

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS  
Evidentiary Hearing  
January 19, 2016  
Jefferson City, Missouri  
Volume 2

Staff Of The Missouri Public Service Commission,	)	
	)	
Complainant,	)	File No. EC-2015-0309
	)	
vs.	)	
	)	
Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company,	)	
	)	
Respondents.	)	

MORRIS L. WOODRUFF, Presiding  
CHIEF REGULATORY LAW JUDGE  
DANIEL Y. HALL, Chairman,  
WILLIAM P. KENNEY,  
SCOTT T. RUPP,  
MAIDA J. COLEMAN  
COMMISSIONERS

REPORTED BY:  
Tracy Taylor, CCR No. 939  
TIGER COURT REPORTING, LLC

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A P P E A R A N C E S

ROBERT J. HACK, Attorney at Law  
Kansas City Power & Light Company  
1200 Main, 16th Floor  
Kansas City, Missouri 64105  
816.556.2791  
FOR: Kansas City Power & Light Company  
KCP&L Greater Missouri Operations Company

JAMES M. FISCHER, Attorney at Law  
Fischer & Dority, PC  
101 Madison, Suite 400  
Jefferson City, Missouri 65101  
573.636.6758  
FOR: Kansas City Power & Light Company  
KCP&L Greater Missouri Operations Company

TIMOTHY OPITZ, Senior Counsel  
CYDNEY MAYFIELD, Deputy Public Counsel  
PO Box 2230  
Jefferson City, Missouri 65102  
573.751.5558  
FOR: Office of the Public Counsel

KEVIN A. THOMPSON, Chief Staff Counsel  
STEVEN DOTTHEIM, Chief Deputy Staff  
WHITNEY PAYNE, Assistant Staff Counsel  
MARCELLA MUETH, Assistant Staff Counsel  
JAMIE MYERS, Assistant Staff Counsel  
MARK JOHNSON, Assistant Staff Counsel  
200 Madison Street, Suite 800  
PO Box 360  
Jefferson City, Missouri 65102-0360  
573.751.4140  
FOR: Staff of the Missouri Public Service Commission

1 (Staff Exhibits 1-HC, 1-NP, 2-HC, 2-NP,  
2 3-HC, 3-NP, 4-HC, 4-NP and 5 were marked.)

3 (KCP&L/GMO Exhibits 100-HC, 100-NP,  
4 101-HC, 101-NP, 102-HC, 102-NP, 103 and 104 were  
5 marked for identification.)

6 JUDGE WOODRUFF: Good morning, everyone.  
7 We're ready to get started.

8 We're here for a hearing in File  
9 Number EC-2015-0309, which is Staff's Complaint  
10 against Kansas City Power & Light Company and  
11 Greater Missouri Operations Company. We'll start  
12 today off by taking entries of appearance beginning  
13 with Staff.

14 MR. THOMPSON: Thank you, Judge.  
15 Kevin Thompson, Steve Dottheim, Jamie Myers,  
16 Jacob Westen, Whitney Payne and Mark Johnson for the  
17 Staff of the Missouri Public Service Commission, Post  
18 Office Box 360, Jefferson City, Missouri 65102.

19 JUDGE WOODRUFF: Thank you. And for  
20 Office of Public Counsel?

21 MR. OPITZ: Thank you, Judge. For Office  
22 of Public Counsel, Tim Opitz and Cydney Mayfield, Post  
23 Office Box 2230, Jefferson City, Missouri 65102.

24 JUDGE WOODRUFF: Thank you. And for KCPL  
25 and GMO.

1 MR. FISCHER: Yes. On behalf of the  
2 respondents, let the record reflect the appearance of  
3 Rob Hack and James Fischer on behalf of KCPL and GMO.

4 JUDGE WOODRUFF: That's all the parties  
5 so all the appearances. At this time we'll go off the  
6 record for a moment and go ahead and pre-mark a few  
7 exhibits.

8 (Office of Public Counsel Exhibits 6-HC  
9 and 6-NP were marked for identification.)

10 JUDGE WOODRUFF: Ready to begin with  
11 opening statements, beginning with Staff.

12 MR. THOMPSON: Thank you, Judge. May it  
13 please the Commission.

14 This is a complaint case brought by the  
15 Staff against two electric utilities, Kansas City  
16 Power & Light Company and Kansas City Power & Light  
17 Greater Missouri Operations Company. We typically  
18 refer to the first as KCPL and the second as GMO, and  
19 I'll refer to them that way today.

20 They are sister companies. They're both  
21 owned by the same entity, Great Plains Energy. In  
22 fact, GMO has no employees, and it is operated by the  
23 employees of KCPL pursuant to an operating agreement.  
24 You might recall that GMO was once known as Aquila and  
25 was an independent electric utility. They're both

1 located in the Kansas City area. This complaint deals  
2 with the relationship of KCPL and GMO to another  
3 company, an unaffiliated company called Allconnect.

4 Allconnect is a Georgia Company.

5 Allconnect is a telemarketer, but it's a special kind  
6 of telemarketer. They don't call you during dinner in  
7 order to try to sell you things. Instead, they make  
8 agreements with utility companies who are able to  
9 identify for Allconnect their special target audience,  
10 their special targeted customers. And those targeted  
11 customers are people who are in the process of moving  
12 to a new home; people who may be interested in  
13 services at their new location, services such as  
14 telephone, internet, things of that nature,  
15 television.

16 So an agreement was made with Allconnect  
17 pursuant to which KCPL and GMO direct the telephone  
18 calls of people within that targeted customer group to  
19 Allconnect. They transfer the calls to Allconnect.  
20 First, they collect from them the information that the  
21 utility has to have: name, address, where the service  
22 is going to be, address where the bill must be sent  
23 and date that the service is to be started. They  
24 collect that information from the customer, some of  
25 whom are already customers of the Company and are

1 moving from one location in the service area to  
2 another and some of whom are new to the Company. They  
3 collect that information and then they transfer the  
4 information and the call to Allconnect.

5 Allconnect then goes over the information  
6 that's been transferred to verify that it is accurate.  
7 And when that's completed, they then attempt to sell  
8 services and products to the customer. Now, some of  
9 those customers that are transferred are irate when  
10 they realize they've now fallen into the hands of a  
11 telemarketer. Some of them are not particularly  
12 concerned and some are even grateful for the  
13 opportunity to get their phone and their internet and  
14 everything else in one location. So I will not tell  
15 you that customers -- all of them are upset or  
16 indignant or frustrated or enraged, because that's not  
17 the truth.

18 The agreement that was made, neither KCPL  
19 nor GMO signed that agreement. Instead, it was  
20 executed by an affiliate called GPES, Great Plains  
21 Energy Service Company. GPES executed the agreement,  
22 entered into the agreement with Allconnect on behalf  
23 of KCPL and GMO. And for that reason, this is an  
24 affiliate transaction and it falls within the  
25 Commission's Affiliate Transaction Rule. They chose

1 to structure their arrangement that way and they are  
2 stuck with the consequences of that structuring. They  
3 could have structured it a different way, but they did  
4 not.

5 So Staff believes that this conduct is  
6 repugnant. I'll say that plain. Staff believes it's  
7 an instance of a company mining its customers like a  
8 vein of ore for additional revenue. You may not  
9 agree.

10 We have brought this case to you on three  
11 theories, three theories of why we believe it's a  
12 violation. The first theory has to do with Section  
13 393.190.1, which requires a utility to get  
14 authorization from the Commission before it sells or  
15 transfers an asset that is valuable, useful or  
16 necessary in serving the public. We believe the  
17 information that KCP&L and GMO collect from their  
18 calling customers, the information that they then  
19 transfer to Allconnect, is a valuable part of their  
20 works in system. It's necessary in order to serve  
21 those customers. In fact, they wouldn't collect it if  
22 it was not necessary.

23 The second theory that we bring you has  
24 to do with the Affiliate Transactions Rule. Part of  
25 that Rule -- and I'm looking for the citation, it's

1 4 CSR 240-20.015(2)(c). That Rule forbids the  
 2 disclosure of specific customer information to either  
 3 an affiliated entity or an unaffiliated entity without  
 4 either the permission of the customer or a statute,  
 5 rule or order that permits the transfer. It is  
 6 Staff's position that there is no statute, rule or  
 7 order permitting this transfer or disclosure of  
 8 information by KCPL and GMO to Allconnect, and the  
 9 calls are structured so that consent from the customer  
 10 is never even requested.

11 What Staff learned in its  
 12 investigation of this matter is that there are two  
 13 different models that Allconnect uses. One of them is  
 14 called the consent, or transfer model, and one of  
 15 them's called the confirmation model. The latter, the  
 16 confirmation model, is the one that is used by  
 17 KCPL/GMO. That one is designed to maximize the number  
 18 of transferred calls specifically by not asking for  
 19 the customer's consent to be transferred. In the  
 20 other model, the one that is not used, they first ask  
 21 for the customer's consent. The bump in the road is  
 22 that many customers do not consent. Staff believes  
 23 that the facts in this case of that provision of the  
 24 Affiliate Transaction Rule 015(2)(c), that forbids  
 25 unauthorized disclosure of information.



1           The third theory that we bring you has to  
2 do with the Commission's billing rule for residential  
3 customers, the Service and Billing Practices Rule at  
4 4 CSR-20-13.040(2)(a). That Rule requires a utility  
5 to have qualified customer service personnel on duty  
6 during business hours in order to deal with customer  
7 inquiries and complaints.

8           Now, of course, KCPL and GMO did have  
9 such personnel on duty. We believe the violation lies  
10 in the fact that the calls were transferred away from  
11 KCPL and GMO to Allconnect. It is our position that  
12 the Allconnect personnel, who are, after all,  
13 telemarketers, not trained utility customer services  
14 personnel, do not qualify under the Rule.

15           So even though they had a fully equipped  
16 call center manned by well trained and very capable  
17 utility customer services personnel, the calls were  
18 transferred away from that call center to Allconnect's  
19 call center, which is manned by people whose job is to  
20 sell you things over the phone. That's where we  
21 believe the violation lies under that theory.

22           Now, this is an unusual case because KCPL  
23 and GMO do not deny the conduct. They deny that the  
24 conduct violates anything. And you're going to hear  
25 about that at great length through Mr. Fischer in just

1 a moment. I have here a helpful list of the  
2 admissions that KCPL and GMO made in their Answer.  
3 You will recall that an Answer is a pleading in  
4 response to a Complaint where the party who is being  
5 charged with something goes paragraph by paragraph  
6 indicating what they admit or agree to and what they  
7 deny.

8 I want to make something very plain.  
9 Although this is a complaint case, Staff is by no  
10 means out to get these utilities. This is not an  
11 action that has been brought in anger or as an  
12 expression of rancor. Rather, it is a practice that  
13 Staff believes is questionable and that Staff has used  
14 this method to bring to the attention of the  
15 Commission, so that you may rule on whether you  
16 believe it is a violation or not. We have presented  
17 three different theories for you to consider.

18 I will leave you with one thought, and  
19 that is, if you find no violation, if you find no  
20 violation, then it will not be long before every major  
21 utility in this state is doing the same thing. Why?  
22 Because they cannot leave this revenue stream on the  
23 table untapped. Their shareholders will demand that  
24 they seek out this revenue stream and capture it for  
25 themselves. So I think the Commission needs to

1 consider whether it wants this practice to become  
2 widespread in the state of Missouri.

3 Thank you very much.

4 JUDGE WOODRUFF: Questions, Mr. Chairman?

5 CHAIRMAN HALL: Yes. I have a few.

6 Good morning, Mr. Thompson.

7 MR. THOMPSON: Good morning, sir.

8 CHAIRMAN HALL: First of all, let me ask  
9 you about the document that you handed out. This is a  
10 document that -- it's titled KCP&L and GMO Admissions.  
11 Staff put this document together? It's not an excerpt  
12 from the Answer?

13 MR. THOMPSON: No. It's -- it's -- I  
14 compiled it myself.

15 CHAIRMAN HALL: Okay. I would be  
16 interested to know if -- if KCP&L and GMO had any  
17 thoughts on the document. I assume it's --  
18 apparently, you're paraphrasing the Answer?

19 MR. THOMPSON: Yes, sir.

20 CHAIRMAN HALL: So -- and you've not --  
21 you've not offered it as evidence. It's just for  
22 benefit of --

23 MR. THOMPSON: Exactly. The Commission  
24 has already received it, in effect, because, of  
25 course, it forms the core of the motion for summary

1 determination that was filed earlier in this case,  
2 which necessarily includes a statement of the  
3 undisputed material facts.

4 CHAIRMAN HALL: All right. Let me start  
5 with -- or continue with 393.190. What does Staff  
6 believe is the purpose of that statute?

7 MR. THOMPSON: To preserve the integrity  
8 of utility facilities that are necessary for serving  
9 the public.

10 CHAIRMAN HALL: To preserve the  
11 integrity. To me, it seems that what the -- what the  
12 statute is designed to do is to make sure that, if --  
13 if a regulat-- if a regulated utility were to transfer  
14 or otherwise dispose of an asset, that it was in the  
15 best interest of ratepayers. Is that --

16 MR. THOMPSON: That's a much better  
17 formulation than the one I offered.

18 CHAIRMAN HALL: I just want to make sure  
19 that you agree with that

20 MR. THOMPSON: Yes, sir, I do.

21 CHAIRMAN HALL: So if -- if the utility  
22 were to dispose of an asset, the Commission would be  
23 required, under the statute, to look to see if -- if  
24 the ratepayers were getting a benefit from that asset,  
25 which they paid for?

1 MR. THOMPSON: Precisely.

2 CHAIRMAN HALL: Okay. Help me out on the  
3 term "franchise, works or system." And explain to me  
4 how customer information, name, address, et cetera,  
5 how that is franchise, works or system.

6 MR. THOMPSON: Well, I would view it as  
7 part of system, although I suppose you could argue  
8 that it's part of works. I think it's certainly not  
9 part of franchise, which is a license granted to a  
10 utility by a governmental authority to use the public  
11 rights of way in a manner different from the rest of  
12 the public. Works and system encompass all of the  
13 assets, tangible and intangible, real and personal --  
14 personally and intellectual that are used in serving  
15 the public.

16 CHAIRMAN HALL: It's -- it's interesting  
17 that the -- that the General Assembly did not just use  
18 assets there. They used something broader than that,  
19 and it's -- and it's Staff's position, I assume, that  
20 that was intentional.

21 MR. THOMPSON: Yes, sir.

22 CHAIRMAN HALL: Turning to the -- to the  
23 first rule that you cited, the Affiliate Transactions  
24 Rule, I want -- it seems to me that there's actually  
25 two claims under this Rule that -- that -- that Staff

1 is making, and I want to -- if that's not true, I want  
2 to -- I want to disabuse myself of that notion early  
3 on.

4 It seems to me that -- that you're making  
5 two claims. One, the one that you specifically  
6 mentioned in -- in your opening, that there's a  
7 transfer of -- of consumer information without --  
8 without their consent.

9 MR. THOMPSON: Correct.

10 CHAIRMAN HALL: And I understand that.  
11 But aren't you also making a claim under -- under  
12 (2)(a) that a regulated utility shall not provide a  
13 financial advantage to an affiliated entity unless  
14 certain conditions are met?

15 MR. THOMPSON: There's -- there's been a  
16 lot of -- I don't know how to characterize it.  
17 There's been a lot of talk about the Affiliate  
18 Transaction Rule that goes beyond and outside of the  
19 particular charge that is before the Commission in  
20 this complaint. What Staff has charged, and the only  
21 thing Staff has charged, is the unauthorized  
22 disclosure of information in violation of (2)(c).

23 CHAIRMAN HALL: Why did you not include a  
24 claim under (2)(a)?

25 JUDGE WOODRUFF: Go off the record for a

1 moment.

2 (Off the record.)

3 JUDGE WOODRUFF: Back on the record.

4 MR. THOMPSON: There were quite a few  
5 charges that could have been made under the Affiliate  
6 Transaction Rule. Staff wanted to zero in on one  
7 particular charge. We didn't want to file what might  
8 be called a "kitchen sink" complaint or a "Christmas  
9 tree" complaint with everything conceivable hanging on  
10 it. We wanted to zero in on this conduct, bring it to  
11 the attention of the Commission for your consideration  
12 and your determination of whether it's permissible or  
13 impermissible.

14 CHAIRMAN HALL: So it -- is that why, in  
15 your Staff report on page 7 on your recommendations --  
16 and I'll give you a moment if you want to find that.

17 MR. THOMPSON: Okay. I have that page,  
18 sir.

19 CHAIRMAN HALL: So on page 7, your --  
20 Staff's recommendation is that -- is that Commission  
21 order KCPL and GMO to cease the transfer of customer  
22 information. In the alternative, you have four  
23 bullets of aspects of -- of how KCP&L and GMO should  
24 change current operations. There's nothing in there  
25 about including the benefit -- the financial benefit

1 of the contract in rates or in -- in the revenue  
2 requirement or for the benefit of ratepayers. There's  
3 nothing in there. And I'm wondering if -- well, first  
4 of all, I'll ask why is that?

5 MR. THOMPSON: Well, in this complaint  
6 case is presented -- what Staff intended to present to  
7 bring to you is simply the question of whether or not  
8 the conduct is a violation. And we brought three  
9 different theories. There are other theories that  
10 could have been brought but were not.

11 If the Commission chooses to allow this  
12 conduct, if the Commission decides there is no  
13 violation, then there would have to be a second stage,  
14 a second stage of deciding what the ramifications are,  
15 the conditions, what the rate case treatment would be,  
16 and those go far beyond this particular case.

17 CHAIRMAN HALL: Okay. So -- so Staff has  
18 not taken any position whatsoever on what the  
19 rate-making treatment should be of -- of this  
20 particular contract at this juncture?

21 MR. THOMPSON: We have not formally  
22 presented it to the Commission. We certainly have a  
23 position.

24 CHAIRMAN HALL: But it's not an issue in  
25 this rate -- in this complaint from your perspective?



1 MR. THOMPSON: No, sir, it is not.

2 CHAIRMAN HALL: Okay. Going back to --  
3 to 393.190, do you believe that the good will of the  
4 utility is -- is also properly included in franchise,  
5 works or system?

6 MR. THOMPSON: Good will is an accounting  
7 convention, and I don't think it's alienable. Perhaps  
8 when you sell the company, you're selling the good  
9 will. When -- when Aquila was acquired by Great  
10 Plains Energy, perhaps some part of the purchase price  
11 represented the good will that Aquila had developed  
12 among its customers in its years of operation. I  
13 believe that it would only be implicated in a transfer  
14 of the entire company.

15 CHAIRMAN HALL: And then I think,  
16 finally, with regard to 393.190, KCP&L makes it clear  
17 that -- that they still retain all of the customer  
18 information that they are sharing with Allconnect. So  
19 how can we view this transaction as sell, assign,  
20 lease or transfer, when they still retain access to  
21 that information?

22 MR. THOMPSON: That -- that is a very  
23 important and key point. The language of 393.190.1  
24 was borrowed by the Missouri General Assembly in 1913  
25 from the laws of the State of New York. I do not know

1 when it was originally drafted, but certainly some  
2 time before 1913. Property has changed.

3 We are now in an age that is very much  
4 characterized by virtual property, intellectual  
5 property. Certainly, they had intellectual property  
6 in 1913. They had patents and they had copyrights,  
7 but it was by -- very undeveloped in terms of -- of  
8 comparison to today. So if I have an electronic asset  
9 of some kind and I provide a copy of that to someone,  
10 I still retain what I had originally, but I have  
11 certainly committed an act fraught with consequences  
12 by transferring that copy, as many people who have  
13 been sued by the recording industry for copying music  
14 without authorization have discovered to their cost.

15 So I would suggest to you that by  
16 disclosing the contents of a customer list, by sharing  
17 that customer list with someone, it has indeed been  
18 transferred, even though the utility retains the list  
19 for its own purposes.

20 CHAIRMAN HALL: And I'm jumping around a  
21 little bit and I apologize for that. But going to  
22 the -- the Affiliate Transaction -- no. I'm sorry.  
23 Going to the -- yeah, to the Affiliate Transaction  
24 Rule. Do you believe that there is a violation of  
25 this Rule when a utility transfers information to a

1 third-party debt collector?

2 MR. THOMPSON: It would depend on whether  
3 it was structured as an affiliate transaction. I know  
4 that part of the defense that you will hear from KCPL  
5 and GMO is that there are many, many such transfers  
6 every day by regulated companies in this state for  
7 purposes of meter reading, debt collection and similar  
8 sorts of practices and activities that are within the  
9 scope and that support the purpose of the regulated  
10 entity.

11 CHAIRMAN HALL: Okay. I think that's the  
12 key right there. Right?

13 MR. THOMPSON: To Staff, that is the key.

14 CHAIRMAN HALL: Whether or not it is for  
15 the benefit of the regulated entity.

16 MR. THOMPSON: Correct.

17 CHAIRMAN HALL: Okay. I don't see that  
18 in the -- I mean, I agree with you that there is a  
19 distinction there, but I don't see that language in  
20 the Rule.

21 MR. THOMPSON: It's not in the Rule.

22 CHAIRMAN HALL: Well, how --

23 MR. THOMPSON: And like I said, I don't  
24 know how many of those transfers are structured to be  
25 affiliate transactions. In this particular case,

1 remember, it was an affiliate that entered into the  
2 agreement with Allconnect.

3 CHAIRMAN HALL: Well, the Rule says,  
4 Available to affiliated or unaffiliated entities.

5 MR. THOMPSON: Correct.

6 CHAIRMAN HALL: Okay. So that's  
7 everyone.

8 MR. THOMPSON: But the Rule is the  
9 Affiliate Transaction Rule.

10 CHAIRMAN HALL: Right. I'm looking at  
11 the language of the Rule, not the title. And so --

12 MR. THOMPSON: The Rule --

13 CHAIRMAN HALL: So, if you say affiliated  
14 or unaffiliated, that's all entities.

15 MR. THOMPSON: That's everybody. That's  
16 the universe.

17 CHAIRMAN HALL: Okay. So what you're  
18 asking us to do is to insert -- and it may be good  
19 public policy and it may be reasonable and maybe it's  
20 something we should think about adding at some point  
21 in time, but you're asking us to add that the consent  
22 of the customer is required, if it's not for the  
23 benefit of the regulated entity. If it's for the  
24 benefit of the regulated entity, then consent is not  
25 required.

1 MR. THOMPSON: The best way I can explain  
2 this is that, in bringing a complaint, Staff is like a  
3 prosecutor. And prosecutors in our system have  
4 discretion. And Staff would exercise its  
5 prosecutorial discretion to not bring a complaint  
6 against a company that is transferring the names of  
7 customers who do not pay to bill collectors, because  
8 after all, the customers who do pay are subsidizing  
9 the person who does not. They're paying the cost of  
10 the service that that person received. So Staff would  
11 not pursue that. Technically, does Staff believe that  
12 is a violation? Yes. Technically, I do.

13 CHAIRMAN HALL: Okay. I have no further  
14 questions. Thank you.

15 MR. THOMPSON: Thank you, Mr. Chairman.

16 JUDGE WOODRUFF: Commissioner Kenney.

17 COMMISSIONER KENNEY: Thank you,  
18 Mr. Chairman.

19 Hello, Mr. Thompson. How are you?

20 MR. THOMPSON: Good morning, sir.

21 COMMISSIONER KENNEY: Just a couple  
22 questions, then some clarification.

23 MR. THOMPSON: Yes, sir.

24 COMMISSIONER KENNEY: Does Staff believe  
25 that customers are assets?

1 MR. THOMPSON: Certainly, the customer  
2 list is an asset, and I suppose the customer, too, is  
3 an asset, the source of the revenue that is necessary  
4 to the utility. But the utility doesn't own its  
5 customers. The utility serves its customers. So I  
6 think I would have to say the customers themselves are  
7 not.

8 COMMISSIONER KENNEY: But the customer  
9 list is?

10 MR. THOMPSON: The customer list  
11 certainly is.

12 COMMISSIONER KENNEY: Let's just walk  
13 through this. A potential customer calls KCPL because  
14 they're going to move into an apartment.

15 MR. THOMPSON: Yes, sir.

16 COMMISSIONER KENNEY: And they sign up  
17 for a new service. And then before -- they need a  
18 confirmation -- in order to move into that apartment,  
19 they need a confirmation number to give that to the  
20 landlord that they have power coming on and they can  
21 move in. That's usually the process that works.

22 So after everything's done, KCP&L or  
23 GMO transfers that customer -- poten-- future customer  
24 to -- or current customer to Allconnect in order to  
25 get that confirmation number; is that correct?

1 MR. THOMPSON: Yes, sir.

2 COMMISSIONER KENNEY: And then they --  
3 per call, KCP&L receives a -- I won't mention the  
4 amount, but a financial benefit for the transfer of  
5 that call?

6 MR. THOMPSON: Yes, sir.

7 COMMISSIONER KENNEY: And then Allconnect  
8 goes through a laundry list of other items to sell  
9 before they'll give out that confirmation number.

10 MR. THOMPSON: Yes, sir.

11 COMMISSIONER KENNEY: Okay. And that  
12 customer needs that confirmation number in order to  
13 move into that apartment.

14 MR. THOMPSON: Yes, sir.

15 COMMISSIONER KENNEY: Okay. Just wanted  
16 to get the facts. Thank you.

17 JUDGE WOODRUFF: Commissioner Rupp?

18 COMMISSIONER RUPP: No. I can wait.  
19 Thank you.

20 JUDGE WOODRUFF: Commissioner Coleman?

21 COMMISSIONER COLEMAN: No.

22 JUDGE WOODRUFF: Thank you, sir.

23 MR. THOMPSON: Thank you, Judge.

24 JUDGE WOODRUFF: Opening for Public  
25 Counsel.

1 MR. OPITZ: May it please the Commission.  
2 The Staff's complaint against KCPL and  
3 GMO related to the Company's relationship with  
4 Allconnect consists of three charges, as you've heard.  
5 First, violation of Section 393.190.1 relating to the  
6 transfer of the utility works or system without  
7 Commission approval; second, violation of Commission  
8 Rule 4 CSR-20.015(2)(c) pertaining to the transfer of  
9 customer information without consent; and third,  
10 violation of Commission Rule 4 CSR 240-13.040(2)(a)  
11 and the requirement that qualified customer service  
12 personnel be made available. I will address each  
13 violation in turn.

