-2012-0050, by 11/29/2012 (b) Admit its pleading

fails to plead Rule 55.08 affirmative defenses as to the Amount allegedly due in December 2012 and continuing in 2013 time period, after applicable statute of limitations doctrine had ran on its open accounts.

RESPONDENT UTILITY'S RESPONSE # 14.

Respectfully requested

A handwritten signature in cursive script, reading "Jimmie E. Small", written over a horizontal line.

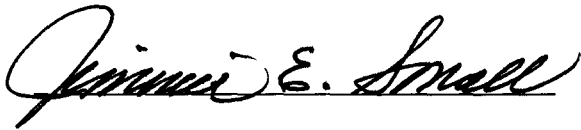
JIMMIE E. SMALL

606 West Hwy # 2

Milton, Iowa, 52570

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of CP Small's Request to Admit facts, were served upon data center, Office of Public Counsel and Respondent Utility counsel owing to the longstanding nature of discovery violations by the Utility. All filed and served on this 07 day of January 2013.

A handwritten signature in cursive script, reading "Jimmie E. Small". The signature is written in black ink and is positioned above the printed name.

Jimmie E. Small

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

Jimmie E. Small,)	
Complainant,)	
)	
vs.)	Case No: EC-2012-0050
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

RESPONSE TO AMENDED ALLEGATIONS

COMES NOW, Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri" or "Company"), and for its Response to Amended Allegations filed in this proceeding, states as follows:

1. On August 15, 2011, Mr. Jimmie E. Small, with a residence address of 606 West Highway #2, Milton, Iowa 52570 (Complainant) and a service address of 23 Lake Road Ct., 23067 Potter Trail, Kirksville, MO 63501, initiated this proceeding against the Company.
2. On October 25, 2012, Complainant filed a Motion for Order (the "Motion"), raising for the first time an allegation that his electric service at the above service address was disconnected in 2008 in violation of the Cold Weather Rule, 4 CSR 240-13.055.
3. On October 29, 2012, the Commission denied that portion of Complainant's Motion that the Commission determined was a motion for reconsideration of its March 14, 2012 Order denying his request for summary determination of his Complaint. In its October 29, 2012 Order, the Commission determined that Complainant's allegation against the Company in his Motion regarding the Cold Weather Rule constituted a motion to amend his Complaint to allege that the Company violated the Cold Weather Rule when it disconnected his electric in 2008. The Commission granted said motion to amend, and also granted the Company an opportunity to respond to the more specific allegations, by November 28, 2012.
4. This Response to Amended Allegations is a response only to the allegation that the Company violated the Cold Weather Rule during 2006-2008 when it disconnected Complainant's electric utility service. To the extent relevant to Complainant's Cold Weather

Rule violation allegation or his allegation that the Company falsified documentation of his electric service account records, the Company hereby incorporates by reference its Answer to Complainant's original Complaint in this Case, which Answer was filed September 13, 2011. Any other allegation contained in Complainant's Motion that is not specifically admitted herein by the Company should be considered denied.

5. References hereafter to numbered paragraphs refer to the numbered paragraphs of Complainant's Motion.

6. Ameren Missouri denies the allegations of paragraph 15 of the Motion. In further answer, Ameren Missouri states that Form 4425NS, a copy which Complainant has attached to the Motion at page 31, was used by the Company to provide information to Ameren's utility service customers about the Commission's Cold Weather Rule, 4 CSR 240-13.055 and the general terms and conditions under which its customers may enter into Cold Weather Rule payment plans, but that providing said form to Complainant could not and did not create a Cold Weather Rule payment plan with Complainant, and that Complainant in fact did not enter into a Cold Weather Rule payment agreement with the Company at any time between November 1, 2006 and March 31, 2007.