14 However, first, I want to explain the  
15 Company's actions underlying those violations. These  
16 actions impact the regulated utilities customers  
17 tremendously. First, at the beginning there's a  
18 affiliated entity, Great Plains Energy Services,  
19 Incorporated, or GPES, that entered into a contract  
20 with telemarketing company named Allconnect. Through  
21 this contract, GPES committed the regulated utilities  
22 KCPL and GMO to transfer customer phone calls and  
23 customer specific information to Allconnect. In  
24 exchange for access to these customer calls and their  
25 information, Allconnect then pays a fee per call that



1 is booked to the company's non-regulated operations.

2 Here's what occurs: A customer, or  
3 potential customer, calls a regulated utility to set  
4 up service at a location. Then, prior to giving the  
5 customer the confirmation number, the KCPL  
6 representative says that they will transfer the caller  
7 to Allconnect, who will provide the customer with a  
8 confirmation number. No consent is sought.

9 Once the customer is transferred, the  
10 Allconnect telemarketer takes the customer's  
11 information down and then begins to make a sales  
12 pitch. Sometimes the customer receives the  
13 confirmation number. Other times the caller has to  
14 ask for the confirmation number before receiving it,  
15 and at times, even when the customer asks for the  
16 confirmation number, Allconnect does not provide it.  
17 In those cases, the customer must call back KCPL or  
18 GMO, who then provide the confirmation number to the  
19 customer.

20 KCPL and GMO are capable of providing the  
21 confirmation numbers to these callers. The companies  
22 did so in the past and, even today, continue to do so  
23 when Allconnect does not provide that confirmation  
24 number. This transfer is unnecessary. Furthermore,  
25 the transfer subjects customers to telemar--

1 telemarketers that, according to the testimony of  
2 Mr. Caisley, admittedly treat the caller in a pushy  
3 and aggressive manner in an effort to sell Allconnect  
4 products.

5 KCPL and GMO make this transgression  
6 worse by deferring customer service to Allconnect. If  
7 the caller has a complaint about the Allconnect  
8 interaction, KCPL and GMO refer the complaint back to  
9 Allconnect. Ms. Trueit explains in her testimony that  
10 when a customer calls the Company about a poor  
11 experience related to Allconnect, contact center  
12 personnel collect pertinent information and determine  
13 the nature of the complaint.

14 She then describes the Company's deferral  
15 to Allconnect, stating, If it is determined that the  
16 concern is related to Allconnect actions, the Company  
17 notifies Allconnect within one business day.  
18 Thereafter, an Allconnect resolution specialist  
19 contacts the customer within two business days.

20 Now, remember, this customer never needed  
21 to be transferred to the telemarketer and was never  
22 asked if they wanted to be transferred to the  
23 telemarketer. And now, if they have an issue with  
24 this telemarketer, KCPL and GMO send that customer  
25 back to the telemarketer. It is wrong to treat

1 customers that way.

2 KCPL and GMO are regulated utilities.

3 Yes, they are businesses, but these companies are very  
4 different. Every other business must attract and keep

5 customers to stay in business. For regulated

6 utilities, like KCPL and GMO, this is not an issue.

7 This distinguishing factor cannot be overlooked.

8 KCPL and GMO do not have to compete for  
9 their customers. The customers do not have a choice;

10 they cannot simply take their money elsewhere, as do

11 other consumers. This Commission exists to protect

12 customers and when, as here, a utility violates the

13 law, and subjects its customers to this treatment, the

14 Commission should act.

15 The Commission Staff presents the

16 Commission with three charges to consider. I

17 mentioned I'd go through them. First, does the

18 evidence establish that, through the relationship with

19 Allconnect, the Company has violated Section

20 393.190.1. In pertinent part, that law provides that,

21 No electrical corporation shall hereafter sell,

22 assign, lease, transfer, mortgage or otherwise dispose

23 of or encumber the whole or any part of its franchise,

24 works or system, necessary or useful in the

25 performance of its duties to the public, nor by any

1 means, direct or indirect, merge or consolidate such  
2 works or system or franchises or any part thereof with  
3 any other corporation, person or public utility  
4 without having first secured from the Commission an  
5 order authorizing it so to do.

6 To find that the companies, KCPL and GMO,  
7 violated that section of the law, the Commission  
8 should examine the evidence as it relates to the  
9 following points. First, is information concerning  
10 the customers and prospective customers of KCPL and  
11 GMO part of KCPL's and GMO's works or system? Yes.  
12 The customer information is part of the Company's  
13 works or system.

14 The Commission has said in previous  
15 cases -- a previous case that a utility system is  
16 greater than the physical parts which would be its  
17 works. The Commission also said a utility system is  
18 the whole of its operations, which are used to meet  
19 its obligation to provide service to its customers.  
20 The customer information provided to Allconnect is  
21 necessary for KCPL and GMO to provide service to their  
22 customers. Thus, it is a part of the utility's works  
23 or system. Without the customer information that's  
24 provided here, the utility would be unable to bill or  
25 provide electric service to its customers. And

1 furthermore, customers have paid in rates for the  
2 necessary equipment and expenses incurred relating to  
3 obtaining and maintaining that customer information.

4           Second, did the transfer by KCPL or GMO  
5 of those telephone calls and provision of customer  
6 information constitute a sale, assignment, lease or  
7 transfer of part of their works or system? The  
8 customer information, as I explained, is part of the  
9 utility's works or system.

10           It is undisputed that KCPL and GMO  
11 transfer customer telephone calls and send customer  
12 information to Allconnect for the telemarketing  
13 company to use. The Company's witness, Mr. Scruggs,  
14 in his pre-filed testimony, stated that the Allconnect  
15 agent receiving the call uses the information to  
16 verify the start service information is correct and  
17 determine which service provider and product choices  
18 are available at the customer's new address.

19           Rather than providing a confirmation  
20 number to the caller, KCPL and GMO transfer the call  
21 and send the customer's information to the  
22 telemarketer. In exchange for receiving these calls  
23 and the ability to use the customer information,  
24 Allconnect pays a fee for each call received.  
25 Mr. Scruggs also states that, Customer data is purged

1 from the system where our Allconnect agents are able  
2 to view it after 30 minutes of the data being received  
3 by Allconnect. However, the data is not removed from  
4 Allconnect's system entirely. Mr. Scruggs' Rebuttal  
5 Testimony explains that, Sensitive and confidential  
6 data is purged from Allconnect's system in accordance  
7 with internal data retention policies and when there  
8 is no further business need.

9 Mr. Scruggs refused to explain the  
10 details of Allconnect's data retention policies, so we  
11 don't know how long they keep this information. Well,  
12 Allconnect -- importantly, while Allconnect agents are  
13 using this customer information on the phone call,  
14 KCPL and GMO do not use the customer information to  
15 provide a confirmation number.

16 The third thing to consider: Do sales,  
17 assignments, leases or transfers require prior  
18 authorization from the Commission pursuant to Section  
19 393.190.1? It's clear that no utility may sell,  
20 assign, lease or transfer any part of its franchise,  
21 works or system that is necessary, useful in the  
22 provision of its duties to the public, without having  
23 first secured from the Commission an order authorizing  
24 it to do so.

25 Did KCPL and GMO violate Section

1 393.190.1 by making unauthorized sales, assignments,  
2 leases or transfers of part of their works or system?  
3 There is no Commission order that permits KCPL and GMO  
4 to sell, assign, lease or transfer any part of their  
5 works or system related to the Allconnect trans--  
6 relationship.

7 Even though the companies have no  
8 permission to do so, KCPL and GMO transfer phone calls  
9 and send customer information to Allconnect. And  
10 while Allconnect is on the call with the customer and  
11 using that customer information, KCPL and GMO do not  
12 provide a confirmation number. Moreover, the customer  
13 information provided to Allconnect is necessary for  
14 KCPL and GMO to provide service to its customers and  
15 is, thus, a part of the utility works or system.  
16 Because the companies have transferred the calls and  
17 sold, assigned, leased or transferred customer  
18 information without prior Commission approval, these  
19 companies have violated Section 393.190.1.

20 Now, the second violation that's charged  
21 by the Staff pertains to whether the evidence  
22 establishes that, through the relationship with  
23 Allconnect, the Company violated Commission Rule  
24 4 CSR 240-20.015(2)(c). In pertinent part, that Rule  
25 provides that specific customer information shall be

1 made available to affiliated or unaffiliated entities  
2 only upon consent of the customer or as otherwise  
3 provided by law or Commission rule or orders.

4 To assist the Commission's decision on  
5 that point, Public Counsel suggests that the  
6 Commission examine the evidence presented as it  
7 relates to the following points: Did GPES, an a  
8 affiliate of KCPL and GMO, enter into the Allconnect  
9 Direct Transfer Service Agreement on behalf of itself,  
10 KCPL and GMO? Yes. It is the contract between GPES  
11 and Allconnect that governs KCPL and GMO's  
12 interactions with Allconnect and commits the regulated  
13 utilities to provide those service to see Allconnect.

14 Second, does the Commission's Affiliate  
15 Transaction Rule apply to the transactions in this  
16 case? Yes. The Affiliate Transaction Rule applies to  
17 the transactions between the companies and Allconnect  
18 in this case. An affiliate transaction is defined as,  
19 Any transaction for the provision, purchase or sale of  
20 any information, asset, product or service or portion  
21 of end product or service between a regulated  
22 electrical corporation and an affiliated entity and  
23 shall include all transactions carried out between any  
24 unregulated business operation of a regulated  
25 electrical corporation and the regulated business



1 operations of an electrical corporation.

2 In the first instance, GPES commits KCPL  
3 and GMO to provide services and information to  
4 Allconnect. These entities are affiliates falling  
5 within the Rule.

6 Second, an affiliate transaction includes  
7 transactions carried out between any unregulated  
8 business operations of a utility and the regulated  
9 business operations of that utility. Through the  
10 GPES/Allconnect contract, KCPL and GMO provide  
11 information and services using regulated assets and  
12 employees. The profits of that transaction, however,  
13 are then applied to the unregulated operations of the  
14 utility. Because the Allconnect agreement results in  
15 a transaction between the regulated and the  
16 unregulated utility operations, for this reason, too,  
17 the Affiliate Transaction Rule applies.

18 Third, do KCPL and GMO transfer telephone  
19 calls and customer informa-- and send customer  
20 information to Allconnect? It is undisputed that KCPL  
21 and GMO transfer customer telephone calls and send  
22 customer information to Allconnect.

23 Fourth, do KCPL and GMO receive customer  
24 consent prior to transferring the telephone calls and  
25 sending the customer information to Allconnect? KCPL

1 and GMO do not receive customer consent. Instead, the  
2 companies use the no customer consent or the  
3 confirmation model to transfer these calls. Under the  
4 confirmation model, the utility customer service  
5 representatives do not provide the customer  
6 confirmation number as they did in the past, but  
7 instead, they forward the customer call and send the  
8 customer information to Allconnect representatives,  
9 who verify the customer information only sometimes,  
10 provide the confirmation number, but they always make  
11 a sales pitch.

12 Notably, this verification service did  
13 not arise until 2013, when KCPL and GMO needed to  
14 create a putatively legitimate reason to forward calls  
15 from its regulated customers to a non-regulated  
16 company without the customer's consent.

17 Do KCPL and GMO receive a fee for each  
18 transferred telephone call? Allconnect pays a fee for  
19 each transferred telephone call. However, I will  
20 point out that all of the revenues and profits  
21 associated with the Allconnect transactions are  
22 transferred to the non-regulated operations of KCPL  
23 and GMO.

24 Did KCPL and GMO violate this Commission  
25 Rule by making unauthorized disclosure of specific

1 customer information? Yes. KCPL and GMO violated the  
2 customer information protections of the Affiliate  
3 Transaction Rule. Section (2)(c) of that rule also  
4 prohibits specific customer information from being  
5 made available to unaffiliated entities without the  
6 consent of the customer.

7 Allconnect is not an affiliate of KCPL or  
8 GMO and so, in addition to the any transactions  
9 between GPES and regulated KCPL and GMO operations,  
10 the Rule also prohibits KCPL or GMO from releasing  
11 specific customer information to Allconnect unless the  
12 customer gives consent or is otherwise provided by law  
13 or Commission order.

14 The third violation charged by Staff  
15 relates to whether the evidence, through this  
16 relationship with Allconnect, shows that the companies  
17 have violated Commission Rule 4 CSR 240.13.040(2)(a).  
18 In pertinent part, that rule provides that, At all  
19 times during normal business hours, qualified  
20 personnel shall be available and prepared to receive  
21 and respond to all customer inquiries, service  
22 requests, safety concerns and complaints.

23 To assist the Commission's decision on  
24 this point, Public Counsel suggests that the  
25 Commission should examine the evidence as it relates

1 to the following points: First, do KCPL and GMO  
2 transfer phone calls and send customer information to  
3 Allconnect to allow Allconnect the opportunity to  
4 attempt to sell additional services to the caller? In  
5 this case, once a customer call is transferred to  
6 Allconnect, the Allconnect representatives attempt to  
7 sell additional services to the caller. The sales  
8 pitch appears to be the primary reason for  
9 transferring the call.

10 Although the Company has claimed that  
11 transferring the call is necessary for an account  
12 verification function, the facts in this case do not  
13 support the Company's contention. As explained in  
14 Public Counsel's Surrebuttal Testimony, this  
15 verification service did not arise until 2013 when the  
16 Company needed a reason to forward calls from its  
17 regulated customers to a non-regulated company without  
18 the customer's consent.

19 Further, the Commission Staff analyzed  
20 86 phone calls provided in this case and found that  
21 55 percent of the callers either did not receive a  
22 confirmation number or received it only after  
23 listening to the Allconnect sales pitch. The evidence  
24 shows that the reason callers are transferred is to  
25 allow Allconnect to attempt to sell additional

1 services to that caller.

2 Do KCPL and GMO defer to Allconnect their  
3 service quality obligations? KCPL/GMO witness  
4 Ms. Trueit explains in her testimony that, when a  
5 customer calls the Company about a poor experience  
6 related to Allconnect, contact center personnel  
7 collect the pertinent information to review and  
8 determine the nature of the complaint. She then  
9 describes the Company's deferral to Allconnect by  
10 stating, If it is determined that the concern is  
11 related to Allconnect actions, the Company notifies  
12 Allconnect within one business day. Allconnect then  
13 responds within two business days.

14 When the KCPL or GMO customer calls the  
15 utility, he or she is transferred without consent to a  
16 third-party marketing company. Then, if the caller  
17 has a complaint about that company, Allconnect, KCPL  
18 and GMO do not solve the problem, but they refer that  
19 caller back to Allconnect, potentially subjecting the  
20 caller to continued issues.

21 Are Allconnect service personnel  
22 qualified personnel as required by the Commission's  
23 Rule? KCPL and GMO customer service representatives  
24 are evaluated on how well they provide utility  
25 services to customers. Allconnect agents, however,

1 have an incentive to optimize each call to get the  
2 best possible financial outcome, which is  
3 significantly different -- a significantly different  
4 business type than a regulated utility. Rather than  
5 ensuring the best outcome for its customer, Allconnect  
6 representatives are evaluated by their opportunities  
7 to increase conversions, which the Commission Staff  
8 understands to be sales.

9 I cannot tell you for sure how Allconnect  
10 representatives are paid, because the Company has  
11 refused to provide that information to the Staff or  
12 Public Counsel. KCPL and GMO themselves admit that,  
13 in certain instances, Allconnect agents handled calls  
14 with utility customers in what could be fairly  
15 characterized as a pushy or aggressive manner.  
16 Allconnect representatives are not an adequate  
17 substitute for utility customer service  
18 representatives. For those reasons, KCPL and GMO  
19 violate Commission Rule 4 CSR 240-13.040(2)(a) by  
20 deferring their customer service quality obligation to  
21 Allconnect.

22 The last issue presented in this case is  
23 whether the Commission should direct its general  
24 counsel to seek monetary penalties against the  
25 Company. Monetary penalties may be assessed when a

1 utility violates the law. As the statute explains,  
2 Any corporation, person or public utility which  
3 violates or fails to comply with any provision of the  
4 constitution of this state or of this or any other law  
5 or which fails, omits, or neglects to obey, observe or  
6 comply with any order, decision, decree, rule,  
7 direction, demand or requirement or any part or  
8 provision thereof of the Commission in a case in which  
9 the penalty has not herein been -- excuse me, in a  
10 case in which a penalty has not herein been provided  
11 for such corporation, person or public utility, is  
12 subject to a penalty of not less than one \$100 nor  
13 more than \$2,000 for each offense. All penalties are  
14 to be cumulative.

15 The evidence in this case, that you'll  
16 hear today and has been pre-filed, applied to the law  
17 supports that a sufficient number of offenses have  
18 occurred to justify monetary penalties in excess of  
19 the revenues recorded by KCPL and GMO's non-regulated  
20 operations as a result of the Allconnect relationship.  
21 At the very least, the Commission should seek monetary  
22 penalties against KCPL and GMO for the amounts  
23 received by each Company's non-regulated operations,  
24 at the very least.

25 In summary, Public Counsel supports the

1 Staff's complaint and believes that the Commission  
2 should find in the affirmative that the Company has  
3 violated those three provisions of law.

4 I'm happy to answer any questions.

5 JUDGE WOODRUFF: Mr. Chairman.

6 CHAIRMAN HALL: Good morning, Mr. Opitz.

7 MR. OPITZ: Good morning.

8 CHAIRMAN HALL: A couple of questions. I  
9 believe you mentioned that KCP&L and GMO have refused  
10 to provide information about how Allconnect personnel  
11 are compensated?

12 MR. OPITZ: Yes, Chairman.

13 CHAIRMAN HALL: What specifically was  
14 the -- the request?

15 MR. OPITZ: I can paraphrase, but I'd be  
16 happy to introduce the Data Request Response at a  
17 later point in the hearing. But it was -- the  
18 response was essentially that the information was  
19 proprietary and confidential and would not be  
20 provided.

21 CHAIRMAN HALL: Was there a Motion to  
22 Compel filed?

23 MR. OPITZ: There was -- there was no  
24 Motion to Compel filed. There were follow-up Data  
25 Requests by the Commission Staff, as I understand, and



1 there was a deposition conducted where the issue was  
2 pursued also.

3 CHAIRMAN HALL: Because that is actually  
4 an area that I was curious about, so I guess I'll  
5 direct this to -- I'll have some questions for KCPL  
6 and GMO counsel on that -- on that issue.

7 What does OPC believe the purpose of the  
8 Affiliate Transaction Rule is?

9 MR. OPITZ: The Affiliate Transaction  
10 Rule?

11 CHAIRMAN HALL: Correct.

12 MR. OPITZ: I believe that in the  
13 surrebuttal testimony of Mr. Hyneman, he gets into  
14 this in more detail, but at a high level, the purpose  
15 of the Affiliate Transaction Rule is to prevent  
16 regulated customers from subsidizing non-regulated  
17 affiliates.

18 CHAIRMAN HALL: And do -- and do you  
19 believe that the contract and contractual relationship  
20 with Allconnect has -- is in conflict with that  
21 purpose?

22 MR. OPITZ: I don't know that --

23 CHAIRMAN HALL: Let me rephrase. In what  
24 way is -- is the contractual relationship with -- with  
25 Allconnect resulting in regulated utilities

1 subsidizing their non-regulatory operations?

2 MR. OPITZ: So, to answer your question,  
3 I'm going to explain in two parts. So, first, in  
4 regards to the subsidization, it's the regulated  
5 assets and employees that are being used to provide  
6 the service. All of the revenues for that go to the  
7 non-regulated operations. So there is a subsidization  
8 there.

9 As it relates to this complaint, however,  
10 that is more focused on the release of customer  
11 information. And that is the Section (2)(c) portion  
12 of the Affiliate Transaction Rule.

13 CHAIRMAN HALL: Do you believe that there  
14 has been a -- or continues to be a violation of  
15 Section (2)(a) of the Affiliate Transaction Rule?  
16 That's the provision that -- that states, A regulated  
17 electric corporation shall not provide a financial  
18 advantage to an affiliated entity unless certain  
19 criteria are met.

20 MR. OPITZ: So, first, I will say that  
21 that is not one of the violations charged in the  
22 Staff's complaint. However, I will say that I believe  
23 there is testimony in this case that establishes  
24 that -- and calls into question that there is a  
25 violation there. That said, that's not one of the

1 violations that's in front of the Commission at this  
2 time.

3 CHAIRMAN HALL: In your opening and in  
4 your position statement, you indicated OPC's position  
5 that the Commission should seek monetary penalties  
6 against KCP&L and GMO for the amounts received by each  
7 Company's non-regulated operations.

8 And my question for you is, does the  
9 record somewhere reflect the exact amount of money  
10 that the Company's non-regulated operations have  
11 received from this contractual relationship?

12 MR. OPITZ: There is a -- I can tell you  
13 that at the time there's -- right now there's nothing  
14 in evidence that -- that shows that, but it's  
15 something I intend on exploring during this hearing.

16 CHAIRMAN HALL: Do you know what  
17 witnesses would be most equipped to answer questions  
18 about that?

19 MR. OPITZ: I cannot speak for the  
20 Company, but my understanding is that in regard -- in  
21 responding to a Staff Data Request, the Company  
22 witness Mr. Klote provided an Excel worksheet that  
23 breaks down the revenues received as a result of this  
24 contract.

25 CHAIRMAN HALL: Thank you. That's all I

1 have, Judge.

2 JUDGE WOODRUFF: All right. Commissioner  
3 Kenney.

4 COMMISSIONER KENNEY: No, thank you.

5 JUDGE WOODRUFF: Commissioner Rupp.

6 COMMISSIONER RUPP: Yes. Morning.

7 MR. OPITZ: Good morning.

8 COMMISSIONER RUPP: You made a comment  
9 and you referenced Chuck Caisley from KCPL about  
10 Allconnect pushes people in a rude and aggressive  
11 manner. Can you direct me to where that is at in the  
12 testimony?

13 MR. OPITZ: Yes, Commissioner. I was  
14 looking at the Rebuttal of Mr. Caisley, page 9.

15 COMMISSIONER RUPP: Page 9. Okay.  
16 Great.

17 And you made a comment that, if a  
18 customer has an issue after they've been transferred  
19 to Allconnect, they are transferred. I'm assuming you  
20 meant that they were transferred back to Allconnect.  
21 So if they had an issue later, they called KCPL and  
22 they were transferred back. Is that what you were  
23 kind of saying?

24 MR. OPITZ: Yes. So -- so, as I  
25 understand and I believe the evidence shows, that the

1 customer will call KCPL or GMO to set up service or  
2 transfer service. They'll go through a process; the  
3 KCPL regulated customer service rep will transfer them  
4 to Allconnect. Allconnect will make their sales  
5 pitch, and at times, they will provide the  
6 confirmation number.

7 If the customer either does not receive  
8 the confirmation number or has some other issue with  
9 Allconnect, often they will have to call back the  
10 regulated KCPL or GMO and either get their  
11 confirmation number, which if they call back for the  
12 confirmation number, that is -- typically has been  
13 provided by the regulated customer service rep at that  
14 time, at that second call. But if it is a -- a more  
15 complaint or a concern about the Allconnect actions or  
16 behavior or marketing tactics, then that is -- and as  
17 I understand Ms. Trueit's testimony, that is noted and  
18 then sent on to Allconnect to resolve complaints  
19 related to Allconnect's action -- actions.

20 COMMISSIONER RUPP: Okay. So that's what  
21 I was trying to get at. So if they call back and they  
22 have had some issue and they're transferred back to  
23 Allconnect, that issue is usually due to something  
24 with Allconnect or a service they've purchased from  
25 Allconnect? It's not the, I have a complaint with

1 KCP&L, and then they're transferring them over to  
2 Allconnect?

3 MR. OPITZ: It -- I believe -- and as I  
4 understand the complaint, if they have a complaint  
5 with KCPL, KCPL will continue to handle that  
6 complaint. If -- if the customer service rep fielding  
7 that second call identifies it as something related to  
8 the Allconnect transaction, that is then sent on to  
9 Allconnect.

10 COMMISSIONER RUPP: That was what I was  
11 trying to clarify. Thank you.

12 JUDGE WOODRUFF: Commissioner Coleman?

13 COMMISSIONER COLEMAN: Thank you.

14 Would you discuss again the  
15 information -- you're saying that it is retained by  
16 Allconnect, the customer information that's received,  
17 that KCP&L is saying that this info is purged at some  
18 point, but it's being retained. Did I understand that  
19 to be what you said?

20 MR. OPITZ: Yes. So the way that I  
21 understand that this information is sent is, it's sent  
22 to -- from KCPL or GMO to Allconnect at the time of  
23 the call transfer. There are, you know, customer --  
24 customer name, address, move-in date, I believe  
25 there's another piece of customer information that's

1 transferred. The testimony of Mr. Scruggs indicates  
2 that -- who filed testimony on behalf of KCPL and GMO,  
3 indicates that those agents -- that data is purged  
4 from the system, from the agent's view, after  
5 30 minutes of the data being received.

6 COMMISSIONER COLEMAN: So from KCPL and  
7 GMO's agent's view.

8 MR. OPITZ: From -- from the -- no, KCPL  
9 and GMO, and I believe the Company, said they retain  
10 that information, so they have that information.

11 COMMISSIONER COLEMAN: Okay.

12 MR. OPITZ: They do not use it to provide  
13 the confirmation number when the call is transferred  
14 to Allconnect. However -- so once that information is  
15 transferred, the Allconnect customer service  
16 representative has that information on their screen,  
17 and after 30 minutes, they no -- that representative  
18 no longer has access to that information. However,  
19 Allconnect -- their computer system still retains that  
20 information. So Allconnect still has it. It's just  
21 that that sales representative no longer can view it.

22 COMMISSIONER COLEMAN: Is there any  
23 evidence of future usage of that information for  
24 telemarketing purposes?

25 MR. OPITZ: I -- I don't know off the top

1 of my head, but I can tell you that, in the Rebuttal  
2 Testimony of Mr. Scruggs, he states that -- that  
3 sensitive and confidential data is purged in  
4 accordance with the internal data retention policies  
5 and when there is no further business needs. And so  
6 that leaves a hanging question about what those  
7 further business needs that Allconnect uses this  
8 customer data for.

9 COMMISSIONER COLEMAN: So that's the  
10 reason I'm asking the question. They're -- the  
11 wording is "no future business needs," but there's  
12 been no definition as to what that might be?

13 MR. OPITZ: Not in -- not in the  
14 pre-filed testimony, Commissioner.

15 COMMISSIONER COLEMAN: Thank you. Thank  
16 you, Mr. Chairman.

17 JUDGE WOODRUFF: Thank you, Mr. Opitz.

18 MR. OPITZ: Thank you.

19 JUDGE WOODRUFF: Move into opening for  
20 KCPL/GMO.

21 MR. FISCHER: May it please the  
22 Commission. My name's Jim Fischer. Today Rob Hack  
23 and I will be representing the respondents, Kansas  
24 City Power & Light and GMO, in this case. In the  
25 opening I may refer just to the Company, though, and



1 I'll be referring to both -- both of the public  
2 utilities.

3 As you've heard from the Staff and the  
4 Public Counsel, this case involves a complaint that  
5 has been brought by the Staff alleging that the  
6 Company's provision of certain customer information,  
7 and that is the customer's name, the address,  
8 identification number and the service start date, as  
9 well as a confirmation number, the provision of that  
10 to Allconnect, which is an unaffiliated company,  
11 violates Section 393.190.1 and two PSC rules. I'm  
12 going to address those allegations in just a minute.

13 Staff also argues, though, that the  
14 transfer of calls to Allconnect is inconvenient to the  
15 customer's -- customers. And I think that's a very  
16 key issue that the Commission needs to look at in this  
17 case. The Company seeks ways to improve the way we do  
18 business with our customers in order to enhance the  
19 overall customer experience.

20 Following discussions with Allconnect and  
21 with other utilities that have done business with  
22 Allconnect, the Company decided that entering into a  
23 relationship with Allconnect was likely to improve our  
24 customers' overall experience and satisfaction levels.  
25 And based on the customer survey information that I'm

1 going to discuss in a minute, that assessment has  
2 proven to be correct.

3           The Company's relationship with  
4 Allconnect makes a service offering available to a  
5 targeted group of customers. And that target is our  
6 residential customers that at that moment are  
7 initiating new electric service or wanting to move to  
8 a new residence and they're going to need electric  
9 service, as well as perhaps other home services. The  
10 Allconnect movers program provides them the  
11 opportunity to save time and to save money in  
12 connection with establishing this new residence.

13           About 6.4 percent of the Company's total  
14 agent calls have been transferred to Allconnect in  
15 2015. Allconnect provides a single source, which  
16 helps millions of consumers across the country who are  
17 establishing new or transferring their household  
18 services. These consumers receive education about the  
19 services, they receive -- they save time and they can  
20 save money on -- on video, on internet, home phone and  
21 home security services via a variety of home service  
22 providers.

23           The average Allconnect contact center  
24 agent spends approximately 11 minutes of call time  
25 with consumers on this one-stop shopping option. Now,

1 from the responses that were received from the  
2 customer surveys, customers have saved an average of  
3 90 minutes of their time in understanding and in  
4 selecting their home services. Some customers remark  
5 that they think they saved as much as three hours or  
6 more of time.

7           So how does this one-stop shopping option  
8 work? As explained by Jean Trueitt, KCPL's director of  
9 Customer Care Center, after KCPL's customer service  
10 representative submits the customer's order for  
11 electric service, the CSR advises the customer that  
12 the call will be transferred to Allconnect. The KCPL  
13 customer service representative explains to the  
14 customer that Allconnect will verify the order,  
15 provide a confirmation number, as well as additional  
16 home services, such as home phone, internet,  
17 cable/satellite or home security services.

18           Now, at times the customer has general  
19 questions about the services. The KCPL CSR addresses  
20 any questions that the customer may have. Then the  
21 KCPL representative asks the customer if there is  
22 anything else that they can assist with. I think  
23 that's an important question, and it gives the  
24 customer the opportunity to ask questions about the  
25 service or the process of being transferred to

1 Allconnect.

2           At that point a customer can easily  
3 decline to be transferred to Allconnect, if -- if  
4 that's his or her desire. If the customer has no  
5 further questions, the KCPL customer representative  
6 will transfer the customer call to Allconnect. Now,  
7 some customers will advise that they're not interested  
8 in additional services. In this instance, the  
9 customer service representative at Kansas City Power &  
10 Light will provide the customer the order confirmation  
11 number and end the call.

12           The evidence will show that 9 percent of  
13 customers choose not to be transferred to Allconnect,  
14 and they are not transferred. If the customer  
15 indicates that they do not have the time at the moment  
16 but they are interested in home services, then the  
17 Kansas City Power & Light customer service rep will  
18 provide the customer the confirmation number and they  
19 will also give them Allconnect contact information for  
20 use by the consumer at a later time.

21           Now, after the KCPL customer service  
22 representative transfers the call, the Allconnect  
23 agent verifies the account information for the  
24 regulated business, including making sure that the  
25 name is right, the service address is right, the start

1 date of the service is right, the account number and  
2 they'll provide the confirmation number. Once  
3 confirmation is complete, the Allconnect  
4 representative will engage the customer in a  
5 conversation about whether he's interested in hearing  
6 about other home services. And of course, if you're  
7 in the process of moving your residence, you might be  
8 interested in whether you can get internet or  
9 television or satellite.

10 As I mentioned, a significant number of  
11 customers have found this option to be convenient and  
12 have purchased services from Allconnect at that time.  
13 It's very convenient to do it all at once. From the  
14 customer's perspective, this one-stop shopping option  
15 avoids making numerous calls and hold times associated  
16 with separate calls to obtain home services from  
17 individual home providers, like telephone, internet,  
18 cable or satellite or home security providers.

19 For the customer who wants these  
20 services, the one-stop shopping option avoids the  
21 hassle and the inconvenience associated with calling  
22 separate toll-free numbers and waiting in multiple  
23 automated calling queues to obtain individual home  
24 services. It also avoids giving -- having to give the  
25 customer information multiple times, like your

1 customer name, address and other customer-specific  
2 information that phone providers would need.

3 Of course, not everybody chooses to  
4 utilize that one-stop option. Some customers prefer  
5 to arrange their home services separately. In those  
6 cases, the customer simply indicates that they don't  
7 want to be transferred to Allconnect and the KCPL  
8 representative thanks them and provides them with a  
9 confirmation number and ends the call. It's not a  
10 difficult process to decline to be offered additional  
11 home services, if that's the customer's choice. As I  
12 mentioned, the evidence shows that 9 percent of the  
13 customers do that. They say we don't want to be  
14 transferred, and they're not.

15 The Company, as -- as Staff and Public  
16 Counsel have indicated, are paid a fee for each call  
17 transferred to Allconnect. The specific amount of  
18 that fee, as Commissioner Kenney said, is  
19 confidential, but you can find it, if you're  
20 interested, on page 6 of Mr. Klote's Rebuttal  
21 Testimony.

22 And Mr. Chairman, I'd also note that on  
23 Mr. Klote's page 8, you'll find the amount of money  
24 that the Company has received from the Allconnect  
25 relationship from 19-- from 2013 to 2015, and you'll

1 find that's a pretty small number compared to the  
2 \$1.5 billion worth of revenue that the Company  
3 receives in Missouri. But let me get back to my  
4 statement.

5 KCPL and GMO have reported the revenues  
6 and the costs associated with this service below the  
7 line, since they relate to unregulated services. And  
8 as I just mentioned, Mr. Klote identifies on  
9 page 8 of his testimony the total amount of revenue  
10 recorded from this Allconnect relationship in 2013  
11 through September of 2015. He also discusses the fact  
12 that the Company has directly assigned or allocated  
13 approximately 981,075 dollars in Allconnect-related  
14 costs below the line in non-regulated accounts.

15 Now, one of the issues that's raised in  
16 the Staff and the Public Counsel's testimony and Keith  
17 Majors' and Mr. Hyneman's testimony is the accounting  
18 for the Allconnect relationship. They suggest that it  
19 should be above the line and credited to regulated  
20 operations. While -- while the Company continues to  
21 believe that it makes sense to treat the costs and the  
22 revenues below the line, since it's obviously an  
23 unregulated service, KCPL and GMO are willing to  
24 change their accounting on a going-forward basis and  
25 book the revenues and the costs above the line,

1 especially if that would resolve this case. Frankly,  
2 we're not talking about a large or material amount of  
3 money for the companies that have one and a half  
4 billion dollars worth of revenues here in Missouri.

5 In numerous customer satisfaction surveys  
6 and comments from our customers show that one-stop  
7 shopping is a convenience for a large number of  
8 customers. In fact, a relatively high percentage of  
9 our customers choose to take advantage of this  
10 one-stop shopping option and purchase and transfer  
11 other home services when it's offered by Allconnect.  
12 The actual take rate is considered confidential, but  
13 it's -- it's included on page 8 of Chuck Caisley's  
14 testimony, and I'd encourage you to take a look at  
15 that. It's a high rate relative to most marketing  
16 take rates.

17 This high take rate shows that  
18 Allconnect's one-stop shopping offering is attractive  
19 to a significant number of our customers. And I  
20 mention from a customer satisfaction perspective, just  
21 the fact that KCPL and GMO make this one-stop  
22 shopping -- one-stop shopping option available is  
23 considered a positive from the customer's perspective.

24 And this is borne out by the customer  
25 satisfaction survey results which consistently show



1 that the Allconnect movers program has a positive  
2 impact on the customer's experience, even if the  
3 customer declines to take any of those additional home  
4 services. About 87 to 88 percent of customers held  
5 the opinion that Allconnect had positively impacted  
6 their opinion of KCPL or at least did not negatively  
7 impact their opinion of KCPL.

8 This slide shows that about one half,  
9 49 percent in 2015, of the customers indicated in  
10 KCPL's surveys that the experience with Allconnect  
11 positively impacted their perception of KCPL overall.  
12 Another 39 percent said that Allconnect did not have  
13 an impact on their perception one way or the other.  
14 Only 11 percent, the small group down there in the  
15 red, indicated they had a negative impact on KCPL's  
16 image because they were affiliated with Allconnect and  
17 they had that Allconnect experience.

18 Now, my next slide is going to show that  
19 customer satisfaction levels have generally been  
20 improving over time. In 2013, the customer  
21 satisfaction results with Allconnect were 78 percent,  
22 but by the end of 2014 and end of 2015, those positive  
23 satisfaction results had risen to the 85 to 87 percent  
24 range. What Allconnect does is they survey the  
25 customers, How do you feel about us? Give us a rating

1 one to ten. Eighty-seven percent said eight to ten,  
2 were positive. And that's what that -- that's what  
3 that survey shows.

4 Now, there's another measure of the  
5 quality of the Allconnect experience and that relates  
6 to what are called escalated calls. An escalated call  
7 is any customer call that is escalated by a KCPL  
8 representative who has a concern, a question or an  
9 issue specific with the Allconnect experience.

10 From the launch in June 13 -- of 2013  
11 through October of 2015, there have been 118  
12 escalations out of 233,192 customer calls received  
13 during that time period. That's about one half of  
14 1 percent or 5 out of every 10,000 calls. Now, since  
15 launch, the escalations as a percent of calls have  
16 continued to decline. The escalation rate in 2013 was  
17 .09 percent and that rate declined in 2014 to .06  
18 percent, and during the first ten months of 2015, the  
19 escalation had declined even further to .02 percent or  
20 15 escalated calls out of 82,823 calls handled.

21 I think if the Commission reviews the  
22 quantitative evidence related to customer  
23 satisfaction, which is what we think is the key here,  
24 all of the competent and substantial evidence, and  
25 it's undisputed, will show that the overall customer

1 experience is improved by the Allconnect relationship.

2 But let's turn to the Staff's complaint.  
3 As you've heard from Mr. Thompson and Mr. Opitz, the  
4 Staff's first allegation is that KCPL/GMO have  
5 violated Section 393.190, subsection 1 by transferring  
6 this customer information to Allconnect without first  
7 obtaining the permission to do so from the Commission.  
8 We believe the Staff is incorrect that that section  
9 requires prior approval for the Company to provide  
10 Allconnect with the customer information in question.

11 That -- that section states, No  
12 electrical corporation may sell, assign, lease,  
13 transfer, mortgage or otherwise dispose of or encumber  
14 the whole or any part of its franchise, works or  
15 system, necessary or useful, in the performance of its  
16 duties to the public without first securing -- without  
17 having first secured from the Commission an order  
18 authorizing it do so.

19 Okay. We talked -- there was a question  
20 from the Bench about what are franchise, works or  
21 system. The evidence establishes that, because the  
22 Company retains all of the rights to the information  
23 and has the ability to use that customer information  
24 that it provides to Allconnect after it transfers the  
25 call, the Company has not sold or disposed of that

1 information.

2                   Additionally, the -- and therefore, that  
3 section wouldn't apply. But a second reason is, it's  
4 not part of the system -- the franchise, works or  
5 system. I'll briefly address that in our briefs, but  
6 Mr. Ives, in our testimony, addresses those questions,  
7 and I'd encourage you to ask him questions about that.

8                   As Mr. Thompson mentioned, I think a  
9 utility franchise is simply the local permission to  
10 use the public roads and the public rights-of-way, and  
11 it doesn't include the customer information. And if I  
12 understood what he was saying, he wasn't really  
13 complaining that that part of it was part of it. The  
14 term "works" has been -- is not defined by statute and  
15 is not defined by the Commission rules, but the  
16 Missouri Supreme Court has looked at that issue and  
17 has determined that gas works are synonymous with gas  
18 plant. And you can find that if you look at State ex  
19 rel. City of Trenton versus The Public Service  
20 Commission.

21                   Now, the definitional section in Chapter  
22 386 has 386.020.14, which defines electric plant. And  
23 if you look at that, it's talking about physical  
24 assets, all real estate, fixtures and personal  
25 property operated, controlled, owned, used or to be

1 used in connection with the provision or generation,  
2 transmission or the distribution of electricity.  
3 Customer information is not included in that  
4 definitional section. And I think, if the  
5 Commission -- if the General Assembly had wanted  
6 customer information to be included in the Company's  
7 works or system, as alleged by Staff and Public  
8 Counsel, it certainly would have included that in the  
9 definition in Section 386.020.

10 But more importantly, KCPL has been  
11 unable to find any precedent in Missouri where the  
12 Commission has required prior regulatory approval for  
13 the provision of customer information to unaffiliated  
14 companies for either regulated or unregulated  
15 purposes, and Staff and Public Counsel have not  
16 provided any precedent along that line.

17 But let's look just a minute at customary  
18 practices in Missouri. The Staff has acknowledged in  
19 this case that utilities in Missouri engage  
20 third-party contractors in support of regulated  
21 operations. That's very common. Third-party  
22 contractors performing certain activities and  
23 functions require public utility customer information  
24 to handle their contractual duties. And Staff has  
25 also indicated that they're not aware of any utility

1 in Missouri obtaining a consent of customers, prior to  
2 providing customer information to third-party  
3 contractors, to perform an activity in support of its  
4 regulated operations.

5 Now, if the Commission decided or  
6 interpreted Section 393.190 as requiring prior  
7 regulatory approval for the provision of customer  
8 information to unaffiliated companies for regulated  
9 purposes, this policy would certainly raise a host of  
10 practical problems for every public utility handling  
11 routine customer matters.

12 Public utilities would arguably be  
13 required to have Commission approval for things like  
14 transferring customer information to collect bad debt  
15 from an unaffiliated collection agency or dealing with  
16 customer reading -- meter reading or some -- some  
17 utilities have used outside sources for call center  
18 operations. If -- if you rule that Section 393.190  
19 requires prior approval, that would bring into  
20 question those practices. All of these circumstances  
21 would encompass the disposal of an asset according to  
22 the Staff's interpretation of Section 393.190.

23 I think this -- this analysis illustrates  
24 the Staff's assertion that customer information are  
25 assets for the purposes of that statute go far beyond

1 the issue of whether KCPL should be providing customer  
2 information to Allconnect. I think it also raises a  
3 question of, to which -- really, whether the  
4 Commission should be involved in the management  
5 decisions of KCPL like that. It's not the function,  
6 of course, of the Commission to micromanage the  
7 operations of public utilities and it's not the  
8 function or the -- or the authority of the Commission  
9 to regulate the offering and the provision of  
10 unregulated home services, such as internet, cable or  
11 satellite TV or home protection services.

12 In summary, the Commission should reject  
13 Staff's argument that 393.190 requires prior approval  
14 prior to the transfer of the customer information to  
15 an unaffiliated company.

16 Let's look at the second point. The  
17 second one involves Affiliated Transaction Rule 4 CSR  
18 240-20.015 subsection (2)(c). This is a part of the  
19 Commission's Affiliate Transaction Rule, which is,  
20 according to the purpose of the -- purpose clause in  
21 the Rule, is intended to prevent regulated public  
22 utilities from subsidizing their non-regulated  
23 operations. However, Allconnect is not an affiliate  
24 with Kansas City Power & Light or GMO. And there's no  
25 affiliated transaction involved in the arrangements

1 between the Company and Allconnect, nor are there any  
2 transactions between Great Plains Energy Services  
3 Company, which is sometimes transferred to GPES, and  
4 Allconnect. No money or customer information is  
5 transferred or exchanged between Great Plains Energy  
6 Services and Allconnect.

7 Great Plains Energy Services is, though,  
8 the contracting entity with Allconnect, which acts on  
9 behalf of both KCPL and GMO. This is very common with  
10 GPES. We have a lot of contracts that apply to both  
11 GMO and KCPL but bind the utilities.

12 Staff has argued that this fact somehow  
13 brings it under the Affiliated Transaction Rule, but  
14 the Commission should reject this argument. GPES  
15 contracts with many entities, just as a matter of  
16 efficiency on behalf of Kansas City Power & Light and  
17 GMO. And I'd encourage you to ask Mr. Ives about  
18 that. He has a lot of experience in this area and can  
19 explain why we do it that way. But the fact is, this  
20 doesn't invoke the Affiliate Transaction Rule.

21 Now, Staff has admitted in their  
22 testimony that utilities in Missouri make customer  
23 information available to unaffiliated entities;  
24 namely, the third-party service providers engaged by  
25 utilities to assist them with their regulated



1 operations. And as we mentioned, it includes meter  
2 reading, collections. It includes call center  
3 operations. Missouri One Call. You need to give  
4 information to Missouri One Call to make sure that's  
5 done properly.

6 Staff also has acknowledged that no  
7 utility obtains the consent of customers to make  
8 customer information available to unaffiliated  
9 third-party service providers. They've also admitted  
10 that no utility has requested or -- and certainly  
11 hasn't been granted a waiver of that particular Rule  
12 regarding the provision of specific customer  
13 information to unaffiliated third-party providers.

14 Now, the initial purpose of the transfer  
15 of the call to Allconnect is for a regulated utility  
16 service. It's to confirm and verify the account  
17 information entered in the Company's customer service  
18 system. The limited customer information provided by  
19 KCPL and GMO is the unique customer identifier, the  
20 customer name, service address, service commencement  
21 date and then the confirmation number. That's all  
22 that goes to Allconnect.

23 The transfer of customer calls and the  
24 provision of limited customer-specific information to  
25 Allconnect by the Company for that regulated purpose

1 of confirming the accuracy of that information doesn't  
2 violate that section, and it's consistent with the  
3 customary practices of many utilities around the state  
4 that provide that kind of information to unaffiliated  
5 third parties to help them with their regulated  
6 operations.

7 The evidence will show that the Company  
8 does not force customers to transfer Allconnect. The  
9 customer has every opportunity to decline to arrange  
10 other home services through Allconnect. If they don't  
11 want to discuss home services, they simply say they  
12 don't want to and the -- and the customer call doesn't  
13 get transferred.

14 This customer information is only  
15 utilized by Allconnect to assist in the provision of  
16 unregulated services if the customer agrees to do  
17 business with Allconnect. And that's an important  
18 point. Yeah, if the customer wants to use the  
19 one-stop shopping option and get all of his -- his  
20 home services done in a 10-minute call, that customer  
21 information does get used for providing those home  
22 services.

23 The evidence also establishes that, after  
24 the Company transfers the call and provides the  
25 customer-specific information, the Allconnect agent

1 engages the customer in a conversation to -- to  
2 determine whether he has an interest in home services,  
3 like AT&T or CenturyLink or ComCast or Dish or other  
4 providers of internet, telephone and home security  
5 services. And those services, of course, aren't  
6 regulated by this Commission.

7           If -- if the customer does not agree to  
8 do business with Allconnect, then Allconnect deletes  
9 this information from the Allconnect system where  
10 Allconnect agents are able to view that information  
11 within 30 minutes. I think it may be retained for a  
12 statistical purpose, but it's -- otherwise is not  
13 available to the Allconnect agents and it's not used.

14           And a very important point, I think, in  
15 answer to someone's question, the contract with KCPL  
16 itself precludes Allconnect from using that  
17 information for any purpose other than to service this  
18 contract. And so they can't use it for spamming, they  
19 can't use it for other purposes if -- if they aren't  
20 doing business with Allconnect. Now, if they are  
21 doing business with Allconnect, obviously, they don't  
22 have to give that information multiple times. They've  
23 got the information. It makes it easy; it makes it  
24 possible to get all those kinds of services in a very  
25 short time.

1           Now, if the customer agrees to do  
2 business with Allconnect, then as I said, with the  
3 consent of the customer, Allconnect uses that customer  
4 information to -- to get the AT&T, the ComCast, the  
5 internet services, the home security services in that  
6 call. As a consequence, the transfer of customer  
7 calls and the provision of this limited customer  
8 information to Allconnect by the Company for  
9 unregulated purposes doesn't violate that Rule either.

10           If the customers want the home services  
11 offered by Allconnect, there is consent to utilize the  
12 customer-specific information to arrange for those  
13 home services. For these customers that want to take  
14 advantage of this one-stop shopping option, it's very  
15 convenient for the customer to have already provided  
16 customer specific information for use in arranging  
17 those services. And on that point, I'd encourage you  
18 to ask Mr. Caisley what feedback KCPL receives  
19 directly from their customers about just how  
20 convenient this one-stop shopping option can be.

21           The third area that the Staff has raised  
22 an issue about is 4 CSR 240-13.040(2)(a). Here, Staff  
23 incorrectly alleges that KCPL and GMO have transferred  
24 service quality to Allconnect, in violation of that  
25 Rule. We, of course, disagree with that allegation as

1 well. KCPL and GMO do have qualified personnel  
2 available, and they're prepared to receive and respond  
3 to all customer inquiries, service requests, safety  
4 concerns and complaints related to regulated services  
5 at all times during normal business hours. The Rule  
6 does not prescribe the manner in which -- which we're  
7 to achieve that customer service function, and it does  
8 not require that the personnel be employees of the  
9 public utility itself.

10 The Company has qualified personnel  
11 available and prepared to respond to customer  
12 complaints at all business hours and the Company  
13 handles customer complaints concerning Allconnect in a  
14 way in which better -- which best utilizes its own  
15 resources while at the same time ensuring compliance  
16 with the Commission rules and customer satisfaction  
17 levels. So as a result, the Company hasn't violated  
18 this Rule by allowing Allconnect to be part of the  
19 customer experience.

20 In conclusion, I'd just encourage the  
21 Commission to reject the three arguments that Staff is  
22 making, that 393.190 requires prior regulatory  
23 approval to transfer such customer information,  
24 because it's not being sold, it's not being disposed  
25 of and probably, more importantly, it's not part of

1 the franchise, works and system.

2           And secondly, you ought to reject the  
3 idea that it's a violation of the Affiliate  
4 Transaction Rule. This doesn't involve affiliate  
5 transactions to start with. And if -- if here -- if  
6 the customer indicates that he doesn't want to be  
7 transferred, then he isn't transferred and the call is  
8 ended. Once he is connected to Allconnect, the  
9 customer has the option of discussing home services  
10 with that provider or, instead, ending the call. And  
11 if he chooses to do business with Allconnect, then  
12 he's consenting to have the customer information  
13 available and used for that purpose.

14           And finally, I'd urge you to reject the  
15 idea that our relationship with Allconnect is somehow  
16 infringed upon the Company being able to manage the  
17 needs of its own customers for electricity service  
18 purposes.

19           Most importantly, KCPL and GMO continue  
20 to provide good quality of service to their customers  
21 and this -- this isn't a disputed issue, I don't  
22 think, in this case. Nobody is suggesting KCPL  
23 doesn't give very good, excellent quality service to  
24 their customers. And KCPL and GMO take that  
25 obligation very seriously, and they're committed to

1 ensuring that customers in the future will continue to  
2 have excellent quality of service from our Company.

3 I'll be happy to answer questions. I,  
4 perhaps, could just go through the list that I heard.  
5 There was a question about Mr. Caisley in reference to  
6 pushy and aggressive on page -- page 8 of his  
7 testimony. If you go there, he -- I think what he  
8 talks about is that, early in the process, we were  
9 aware that there was some concern about aggressive  
10 sales and we visited with Allconnect about that, and  
11 that's not a problem in more recent months. And I'd  
12 ask -- encourage you to ask Mr. Caisley about that.

13 I'd also encourage you to ask Mr. Caisley  
14 about his own personal experiences in talking to  
15 customers who have used the Allconnect service,  
16 what -- how convenient or how inconvenient is that?  
17 He can testify to that from personal experience.

18 And I think I've already mentioned that  
19 the revenue numbers that are confidential, we may go  
20 in-camera to talk about those, Mr. Chairman, but those  
21 are pretty small numbers on page 8 of his testimony.  
22 And I encourage you to take a look at that.

23 But with that, I'll be happy to take your  
24 questions.

25 JUDGE WOODRUFF: Mr. Chairman?

1 CHAIRMAN HALL: Thank you. Good morning.

2 MR. FISCHER: Morning.

3 CHAIRMAN HALL: Let me start with, why is  
4 the revenue derived from this Allconnect arrangement  
5 highly confidential? And why is the amount that --  
6 the per call amount, why is that highly confidential?

7 MR. FISCHER: I --

8 MR. HACK: Commissioner, if I may jump  
9 in. Apologies. The contractual relationship between  
10 the Company and Allconnect is -- Allconnect has  
11 competitors and Allconnect doesn't want what it pays  
12 and the contractual terms that it enters into with us,  
13 or other of its service providers, to be available to  
14 its competitors. And that's the primary reason for  
15 the contract being highly confidential and for the per  
16 call payment.

17 So why is the revenue highly  
18 confidential? Because as you've seen here, we've  
19 shown the number of calls that are transferred. So if  
20 you -- if you know both the number of calls that are  
21 transferred, and that's not confidential information,  
22 and the revenue piece, you can back into the per call  
23 fee. So that's why the overall revenue piece is  
24 highly confidential.