7. Ameren Missouri admits the allegation of paragraph 16 of the Motion.

8. Ameren Missouri denies the allegations of paragraph 17 of the Motion. In further answer, Ameren Missouri states that Complainant's electric utility service at Lot #23, 23067 Potter Trail, Kirksville, Missouri was not disconnected on January 14, 2008, but rather was disconnected on April 14, 2008, and to clarify, offers the following brief chronology:

- a. As of January 14, 2008, the total bill due from Complainant was \$***.**.
- b. On January 31, 2008, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$***.** and late pay charges of \$.** (totaling \$***.**). On January 31, 2008 and February 5, 2008, the Company also mailed disconnect notices to Complainant, advising Complainant that unless the then \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after February 15, 2008. Although Complainant made no payments, his service was not disconnected because the order to cut his service became void before service could be cut.
- c. On February 29, 2008, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$***.**, and late pay charges of \$.** (totaling \$***.**).

d. On April 1, 2008, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$**.**, and late pay charges of \$**.** (totaling \$***.**). On March 26, 2008 and March 31, 2008, the Company mailed disconnect notices to Complainant, advising Complainant that unless the then \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after April 10, 2008.

e. Complainant failed to make the required payment and his service was disconnected on April 14, 2008.

9. Ameren Missouri admits it mailed a disconnect notice which reads as provided in paragraph 18 of the Motion. Ameren Missouri denies the remaining allegations of paragraph 18 of the Motion. To clarify the time period to which said notice applied, the Company offers the following brief chronology:

a. As of January 12, 2007, the total bill due from Complainant was \$***.**. On January 26, 2007 the Company received a payment of \$**.**, leaving a balance of \$***.** due.

b. On January 30, 2007, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$***.**, and late pay charges of \$**.** (totaling \$***.**). On January 31, 2007 and February 5, 2007, the Company also mailed disconnect notices to Complainant, advising Complainant that unless the then \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after February 15, 2007. Although Complainant made no payments, his service was not disconnected because the order to cut his service was voided due to a new amount that entered collections during that time period.

c. On February 28, 2007, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$***.**, and late pay charges of \$**.** (totaling \$***.**). On March 8, 2007, the Company received a payment in the amount of \$**.**.

d. On March 29, 2007, the Company billed Complainant for a prior delinquent balance of \$***.**, current charges of \$**.**, and late pay charges of \$**.** (totaling \$***.**). On March 29, 2007 and April 3, 2007, the Company mailed disconnect notices to Complainant, advising Complainant that unless the then \$***.** delinquent balance was paid, his service would be disconnected for nonpayment on or after April 16, 2007.

e. Complainant failed to make the required payment and his service was disconnected on April 17, 2007.

f. On April 19, 2007 the Company received a \$***.** payment from Complainant. On April 25, 2007, a final bill in the amount of \$***.** (\$***.** minus the \$***.** payment plus \$**.** for utility service from March 28, 2007 through April 17, 2007) was mailed to Complainant.

10. Ameren Missouri denies the allegations of paragraph 19 of the Motion.

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complaint's requests for relief.

SMITH LEWIS, LLP

/s/Sarah E. Giboney
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(573) 442-6686 (Facsimile)
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Attorney for Ameren Missouri

By: /s/ Wendy K. Tatro
Wendy K. Tatro, # 60261
Associate General Counsel
Ameren Services Company
P.O. Box 66149
St. Louis, MO 63166-6149
(314) 554-3484 (phone)
(314) 554-4014 (fax)
AmerenMOService@ameren.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Response to Amended Allegations was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 28th day of November, 2012.

Nathan Williams
Deputy General Counsel
Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
Nathan.williams@psc.mo.gov

Lewis Mills
Office Of Public Counsel
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov
Lewis.mills@ded.mo.gov

Jimmie E. Small
Complainant
606 West Highway #2
Milton, IA 52570

/s/ Sarah E. Giboney
Sarah E. Giboney



Consumer Collection Management, Inc.