25 CHAIRMAN HALL: Commissioner Kenney?



1                   COMMISSIONER KENNEY: Is there a  
2 nondisclosure clause in the contract?

3                   MR. HACK: Yes, sir.

4                   COMMISSIONER KENNEY: Thank you.

5                   CHAIRMAN HALL: Counsel for OPC mentioned  
6 that he had sought information from the Company as to  
7 how customer service at Allconnect person -- at  
8 customer service personnel at Allconnect are  
9 compensated. And I believe he indicated that the  
10 Company was not forthcoming with that information; is  
11 that correct?

12                  MR. FISCHER: That information is  
13 considered confidential as a part of their -- their --  
14 as an unregulated company, they have confidentiality  
15 provisions in many things, including dealing with  
16 other utilities, but also their own business  
17 activities. How they compensate their employees is  
18 considered confidential. Now, Mr. Scruggs is  
19 available here today. He's been very cooperative in  
20 other areas. He's answered 30 Data Requests, he's --  
21 he's also come -- he took a deposition with the Public  
22 Counsel and the Staff, and he's been very cooperative  
23 throughout the entire process.

24                  But I think it needs to be remembered  
25 that Allconnect isn't a public utility subject to the

1 Commission's jurisdiction, and it's not a party to  
2 this case. And although they continue to want to  
3 cooperate, they can't disclose private confidential  
4 information about their Company or about their  
5 relationships with other utilities due to these  
6 confidentiality clauses.

7 CHAIRMAN HALL: Well, I -- I'll ask him  
8 some questions about that, and we'll see where that  
9 goes. But let me ask you, and again this may be a  
10 question for Mr. Caisley or Mr. Ives or someone else  
11 with KCP&L, but customer service personnel at your  
12 Company are compensated, I assume, on a -- on a  
13 straight salary basis. They're not compensated based  
14 upon -- directly upon the result of calls.

15 MR. FISCHER: I think you should ask  
16 Ms. Trueitt that question. That's my understanding,  
17 but I think you should confirm that with her. There  
18 may be bonuses or something related to overall  
19 customer satisfaction surveys and levels. And I think  
20 that's what their key is. That's what they -- that's  
21 what their performance is based on, is how well the  
22 customer experience is. But I'd ask you to ask her  
23 about that.

24 CHAIRMAN HALL: Customer service  
25 personnel at the -- at the Companies, their salaries

1 are included in the Companies' costs, reimbursed or  
2 paid for by -- by ratepayers. Correct?

3 MR. FISCHER: That -- those are typically  
4 included in the revenue requirement when the  
5 Commission sets rates, although I would suggest to you  
6 that they're -- if you look at Mr. Klote's testimony,  
7 he -- he does have some allocations and assignments  
8 below the line of costs that are related to those  
9 customers that are involved in the Allconnect  
10 relationship. And that's allocated out of the public  
11 utility costs of service.

12 CHAIRMAN HALL: You indicated that the  
13 Allconnect program is a benefit to customers.

14 MR. FISCHER: Yes, indeed. That's the  
15 only -- that's the primary reason the Company is  
16 involved in this relationship.

17 CHAIRMAN HALL: And I believe you said  
18 that it is a benefit to customers with regard to  
19 regulated services and unregulated services.

20 MR. FISCHER: Yes.

21 CHAIRMAN HALL: Explain to me what the  
22 benefit is regarding regulated services.

23 MR. FISCHER: The regulated service  
24 piece, initially the -- the Allconnect agent is -- is  
25 required to verify the information that has already

1 been taken from the Kansas City Power & Light customer  
2 service rep to make sure that the service address and  
3 date and name and all that is correct. Now -- and  
4 that's a benefit to the -- to the regulated side. It  
5 may not be as big a benefit, because we can do that  
6 ourselves. We certainly have --

7 CHAIRMAN HALL: You absolutely can do it  
8 yourselves. That's why I don't understand how it's a  
9 benefit to regulated services.

10 MR. FISCHER: It's a benefit because they  
11 do find errors. They do find things that we are able  
12 to correct. And ask Mr. Caisley about that, too,  
13 because I think he -- he'll have an answer for you  
14 that this is a service. But we don't try to -- we're  
15 not alleging that we couldn't do that ourselves.  
16 We -- we have very good customer service folks, and  
17 they do a very good job and they -- they don't have a  
18 lot of errors.

19 CHAIRMAN HALL: My understanding is --  
20 and again, these are some questions that I should  
21 probably direct to Mr. Caisley, and I will, but my  
22 understanding is that from 2005 to 2007 there was a  
23 contractual relationship with Allconnect that used a  
24 transfer model as opposed to a confirmation model?

25 MR. FISCHER: I'd ask you to ask that of

1 Mr. Caisley, but yes, that's my understanding.

2 CHAIRMAN HALL: So I take it he would be  
3 able to explain to me why -- why -- why the Company  
4 switched from -- from one model to another.

5 MR. FISCHER: Yes.

6 CHAIRMAN HALL: And be able to explain  
7 how that switch benefited customers.

8 MR. FISCHER: Definitely.

9 CHAIRMAN HALL: Turning to 393.190 and  
10 the term "works or system." Do you believe that that  
11 is limited to physical plant?

12 MR. FISCHER: Yes.

13 CHAIRMAN HALL: Why didn't it say  
14 physical plant, then?

15 MR. FISCHER: Well, if you go to the  
16 definitions in Chapter 393.386 -- I'm sorry, 386.020,  
17 you'll see the definition of electric plant, of gas  
18 plant. Then there's also definitions of systems for  
19 water systems and sewer systems. And they all relate  
20 to plant. And I'd also mention to you, you may be  
21 aware of it, but the Commission in the past has looked  
22 at the question of whether employees are considered  
23 assets and whether you have to get prior approval to  
24 transfer employees. The Commission rejected a Staff  
25 argument that suggested that that required prior

1 approval. I think, if you look at the definitions,  
2 they all relate to plant. That's what the Trenton  
3 case does as far as defining gas works as gas plant,  
4 and I think that's -- that's the better interpretation  
5 of that. It certainly doesn't include customer  
6 information anywhere in there.

7 CHAIRMAN HALL: Thank you.

8 COMMISSIONER KENNEY: Good morning.

9 MR. FISCHER: Good morning.

10 COMMISSIONER KENNEY: Just pretty brief.

11 Go over that process again when someone  
12 calls in and the tr-- before they're transferred to  
13 Allconnect. Are you saying they are given the option,  
14 Would you like your confirmation number or would you  
15 like to be transferred to Allconnect?

16 MR. FISCHER: They are not asked  
17 specifically, will you consent to be being  
18 transferred. They are asked --

19 COMMISSIONER KENNEY: What are they  
20 asked?

21 MR. FISCHER: At the very end they are  
22 asked -- they are -- they explain what's about to  
23 happen, they're going to be transferred, Do you have  
24 any other information -- or any other questions or  
25 any -- Is there any other way I can be of assistance

1 to you.

2 And at that point it's not uncommon for  
3 about 9 percent of the people to say, I don't want to  
4 be transferred, you know, just -- I want to end the  
5 call.

6 COMMISSIONER KENNEY: But if they think  
7 they have to get their confirmation number by being  
8 transferred --

9 MR. FISCHER: They -- they may very well  
10 take the option to go hear about one-stop shopping, if  
11 they -- they --

12 COMMISSIONER KENNEY: Yeah, but the  
13 Company's determining what's best for that customer,  
14 that they most likely want to go to one-stop shopping.

15 MR. FISCHER: Well, I think that -- ask  
16 Mr. Caisley how that process -- how we view that, but  
17 it's -- what's happened is this gives the customer the  
18 opportunity to hear about the convenience of the  
19 one-stop shopping. They don't have to go there and  
20 many people don't. If they -- if they go there and  
21 they hear about home services, they don't want any,  
22 they say, I'm not interested, and that ends the call.  
23 So --

24 COMMISSIONER KENNEY: Well, okay. That  
25 ends the call. Now is that -- and that has changed

1 from what it was before? Because I -- what I  
2 understood was there was some pushy and some pressure.

3 MR. FISCHER: Ms. Trueit talks about it  
4 in detail in her testimony, but they -- they basically  
5 are electric service. They get the information for  
6 the electric service. They're told that they will be  
7 transferred to Allconnect. Allconnect will verify the  
8 information, they will give them a confirmation number  
9 and they will also give them an opportunity to hear  
10 about other home services. And, Do you have -- Do you  
11 have any questions or is there any other way that I  
12 can assist you at this -- at this time? And --

13 COMMISSIONER KENNEY: Well, okay.  
14 Getting to -- regarding franchise, works and systems.  
15 I appreciate your explanation on that -- about 386 and  
16 that -- those definitions. That helps. Thank you.

17 One other question I just have on the  
18 affiliated transactions on 240-20.015(2)(c).

19 MR. FISCHER: Yes.

20 COMMISSIONER KENNEY: Specific customer  
21 information shall be made available to affiliated or  
22 unaffiliated entities only upon consent of the  
23 customer.

24 MR. FISCHER: I think, if you go back in  
25 history and you look at when the Affiliate Transaction



1 Rule was adopted, that section was designed to make  
2 sure that the companies did not provide an advantage  
3 to their affiliates, that if they're going to provide  
4 customer information, they need to do it to both.

5 COMMISSIONER KENNEY: I appreciate the  
6 history lesson, but I also -- I've learned my time in  
7 the Senate, too, and what -- the words mean something  
8 the way they're written, also.

9 MR. FISCHER: Right.

10 COMMISSIONER KENNEY: So how does the  
11 Company view that they're not -- they don't need to  
12 have consent to give out that customer information?

13 MR. FISCHER: I think you need to look at  
14 it, also, in the context of what's been going on in  
15 the state for many, many years regarding that transfer  
16 of customer information for regulated purposes and  
17 view it in that context.

18 COMMISSIONER KENNEY: Okay. So, because  
19 it's been allowed, it makes it okay?

20 MR. FISCHER: Well, I mean --

21 COMMISSIONER KENNEY: I'm just -- you  
22 know, that's what you're saying?

23 MR. FISCHER: We don't view it as an  
24 affiliate transaction to start with, at all.

25 COMMISSIONER KENNEY: But it says

1 affiliated or unaffiliated.

2 MR. FISCHER: But if you go to those  
3 rules --

4 COMMISSIONER KENNEY: Just a minute. Do  
5 you look at it as an unaffiliated transaction?

6 MR. FISCHER: Certainly, Allconnect is  
7 unaffiliated.

8 COMMISSIONER KENNEY: Okay. So you're  
9 providing customer information to Allconnect.  
10 Correct?

11 MR. FISCHER: Right. Yes.

12 COMMISSIONER KENNEY: Yeah. Without  
13 their consent.

14 MR. FISCHER: Well, without asking, Are  
15 you consenting to transfer this information. But they  
16 are given the opportunity --

17 COMMISSIONER KENNEY: No. They're given  
18 the opportunity to say no, but they're not given the  
19 opportunity to -- you're not asking them. So they  
20 didn't -- so your statement is, that by not rejecting  
21 it, they're granting it.

22 MR. FISCHER: Well, I'm suggesting that  
23 you interpret it based on the practical aspects of  
24 what a common sense interpretation would mean and what  
25 it would do if you do decide that every piece of

1 customer information that needs to be sent to an  
2 unregulated affiliate needs to have customer -- needs  
3 to have Commission approval.

4 COMMISSIONER KENNEY: I can understand  
5 that. I know that meter reading and complaint process  
6 and things like that, but I look at this, just myself  
7 on this one issue, that the Company is providing  
8 personal information to another company.

9 MR. FISCHER: Yes.

10 COMMISSIONER KENNEY: Okay. Thank you.

11 JUDGE WOODRUFF: Commissioner Rupp?

12 COMMISSIONER RUPP: Yes. Thank you.

13 Good morning.

14 MR. FISCHER: Good morning.

15 COMMISSIONER RUPP: Could you go back to  
16 your slide you had with the -- the survey sample  
17 results?

18 MR. FISCHER: Sure. This one or --

19 COMMISSIONER RUPP: The one before.

20 We'll start with this one.

21 MR. FISCHER: This one, yeah. This is a  
22 KCPL survey.

23 COMMISSIONER RUPP: Okay. And you  
24 read -- gave out numbers -- you broke it down a little  
25 bit more in your comments.

1 MR. FISCHER: Yeah. And --

2 COMMISSIONER RUPP: Could you break it  
3 down for me? I didn't have a chance to jot all that  
4 down.

5 MR. FISCHER: Sure. If you go to the  
6 testimony, it does break it down.

7 COMMISSIONER RUPP: Okay. Can you just  
8 tell me where that is?

9 MR. FISCHER: If you go to 2015, I think,  
10 which is the year I was talking about, 49 percent said  
11 that this -- that it had a positive impact on KCPL's  
12 image because they were connected -- or because they  
13 were associated with Allconnect. There was another  
14 39 percent that said it didn't --

15 COMMISSIONER RUPP: Okay. If you can  
16 just tell me where it's at in the testimony, and I'll  
17 find it.

18 MR. FISCHER: That would be in Jeanie  
19 Trueit's testimony.

20 COMMISSIONER RUPP: Trueit. In her  
21 Direct Testimony?

22 MR. FISCHER: Yeah, we just have  
23 Rebuttal.

24 COMMISSIONER RUPP: Okay. Can you go to  
25 the next slide, please?

1 MR. FISCHER: Yes. This -- this is an  
2 Allconnect customer satisfaction survey that they do,  
3 and this one is found in the testimony of Dennis -- of  
4 Dwight Scruggs.

5 COMMISSIONER RUPP: Do you know why the  
6 sample size is almost quadruple from '13 to '15? Is  
7 it a percentage of transferred calls or why is the  
8 sample size --

9 MR. FISCHER: I can't help you there, but  
10 maybe he can.

11 COMMISSIONER RUPP: Okay.

12 MR. FISCHER: But this -- they have a --  
13 they have a range of one to ten, you know, Tell me how  
14 satisfied you are with -- with our service. And the  
15 86 percent or 87 percent of the folks either checked  
16 eight, nine or ten on the box, is my understanding.

17 COMMISSIONER RUPP: Okay. So that's the  
18 Allconnect's survey, and the one before that was your  
19 own, KCPL survey. Correct?

20 MR. FISCHER: Yeah, that's KCPL.

21 COMMISSIONER RUPP: And how does KCPL get  
22 those surveys? Is that through the mail? Is it  
23 automated on the phone? How do they get those?

24 MR. FISCHER: I th-- you better ask Jean  
25 Trueit about that. I think it's -- I think they use

1 an outside service to do that, but I'm not sure.

2 COMMISSIONER RUPP: If I call into KCP&L  
3 and I have a customer service issue, am I asked or is  
4 there a prompt on there for me to have an option of  
5 answering some brief customer service surveys at the  
6 end of the phone call?

7 MR. FISCHER: I can't help you there. I  
8 don't know.

9 COMMISSIONER RUPP: Great. Thank you.

10 JUDGE WOODRUFF: Commissioner Coleman?

11 COMMISSIONER COLEMAN: Thank you.

12 Hi .

13 MR. FISCHER: Good morning.

14 COMMISSIONER COLEMAN: So the next slide,  
15 if you go to it, please, the Allconnect survey. I  
16 would assume that that survey is of KCP&L customers,  
17 but I don't want to assume that.

18 MR. FISCHER: No. You should assume  
19 that.

20 COMMISSIONER COLEMAN: Okay. I just want  
21 to make sure it's not their overall results of a  
22 survey they did of all customers.

23 MR. FISCHER: This is -- I think it's  
24 called a KCPL score card, and it's my understanding  
25 that this specifically relates to that relationship.

1 COMMISSIONER COLEMAN: Just checking.

2 Second question. Okay. So when you were  
3 giving -- addressing us, you mentioned that KCP&L  
4 agents transfer calls to Allconnect after a customer  
5 signing up for service is being asked, would they like  
6 to be transferred. If a person says no, the  
7 confirmation number is given at that time?

8 MR. FISCHER: Yes. Although, I have to  
9 tell you, Commissioner, we're not all perfect in the  
10 customer service realm. Sometimes mistakes are made;  
11 sometimes they don't get that done, but that's the way  
12 it's supposed to work.

13 COMMISSIONER COLEMAN: That would lead to  
14 this question. What's the confirmation number for?  
15 If service is being connected by KCP&L and they're  
16 going through KCP&L for service, who do they have to  
17 call with a confirmation number?

18 MR. FISCHER: I'm not certain in all  
19 instances, but I think, if you are a tenant and  
20 sometimes your landlord wants -- needs to have a  
21 confirmation number to get it hooked up, there may be  
22 instances like that. I don't know how important the  
23 confirmation number would really be for most folks,  
24 but if you want to call back and if you have some  
25 problem, that confirmation number may be helpful in

1 securing the information relating to what it should  
2 have done or, you know, the -- but I think in the case  
3 of the tenant, sometimes the landlords require that.

4 COMMISSIONER COLEMAN: Okay. Thank you.

5 MR. FISCHER: You might ask Ms. Trueit  
6 about that, too.

7 COMMISSIONER COLEMAN: Well, Mr. Caisley  
8 and she has a lot of questions coming evidently.

9 MR. FISCHER: Okay. Well, good. We hope  
10 that's the case.

11 COMMISSIONER COLEMAN: Thank you.

12 JUDGE WOODRUFF: All right. Thank you.

13 MR. FISCHER: Thank you.

14 JUDGE WOODRUFF: And we'll take a break  
15 before we bring up the first witness. We'll come back  
16 at -- let's make it 10:55.

17 (A recess was taken.)

18 JUDGE WOODRUFF: Let's go back on the  
19 record. And while we were on break, I see Ms. Kremer  
20 has taken the stand. So raise your right hand; I'll  
21 swear you in.

22 (Witness sworn.)

23 JUDGE WOODRUFF: Thank you. You may  
24 inquire.

25 MR. THOMPSON: Thank you, Judge. Do I



1 have your leave to inquire from my seat here?

2 JUDGE WOODRUFF: That would be fine.

3 MR. THOMPSON: Thank you.

4 LISA KREMER, testified as follows:

5 DIRECT EXAMINATION BY MR. THOMPSON:

6 Q. Good morning, Ms. Kremer.

7 A. Good morning.

8 Q. I wonder if you might spell your name for  
9 the court reporter.

10 A. Yes. K-r-e-m-e-r, Lisa.

11 Q. And how are you employed?

12 A. I'm the manager of the consumer and  
13 management analysis unit of the Missouri Public  
14 Service Commission.

15 Q. And are you the same Lisa Kremer that  
16 prepared or supervised the preparation of items of  
17 testimony that have been marked as Direct Testimony,  
18 Exhibit 1-HC and NP and Exhibit 2-HC and NP  
19 Surrebuttal Testimony?

20 A. Yes.

21 Q. And do you have any corrections or  
22 changes to that testimony?

23 A. I do.

24 Q. All right. Which item?

25 A. I have them in both the Direct and in the

1 Surrebuttal.

2 Q. Let's start with the Direct.

3 A. All right.

4 Q. Page and line number, please?

5 A. Yes. Page 1, line 10. And just the  
6 correction, I am the manager of consumer and  
7 management analysis unit.

8 Q. Very well. Next?

9 A. Page 3, line 19.

10 Q. Very well.

11 A. A for answer, yes, and Charles R.  
12 Hyneman's testimony should be replaced with Keith --  
13 Keith Majors' testimony.

14 Q. Now, Mr. Hyneman did prepare testimony;  
15 isn't that correct?

16 A. He did.

17 Q. Direct Testimony?

18 A. Yes, sir.

19 Q. But that has been adopted by Mr. Majors;  
20 is that correct?

21 A. Yes. Yes.

22 Q. And Mr. Hyneman is no longer with the  
23 Commission?

24 A. That's true.

25 Q. Very well. Please proceed.

1           A.     Page 14, line 9, and should read, Does  
2 not provide. Insert "not."

3           **Q.     Very well.**

4           A.     Page 21, line 22, and should read, Have  
5 the ability to monitor calls live. Deleting and,  
6 a-n-d.

7           **Q.     Very well.**

8           A.     And I think that's all for the Direct.

9           **Q.     Okay. Rebuttal?**

10          A.     Yes. Page 15, line 17, correcting  
11 approximately 99.7 percent instead of 97 percent.

12          **Q.     Very well. Any more?**

13          A.     Yes. Page 20. And I think we covered  
14 this in the deposition. Page 20, line 8, should read,  
15 The Commission has received one customer complaint  
16 regarding KCPL's use of Allconnect, period, paren, see  
17 Kremer Direct Testimony, comma, Schedule LAK-D2,  
18 comma, page 34 of 93, comma, lines 1-2, closed paren,  
19 period. This matter does not rest on the number of  
20 customer complaints submitted to the consumer services  
21 department and because the Commission has not received  
22 more than one complaint does not affirm KCP&L-GMO's  
23 practices.

24                   MR. THOMPSON: Okay. Did you get that,  
25 Madam Reporter?

1 THE COURT REPORTER: Yes.

2 BY MR. THOMPSON:

3 Q. Any more?

4 A. A few.

5 Q. Okay.

6 A. Page 30, line 9, which may be subject to  
7 the construct of the survey itself. And inserting the  
8 word "the."

9 Q. Okay.

10 A. Well, and excuse me, Mr. Thompson. Above  
11 that as well. I missed an answer beginning at line 3,  
12 should read, capital A, period. No, as indicated  
13 previously.

14 Q. Okay. Very well.

15 A. Okay. Page 31, line 7, should be a  
16 capital A, period for answer.

17 And then we have something that should  
18 have been marked HC in here that did not --

19 Q. Okay.

20 A. -- was not.

21 Q. Where's that?

22 A. That is at -- on page 31, line 15. And  
23 I -- it's in the -- it's in the quotation marks.

24 Q. That's supposed to be HC?

25 A. Yes, sir.

1           **Q.     Okay. Any other corrections?**

2           A.     Just a few.

3                     JUDGE WOODRUFF: Mr. Thompson, with that  
4 document that should have been HC but wasn't, you'll  
5 need to go back into the pre-filed testimony and make  
6 that correction.

7                     MR. THOMPSON: Yes, Judge.

8                     JUDGE WOODRUFF: I'm not sure exactly how  
9 to do that, but you can talk with our data center.

10                    MR. THOMPSON: I will take care of that  
11 at the next break. Thank you, sir.

12                    JUDGE WOODRUFF: Thank you.

13                    THE WITNESS: Page 36, line 18, Schedule  
14 LAK-S6 instead of 3.

15 BY MR. THOMPSON:

16           **Q.     All right.**

17           A.     Page 40, line 11, the last word should be  
18 "representatives."

19           **Q.     Representative?**

20           A.     Ye-- representatives. It should be  
21 plural.

22           **Q.     I see. Okay.**

23           A.     And then I believe I'm supposed to  
24 indicate in the deposition there were -- there was an  
25 errata sheet and there were some corrections made that

1 I believe the Company and others have. I don't know  
2 if I need to go over those or not.

3 Q. No. We won't go over those now.

4 A. Okay.

5 Q. Okay. You did provide them to the  
6 Company?

7 A. I believe Mr. Dottheim did.

8 Q. Okay. As far as you know?

9 A. Yes.

10 Q. All right. With those corrections in  
11 mind, is your testimony true and correct to the best  
12 of your knowledge and belief?

13 A. It is.

14 Q. And if I were to ask you those questions  
15 today, would your answers be the same?

16 A. Yes.

17 MR. THOMPSON: At this time, I would move  
18 to admit Exhibits 1 and 2 both HC and NP.

19 JUDGE WOODRUFF: 1-HC and NP and 2-HC and  
20 NP have been offered. Are there any objections to  
21 their receipt?

22 Hearing none, they will be received.

23 (Staff Exhibits 1-HC and NP and 2-HC and  
24 NP were received into evidence.)

25 MR. THOMPSON: Thank you, Judge. I will

1 tender the witness at this time.

2 JUDGE WOODRUFF: For cross, we'll begin  
3 with Public Counsel.

4 MS. MAYFIELD: Your Honor, before we  
5 begin, would you mind taking down the customer  
6 satisfaction survey results just in case --

7 JUDGE WOODRUFF: I don't have control of  
8 that.

9 MR. FISCHER: I can do that for you,  
10 Judge.

11 JUDGE WOODRUFF: Thank you.

12 MR. FISCHER: I think I can do that.

13 JUDGE WOODRUFF: If you just put it back  
14 to the opening page, that will be fine.

15 MR. FISCHER: All right. How's that?

16 JUDGE WOODRUFF: There you go.

17 CROSS-EXAMINATION BY MS. MAYFIELD:

18 Q. Good morning, Ms. Kremer. How are you?

19 A. I'm fine. How are you?

20 Q. Fine. Do you mind if I call you Lisa?

21 Is that okay?

22 A. That's absolutely fine.

23 Q. Now, Lisa, did you have an opportunity to  
24 review the phone calls between KCP&L, GMO and  
25 Allconnect that are the subject of this particular

1 **hearing?**

2 A. I reviewed a number of them.

3 **Q. Approximately how many did you review?**

4 A. I'm going to -- I'm going to estimate  
5 over the course of time -- I'm going to estimate  
6 around 40.

7 **Q. And those were phone calls that were  
8 recorded phone calls between Allconnect and KCPL/GMO?**

9 A. Yes. They were usually at -- it's a two  
10 part. The customer calls KCPL. We listened to that  
11 end of the call, and then we listened to the end of  
12 the call where the customer is transferred to  
13 Allconnect.

14 **Q. Did you have an opportunity to review the  
15 relationship between KCP&L/Allconnect in terms of  
16 their contractual relationship?**

17 A. I read the agreement. I've read it a  
18 number of times.

19 **Q. So you're familiar with the way customer  
20 calls are transferred from KCPL/GMO to Allconnect?**

21 A. Yes.

22 **Q. And how would you describe that transfer  
23 process?**

24 A. I would describe that based upon a number  
25 of Data Request Responses. The call scripts



1 themselves, I think those are the most telling of  
2 this, and then also listening to the calls. The KCPL  
3 rep directs the call to Allconnect. It informs the  
4 customer, I'm going to transfer you now to the  
5 Allconnect rep. And in fact, if you can give me one  
6 moment, I'll go to the script.

7 And I'm reading page 15 in the Staff  
8 report, Is there anything else I can help you with?  
9 Okay, Mr. or Mrs. Now I'm going to transfer you to  
10 Allconnect. They will confirm your order to ensure  
11 accuracy and can help you connect or transfer to other  
12 services for your home. Thank you for calling KCPL.  
13 Please hold while I transfer you now.

14 **Q. Now in that, does it describe what other**  
15 **services is being referred to?**

16 A. No, it doesn't. And --

17 **Q. What --**

18 A. Go ahead.

19 **Q. I'll let you finish.**

20 A. Well, I was just going to say, when you  
21 go back through Data Request Responses, that's part of  
22 the reason that KCPL indicated in their prior  
23 relationship the call center reps could not answer  
24 customer questions about the services that Allconnect  
25 provide. I think KCPL said -- and I don't believe

1 this is HC -- we aren't salespeople. We couldn't  
2 respond to the questions.

3 It elongated the time that the customer  
4 was on the phone to the KCPL rep, and so that was, in  
5 part, some of the reason for transferring the calls in  
6 the manner in which they do.

7 **Q. Is there a specific name that is given to**  
8 **the manner in which those calls are transferred, to**  
9 **your knowledge?**

10 A. Absolutely. It's called the confirmation  
11 model.

12 **Q. Could you, please, describe the**  
13 **confirmation model for me?**

14 A. I -- you know, in trying to explain these  
15 two models, it is confusing, and we attempted to try  
16 to make it a little more clear by saying it is the  
17 no-customer-consent model. There is no asking of the  
18 customer. It is the direction, as the script reads,  
19 as they have provided in other scripts, I think in --  
20 this is in Data Request 89 in the EW-2013-001 case.  
21 This is actually what the reps see on their screen,  
22 and it is clear they are being -- I'm going to  
23 transfer you to Allconnect. So that is the  
24 confirmation model.

25 **Q. To your knowledge, was there a prior**

1 **relationship between KCPL and Allconnect?**

2 A. There was.

3 **Q. And when did that prior relationship**  
4 **span?**

5 A. I believe it was the 2005 to 2007 time  
6 frame.

7 **Q. Now, did they use that**  
8 **no-consent-transfer model, as you've just described**  
9 **it, in the prior relationship?**

10 A. No, ma'am. They used the transfer model.  
11 They got customer consent, and we asked them -- and  
12 let me see if I can put my fingers on their response.  
13 They said that relationship was unsuccessful.

14 **Q. Was there any explanation given as to**  
15 **what unsuccessful means?**

16 A. There was. And let me see if I can find  
17 that. Just a moment.

18 Okay. Yes. I found it. Let me make  
19 sure this is not highly confidential. Well, it --  
20 ma'am, it says it is highly confidential, contains  
21 market-specific information. I can't --

22 **Q. Can you summarize in a basic word?**

23 A. I'm afraid there might be trouble with  
24 that.

25 MS. MAYFIELD: Your Honor, we would like

1 to move to go to HC.

2 JUDGE WOODRUFF: Okay. We will move to  
3 in-camera, then. If there's anybody in the audience  
4 that needs to leave for this portion, please do so.  
5 And if counsel would look around to see if there's  
6 anybody that needs to leave, let me know.

7 (REPORTER'S NOTE: At this point, an  
8 in-camera session was held, Volume 3, pages 106 to  
9 108.

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1 JUDGE WOODRUFF: Welcome back in regular  
2 session. You may proceed.

3 CROSS-EXAMINATION (CONT'D) BY MS. MAYFIELD:

4 Q. Now, Ms. Kremer, when did Staff first  
5 become aware of the relationship between KCPL, GMO and  
6 Allconnect?

7 A. That was at an April 2013 quarterly  
8 service quality meeting with the Company. We have  
9 been doing those meetings for a number of years, since  
10 the acquisition of the Aquila properties by Great  
11 Plains Energy. We've been meeting -- we've continued  
12 to meet. We talk about a variety of service quality  
13 topics. We review call service performance, meter  
14 reading statistics, just any number of things. I  
15 think they've been a very productive meeting time that  
16 we've had with the Company.

17 And at the conclusion of that, this  
18 was -- we were actually in the agenda room upstairs,  
19 and this was our first try at a web meeting. We --  
20 the Company was in Kansas City and we were in  
21 Jefferson City, Staff was. And we had their  
22 presentation up on the screen, and at the end of the  
23 meeting, I just asked them an open-ended question, Is  
24 there anything else that the Company is doing with  
25 regard to initiatives, programs, anything at all new

1 on the horizon. And the Company mentioned that they  
2 were engaging the services of Allconnect. We talked  
3 very briefly about it, but it -- it generated some  
4 questions, so that's -- that's how we started.

5 **Q. Ms. Kremer, do you have any knowledge**  
6 **about how many callers failed to receive a**  
7 **confirmation number from Allconnect?**

8 A. Yes. Now, that may be HC. Let me -- let  
9 me double check. Just a moment. That's --  
10 Ms. Mayfield, I know the number and I can give you a  
11 response. What I'm not finding just at the touch of  
12 my fingers are -- is whether or not that information  
13 is HC. Let's -- oh, here we go. It -- it appears  
14 it's not HC.

15 A minimum of 2 percent do not transfer  
16 from KCPL to Allconnect. And the Company responded  
17 that -- I believe in Data Request Response, that  
18 that's just an error. That's where maybe the rep hits  
19 the button and for some reason the data does not go.  
20 So we know right immediately that 2 percent of those  
21 customers cannot get their confirmation number because  
22 the information didn't transfer from KCPL to  
23 Allconnect.

24 But then, when you drill deeper, when you  
25 go into the customers verbatim, even as recently as

1 October 2015, we have some other customer complaint  
2 data that says, I never got the confirmation number.  
3 And I think Mr. Glasgow's testimony for the Staff --  
4 Staff did some drilling down in 86 recorded phone  
5 calls, and I have some Glasgow's testimony. I -- I --  
6 it was a -- I would say a fairly high percentage of  
7 customers that didn't get their confirmation number at  
8 all; some that got it at the end of the sales  
9 offerings; some that had to ask for the confirmation  
10 number.

11 And I would say, even in some of the  
12 earlier customer complaint data we looked at,  
13 maddening somewhat when a customer is directed to call  
14 KCPL back and get the confirmation number when that  
15 was the very reason they were transferred, allegedly,  
16 to Allconnect, in part, in the first place.

17 **Q. In listening through the phone calls, if**  
18 **a customer answered no to being transferred to**  
19 **Allconnect, were they promptly given a confirmation**  
20 **number in the phone calls that you listened to?**

21 A. Well, I -- I have a verbatim, and we --  
22 we learned that term from the Company. I have a  
23 verbatim in my Surrebuttal where a customer -- let me  
24 see here if I can find that -- clearly does not want  
25 to be transferred. I won't give the customer's name.

1 And I guess I can't even read the quote, but it is on  
2 page 37 of my testimony. But the customer speaks up,  
3 doesn't want any other services, and the KCPL rep  
4 says, I'm sorry you feel that way; I'm going to go  
5 ahead and transfer you now. So --

6 **Q. So it's your -- is that a no?**

7 A. I'm sorry. What was -- what was your  
8 original question?

9 **Q. The original question is, in every**  
10 **instance, if a KCPL customer decides not to be**  
11 **transferred to Allconnect, are they provided with**  
12 **their confirmation number?**

13 A. No. That -- no.

14 **Q. This is a silly question, but what kind**  
15 **of service does KCP&L/GMO provide?**

16 A. Electric service.

17 **Q. Do utility customers who phone in to**  
18 **KCP&L know, before they're transferred to Allconnect,**  
19 **that they will be asked to purchase unregulated**  
20 **services?**

21 A. No. And that goes to -- that's -- you  
22 can turn to an attachment in my Surrebuttal -- I think  
23 there's a good indication there -- and I believe --  
24 let's see. I don't -- I did not mark this as highly  
25 confidential. I don't think the Company had either.



1 Let me see here.

2 The very last verbatim. They're not  
3 prepared, I wasn't prepared for the onslaught of  
4 information. And this was actually a verbatim. It's  
5 the only one of my 26 -- there are two negative  
6 comments that are -- in the center is a positive  
7 comment about Allconnect, but we felt it was important  
8 to provide it.

9 The rest of them are, I would say, very  
10 negative verbatims, but they were, I was unprepared  
11 for the onslaught of information that I'd be taking in  
12 and/or making decisions on the transfer of my call.  
13 That being said, it was nice to have cable information  
14 consolidated for me so I didn't have to make multiple  
15 calls. I really appreciated that, but it was  
16 completely overwhelming. So the customer is saying, I  
17 wasn't prepared and it was overwhelming.

18 **Q. Any time during the KCPL/GMO contact with**  
19 **the customer, is Allconnect clearly explained to the**  
20 **caller?**

21 A. Could you repeat that?

22 **Q. Sure. At any time during the phone call**  
23 **with the customer between KCP&L and GMO, is Allconnect**  
24 **clearly explained to the caller?**

25 A. Clearly explained. They -- and -- and

1 they have indicated to us -- the script is kind of a  
2 general guideline. We've listened to a number of  
3 calls. I think typically they say, May offer you  
4 other services. Whether those services are defined  
5 as, you know, telecommunications, television, cable,  
6 home security, I'm not sure. I -- I think that -- I  
7 think if you -- you're going to see that all over the  
8 map on what they actually tell customers.

9 **Q. Can I direct you to Schedule D-2 of your**  
10 **Direct Testimony, page 76, please?**

11 A. Yes. You said Schedule D-2. Okay. That  
12 is the direct transfer service agreement?

13 **Q. Not according to mine.**

14 A. Okay.

15 **Q. It should be labeled page 76 of 93 down**  
16 **at the bottom.**

17 A. Okay. Is that the report? Let's see.  
18 Okay. I'm sorry.

19 MR. THOMPSON: Transcript of a call.

20 THE WITNESS: Okay. I'm with you. I'm  
21 sorry.

22 BY MS. MAYFIELD:

23 **Q. Are you at page 76?**

24 A. Yes, I am.

25 **Q. Okay. I'm going to try to count**

1 approximately 13 points down.

2 A. Okay.

3 Q. I'm going to draw your attention -- it  
4 starts out -- do you see where it says, KCP&L and then  
5 there's a comma and it says, Okay, so give me a minute  
6 to get these identities confirmed here? Do you see  
7 where I'm reading from?

8 A. I'm looking for that.

9 Okay. Yes, I'm there.

10 Q. All right. In this -- is this a KCP&L  
11 representative speaking to a customer on the phone?

12 A. I believe at that point, they are.

13 Q. And is this --

14 A. Yes.

15 Q. Is this a verbatim transcript of a call  
16 that occurred?

17 A. It is.

18 Q. Do you see down at the bottom line in  
19 that paragraph I just read referenced, Like transfer  
20 services? Do you see that like transfer services?

21 A. Okay. Just one moment. Like transfer  
22 services they may be able to assist you with that as  
23 well.

24 Q. And who is "they may be able to"?

25 A. All connect.

1           **Q.     Do you know what transfer services is?**

2           A.     Transfer services. No. Well, I'm -- I'm  
3 certain it is the -- it would be the cable, the  
4 internet --

5           **Q.     But is that clearly defined right there?**

6           A.     It isn't, no.

7           **Q.     So it simply says, Like transfer**  
8 **services?**

9           A.     Yes.

10          **Q.     And that is not explained to the**  
11 **customer?**

12          A.     No.

13          **Q.     Lisa, were you in the room when -- I**  
14 **believe it was counsel for KCP&L/GMO referred to the**  
15 **Allconnect as a one-stop shop?**

16          A.     Yes.

17          **Q.     Do any other regulated Missouri public**  
18 **utilities have a one-stop shop --**

19          A.     They do --

20          **Q.     -- like Allconnect?**

21          A.     They do not. And I -- I feel compelled  
22 to interject on that. Staff doesn't necessarily agree  
23 that Allconnect is a one-stop shop, and we feel that  
24 way for a number of reasons, after doing our  
25 investigation. And this comes out in the verbatims in

1 my Surrebuttal, but company and -- companies and  
2 services sold by Allconnect don't always exist. We've  
3 seen that in complaint data. We have evidence of that  
4 in my Surrebuttal. Installation information isn't  
5 always accurate. Sometimes a customer is told that  
6 their cable will be installed on a certain day and --  
7 and it isn't. It also doesn't count -- well, price is  
8 not accurate. You'll see in customer complaint data  
9 that sometimes the prices that they give are not  
10 accurate.

11 But I think, also, most compelling is  
12 that -- and I don't know that KCPL counted this as HC.  
13 Let me just look real quick. I've got my DR right  
14 here. Well, they do count this HC. I think this is  
15 kind of important. I --

16 JUDGE WOODRUFF: Do we need to go into  
17 in-camera?

18 BY MS. MAYFIELD:

19 **Q. I'm sorry. Is it listed as highly**  
20 **confidential. I didn't --**

21 **A. It is. It is listed.**

22 MS. MAYFIELD: Then, yes, Judge, we would  
23 need to. Sorry I didn't catch that. Sorry.

24 THE WITNESS: That's okay.

25 (REPORTER'S NOTE: At this point, an

1 in-camera session was held, Volume 3, page 119 to  
2 121.)

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1 BY MS. MAYFIELD:

2 Q. Last few questions here, Lisa. To your  
3 knowledge does any other regulated Missouri public  
4 utility sell or transfer customer lists to third-party  
5 marketers like Allconnect?

6 A. No.

7 Q. If KCP&L/GMO's position were to win the  
8 day here before the Commission, could a regulated  
9 public utility sell a customer list as it may want to  
10 to, like, Sears?

11 A. If they win the day here --

12 Q. Yeah.

13 A. -- today? It would seem that it could  
14 certainly open the door.

15 Q. To -- so to any third-marketer -- or  
16 third-party marketer?

17 A. It seems to me that could be a  
18 possibility.

19 MS. MAYFIELD: No further questions for  
20 this witness, Your Honor.

21 JUDGE WOODRUFF: Thank you. Move on from  
22 cross from the Company.

23 MR. HACK: Thank you.

24 CROSS-EXAMINATION BY MR. HACK:

25 Q. Good morning, Ms. Kremer.

1 A. Good morning.

2 Q. Thank you. During your -- do you  
3 remember your January 6th deposition, Ms. Kremer?

4 A. Yes, I do.

5 Q. Do you recall Mr. Fischer asked you about  
6 ways that customers not using Allconnect could go  
7 about finding services such as video, home phone,  
8 internet and home security --

9 A. I remember that gen--

10 Q. -- for their new homes?

11 A. I'm sorry. I remember that general  
12 question.

13 Q. Thank you. And do you recall providing  
14 four specific alternatives to that question?

15 A. I -- I remember some of them.

16 MR. HACK: May I approach, please?

17 JUDGE WOODRUFF: You may.

18 BY MR. HACK:

19 Q. I'm going to show you page 24 and  
20 bleeding over onto page 25 of your deposition.

21 A. Okay.

22 Q. Would you, first of all, verify that that  
23 is your deposition?

24 A. It looks like it is.

25 Q. And on page 24, which is in the lower



1 **right-hand -- sorry, left-hand -- or right-hand corner**  
2 **of that page --**

3 A. Yes.

4 **Q. -- do you see that where -- where**  
5 **Mr. Fischer asks you about how customers not using**  
6 **Allconnect might go about finding these services?**

7 A. I believe I'm there. Then they could  
8 obtain their video and internet and home phone -- home  
9 security sep-- separately. Yes, I think so.

10 **Q. The four alternatives -- specific**  
11 **alternatives that you offer are their current**  
12 **provider. Correct?**

13 A. If -- yes.

14 **Q. Now, let me ask you this, Ms. Kremer:**  
15 **If -- if I was moving, say, to Kansas City from Cape**  
16 **Girardeau, Missouri, would my current provider in Cape**  
17 **Girardeau know what's available in Kansas City?**

18 A. If you were -- if you were an AT&T  
19 customer, I think it's very likely that they -- they  
20 would. I mean, they would know if they offer those  
21 services or not.

22 **Q. Let's talk about a cable provider. Would**  
23 **a cable provider know what cable providers are**  
24 **available in Kansas City?**

25 A. They may.

1 Q. And they may not?

2 A. Or they may not.

3 Q. The next specific alternative you  
4 provided was Google. Correct?

5 A. Yes, but I -- well, I feel compelled  
6 to --

7 Q. Well, Ms. Kremer, I just asked you a yes  
8 or no question.

9 A. Okay. All right. What was the question?

10 Q. The next specific example you cited was  
11 Google. Correct?

12 A. Yes.

13 Q. They could Google the provider. Have you  
14 thought about how a customer might frame a Google  
15 inquiry to find a cable provider in Kansas City?

16 A. Who serves cable in Kansas City?

17 Q. You think that would work?

18 A. I think you would get something.

19 Q. The third alternative you offered up was  
20 a phonebook. Correct?

21 A. Yes.

22 Q. Do you have a phonebook in your home?

23 A. I do.

24 Q. I haven't had one for ten years.

25 A. We're different.

1           **Q.     The fourth alternative you offered was**  
2 **ask a neighbor.   Correct?**

3           A.     Just a moment.   They may ask their  
4 neighbors, yes.

5           **Q.     Now, if I'm moving from Cape Girardeau to**  
6 **Kansas City, am I going to know my neighbors?**

7           A.     You may.   You may not.

8           **Q.     When did you start examining the**  
9 **Company's relationship with Allconnect?**

10          A.     I would say it was -- I think we sent our  
11 first list of ten informal questions in May.   I  
12 believe it was even May 6th of 2013 we started.

13          **Q.     So coming on almost three years now?**

14          A.     Well, but this was not our only work,  
15 Mr. Hack.   We have been involved in other  
16 investigations in rate cases, merger cases, a number  
17 of small water and sewer cases, so I don't want to  
18 give you the impression that this is what we've been  
19 doing full time for that period.

20          **Q.     Ms. Kremer, would you just answer my**  
21 **questions --**

22          A.     I'm sorry.

23          **Q.     -- please?**

24          A.     I will.

25          **Q.     I'll try to keep them straightforward.**

1                   **Would it be fair to say that you have**  
2 **strong feelings regarding whether the Company's**  
3 **relationship with Allconnect is beneficial to the**  
4 **Company's customers? This is a yes or no question.**

5           A.     Strong feelings. Let me think about that  
6 just a moment.

7                   I believe you're violating Commission  
8 rules.

9           **Q.     Do you have strong feelings about it?**

10          A.     I don't believe you should violate  
11 Commission rules, so yes, I guess that's a strong  
12 feeling.

13          **Q.     Given the length of time you've been**  
14 **working on the issue and your feelings regarding the**  
15 **matter, is it possible that you're not capable of**  
16 **objectively assessing whether the Company's**  
17 **relationship with Allconnect is beneficial to**  
18 **customers?**

19          A.     Mr. Hack, I think I am very capable of  
20 objectively reviewing the Company's relationship with  
21 Allconnect, and I would say to you that our report,  
22 our investigation, our testimonies, the Staff  
23 complaint, I think is, I believe, a very objective  
24 evaluation of the Company's relationship to  
25 Allconnect.

1           **Q.     On -- on page 40 of your Surrebuttal**  
2 **Testimony, lines 13 through 16 --**

3           A.     Just one moment. I'm at page 40, and I'm  
4 sorry, what line did you say?

5           **Q.     Thirteen through 16.**

6           A.     Okay.

7           **Q.     You state there that Staff disagrees with**  
8 **Mr. Caisley's testimony, which is found at his**  
9 **Rebuttal page 5, lines 9 through 14, that, and I**  
10 **quote, While this revenue stream was certainly a**  
11 **factor in the Company's decision to enter into the**  
12 **Allconnect relationship, it was not the most important**  
13 **factor. The most important factor was and remains the**  
14 **overall impact on customer satisfaction, end quote.**

15                   **Do you recall disagreeing with that**  
16 **testimony by Mr. Caisley?**

17           A.     You -- now you were just reading  
18 Mr. Caisley's testimony; is that right, Mr. Hack? I  
19 was --

20           **Q.     With which you disagreed on page 40 --**

21           A.     I will trust you --

22           **Q.     -- lines --**

23           A.     I don't -- I didn't go to Mr. Caisley's  
24 testimony, the entire quote, but I believe that's --  
25 that's right. And I -- well, I know you want a yes or

1 a no.

2 **Q. Is it your testimony that Mr. Caisley was**  
3 **lying when he testified that, and I quote, The most**  
4 **important factor was and remains the overall impact on**  
5 **customer satisfaction?**

6 A. Mr. Hack, I'm telling you that our review  
7 of the information in this case, the Data Requests --  
8 and, in fact, we have to go in-camera to point to one  
9 thing that I think in Staff's opinion is very  
10 compelling in this case. It was a --

11 MR. HACK: Your Honor, I'd move to strike  
12 the entire answer. This is a yes or no question.  
13 That's all I need.

14 THE WITNESS: I'm not saying Mr. Caisley  
15 was lying.

16 BY MR. HACK:

17 **Q. Thank you.**

18 A. I disagree with his --

19 **Q. That's --**

20 A. Okay. I'm sorry.

21 **Q. Are you aware that the Company has**  
22 **indicated to Staff that it is willing to treat all**  
23 **Allconnect revenues and costs above the line for**  
24 **rate-making purposes to resolve this dispute?**

25 A. You said that this morning.

1           **Q. Does that have any impact on your opinion**  
2 **about the Company's rationale for its relationship**  
3 **with Allconnect?**

4           A. Let me -- let me process what you just  
5 said.

6           I don't know.

7           **Q. Is it -- would it be fair to say that a**  
8 **significant part of the responsibilities of your job**  
9 **is to monitor and assess the performance of utility**  
10 **call centers in the state of Missouri?**

11          A. That is one aspect of our job -- my job.

12          **Q. So is that a yes?**

13          A. Yes.

14          **Q. Would you agree that many quantitative**  
15 **statistics are used to evaluate call center**  
16 **performance?**

17          A. Yes.

18          **Q. Would some of these quantitative**  
19 **statistics include abandoned call rate, average speed**  
20 **of answer, service level or percent of calls answered**  
21 **within a certain period of time and average talk time?**

22          A. Those are some of the quantitative  
23 measures.

24          **Q. And, in fact, Staff routinely monitors**  
25 **these and other quantitative statistics to monitor and**

1 **assess utility call performance. Correct?**

2 A. That's correct.

3 Q. Now, isn't it correct that you've  
4 testified in your Surrebuttal on page 5, lines 13  
5 through 16 -- I'll let you get there.

6 A. Okay. Thank you.

7 I'm there.

8 Q. -- that you believe, and I quote, That  
9 the Allconnect issue does not lend itself to  
10 quantitative analysis, paren, measure of customer  
11 satisfaction, closed paren, but rather is a  
12 qualitative matter, paren, is what the Company is  
13 doing right and in the best interest of its utility  
14 customers, closed paren, closed quote.

15 Do you recall that testimony?

16 A. I am reading it, yes.

17 Q. So I want to read to you a list of  
18 quantitative evidence, and I'll -- I'll do them item  
19 by item. And each one calls for only a response of  
20 either yes, no or I don't know. And I'm going to ask  
21 you, after I read each one, whether it would be  
22 accurate to say that you accord that quantitative  
23 evidence zero weight in assessing whether the  
24 Company's relationship with Allconnect is beneficial  
25 to its customers. Are you ready?



1 A. Yes.

2 Q. So the first one, and I think this is  
3 on -- this is an HC number.

4 Approximately X percent of the customers  
5 whose calls are transferred to Allconnect buy products  
6 through Allconnect.

7 And that X percent you mentioned  
8 in-camera. Do you recall that?

9 A. Yes.

10 Q. So the question -- and that X percent is  
11 found on Mr. Caisley's Rebuttal, page 8, line 17. The  
12 question I have for you is: Do you accord that  
13 quantitative evidence zero weight in assessing whether  
14 the Company's relationship with Allconnect is  
15 beneficial to its customers?

16 A. Zero weight. I cannot give that a yes or  
17 a no, Mr. Hack. I'd have to explain my answer and, in  
18 part, going back to my HC testimony as to why we  
19 questioned that very number.

20 Q. So you can't answer yes or no?

21 A. I guess I cannot answer yes or no  
22 without -- without qualifying my answer.

23 Q. So -- so I'm going to ask you another  
24 one. 79 percent of almost 1,500 customers surveyed by  
25 KCP&L during the period from the third quarter of 2013

1 through the third quarter -- through the fourth  
2 quarter of 2014 regarding KCP&L's provision of the  
3 opportunity to purchase additional home services, such  
4 as phone, internet and cable all in one call. Of  
5 those 1,500 customers, 79 percent responded that this  
6 opportunity either greatly improved, somewhat improved  
7 or did not change the customer's perception of KCP&L.  
8 And that survey is found on Mr. Caisley's Rebuttal  
9 Testimony Schedule CAC-1, page 1, the top chart.

10 The question I have is: Do you accord  
11 that quantitative evidence zero weight in assessing  
12 whether the Company's relationship with Allconnect is  
13 beneficial to its customers?

14 A. And you want a yes or a no?

15 Q. Or an I don't know.

16 A. Do I give it zero weight? Yes.

17 Q. I only have three more of these. So in  
18 Mr. Scruggs' Rebuttal Testimony, page 9 --

19 A. Let me get there, Mr. Hack.

20 Q. Okay.

21 A. I'm there.

22 Q. Page line -- I'm sorry, page 9, lines 19  
23 through 22 and Schedule DS-2, page 1, and Schedule  
24 DS-2, page 2.

25 A. Okay.

1           **Q.     So that provides quantitative evidence**  
2 **that no less than 78 percent, and up to 87 percent, of**  
3 **the Company's customers surveyed by Allconnect on a**  
4 **quarterly basis from the third quarter of 2013 through**  
5 **2015 responded that their overall satisfaction with**  
6 **Allconnect was favorable by checking boxes 8, 9 or 10**  
7 **on a 10-point scale with 10 being very satisfied.**

8                   **My question to you -- do you see that**  
9 **testimony?**

10           A.     Yes.

11           **Q.     My question to you is: Do you accord**  
12 **that quantitative evidence zero weight in assessing**  
13 **whether the Company's relationship with Allconnect is**  
14 **beneficial to its customers?**

15           A.     I do. And I have a reason for that, but  
16 I -- you want a yes or --

17           **Q.     The answer is yes?**

18           A.     Yes.

19           **Q.     Thank you. Second-to-last one, and this**  
20 **is found in Ms. Trueit's Rebuttal Testimony, Schedule**  
21 **JAT-4.**

22           A.     Just one moment.

23           **Q.     Okay.**

24           A.     I'm there.

25           **Q.     So the top chart --**

1 A. Yes.

2 Q. -- shows that no less than 84 percent,  
3 and up to 88 percent, of the Company's customers  
4 responding to KCPL's Voice of Customer Survey  
5 responded that, and I quote, In terms of starting  
6 service with KCP&L, the experience with the Allconnect  
7 agent either positively impacted or did not impact the  
8 customer's overall opinion of KCP&L. Do you see that?