April 4, 2012

Jim Small – SR0726
606 West Highway 2
Milton, IA 52570

RE: Disputed Account
SS#: 490-48-9768
Original Creditor: Ameren Missouri
Account#: 3443307009
CBI#: 4527697
Amount: \$495.78

Dear Sir or Madam:

This letter is to advise you that the above account has been canceled from our office as of 1/8/2008. We forwarded this information to Trans Union, Equifax, and Experian Credit Bureaus on 1/31/2008 and again on 4/4/2012. We have requested the accounts be deleted from your credit history. Consumer reporting agencies may take up to 30 days or longer to update consumer reports and this is beyond our control.

Please feel free to give us a call if you should have any questions.

This is an attempt to collect a debt by a debt collector. Any information obtained will be used for that purpose.

Sincerely,

Angela Martin
Resolutions Coordinator

ments as provided in this Rule 55.07 and shall not generally deny all the specific averments.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973. Amended June 1, 1993, eff. Jan. 1, 1994.)

55.08. Affirmative Defenses

In pleading to a preceding pleading, a party shall set forth all applicable affirmative defenses and avoidances, including but not limited to accord and satisfaction, arbitration and award, assumption of risk, contributory negligence, comparative fault, state of the art as provided by statute, seller in the stream of commerce as provided by statute, discharge in bankruptcy, duress, estoppel, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, payment, release, res judicata, statute of frauds, statute of limitations, truth in defamation, waiver, and any other matter constituting an avoidance or affirmative defense. A pleading that sets forth an affirmative defense or avoidance shall contain a short and plain statement of the facts showing that the pleader is entitled to the defense or avoidance. When a party has mistakenly designated a defense as a counterclaim or a counterclaim as a defense, the court may treat the pleadings as if there had been a proper designation.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973. Amended June 1, 1993, eff. Jan. 1, 1994.)

55.09. Failure to Deny, Effect

Specific averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleadings. Specific averments in a pleading to which no responsive pleading is required shall be taken as denied.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973. Amended June 1, 1993, eff. Jan. 1, 1994.)

Committee Note—1974

This is substantially the same as prior Rule 55.11.

The phrase "or avoided" in the prior rule was deleted because of the change in Rule 55.01 requiring a reply when matters are to be avoided.

Compare: Rule 8(d) of the Federal Rules of Civil Procedure.

55.10. Pleading in Alternative—Consistency

A party may set forth two or more statements of a claim or defense alternately or hypothetically, either in one count or defense or in separate counts or defenses. When two or more statements are made in the alternative and one of them if made independently would be sufficient, the pleading is not made insufficient by the insufficiency of one or more of the alternative statements. A party may also state as many separate claims or defenses as the party has

regardless of consistency and whether based on legal or equitable grounds.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973. Amended Sept. 28, 1993, eff. Jan. 1, 1994.)

Committee Note—1974

The source is prior Rule 55.12. The phrase "regardless of consistency" has been added.

Compare: Rule 8(e)(2) of the Federal Rules of Civil Procedure.

55.11. Averments, How Made

All averments of claim or defense shall be made in numbered paragraphs, the contents of each of which shall be limited as far as practicable to a statement of a single set of circumstances; and a paragraph may be referred to by number in all succeeding pleadings. Each claim founded upon a separate transaction or occurrence and each defense other than denials shall be stated in a separate count or defense whenever a separation facilitates the clear presentation of the matters set forth.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973.)

Committee Note—1974

This is the same as prior Rule 55.13.

Compare: Rule 10(b) of the Federal Rules of Civil Procedure.

55.12. Adoption of Statements By Reference—Exhibits

Statements in a pleading may be adopted by reference in a different part of the same pleading or in another pleading or in any motion. An exhibit to a pleading is a part thereof for all purposes.

(Adopted Jan. 19, 1973, eff. Sept. 1, 1973.)

Committee Note—1974

This is the same as prior Rule 55.14.

Compare: Rule 10(c) of the Federal Rules of Civil Procedure.