9 A. I do.

10 Q. And it's the same question. Do you  
11 accord that quantitative evidence zero weight in  
12 assessing whether the Company's relationship with  
13 Allconnect is beneficial to its customers?

14 A. I do.

15 Q. Last one. Mr. Scruggs' Rebuttal, page 2,  
16 lines 17 through 19.

17 A. I read-- I'm reading.

18 Q. Mr. Scruggs cites that, based on --  
19 according to customer responses to Allconnect surveys,  
20 customers save on average 90 minutes of time in  
21 understanding and selecting home services through  
22 Allconnect.

23 My question to you is: Do you accord  
24 that quantitative evidence zero weight in assessing  
25 whether the Company's relationship with Allconnect is

1 **beneficial to its customers?**

2 A. I do. And I have a reason for that.

3 Q. **And your counsel can ask you questions**  
4 **about that later.**

5 Can you point to any quantitative or  
6 statistical evidence pertinent to the Company's  
7 contact center indicating that the Company's  
8 relationship with Allconnect has had a detrimental  
9 impact on the performance of the Company's contact  
10 center?

11 A. A detrimental impact on the performance  
12 of the Company's contact center.

13 Q. **Correct.**

14 A. Let me -- can you repeat that again?

15 Q. **Can you point to any quantitative or**  
16 **statistical evidence pertaining to the Company's**  
17 **contact center indicating that the Company's**  
18 **relationship with Allconnect has had a detrimental**  
19 **impact on the performance of the Company's contact**  
20 **center?**

21 A. The performance of KCPL's --

22 Q. **Correct.**

23 A. -- contact center. I think some of the  
24 customer complaints. I don't have those numbers at my  
25 fingertips, but the -- the reliance, for example, and

1 you're -- this is -- I don't know if this is an HC  
2 issue or not. But going back to the score cards that  
3 Allconnect provided KCPL.

4 **Q. How does that pertain to the Company's**  
5 **contact center, Ms. Kremer?**

6 A. Because KCPL's contact center referred  
7 those complaints to Allconnect and, in my opinion, did  
8 not do its -- did not fulfill its role as qualified  
9 utility personnel to handle customer complaints.

10 **Q. Ms. Kremer, you state on page 2 of your**  
11 **Surrebuttal Testimony that you will demonstrate -- and**  
12 **let me find specific -- precisely where it is. Lines**  
13 **6 through 8.**

14 A. On page 2?

15 **Q. Page 2 of your Surrebuttal.**

16 A. Okay.

17 **Q. You state that you will demonstrate, and**  
18 **I quote, That Allconnect is not needed to verify**  
19 **KCP&L/GMO customer information. Correct?**

20 A. That's true.

21 **Q. Would it be reasonable to infer from that**  
22 **statement that you believe the Company has testified**  
23 **that Allconnect is needed to verify the KCPL/GMO**  
24 **customer information?**

25 A. The Company has certainly put out that

1 that's a benefit to it.

2 **Q. Ms. Kremer, is that a yes or a no?**

3 A. Repeat the question again, please.

4 **Q. Would it be reasonable to infer from that**  
5 **statement that you believe the Company has testified**  
6 **that Allconnect is needed to verify KCP&L/GMO customer**  
7 **information?**

8 A. I believe you have.

9 **Q. Where?**

10 A. You have said costs are going to go up.  
11 Customers are going to have to pay more if you -- if  
12 you discontinue your relationship with Allconnect. It  
13 would take me a minute to find the witness that said  
14 it or witnesses. But you have certainly implied that  
15 that is now necessary to your regulated utility  
16 operations.

17 **Q. Haven't -- wouldn't it be -- would you**  
18 **agree with me -- let me ask it this way: Would you**  
19 **agree with me if I told you that, in fact, no Company**  
20 **witness has testified that having Allconnect verify**  
21 **KCP&L/GMO customer information is needed -- and I use**  
22 **needed in quotes -- rather, the Company has testified**  
23 **in Ms. Trueit's Rebuttal and Mr. Caisley's Rebuttal**  
24 **that having Allconnect verify customer information is**  
25 **beneficial because the Company pays Allconnect nothing**

1 **for that service; and if Allconnect stopped performing**  
2 **that function, then the Company would need to have it**  
3 **performed in some other way, likely by its own**  
4 **employees?**

5 A. I'm trying to follow the question there.  
6 What was the question?

7 **Q. Isn't that what the testimony says? Do**  
8 **we ever use the word "need"?**

9 A. Well, let me put it to you this way,  
10 Mr. Hack: If you are saying that regulated utility  
11 customers' costs are going to increase if you  
12 disconnect or if you discontinue the relationship with  
13 Allconnect, to me the Company, in effect, is saying we  
14 need that relationship or else we wouldn't be asking  
15 our regulated customers to pay for it.

16 **Q. Let's talk about that. Are -- call**  
17 **center reps are paid an hourly wage. Correct?**

18 A. I believe so.

19 **Q. And having a KCP&L call center rep**  
20 **perform the verification function that Allconnect now**  
21 **performs would increase the time of those calls.**  
22 **Correct?**

23 A. I don't believe so, Mr. Hack. I don't  
24 know that. All I do know, that when we look at your  
25 call center evaluation material, it is heavily



1 weighted on this very thing that you believe or you're  
2 saying Allconnect does for you, the verification of  
3 customer information, transactional accuracy.

4 I think we put in our testimony -- I  
5 don't believe this was HC, but even 35 percent, I  
6 believe, of the evaluation criteria for your call  
7 center reps are based upon this very thing. And the  
8 other thing is your -- your Company did it for decades  
9 without Allconnect. You can certainly do that.

10 **Q. But let me just ask you the question**  
11 **again. If we're -- if KCP&L is handling the call**  
12 **today that is transferred to Allconnect and does not**  
13 **perform the verification, the confirmation of the**  
14 **accuracy of the customer information and all --**  
15 **instead relying upon Allconnect to do that. Correct?**

16 A. Your -- your reps are required today to  
17 do it.

18 **Q. I need you to listen --**

19 A. Okay. I'm sorry.

20 **Q. -- to my question.**

21 A. I'm listening.

22 **Q. For calls that are transferred to**  
23 **Allconnect today, the KCP&L customer service rep does**  
24 **not perform the verification, confirmation of data**  
25 **accuracy function; isn't that correct?**

1           A.     I disagree. They're evaluated on that.  
2     The evaluation criteria includes that. And I would  
3     suspect -- I believe we have your training materials.  
4     If I dug hard enough, I bet they're trained on that  
5     very -- that very topic. They have the confirmation  
6     number in their possession. They're not giving it to  
7     the customer and, instead, they are transferring that  
8     to Allconnect.

9           **Q.     So let's probe this a little more. So**  
10    **they -- you're saying they perform this verification**  
11    **function and then they transfer the call to Allconnect**  
12    **and then Allconnect performs the verification function**  
13    **and then Allconnect finds 280 mistakes; is that**  
14    **correct?**

15          A.     I'd like you to repeat that, but I'm glad  
16    you mentioned the mistakes. The 280 or 279  
17    corrections that are made out of 10,000 that  
18    Allconnect sent back to KCPL and said there may be an  
19    issue with this, of which KCPL only accepted 279. To  
20    me, that demonstrates that this -- this verification  
21    that Allconnect does, this review of customer  
22    information is not necessary. And in fact, Mister --  
23    I believe at our -- our July 17th, 2014 meeting, the  
24    Company said the corrections are getting fewer.

25          **Q.     Let me ask you this, Ms. Kremer: Do you**

1 know, for calls not transferred to Allconnect where  
2 the confirmation is provided only by the KCP&L rep,  
3 what percent of calls, what percent of data entry is  
4 corrected?

5 A. What -- can you repeat that again?

6 Q. For start/transfer service calls that are  
7 not transferred to Allconnect --

8 A. Okay.

9 Q. -- only Company personnel perform this  
10 verification function. Correct?

11 A. Yes.

12 Q. So you agree that's performing a  
13 regulated service.

14 A. Yes.

15 Q. Do you know what percentage of accounts  
16 are corrected when Company personnel are the only ones  
17 performing this verification function?

18 A. I don't. But somewhere in data request  
19 responses you all provided us, I believe -- I believe  
20 we asked all the internal control processes and checks  
21 the Company has in place to ensure that data is  
22 corrected properly.

23 Q. So --

24 A. When there are errors.

25 Q. Sure. But you really don't have any

1 **basis to know whether the percent corrected by**  
2 **Allconnect is -- is higher, lower or different in any**  
3 **respect whatsoever from the percentage corrected by**  
4 **KCP&L's own personnel?**

5 A. I'm just processing your question. I  
6 know this: I know your reps are evaluated on and  
7 performed that function for decades very well, and  
8 customers are paying for that. They're entitled to  
9 have it. They're entitled to their confirmation;  
10 they're entitled to have accurate data in their  
11 system.

12 And there are measures -- for example, if  
13 a bill comes back to KCPL, KCPL is going through  
14 NexisLexis -- and I think that your call center reps  
15 are now beginning what's called PosID, which -- to  
16 ensure that I didn't leave you with an outstanding  
17 balance. And in those types of checks, that would  
18 certainly be an extra layer of verification of correct  
19 spelling of name, address, et cetera.

20 **Q. But you have no percentage to compare to**  
21 **the percentage of corrections done by Allconnect?**

22 A. No.

23 **Q. So I think you agreed that confirming**  
24 **start/transfer service order and account accuracy is a**  
25 **necessary function in the provision of regulated**

1 **utility service. Correct?**

2 A. Okay. Excuse me. One more time,  
3 Mr. Hack. That confirming accuracy is a necessary  
4 part of --

5 **Q. The provision of regulated utility**  
6 **service.**

7 A. Yes. And every other utility in the  
8 state does it with their own call center reps, and  
9 KCPL did it for decades.

10 MR. HACK: Move to strike everything  
11 after yes.

12 JUDGE WOODRUFF: Please just be  
13 responsive --

14 THE WITNESS: I'm sorry.

15 JUDGE WOODRUFF: -- to the question. We  
16 will strike that response.

17 THE WITNESS: All right.

18 BY MR. HACK:

19 **Q. And during your January 6th deposition,**  
20 **you testified that you would not recommend that the**  
21 **Commission itself attempt to dictate how public**  
22 **utilities are managed on a day-to-day basis. Correct?**

23 A. That's in my deposition, Mr. Hack?

24 **Q. Yes.**

25 A. Can you point me in -- to the page?

1 Q. Yes, I can. Do you have your deposition  
2 with you?

3 A. I do.

4 Q. It is page 31, line 21 through page 32,  
5 line 1.

6 A. Okay. Page 31, line 32?

7 Q. I'm sorry. Page 31, line 21 --

8 A. Okay.

9 Q. -- through the first line on the next  
10 page.

11 A. Yes.

12 Q. So you did agree that you would not  
13 recommend to the Commission itself to attempt to  
14 dictate how public utilities are managed on a  
15 day-to-day basis. Correct?

16 A. Yes. That's correct.

17 Q. And I believe you also indicated during  
18 your deposition, and this is on page 9, lines 11  
19 through 16, that you were aware that Missouri courts  
20 have concluded that regulatory authority of the  
21 Commission doesn't include managing the utility  
22 operations themselves. Do you recall that?

23 A. Yes.

24 Q. I believe you also indicated during your  
25 deposition, page 36, lines 3 through 7, that you

1 agreed it was a management function to decide whether  
2 the contact center should be staffed by KCP&L  
3 employees or the employees of some other service  
4 provider. Do you recall that?

5 A. Yes.

6 Q. And you also acknowledged during your  
7 January 6th deposition that another utility in the  
8 state has outsourced call center operations without  
9 seeking prior approval from the Commission. And  
10 that's on page 39, lines 18 through 21 and page 40,  
11 lines 6 through 11.

12 A. Okay. Mr. Hack, I'm on page 39, and  
13 What -- what line did you say?

14 Q. Eighteen through 21.

15 A. Yes.

16 Q. And you acknowledged during your  
17 January 6th deposition that Staff has not filed a  
18 complaint against the utility that outsourced contact  
19 center operations. Correct?

20 A. I'm not seeing that question, but I --

21 Q. Page 40, lines 12 through 15.

22 A. Okay. Yes.

23 Q. And you also agreed during your  
24 deposition, page 40, lines 16 through 23, that the  
25 outsource call center would need access to customer

1 **specific information to perform the call center**  
2 **function. Correct?**

3 A. Let me read that question and answer.  
4 Just one moment.

5 **Q. Okay.**

6 A. Yes.

7 **Q. So -- so that's -- you did agree with**  
8 **that.**

9 A. Yes.

10 **Q. Okay. Thank you. Ms. Kremer, do you**  
11 **recall that Allconnect personnel invited you and Staff**  
12 **to visit one of its call centers to get a firsthand**  
13 **look at its operations?**

14 A. I believe they did.

15 **Q. Did Staff accept Allconnect's invitation**  
16 **and visit one of its call centers to get a firsthand**  
17 **look at its operation?**

18 A. We did not.

19 **Q. Why not?**

20 A. Well, I'm sure there were a number of  
21 reasons. I -- based upon the information we had, our  
22 investigations, the recorded phone calls, I don't  
23 believe we felt it was necessary to do that. There's  
24 also an expense involved in travel.

25 MR. HACK: That's all the questions I



1 have, Your Honor.

2 JUDGE WOODRUFF: All right. It's now  
3 12:05. We'll go ahead and take a break for lunch.  
4 We'll come back at 1:15.

5 (A recess was taken.)

6 JUDGE WOODRUFF: All right. Let's come  
7 back to order. It's 1:15. We're back from our lunch  
8 break, and Ms. Kremer is still on the stand. We're  
9 ready for questions from the Bench. Mr. Chairman.

10 QUESTIONS BY CHAIRMAN HALL:

11 Q. Good afternoon, Ms. Kremer.

12 A. Good afternoon.

13 Q. Let me turn to page 20 of your Direct  
14 Testimony.

15 A. Yes.

16 Q. Lines 3 and 4. Your -- you are asked, Is  
17 there any reason KCP&L and GMO cannot verify the  
18 accuracy of their own customer data when customers  
19 apply for a new service or request a service transfer?  
20 And you respond no.

21 A. Yes, sir.

22 Q. Okay. I was wondering if you could  
23 elaborate on that answer?

24 A. Absolutely. I think there's several  
25 points there. First and foremost, they well performed

1 that service for decades before Allconnect. And to  
2 Staff's knowledge -- and I have visited with consumer  
3 services, there were no complaints or issues with them  
4 doing that before that time. As does every other  
5 regulated utility in the state of Missouri. Even the  
6 small waters and sewers do that -- that -- that task.

7 Call center reps are trained to do that,  
8 and I think I talked maybe a little bit earlier today  
9 about the evaluation of KCPL's call center reps, that  
10 about 35 percent of their evaluation criteria is based  
11 on their ability to verify customer data, to ensure  
12 transactional accuracy. They're trained do that. And  
13 then, somewhere in this information, we asked KCPL,  
14 What about the other internal controls when there is  
15 an error made? Return mail, for example, or meter  
16 reading data will come back and a meter number  
17 typically is tied to a customer record.

18 But even now KCPL has started, I believe,  
19 and Ms. Trueit could probably tell you more about  
20 this. The call center reps do something called PosID,  
21 which is -- I believe they're checking through  
22 LexisNexis, or something else, to verify that the  
23 customer doesn't have a prior outstanding debt. So  
24 that's another source that they have available to them  
25 to make sure that they've spelled the customer's name

1 correctly, that they have the right address.

2           And again, I think looking back at  
3 Ms. Trueit's work paper, I think we talk about this in  
4 the Surrebuttal. The actual corrections that KCPL is  
5 making from the Allconnect data so very, very small.  
6 I think 279 corrections out of a potential 10- to  
7 11,000 corrections that Allconnect sends over and  
8 says, Look at this, KCPL is making just -- just a very  
9 small amount of those actual corrections.

10           **Q. So it's Staff's position that -- that the**  
11 **utility is -- is able to verify the accuracy of the --**  
12 **of their customer data, and you believe that is so**  
13 **because they've -- they did it historically without**  
14 **problems identified and other utilities do that**  
15 **without -- without the services provided by**  
16 **Allconnect. And then I guess third, that the customer**  
17 **service reps at KCPL and GMO are qualified,**  
18 **experienced and -- and able to perform this function.**

19           A. Absolutely.

20           **Q. So would you say that -- that the**  
21 **services provided by Allconnect to customers,**  
22 **vis-a-vis regulated service, is zero?**

23           A. That's how I see it, sir, yes.

24           **Q. So putting aside the issue of whether**  
25 **there's benefits for customers vis-a-vis non-regulated**

1 **service, it's Staff's position that there is zero**  
2 **benefit.**

3 A. Yes.

4 **Q. Okay. Now, how do you reconcile that --**  
5 **that position with the fact that there were 279**  
6 **mistakes made by GMO and KCP&L customer service**  
7 **personnel identified by Allconnect service reps?**

8 A. For one thing, I'm not sure. I -- I --  
9 if I looked at this, I don't remember what the results  
10 were. The extent of those corrections, if they were  
11 truly something so minimal that, you know, a terrace  
12 versus a street name, you know -- I mean, the facts  
13 are what they are. They had -- they accepted 279  
14 corrections.

15 **Q. And are you -- are you essentially saying**  
16 **that that number is -- there may be some benefit, but**  
17 **it's essentially de minimis?**

18 A. Absolutely, yes.

19 **Q. So -- and I can ask Ms. Trueit about**  
20 **this, because it is -- it is her work paper, but I'm**  
21 **going to ask you a couple of questions about it --**

22 A. Certainly.

23 **Q. -- as well. And you referred to this as**  
24 **well just a moment ago. This is Schedule LAK-S4**  
25 **attached to your Surrebuttal Testimony.**

1 A. Yes.

2 Q. And I want to make sure I'm understanding  
3 this right. But is this -- is this indicating that  
4 during 2015, January to October, there were 80,741  
5 calls -- this isn't HC. Right? Okay. There were  
6 80,741 calls transferred by KCP&L and GMO to  
7 Allconnect.

8 A. Yes, sir. And that is, to my understand--  
9 that is Kansas and Missouri. They could not separate  
10 that out.

11 Q. Okay. And then of those, 10,217 there  
12 were mistakes identified by -- by Allconnect  
13 personnel?

14 A. I would say those would be -- I would  
15 call them potential mistakes. And I think she lists  
16 on there potential corrections.

17 Q. Okay. So how do you -- that 10,000  
18 number seems really high to me, one in eight. But  
19 then the 279 out of the 10,000 seems incredibly low.  
20 So does that mean that Allconnect totally whiffed  
21 on -- on 10,000 -- roughly 10,000 of the 10,217  
22 potential mistakes they identified?

23 A. What this says to me is that whatever  
24 Allconnect gave them, KCPL said only 279 of those are  
25 valuable enough to us to make a change. Whatever they

1 contained out of all those 80,000 calls, 279 were  
2 something that we would correct.

3 **Q. Okay. Did -- did you look at or did**  
4 **Staff look at what type of communication was required**  
5 **between Allconnect and KCP&L and GMO to -- to address**  
6 **the 10,217 potential mistakes?**

7 A. I believe they send them a correction  
8 file with -- with those things in them.

9 **Q. Okay. So do you know -- so that's all**  
10 **that -- that's all that happens as far as you know?**  
11 **There is a file sent? And then someone -- and again,**  
12 **these are questions for Ms. Trueit, perhaps, but as**  
13 **far as you know, KCP&L and GMO then uses their own**  
14 **resources to investigate these potential mistakes?**

15 A. That's my --

16 **Q. And then makes decisions as to which ones**  
17 **are worthy or -- which ones are actually mistakes?**

18 A. That's my understanding.

19 **Q. And so, do you believe that there are --**  
20 **that that requires some resources on behalf of the**  
21 **Company?**

22 A. Absolutely.

23 **Q. Do you know how much?**

24 A. No, sir, I don't.

25 **Q. Okay. When -- when KCP&L and GMO**

1 **switched to this Allconnect program in 2013, was there**  
2 **any reduction, as far as you know, in their customer**  
3 **service expenses?**

4 A. Not to my knowledge. I think they --  
5 they may have talked at some point in 2013. They had  
6 a -- they reduced their call center reps. I don't  
7 know that that was in relation to Allconnect.

8 **Q. Okay.**

9 A. But, yeah.

10 **Q. Do you believe that most customers, when**  
11 **they are transferred to Allconnect, understand that**  
12 **Allconnect is not an affiliated entity to KCP&L or**  
13 **GMO?**

14 A. I think there's a lot of confusion, from  
15 what we've heard on calls, that customers think it is  
16 part of the regulated service. They think, you know,  
17 they're getting that confirmation number again from  
18 Allconnect. So it would make sense that some might  
19 think this is part -- this is an extension of KCPL.  
20 And I think KCPL's website says KCPL's Allconnect. So  
21 there -- there is some confusion.

22 **Q. Do you believe that most consumers**  
23 **believe they have a choice as to whether to -- to hold**  
24 **for Allconnect?**

25 A. I don't believe that. And I -- I would

1 tell you the scripts, the calls we've listened to,  
2 KCPL, in my opinion, is in the position of control and  
3 they're directing those calls to Allconnect. I think  
4 the program is designed to do that.

5 **Q. And is further evidence of that position**  
6 **that when -- when KCPL and GMO employ the transfer**  
7 **model, the number of customers that accepted the**  
8 **transfer was significantly lower than the number of**  
9 **customers that -- that hold under the current program?**

10 A. Yes. And in fact, at a meeting we had  
11 with -- with KCPL in July of 2014, I believe it was  
12 Mr. Caisley who said, If we use the transfer model,  
13 fewer customers will go over.

14 We talk about Ameren in my testimony --

15 **Q. So in your view --**

16 A. I'm sorry.

17 **Q. -- is that evidence that customers don't**  
18 **believe they have a choice?**

19 A. I believe it is.

20 **Q. What do you believe is -- or what does**  
21 **Staff believe is the goal for a utility customer**  
22 **service representative when -- when -- when talking to**  
23 **a customer?**

24 A. The goal for a utility customer --

25 **Q. No, I'm -- that was an awful question.**



1 **What is the -- what is -- what is the -- the overall**  
2 **purpose of a customer service function --**

3 A. Well, at a --

4 **Q. -- at a regulated utility?**

5 A. -- utility. To make sure that the  
6 customer is provided the regulated service; to make  
7 sure that the customer's questions are answered and  
8 that they're consistent with Commission rules, the  
9 Company's tariffs; to make sure that they are helpful  
10 to the customer, that they're courteous in their  
11 speech, that the customer understands what the  
12 representative is saying.

13 The Company already has that sale. They  
14 know, if you live in Kansas City Power & Light service  
15 territory and you want electric service, you're going  
16 to be buying it from them. So there's no pressure on  
17 the rep to sell them something, but it is to be of  
18 help and to make sure they have the service started  
19 when they want. If they've got a billing question,  
20 that they're -- they're responding accurately and  
21 appropriately to the customer. They really are a help  
22 to the customer.

23 **Q. And how do you compare that goal to the**  
24 **goal of an Allconnect customer service representative?**

25 A. Well, I'll -- I'll try to stay out of the

1 highly confidential, but the presentation that we have  
2 attached, I think it's to my Surrebuttal from  
3 Allconnect, there's a phrase in there about what the  
4 reps are to do that is, you know, very different from  
5 a Kansas City Power & Light rep.

6           These reps are trained to sell. That is  
7 their job. They're there to sell services. Kansas  
8 City Power & Light, in one of the Data Requests I  
9 referenced earlier, that was part of the reason they  
10 said, well, the transfer model didn't work. Because  
11 the Allconnect reps are trained to sell. They know  
12 the product, and Kansas City Power & Light doesn't.  
13 So there is a very distinct difference between the two  
14 call centers.

15           **Q.       What is the purpose of the confirmation**  
16 **number?**

17           A.       It serves many important purposes. It is  
18 a tracking device. If the service isn't turned on on  
19 the date that was committed or understood, the  
20 customer can call in with that number and it can track  
21 the order. It's particularly critical for people in a  
22 renting situation. If you have a landlord that wants  
23 demonstration that you can provide -- you can have  
24 electric service to their property, the confirmation  
25 number is very important in that -- in that type of

1 situation. And there may be other reasons as well,  
2 but those are the ones that stand out in my mind.

3 **Q. Do you know if Allconnect can transfer a**  
4 **call back to KCP&L or GMO?**

5 A. I --

6 **Q. Or if that ever happens?**

7 A. The only reason I -- I don't believe they  
8 do is because we've seen customer comments where the  
9 Allconnect rep said, You will have to call KCPL back  
10 to get your confirmation number. So I -- if it  
11 exists, I'm not aware of it.

12 **Q. Why do you believe that the quantitative**  
13 **measures are not relevant to a determination of**  
14 **whether Allconnect -- whether the Allconnect contract**  
15 **benefits KCPL/GMO customers?**

16 A. And I think we go right back to the  
17 Affiliate Transactions Rule, which is the -- I guess  
18 I'm using that as the -- the qualitative is the  
19 Company -- is what the Company doing right. And when  
20 you go to the Rule, the Affiliate Transaction Rule  
21 (2)(c), which says, Specific customer information  
22 shall be made available to affiliated or unaffiliated  
23 entities only upon consent of the customer or as  
24 otherwise provided by law or Commission rules or  
25 orders.

1           To me, that is the -- that is the yes or  
2 no. And if you -- if you're not passing that, the  
3 other issues of customer satisfaction, they're --  
4 they're not -- they're not relevant to (2)(c).

5           **Q. I mean, I guess I understand your**  
6 **position and Staff's position as to why -- why**  
7 **quantitative measures are not relevant to whether**  
8 **there is a violation of the Rule or a violation of the**  
9 **statute. But that's a little different than what I**  
10 **thought you were saying. I thought you were saying**  
11 **it's not relevant to a determination of whether the**  
12 **contract benefits the customer.**

13           A. Well --

14           **Q. Because it is possible that it does**  
15 **benefit the customer, but it still violates those two**  
16 **rules in that statute?**

17           A. Yes. And I think Mr. Thompson, in his  
18 opening comment, said there may be -- there are some  
19 customers. We've read some positive remarks. But  
20 even then, as an auditor, I'm somewhat suspicious or  
21 I'm not as trusting because, from the time that  
22 Allconnect sends its survey, and I don't believe this  
23 is confidential information -- they use an entity  
24 called Hyperquality.

25           And if you provide an e-mail address,

1 they send out surveys and they get a small percentage  
2 of those back. When we look at some of the things  
3 regarding customers who later called in and complained  
4 about the service: The providers weren't offered in  
5 my area; the provider didn't offer the service that I  
6 was sold; I wanted to cancel the order, which KCPL  
7 says it does not -- doesn't have that information. So  
8 I'm not necessarily trusting of those as an auditor,  
9 as some of the -- the satisfaction data.

10 **Q. Mr. Fischer, in his opening, indicated**  
11 **that the Company would be willing to book the**  
12 **financial benefits of the Allconnect relationship**  
13 **above the line if that were to resolve this -- this**  
14 **case, and then I believe you had questions about that**  
15 **as well. And I want to under-- and I don't want to**  
16 **get into possible settlement negotiations, because**  
17 **that's inappropriate. So stop me if that's where this**  
18 **is headed and I'll look to counsel there.**

19 **But was that the first time you've heard**  
20 **of this? And please wait for a second, make sure**  
21 **there's no objection.**

22 MR. HACK: No. That -- there's no  
23 objection.

24 BY CHAIRMAN HALL:

25 **Q. Was that the first that you'd heard of**

1 **that?**

2 A. No. They -- the Company mentioned that,  
3 I believe, in Mr. Hyneman's deposition, they mentioned  
4 that. And I'm looking at Mr. Thompson right now about  
5 the offer that was made to Staff. I -- I'm -- is that  
6 all right to --

7 **Q. That's fine.**

8 A. All right.

9 **Q. I think that's all I have. Thank you.**

10 A. Okay. Thank you.

11 JUDGE WOODRUFF: Mr. Rupp, any questions?

12 All right. We'll move to recross based on questions  
13 from the Bench, beginning with Public Counsel.

14 MS. MAYFIELD: No questions, Your Honor.

15 JUDGE WOODRUFF: For the Companies?

16 MR. HACK: Just one.

17 RECROSS-EXAMINATION BY MR. HACK:

18 **Q. Ms. Kremer, you discussed with Chairman**  
19 **Hall the purpose of the con-- thank you, Jim -- the**  
20 **purpose of the confirmation number?**

21 A. Yes.

22 **Q. And I think we talked about this, but I**  
23 **just wanted to confirm. The confirmation number is**  
24 **not a part of the regulatory requirement, is it?**

25 A. I -- I would answer that as a yes and a

1 no. The assurance to the customer that they're going  
2 to have regulated service, I think is part of a  
3 requirement for a regulated utility, and that's what  
4 the confirmation number represents.

5 **Q. But there is no rule, PSC promulgated**  
6 **rule, that says utility must provide a confirmation**  
7 **number.**

8 A. Not to my knowledge.

9 MR. HACK: Thank you.

10 JUDGE WOODRUFF: Redirect.

11 MR. THOMPSON: Thank you, Judge. Just a  
12 little bit.

13 REDIRECT EXAMINATION BY MR. THOMPSON:

14 **Q. Ms. Kremer, you will recall that Mr. Hack**  
15 **asked you some questions on his first**  
16 **cross-examination round. And he was inquiring about**  
17 **the testimony of Mr. Caisley and his testimony that**  
18 **the Company entered into the relationship with**  
19 **Allconnect primarily in order to improve the customer**  
20 **experience. Do you recall that question?**

21 A. Yes.

22 **Q. And there was something you wanted to say**  
23 **about that that was cut off. Could you tell us now**  
24 **what that was?**

25 A. Well, I -- I can, but I believe that will

1 have to be in-camera, I believe.

2 MR. THOMPSON: Could we go in-camera,  
3 Judge?

4 JUDGE WOODRUFF: We can do that.

5 MR. THOMPSON: Thank you.

6 (REPORTER'S NOTE: At this point, an  
7 in-camera session was held, Volume 3, pages 164 to  
8 168.)

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1 BY MR. THOMPSON:

2 Q. Now, there were some questions about --

3 JUDGE WOODRUFF: For the record, we're  
4 back in regular session.

5 MR. THOMPSON: We're back in regular  
6 session. Thank you, Judge.

7 BY MR. THOMPSON:

8 Q. There was some question about some  
9 quantitative testimony offered by Mr. Scruggs and  
10 Ms. Trueit. Do you recall that?

11 A. Yes.

12 Q. As to the beneficial nature. And you  
13 indicated you gave that zero weight. This was after  
14 Mr. Hack admonished you to keep your answers to yes or  
15 no.

16 A. Yes.

17 Q. Do you recall that?

18 A. Yes, sir.

19 Q. Why would you accord those statistics  
20 zero weight?

21 A. Because, going back to the Affiliate  
22 Transaction Rule (2)(c), that is the -- that's the  
23 starting point. That's the benchmark. Either you get  
24 customer consent or you don't. And that's -- that's  
25 how I viewed those questions.

1           **Q.     Okay.  And do you recall Mr. Fischer's**  
2 **opening statement?  You were here for that, weren't**  
3 **you?**

4           A.     I was.

5           **Q.     And do you recall Mr. Fischer stating**  
6 **that the companies are perfectly well able to do their**  
7 **own verification?**

8           A.     I believe so.

9           MR. THOMPSON:  That's all I have.  Thank  
10 you, Judge.

11           JUDGE WOODRUFF:  Okay, Ms. Kremer.  You  
12 can step down.  And next witness is Mr. Majors.

13           Okay.  Please raise your right hand; I'll  
14 swear you in.

15           (Witness sworn.)

16           JUDGE WOODRUFF:  Thank you.  You may  
17 inquire when ready.

18 KEITH MAJORS, testified as follows:

19 DIRECT EXAMINATION BY MS. MYERS:

20           **Q.     All right.  Mr. Majors, please state your**  
21 **full name for the record.**

22           A.     Keith Majors.

23           **Q.     And, Keith, where are you employed and in**  
24 **what capacity?**

25           A.     I'm employed by the Missouri Public

1 Service Commission as a regulatory auditor.

2 **Q. And would you state your business**  
3 **address, please?**

4 A. 615 East 13th Street, Room 201, Kansas  
5 City, Missouri 64106.

6 **Q. Thank you. And are you the same Keith**  
7 **Majors who adopted the Direct Testimony of Charles**  
8 **Hyneman marked as Exhibit 3 and prepared the**  
9 **Surrebuttal Testimony HC and NP --**

10 A. Yes.

11 **Q. -- which has been marked as Exhibit 4.**  
12 **Do you wish to correct anything in those testimonies?**

13 A. I do have one correction for the Direct  
14 Testimony.

15 **Q. It's in the Direct Testimony?**

16 A. Yes.

17 **Q. Okay. What page is that correction on?**

18 A. Page 25, line 13. That Q should be  
19 deleted and the period. It's a continuation of the  
20 answer above.

21 **Q. Okay.**

22 A. And I also had a correction to the Direct  
23 that was addressed in my Surrebuttal that is probably  
24 taken care of.

25 **Q. Okay. With that correction in mind, if I**

1 asked you these same questions today, would your  
2 answers be the same?

3 A. Yes.

4 Q. So the information in these documents is  
5 true and accurate to the best of your knowledge and  
6 belief?

7 A. It is.

8 MS. MYERS: So, Judge, Staff offers  
9 Exhibit 3 and 4, HC and NP, and tenders the witness  
10 for Cross.

11 JUDGE WOODRUFF: Three and four have been  
12 offered. Any objections to their receipt?

13 Hearing none, they will be received.

14 (Staff Exhibits 3-HC, 3-NP, 4-HC and 4-NP  
15 were received into evidence.)

16 JUDGE WOODRUFF: Cross begins with Public  
17 counsel.

18 MR. OPITZ: Thank you, Judge. May I  
19 inquire from my seat here?

20 JUDGE WOODRUFF: You may.

21 CROSS-EXAMINATION BY MR. OPITZ:

22 Q. Good afternoon, Mr. Majors. Do you have  
23 a copy of your Surrebuttal Testimony with you?

24 A. I do.

25 Q. Can I direct you to page 26?

1 A. Okay.

2 Q. And looking at line 9, you state that  
3 Mr. Klote has identified these costs to allocate below  
4 the line to Allconnect?

5 A. Yes.

6 Q. In the next line you say, Direct labor  
7 and benefit loadings for the incremental cost of  
8 transferring calls to Allconnect. Correct?

9 A. Yes.

10 Q. And incremental is italicized.

11 A. That's correct.

12 Q. Can you tell me why incremental is  
13 italicized there?

14 A. Well, right. The costs that were  
15 allocated below the line, as identified by Mr. Klote,  
16 were their estimate of the -- the -- was his estimate  
17 of the time that it takes to transfer a call to  
18 Allconnect. So that's just the incremental cost of --  
19 of that -- well, their estimate of the incremental ten  
20 seconds or -- it's identified in Mr. Klote's testimony  
21 that -- specifically, that it takes to transfer the  
22 call to Allconnect.

23 Q. And when allocating costs, is it, in your  
24 opinion, proper procedure to use the incremental cost  
25 only?

1           A.       Certainly -- not in all cases. I think  
2       that -- it's Staff's view that the incremental costs  
3       that are being currently allocated below the line to  
4       Allconnect are -- don't necessarily follow the  
5       definition of a fully distributed cost.

6           **Q.       Why would a fully distributed cost be**  
7       **something you're considering in this case?**

8           A.       Well -- well, it's not part of Staff's  
9       Complaint. Part of the Affiliate Transaction Rules  
10       dictate that, in an affiliate transaction, the fully  
11       distributed costs must be considered in that  
12       transaction. And as a general regulatory policy, it's  
13       good policy to determine the fully distributed cost of  
14       the transaction that's being undertaken.

15          **Q.       Looking at line 13 of that same page, you**  
16       **say, Depreciation on Allconnect-specific software.**

17          A.       Yes.

18          **Q.       Do you agree that that's the only**  
19       **depreciation that should be booked, allocated below**  
20       **the line?**

21          A.       No. I wouldn't agree. I think, if you  
22       go to the next line, the facilities cost, you have to  
23       ask Mr. Klote, but my understanding is that that would  
24       include some depreciation on the phones, the  
25       computers. But I don't know how those numbers were --

1 I think those numbers depend on the ten-second  
2 increment of the -- of the call that they're  
3 allocating -- or of the CSR's time that they're  
4 allocating. And that's at some point in the future.  
5 I'm not sure if that's currently being done.

6 **Q. Do you believe that the costs allocated**  
7 **below the line, as described by Mr. Klote, impact**  
8 **whether the regulated utility is subsidizing its**  
9 **non-regulated operations?**

10 A. Absolutely.

11 **Q. And do you believe that using Mr. Klote's**  
12 **methodology the regulated utility is subsidizing the**  
13 **non-regulated operations?**

14 A. I think it's -- it's highly likely that  
15 it is. If you go back to the Affiliate Transaction  
16 Rule, again, while it's not part of Staff's Complaint  
17 under -- under (2)(a), the utility has the obligation  
18 to determine the fully distributed cost of the  
19 transaction. And so it's Staff's opinion that that  
20 isn't being -- that's not being done in this case.

21 And also, part -- a part of the Rule is  
22 that the market cost of the -- of whatever's being  
23 sold also determinative in the transaction. And so  
24 that's -- that's definitely a consideration of -- of  
25 whether or not the utility -- the regulated utility is

1 subsidizing the transaction.

2 **Q. That's all I have. Thank you.**

3 JUDGE WOODRUFF: And for the Companies.

4 MR. HACK: Yes.

5 CROSS-EXAMINATION BY MR. HACK:

6 **Q. Yes. Good afternoon, Mr. Majors.**

7 A. Good afternoon.

8 **Q. Do you have Mr. Ives' testimony with you?**

9 A. I do.

10 **Q. His Rebuttal, which is his only**  
11 **testimony. Would you turn to schedule DRI-1, page 1?**  
12 **I'll have a few questions about this page.**

13 MR. THOMPSON: I'm sorry, Rob. What page  
14 is that?

15 MR. HACK: It's Schedule DRI-1, page 1.

16 BY MR. HACK:

17 **Q. So, Mr. Majors, did you participate in**  
18 **Staff's audit of KCP&L's most recent rate case?**

19 A. I did.

20 **Q. And that was Case Number ER-2014-0370?**

21 A. Yes.

22 **Q. Do you recall the test year in that case,**  
23 **Mr. Majors?**

24 A. If you'll give me a moment to think about  
25 that one.



1           **Q. I'll give you a number -- or a test year**  
2 **of 12 months ended March 2014. Does that ring a bell?**

3           A. I -- yes. I mean, that doesn't ring a  
4 bell. I'd have to think about it. But if that's --  
5 I'll take your word for it that was the test year.

6           **Q. And during rate case audits, is it -- is**  
7 **it typical Staff practice to review contracts of the**  
8 **utility in place during the test year?**

9           A. Yes.

10           MR. HACK: We'll need to go in-camera  
11 now, Judge, and I have a series of questions, and then  
12 we can come out.

13           JUDGE WOODRUFF: Just a moment. Let me  
14 make sure we get it.

15           (REPORTER'S NOTE: At this point, an  
16 in-camera session was held, Volume 3, pages 178 to  
17 182.)

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1 JUDGE WOODRUFF: And ready for questions  
2 from the Bench. Mr. Chairman.

3 QUESTIONS BY CHAIRMAN HALL:

4 Q. Good afternoon.

5 A. Good afternoon.

6 Q. Turning to your Surrebuttal Testimony on  
7 page 13, and I won't get into the one issue there that  
8 is identified as highly confidential, but I was hoping  
9 you could explain more to me why you believe that the  
10 customer information is an intangible asset.

11 A. Well, there's several reasons. One, it's  
12 an economic benefit -- it's a right to an economic  
13 benefit that no one else has. It's customer lists.  
14 And that's one reason.

15 Two, there would -- if it -- assume --  
16 assume it was an asset. What would Allconnect be  
17 paying KCPL for? They wouldn't be receiving anything.  
18 So by process of elimination, it absolutely -- what it  
19 has -- you have to call it an asset because they  
20 wouldn't be paying KCPL for anything. That wouldn't  
21 be -- that wouldn't be a prudent business decision to  
22 pay something for nothing.

23 Q. So in other words, it is an asset because  
24 it has value?

25 A. Yes.

1           **Q.     Okay.**

2           A.     I would also say that, if you look at  
3 part of the Affiliate Transaction Rules -- and I  
4 can -- I can read you the section. It's a section  
5 that hasn't really been referenced. It's (3)(c), and  
6 that involves the evidentiary standards. If you go  
7 down to (3)(c), it discusses in transactions that  
8 provide the provision of information, assets, goods of  
9 services or -- goods or services to affiliated  
10 entries, regulated electrical corporation must  
11 demonstrate that it -- and in (4) adequately --  
12 adequately determined the fair market price of the  
13 information, assets, goods or services.

14                 I -- if you're -- if you're pricing a  
15 product, you can't -- you can't price that which does  
16 not exist. It's -- it's information. It's something  
17 you can transfer.

18           **Q.     Okay. I'm wondering if you can help me**  
19 **better understand the significance of the relationship**  
20 **between GMO/KCP&L and GPES. GPES signed contracts**  
21 **with Allconnect on behalf of GMO and KCP&L?**

22           A.     Yes. That -- that's how the -- it's  
23 listed in the contract that it is on behalf of those  
24 utilities.

25           **Q.     Do you know -- did -- does -- is there a**

1 **contract between GPES and GMO and KCP&L that would**  
2 **explain that contractual relationship?**

3 A. They do have a contract between the two.

4 **Q. I'm sorry. Between which two?**

5 A. I'm sorry. KCPL and GPES have a contract  
6 between the two, but I don't believe that that  
7 contract would address this -- this specific  
8 situation. The -- the contract between the two  
9 that -- that is listed in the Direct Testimony was  
10 written back in '03.

11 And that time period -- not to get too  
12 off tangent, but at that time period there was a  
13 desire by the utility to transfer a large amount of  
14 employees to a service company. And then you would  
15 take that service company -- you would provide  
16 services to the utility and -- and bill out -- bill  
17 out those services.

18 For various reasons, that -- that model  
19 was -- was not continued on a going forward basis. So  
20 that -- that was the origin of that specific contract.  
21 And that's the only contract that governs transactions  
22 between GPES and KCPL, to my knowledge,

23 **Q. You spent considerable amount of time in**  
24 **your Surrebuttal distinguishing the contract -- excuse**  
25 **me, distinguishing the role that GPES plays in this**

1 **case versus the role that it plays contracting with**  
2 **other vendors.**

3 A. Yes.

4 **Q. Why is that distinction significant?**  
5 **First of all, ask -- what is that distinction?**

6 A. Well, the distinction is that in -- in  
7 the cases that Staff -- Staff is aware of that GPES is  
8 procuring services that are used for regulated  
9 operations. And so I've -- I've got a summary of --  
10 if you go back to Schedule DRI-1, I've got a summary  
11 of that in my testimony.

12 **Q. Well, contracting for services for both**  
13 **GMO and KCP&L?**

14 A. Yes.

15 **Q. If -- if KCP&L and GMO were -- were one**  
16 **entity, would there be a role for GPES in those**  
17 **contracts, as far as you know?**

18 A. I think that role would be somewhat  
19 diminished. I -- what -- what the Company -- what  
20 KCPL has presented in testimony is that it's -- it's a  
21 contracting vehicle. It makes -- it makes it to where  
22 you only have one master contract for both KCPL and  
23 GMO so you don't have two contracts. I think  
24 if -- if -- hypothetically, if those -- if KCPL and  
25 GMO were one entity, you wouldn't have -- you would

1 have a somewhat reduced need for GPES as a contracting  
2 entity.

3 **Q. But it would not completely eliminate the**  
4 **need. And that -- and that may be an issue that I**  
5 **should raise with -- with KCP&L witnesses, but if you**  
6 **have an answer, I'd be curious.**

7 A. I don't know. I don't know specifically.

8 **Q. Okay. Okay. So where we were headed was**  
9 **the distinction between the contract with GPES at**  
10 **issue in this case and the contractual services it**  
11 **provides for other -- in other areas. And my**  
12 **understanding is that the -- that the difference is**  
13 **that, in those other areas, it is services for the**  
14 **benefit of the regulated entities, whereas here. It's**  
15 **a contract for the benefit of -- of unregulated**  
16 **services --**

17 A. Right.

18 **Q. -- is that correct?**

19 A. Yes. And they're -- they're procuring  
20 goods and services. And in this case, it's -- it's  
21 the other way around. They're selling an asset to a  
22 third party.

23 **Q. Okay. Why is that distinction relevant**  
24 **to resolution of this case?**

25 A. I -- I don't know that it really impacts

1 the three counts of Staff's Complaint.

2 Q. Okay. I don't, either, but I was hoping  
3 you might be able to explain to me how it -- how it's  
4 relevant. So in other words, from your perspective,  
5 the contract could have been direct between KCP&L, GMO  
6 and Allconnect and it wouldn't affect Staff's claims  
7 in this case?

8 A. I think it wouldn't affect the three --  
9 the three counts.

10 Q. Okay.

11 A. But that might -- I think there's a  
12 distinction that should be made that, if you go back  
13 to the Affiliate Transaction Rules, which I have,  
14 if -- if you assume that the -- hypothetically, if  
15 KCPL and Allconnect had had a direct contract, that  
16 would still fall under how the Affiliate Transaction  
17 Rules define an affiliate transaction.

18 So under the Rules, under the definition  
19 section, it says under part 1, subsection B, Affiliate  
20 transaction means any transaction for the provision,  
21 purchase or sale of any information, asset, product or  
22 services or portion of any product or service between  
23 a regulated electrical corporation and affiliated  
24 entity.

25 Okay. If you end -- if you end it right

1 there and say that, hypothetically, if KCPL and  
2 Allconnect had had a contractual relationship, KCPL  
3 and Allconnect aren't affiliated entities. Okay?  
4 So the -- in my mind, the first part of B, that  
5 wouldn't mean they were an affiliate transaction. But  
6 if you keep going on this definition, And shall  
7 include all transactions carried out between any  
8 unregulated business operation of a regulated  
9 electrical corporation and the regulated business  
10 operations of an electrical corporation.

11 So although you haven't -- a transaction,  
12 a contract between KCPL and Allconnect, two  
13 unaffiliated companies, the second part of the  
14 definition of affiliate transaction, where it says  
15 unregular -- unregulated business operation, which  
16 arguably the services that Allconnect is providing  
17 means that it's still an affiliate transaction.

18 **Q. Okay. There's -- there's written**  
19 **testimony in the record and there's also been**  
20 **testimony today about the -- the amount of money that**  
21 **is being booked below the line by GMO and KCP&L in**  
22 **connection with the Allconnect arrangement. I won't**  
23 **get into that number here, but what happens to those**  
24 **dollars when they're -- when it is booked below the**  
25 **line, what does that mean?**



1           A.       So there are several accounts in the --  
2       the -- the uniform system of accounts that are -- are  
3       below the line. They're -- they're related to  
4       non-utility operations. And those are accounts that,  
5       for lack of a better word -- we don't really deal with  
6       when it comes to the rate-making process. So, for  
7       example, if KCPL donates to United Way or the Boy  
8       Scouts, that gets booked to a non-utility, non--  
9       below-the-line account. I think it's in the -- it's  
10      in the eight hundreds. But in the same way, this  
11      revenue is booked -- being booked below the line.

12                 So when it comes to the rate setting  
13      process, those accounts aren't considered in the  
14      income and expenses and revenues when -- when setting  
15      rates. So for all intents and purposes those -- those  
16      revenues aren't -- aren't considered in the  
17      regulated -- regulated utility accounts.

18           **Q.       Okay. Thank you. That's all I have.**

19                 JUDGE WOODRUFF: Commissioner Kenney.

20      QUESTIONS BY COMMISSIONER KENNEY:

21           **Q.       Thank you. Just to follow up on that.**  
22      **Is it your belief that those should be above the line?**  
23      **If that's all we did, those dollars should be above**  
24      **the line?**

25           A.       Yes, I think so. Because you're using

1 regulated utility personnel, regulated assets.  
2 It's -- it's somewhat like an off-system sale. So I  
3 have -- I have a bunch of excess capacity. Right?  
4 And not getting into the SPP and whatnot, but to keep  
5 it simple, I have a bunch of excess capacity I'm going  
6 to sell on the wholesale market. The ratepayers have  
7 paid for the rate-base investment, the personnel, the  
8 people in the control room. All the expenses related  
9 to that operate-- the power plant. And it's -- they  
10 should be compensated for that excess capacity that  
11 they paid for, and they realize that through the  
12 inclusion of off-system sales revenues in the  
13 rate-making process.

14 And so this is a very -- it's very  
15 similar to this that the ratepayers are paying for the  
16 customer service representatives, all the -- all the  
17 benefits, all the costs -- all the costs of the call  
18 center and, if -- if the Commission determines that  
19 the Allconnect relationship doesn't violate the rules,  
20 and then those revenues should be -- should be booked  
21 above the line.

22 **Q. Okay. If -- if Staff agreed that it's**  
23 **only a 10- or 15-second use in those expenses are**  
24 **below the line, wouldn't that take care of it?**

25 A. Well, no, I don't think you would.

1 Because I don't think the Company has demonstrated  
2 that they have captured the fully distributed cost of  
3 the DNR.

4 **Q. So what if they demonstrated that? Would**  
5 **that be a proper way of doing it?**

6 A. Well, to go back, if you included the  
7 revenues in -- in rate-making, then you wouldn't  
8 allocate the cost.

9 **Q. No. I'm saying if you kept them --**  
10 **everything below the line. I appreciate that**  
11 **explanation of above and below that you gave to the**  
12 **Chairman. But if you took the quantifiable expenses**  
13 **and took them out, put them below the line so the**  
14 **ratepayers were not paying that portion, you'd still**  
15 **object to it?**

16 A. If -- if the fully distributed costs were  
17 identified to a degree of accuracy, I -- I think that  
18 would -- that would satisfy -- I mean, (2)(a) on the  
19 Affiliate Transaction Rule, but -- which isn't a part  
20 of Staff's complaint. But I think that that would  
21 go -- that would go farther away than the incremental  
22 cost.

23 But I -- and the -- there's no study that  
24 says that this is the -- the fully distributed cost.  
25 I mean, the -- if you go back to the Affiliate

1 Transaction Rules, that's something that the utilities  
2 work with.

3 **Q. Okay. Thank you.**

4 JUDGE WOODRUFF: Commissioner Rupp?  
5 Commissioner Coleman? Then recross based on questions  
6 from the Bench. Beginning with Public Counsel.

7 RE-CROSS-EXAMINATION BY MR. OPITZ:

8 **Q. Just briefly, Mr. Majors. Commissioner**  
9 **Hall was asking you about definitions of an asset, I**  
10 **guess, what constitutes an asset. Do you recall that?**

11 A. Yes.

12 **Q. Would you agree that an asset can be**  
13 **something that embodies a probable future benefit that**  
14 **involves a capacity, singly or in combination with**  
15 **other assets, to contribute, directly or indirectly,**  
16 **to future net cash inflows?**

17 A. I would agree with the premise of that  
18 definition.

19 **Q. And would you agree that an asset can be**  
20 **something that a particular enterprise can obtain the**  
21 **benefit and control others access to it?**

22 A. Yes.

23 **Q. And would you agree that an essential**  
24 **characteristic of an asset is the transaction or event**  
25 **giving rise to the enterprise's right to or control of**

1 **the benefit has already occurred?**

2 A. Yes.

3 **Q. That's all the questions I have. Thank**  
4 **you.**

5 JUDGE WOODRUFF: All right. For the  
6 Company.

7 MR. HACK: Just a couple.

8 RECROSS-EXAMINATION BY MR. HACK:

9 **Q. So in your conversation with Chairman**  
10 **Hall, you made reference to paragraph (3)(c) of the**  
11 **Affiliate Transaction Rule?**

12 A. Yes.

13 **Q. Would you read to me just the opening**  
14 **intro of that language until you get to the dash or**  
15 **the hyphen before sub (1)?**

16 A. Oh. Subparagraph (c), In transactions  
17 that involve the provision of information, assets,  
18 goods or services to affiliated entities, the  
19 regulated electrical corporation must demonstrate that  
20 it.