55.13. Averments as to Capacity or Authority of Parties to Sue or be Sued

It shall be sufficient to aver the ultimate fact of the capacity of a party to sue or be sued or the authority of a party to sue or be sued in a representative capacity or the legal existence of a corporation or of an organized association of persons that is made a party. When a person desires to raise an issue as to the legal existence of any party or the capacity of any party to sue or be sued or the authority of a party to sue or be sued in a representative capacity, the person shall do so by specific negative averment, which shall include such supporting particulars as are peculiarly within the pleader's knowledge. When a party so

SUBPOENA DUCES TECUM



STATE OF MISSOURI. To AMEREN MISSOURI, AGENTS & ASSIGNS.
E NO. EC-2011-0247

are hereby commanded to be and appear personally before The Public Service Commission of the State of

Missouri or any Commissioner thereof on the 29th day of April, 2011 at

6 o'clock of that day, at 200 Madison Street, Room 305 Jefferson City in the County of Cole,

State of Missouri, to ^{JES}testify at a hearing in the matter of: JIMMIE E. SMALL,

PLAINTANT, vs. AMEREN MISSOURI, RESPONDENT,

that you bring with you and produce at said hearing ^{JES}(a) METER SEAL-LOCK-SECURITY ^{msl}
ADS #172006 #4677914 ^(b) ALL FIELD SERVICE RECORDS FOR SEAC
4677914, COTA #23, SERVICE LOCAT. OR, 23067 POTTEL TRAIL, RIAKSVILLE ^{MO.}
half of COMPLAINANT SMALL and hereof fail not at your peril. The person or officer serving
ORDER NO. 57623981 ^(c) AMF reading for #57623981 as of first ^{disconn}

under my hand, this 19th day of APRIL, 2011.

[Signature] SECRETARY
[Title]

RETURN

REBY CERTIFY that I have served the within writ by reading the same in the presence and hearing of the

named Kathy Hart on the 19th day of April, 2011, in

Cole County, in the State of Missouri.

Jimmie E. Small Complainant EC-2011-0247 P.S.C. ^{mo.}
ADA ^[Title] ADA

On 07/10/06, we received two payments totaling \$77.95. The excess amount of \$25.00 went toward the additional payment agreement installments.

On 07/28/06, a bill was mailed in the amount of \$55.57. This included current charges of \$30.57 and a payment agreement installment of \$25.00.

On 08/28/06, a bill was mailed in the amount of \$166.28. This included current charges of \$30.98, a defaulted payment agreement amount of \$78.89, a prior balance of \$55.57 and late pay charges totaling \$0.84.

We continued receiving partial payments toward the account until service was eventually disconnected for non payment on 04/17/07.

On 03/29/07, a bill was mailed in the amount of \$648.16. This included current charges of \$89.98, a prior balance of \$549.90 and late pay charges totaling \$8.28.

Disconnect notices were mailed on 03/29/07 and 04/03/07 for \$549.90.

On 04/17/07, service was disconnected for non payment.

On 04/19/07, we received a payment of \$200.00.

On 04/25/07, a final bill was mailed in the amount of \$495.78.

On 11/13/07, you called to see what would be needed to restore service. We advised we would reconnect the service for a payment of \$130.00 and a payment agreement on the remaining balance.

On 12/19/07, you called in a payment of \$130.00 and an order was issued to restore service at 23 LAKEROAD CT.

On 12/31/07, a bill was mailed in the amount of \$415.42. This included current charges of \$49.64 and the transferred balance of \$365.78 from the previously finaled account number.

On 01/31/08, a bill was mailed in the amount of \$564.75. This included current charges of \$148.59, a prior balance of \$415.42 and late pay charges totaling \$0.74.

On 02/14/08, you contacted us to advise that the payment agreement had not been established on the new account, as had been previously discussed. The representative tried transferring the call to the billing department. The call must have been lost, however, as there are no additional notes on the account.

Service continued in your name at that location until 04/14/08 when service was disconnected for non payment.

On 04/23/08, a final bill was mailed in the amount of \$846.15.