21 **Q. So in connection with the Allconnect**  
22 **relationship, can you tell me what affiliated entity**  
23 **the Company provides information to?**

24 A. Oh, it provides information through its  
25 relationship with GPES to Allconnect. There is no

1 other -- there is no relationship between KCPL and  
2 Allconnect.

3 **Q. Who gets the information?**

4 A. Allconnect.

5 **Q. Is Allconnect an affiliated entity?**

6 A. Of?

7 **Q. KCP&L and GMO.**

8 A. Directly, no.

9 **Q. And in your conversation with**  
10 **Commissioner Kenney, you also referenced**  
11 **paragraph (2)(a). Would you read the first sentence**  
12 **of paragraph (a)?**

13 A. A regulated electrical corporation shall  
14 not provide a financial -- financial advantage to an  
15 affiliated entity. For the purposes of this rule, a  
16 regulated electrical corporation shall be deemed to  
17 provide a financial advantage to an affi -- affiliated  
18 entity if.

19 **Q. So we've established, I think, that GMO**  
20 **and KCP&L provide information to Allconnect. Correct?**

21 A. Through their relationship with GPES.

22 **Q. Does GPES touch the information?**

23 A. GPES has no employees.

24 **Q. Is that a no?**

25 A. I -- could you clarify what do you mean

1 by touch?

2 **Q. Does -- does GPES handle the**  
3 **customer-specific information that is provided from**  
4 **the Company to Allconnect in any way, shape or form?**

5 A. In the narrow definition that you've  
6 given me, no, they don't.

7 **Q. In fact, when an affiliate transaction**  
8 **exists, typically it exists with affiliates on either**  
9 **side of the transaction. Correct? You've got a**  
10 **counterparty on one side that's an affiliate and a**  
11 **counterparty on the other side that's an affiliate.**  
12 **Correct?**

13 A. Not according to the -- the second part  
14 of the definition of Affiliated Transaction Rule.  
15 It's -- it shall include all transactions carried out  
16 between any unregulated business operation of a  
17 regulated electrical corporation and the regulated  
18 business operations of an electrical corporation.  
19 There's two ways -- according to this, the language  
20 right here, that an affiliate transaction can be  
21 defined as an affiliated transaction.

22 **Q. But the provisions of (2)(a) and (3)(c)**  
23 **only speak to transactions between affiliated**  
24 **entities; isn't that correct?**

25 MR. THOMPSON: I'm going to object.

1 There's been no showing that Mr. Majors is an  
2 attorney, and now he's being asked to parse legal  
3 language. I object to that.

4 MR. HACK: Mr. Majors.

5 JUDGE WOODRUFF: I sustain that  
6 objection. You can rephrase your question, if you  
7 like.

8 BY MR. HACK:

9 **Q. Mr. Majors, are -- as a Staff auditor, is**  
10 **part of your job to assess compliance with the**  
11 **Affiliate Transactions Rules?**

12 A. Yes, it is. I mean, it can be, depending  
13 on what I'm assigned to, but yes.

14 **Q. And in fact, in your testimony in this**  
15 **proceeding, you've offered a fair bit of testimony**  
16 **about what the Affiliate Transaction Rule requires.**  
17 **Correct?**

18 A. Yes.

19 **Q. So as an auditor with responsibilities**  
20 **for assessing compliance with Affiliate Transactions**  
21 **Rule, can you tell me whether paragraph (2)(a) or**  
22 **paragraph (3)(c) of the Affiliate Transaction Rule, in**  
23 **the terms within those specific provisions themselves,**  
24 **directly address non-regulated operations?**

25 MR. THOMPSON: Same objection, Judge.



1 JUDGE WOODRUFF: Overruled. I believe he  
2 has foundation now.

3 THE WITNESS: I mean, they could if the  
4 transactions are non-regulated.

5 BY MR. HACK:

6 **Q. Are the words "non-regulated operations"**  
7 **in those specific paragraphs?**

8 A. The words "non-regulated operations" do  
9 not appear in (2)(a) or (3)(c).

10 **Q. And in fact, those two paragraphs speak**  
11 **to transactions between affiliated entities. Correct?**

12 A. Yes.

13 **Q. In your discussion with Commissioner**  
14 **Kenney regarding off-system sales -- I think you got**  
15 **to this. I just want to clarify it.**

16 **In the off-system sales transaction,**  
17 **there is no allocation of any sorts of costs below the**  
18 **line. Correct?**

19 A. Right. There -- there's no -- there's no  
20 need to do that because the revenues are booked above  
21 the line.

22 **Q. So there's -- there's -- in that instance**  
23 **there's a 100 percent match of costs and revenues**  
24 **above the line?**

25 A. Yes.

1           **Q.     Okay.  And in this particular case, the**  
2 **Company has -- has argued and the Company has made an**  
3 **allocation of what it alleges to be all of the**  
4 **Allconnect related costs below the line.  Correct?**

5           A.     Yes.

6           **Q.     So that's -- it's apples and oranges**  
7 **between off-system sales and this transaction, is it**  
8 **not?**

9           A.     I -- I wouldn't agree with that  
10 statement.

11          **Q.     That's all I have.**

12           JUDGE WOODRUFF:  Redirect.

13           MS. MYERS:  Yes, Judge.  Just a few  
14 questions.

15          REDIRECT EXAMINATION BY MS. MYERS:

16          **Q.     So Mr. Majors, you were asked by Mr. Hack**  
17 **here about whether (2)(c) and (3)(a) included**  
18 **unregulated business.  Correct?**

19          A.     Yes.

20          **Q.     Okay.  And then could I draw your**  
21 **attention to the definition section of the Affiliate**  
22 **Transaction Rule?**

23          A.     Yes.

24          **Q.     So if you look at (1)(b), would that --**  
25 **does that include unregulated businesses and entities?**

1           A.     Yes.   The second half of (1)(b) defines  
2     an affiliate transaction as the transactions between  
3     unregulated business operations and regulated business  
4     operations.

5           **Q.     So that would include Allconnect, in your**  
6     **opinion, here, as an unregulated entity?**

7           A.     Yes.   And in fact, I would say that,  
8     because the way the contract is written and the --  
9     because of the way the relationship is, that the  
10    transact-- the Allconnect/GPES/KCPL/GMO relationship  
11    qualifies as an affiliate transaction under both parts  
12    of this definition.

13          **Q.     And so because it falls in the definition**  
14    **of affiliate transaction there, it would then fall in**  
15    **the definition under (2)(c) and (3)(a) as defined by**  
16    **(1)(b)?**

17          A.     Could you repeat that?

18          **Q.     Well, because it meets the definition in**  
19    **(1)(b), it therefore falls into (2)(a) and (3)(c)?**

20          A.     Well, I believe that the -- the  
21    relationship between KCPL and GPES is an affiliated  
22    entity relationship.

23          **Q.     Uh-huh.**

24          A.     So in that regard, yes.

25                MS. MYERS: All right. And, Judge, I

1 might need to go in in-camera for these next  
2 questions.

3 JUDGE WOODRUFF: Okay.

4 Just a moment.

5 (REPORTER'S NOTE: At this point, an  
6 in-camera session was held, Volume 3, pages 202 to  
7 203.)

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1 BY MS. MYERS:

2 **Q. And so when you as an auditor are**  
3 **auditing, do you see a difference between these**  
4 **contracts, the four that you were asked about, and**  
5 **then the Allconnect contract?**

6 A. I do. There's an important distinction  
7 that the four contracts that I was asked about,  
8 they're all related to regulated operations and its  
9 provision of utility service. In this case, the  
10 GPES/Allconnect contract is not.

11 **Q. All right. Thank you, Keith. I have no**  
12 **further questions.**

13 JUDGE WOODRUFF: All right. With that,  
14 we will come out of the in-camera.

15 In fact, was that last question highly  
16 confidential?

17 MS. MYERS: I don't think so.

18 JUDGE WOODRUFF: I'll direct the court  
19 reporter to -- to bring that last question about the  
20 other contracts into the regular portion of the  
21 proceedings.

22 Okay. We're back in regular session.

23 And Mr. Majors, you can step down.

24 Let's go ahead and take a break before we  
25 get to our next witness. We'll come back at 2:45.

1 (A recess was taken.)

2 JUDGE WOODRUFF: Before we get to the  
3 next witness, I do want to make a statement or an  
4 announcement. There's been a practice today that I've  
5 noticed where attorneys are calling witnesses by their  
6 first name. And I discussed this with the  
7 Commissioners during the break, and I feel and they  
8 feel that that's inappropriate, so -- it harms the  
9 decorum of the Commission, so I ask that attorneys not  
10 refer to witnesses by their first names.

11 And while we were on the break,  
12 Mr. Glasgow has taken the stand. And if you'll please  
13 raise your right hand, I'll swear you in.

14 (Witness sworn.)

15 JUDGE WOODRUFF: Thank you. You may  
16 proceed.

17 SCOTT GLASGOW, testified as follows:

18 DIRECT EXAMINATION BY MS. MYERS:

19 **Q. Mr. Glasgow, please state your full name**  
20 **for the record.**

21 A. Scott Glasgow. That's G-l-a-s-g-o-w.

22 **Q. And where are you employed and in what**  
23 **capacity?**

24 A. I work for the Missouri Public Service  
25 Commission as a utility management an-- I'm going to

1 butcher this -- analyst three.

2 **Q. Thank you. Would you please also state**  
3 **your business address?**

4 A. It is P.O. Box 360, Jeff City, Missouri,  
5 65102.

6 **Q. And are you the same Scott Glasgow who**  
7 **prepared or caused to be prepared the testimony that's**  
8 **been marked as Exhibit 5, Surrebuttal Testimony of**  
9 **Scott Glasgow?**

10 A. I am.

11 **Q. Do you have anything you wish to correct**  
12 **in this testimony?**

13 A. Just one. On page 4, line 1 between  
14 "requested" and "other" should add "ten escalated  
15 calls and".

16 **Q. So it should read, Staff also requested**  
17 **ten escalated calls and --**

18 A. Yes.

19 **Q. -- other phone calls?**  
20 **With that correction in mind, if I asked**  
21 **you the same questions today, would your answers be**  
22 **the same?**

23 A. They would.

24 **Q. And is the information in this document**  
25 **true and correct to the best of your knowledge and**

1 **belief?**

2 A. It is.

3 MS. MYERS: Your Honor, Staff offers  
4 Exhibit 5H -- I believe it's just NP. Correct?

5 THE WITNESS: It's just NP.

6 MS. MYERS: Just NP, and tenders the  
7 witness for cross.

8 JUDGE WOODRUFF: Exhibit 5 has been  
9 offered. Any objections to its receipt?

10 Hearing none, it will be received.

11 (Staff Exhibit 5 was received into  
12 evidence.)

13 JUDGE WOODRUFF: Cross beginning with  
14 Public Counsel.

15 MS. MAYFIELD: Thank you.

16 CROSS-EXAMINATION BY MS. MAYFIELD:

17 **Q. Mr. Glasgow, did you personally listen to**  
18 **recorded calls between KCP&L/GMO and Allconnect?**

19 A. Yes.

20 **Q. Approximately how many calls did you**  
21 **listen to?**

22 A. I would say around 200.

23 **Q. In the calls that you listened to, how**  
24 **was Allconnect presented to the KCP&L/GMO customer**  
25 **during the call?**



1           A.     Typically, after the call was complete,  
2 the representative informed the customer that they  
3 needed to transfer the call in order to get a  
4 confirmation number, and sometimes they would say,  
5 Then they can also offer you other additional  
6 services. And then the call was transferred.

7           **Q.     In the listening of the recorded calls,**  
8 **was Allconnect described as an affiliate of KCP&L/GMO?**

9           A.     No.

10          **Q.     Was there ever an explanation as to the**  
11 **services that Allconnect could provide to the caller?**

12          A.     Yes. There -- there were times where  
13 they had described that, if they needed any other help  
14 with the transferring service -- services, that the  
15 Allconnect rep could help.

16          **Q.     But in your response, you said help**  
17 **transferring services. Was there any explanation of**  
18 **those transferring services?**

19          A.     No. Not that I recall.

20          **Q.     And in listening to your recorded call,**  
21 **did the KCPL/GMO customer service reps state that**  
22 **Allconnect could provide the reps with telephone,**  
23 **cable or any other services such as that?**

24          A.     It may have happened a couple times.

25          **Q.     But out of the 200 calls you said you**

1 **listened to, a couple of times?**

2 A. Correct.

3 **Q. Of the calls that you listened to, were**  
4 **there instances where callers expressly stated they**  
5 **did not want to be transferred to the Allconnect?**

6 A. Yes.

7 **Q. In any of those calls where you just**  
8 **responded yes, were the callers transferred to**  
9 **Allconnect anyway?**

10 A. Yes.

11 **Q. During the calls that you listened to,**  
12 **were there any concerns from customers expressly**  
13 **regarding Allconnect services?**

14 A. There were times where a -- specifically  
15 one customer basically said he didn't -- well, at  
16 least a few didn't need additional services, and then  
17 the rep said, well, you'll need to transfer anyway.  
18 And I'm paraphrasing that.

19 **Q. Did you listen to any escalated or**  
20 **recorded calls between KCPL/GMO customers and**  
21 **Allconnect?**

22 A. Yes.

23 **Q. Were those calls -- would you consider**  
24 **them contentious?**

25 A. Yes.

1           **Q.     And why were they contentious?**

2           A.     I think the definition of escalated call  
3 presents some type -- some contentious part of it  
4 where the rep was not happy in one way or the other  
5 with how they -- the call was handled.

6           **Q.     When you say "rep," is it the --**

7           A.     I'm sorry. I'm -- the -- typically, the  
8 Allconnect rep.

9           MS. MAYFIELD: No further questions for  
10 this witness, Your Honor.

11           JUDGE WOODRUFF: Companies?

12           MR. HACK: Just a few.

13 CROSS-EXAMINATION BY MR. HACK:

14           **Q.     Good afternoon, Mr. Glasgow.**

15           A.     Good afternoon.

16           **Q.     So, just to make sure I understand, you**  
17 **helped generate the data that is included on Schedule**  
18 **LAK-S3 of Ms. Kremer's Surrebuttal Testimony?**

19           A.     That's correct.

20           **Q.     And to make sure I understand, that data**  
21 **represents 86 phone calls?**

22           A.     That's correct.

23           **Q.     Twenty of which were of the escalated**  
24 **variety?**

25           A.     Of these calls included, 86 of them were

1 not -- let me double check. These 86 were -- if I can  
2 define it, then, the KCPL rep transferred it to an  
3 Allconnect rep, and that initial call is -- is  
4 represented here. After this call, certain reps -- or  
5 certain customers called back into KCP&L, and then  
6 some were transferred back to Allconnect or reached  
7 out -- Allconnect reaching out to them.

8 **Q. Well, I'm just getting -- trying to get**  
9 **an understanding of the purpose of this schedule.**  
10 **So -- and I -- I could be wrong, so I'm -- I thought**  
11 **these 86 calls were conversations between the customer**  
12 **and the Allconnect rep. Is that --**

13 **A. Yeah. If I wasn't clear, that is -- that**  
14 **is correct.**

15 **Q. That is correct. Okay. And of those 86**  
16 **calls between Company's customers, 86 of the Company's**  
17 **customers and the Allconnect rep, 20 of those calls**  
18 **were of what I call an escalated variety; isn't that**  
19 **correct?**

20 **And let me tell you why I think that is**  
21 **so. Your correction on page 4 said, In addition to**  
22 **the above, Staff also requested ten escalated calls.**  
23 **Okay? And that's on page 4. And then on page 3, so**  
24 **the top of the page, lines 3 through 5, you talk about**  
25 **another ten escalated calls?**

1 A. That's correct.

2 Q. **So of the 86, 20 of the 86 or a little**  
3 **bit short of one quarter, represent escalated calls?**

4 A. And the reason I hesitate is that there  
5 were more KCP&L calls than I had for Allconnect calls,  
6 and there were -- there were 20 escalated calls. I  
7 would have to double check to see all 20 are  
8 represented in this -- in this -- in this document,  
9 and I didn't look. But I mean, you could -- I  
10 would -- I would say that the majority of those 20 are  
11 in here, so I don't know if it's exactly 20 or not.

12 Q. **Okay. Fair enough. So in your -- and I**  
13 **don't -- I'm not trying to get into HC data, so -- so**  
14 **we'll try and just refer to a column. On Schedule**  
15 **LAK-S3, it's the third column from either the right or**  
16 **the left described as, Did Allconnect rep give**  
17 **confirmation number. Do you see that column?**

18 A. Yes.

19 Q. **And in each -- for each line you have an**  
20 **entry either yes or no?**

21 A. Yes.

22 Q. **So can you help me understand what the**  
23 **criteria were to put a yes in the entry?**

24 A. If the customer received a confirmation  
25 during that phone call, it would have been a yes.

1           **Q.     So for -- for example, would it be a yes**  
2 **if the customer said, Please e-mail me the**  
3 **confirmation number?**

4           A.     And -- in this document, no.

5           **Q.     Do customers sometimes say, Please e-mail**  
6 **me the confirmation number?**

7           A.     It happened a few times. One that I can  
8 remember.

9           **Q.     I don't have anything. Thank you,**  
10 **Mr. Glasgow.**

11                     JUDGE WOODRUFF: Okay. Questions from  
12 the Bench. Mr. Chairman?

13 QUESTIONS BY CHAIRMAN HALL:

14           **Q.     Briefly. Good afternoon.**

15           A.     Good afternoon.

16           **Q.     The 86 calls that you reviewed in**  
17 **connection with LAK-S3, do you believe that that --**  
18 **that is a repres-- a representative sample?**

19           A.     Yes.

20           **Q.     Why do you -- why do you believe that?**  
21 **Or maybe -- maybe because you have no reason to think**  
22 **that it's not? Is that essentially why you think it**  
23 **is or is there some other reason why you think it is?**

24           A.     I think for the most part, if you listen  
25 to 100 -- close to 100 phone calls, it'll give you an

1 idea of behaviors, what the processes are. So -- and  
2 whether customers are receiving con-- confirmation  
3 numbers and whether they're not, whether they have to  
4 ask. So in general, I mean these percentages might go  
5 up and down if you listen to more, but it gives you a  
6 pretty good idea of -- of what I just said.

7 **Q. Did you select this sample?**

8 A. No.

9 **Q. Who did?**

10 A. Well, I didn't, but the Staff requested  
11 a -- a group of phone calls that were -- I think the  
12 criteria of them was just different zip codes. The  
13 Company could select those based off different areas  
14 in the city.

15 **Q. Okay. All right. Thank you.**

16 JUDGE WOODRUFF: Commissioner Kenney?

17 COMMISSIONER KENNEY: Just briefly.

18 Thank you.

19 QUESTIONS BY COMMISSIONER KENNEY:

20 **Q. On your Schedule LAK-S3, the -- on the**  
21 **second column where it has Not Applicable, would that**  
22 **be a Company call regarding the confirmation of**  
23 **whether the confirmation was given before or after the**  
24 **sales presentation? It says 29 of these are not**  
25 **applicable.**

1           A.     Those are that they didn't get a  
2 confirmation number. So it didn't apply whether they  
3 got it before or after the sales pitch.

4           **Q.     Okay. How many Company phone calls did**  
5 **you listen to between Company and customer?**

6           A.     Between KCPL and the customer, in the  
7 90s.

8           **Q.     Okay. And you used the word that -- is**  
9 **that -- were -- was there percentage of those**  
10 **contentious also?**

11          A.     Between the KCP&L customer service rep  
12 and the customer, a couple, but --

13          **Q.     Does that mean quarrelsome or**  
14 **argumentative? Was that the customer or was that the**  
15 **Company -- the individual representing the utility?**

16          A.     The customer represented the -- the --  
17 somebody that was upset.

18          **Q.     Okay. So because -- and the ones with**  
19 **Allconnect, those 20, did -- with the person that was**  
20 **quarrelsome or argumentative, was that the customer or**  
21 **was that the Allconnect personnel --**

22          A.     I'd say --

23          **Q.     -- or --**

24          A.     For --

25          **Q.     -- or both?**



1 A. For majority, it would be the  
2 Allconnect --

3 Q. Okay.

4 A. -- rep, but the --

5 Q. **Just trying to force the sales?**

6 A. Trying to force the sale and that --

7 Q. **And that's all.**

8 A. -- that caused the --

9 Q. **You answered my question. Thank you,**  
10 **sir. I appreciate it.**

11 JUDGE WOODRUFF: Commissioner Rupp?  
12 Commissioner Coleman? Recross based on questions from  
13 the Bench beginning with Public Counsel.

14 MS. MAYFIELD: Yes, just one.

15 RE-CROSS-EXAMINATION BY MS. MAYFIELD:

16 Q. **Based on, I think it was Commissioner**  
17 **Kenney's question, how many calls did you listen to**  
18 **that included a sales pitch?**

19 A. On the Allconnect side? I assume that's  
20 what you're asking.

21 Q. **Yes, Mr. Glasgow.**

22 A. Okay. 99 percent. I think there's --  
23 one, maybe two, where in the -- the Allconnect rep  
24 was, quote, shutdown. They -- the customer would not  
25 allow a sales pitch. But in every phone call, the

1 Allconnect rep asked for a e-mail address so that they  
2 can be signed up for a discount club. So, in that  
3 instance, every customer was subject to some type of  
4 sales pitch.

5 **Q. No further questions.**

6 JUDGE WOODRUFF: For the Company.

7 MR. HACK: Just one or two.

8 RECROSS-EXAMINATION BY MR. HACK:

9 **Q. Mr. Glasgow, do you, by chance -- thank**  
10 **you. Do you by chance have Mr. Scruggs' Rebuttal**  
11 **Testimony with you?**

12 A. I do.

13 **Q. If you would, please turn to page 11 of**  
14 **that testimony at the bottom of the page, lines 23 and**  
15 **24. Are you there?**

16 A. Yes.

17 **Q. So again, just to provide some context,**  
18 **he testifies here on line 23 that, From inception of**  
19 **the program through October 15, there have been 118**  
20 **customer escalations. Correct?**

21 A. Correct.

22 **Q. And of those 118, you used approximately**  
23 **20 of those in your group of 86 calls that's on**  
24 **Schedule LAK-S3?**

25 A. That's correct.

1 Q. And he goes further and says that there  
2 were 233,192 total calls transferred to Allconnect  
3 during that time frame. Do you see that on line 24?

4 A. That's correct.

5 Q. And the remainder of the calls that you  
6 listened to on the 86 that weren't escalated were from  
7 the bigger number. Correct?

8 A. That's correct.

9 Q. That's it.

10 JUDGE WOODRUFF: All right.

11 MR. HACK: Thank you.

12 JUDGE WOODRUFF: Redirect?

13 MS. MYERS: No questions, Judge.

14 JUDGE WOODRUFF: All right. Thank you,  
15 Mr. Glasgow. You may step down.

16 I believe that concludes Staff's case in  
17 chief. We'll move over to Public Counsel with  
18 Mr. Hyneman.

19 MR. OPITZ: Thank you, Judge. Public  
20 Counsel calls Charles R. Hyneman.

21 JUDGE WOODRUFF: Good afternoon,  
22 Mr. Hyneman.

23 THE WITNESS: Good afternoon.

24 JUDGE WOODRUFF: Please raise your right  
25 hand.

1 (Witness sworn.)

2 JUDGE WOODRUFF: Thank you. You may be  
3 seated. You may inquire.

4 MR. OPITZ: Judge, with your permission,  
5 may I inquire from my seat?

6 JUDGE WOODRUFF: You may.

7 MR. OPITZ: Thank you.

8 CHARLES R. HYNEMAN, testified as follows:

9 DIRECT EXAMINATION BY MR. OPITZ:

10 Q. Good afternoon, Mr. Hyneman.

11 A. Good afternoon.

12 Q. Can you, please, state and spell your  
13 name for the court reporter.

14 A. Yes. It's Charles R. Hyneman,  
15 H-y-n-e-m-a-n.

16 Q. And where are you employed and in what  
17 capacity?

18 A. I'm employed by the Missouri Office of  
19 Public Counsel as a chief public utility accountant.

20 Q. Did you prepare the testimony that has  
21 been provided to the court reporter as Exhibit 6-HC  
22 and NP, the Surrebuttal Testimony of Charles R.  
23 Hyneman?

24 A. Yes.

25 Q. Do you have anything in that testimony

1 **that you wish to correct?**

2 A. No.

3 **Q. To the best of your knowledge and belief,**  
4 **is the information that is documented true and**  
5 **correct?**

6 A. Yes

7 MR. OPITZ: Your Honor, at this time  
8 Public Counsel offers Exhibit 6-HC and NP into  
9 evidence and tenders the witness for cross.

10 JUDGE WOODRUFF: 6-HC and NP has been  
11 offered. Any objections to its receipt?

12 Hearing none, it will be received  
13 (OPC Exhibits 6-HC and 6-NP were received  
14 into evidence.)

15 COMMISSIONER KENNEY: Is the testimony we  
16 have before us the Direct Testimony that was offered  
17 when he was --

18 JUDGE WOODRUFF: No. This would just be  
19 the Surrebuttal Testimony. The Direct Testimony was  
20 offered by Staff and adopted by Mr. Majors.

21 COMMISSIONER KENNEY: So this is just the  
22 Surrebuttal Testimony?

23 JUDGE WOODRUFF: That's correct.

24 For cross-examination, we'll begin with  
25 Staff.

1 MR. THOMPSON: I have no questions.

2 Thank you.

3 JUDGE WOODRUFF: For the Companies.

4 MR. FISCHER: Just briefly, Your Honor.

5 CROSS-EXAMINATION BY MR. FISCHER:

6 Q. Good afternoon, Mr. Hyneman.

7 A. Good afternoon, Mr. Fischer.

8 Q. **During your deposition in this case on**  
9 **January 7th, you indicated you had personally arranged**  
10 **electric service on behalf of your daughter with the**  
11 **Company; is that right?**

12 MR. OPITZ: Objection, Your Honor.

13 That's hearsay. The witness is here. If he has a  
14 question for this witness, he can ask the witness now  
15 while he's under oath.

16 MR. FISCHER: I can rephrase.

17 JUDGE WOODRUFF: Proceed.

18 BY MR. FISCHER:

19 Q. **Did you personally arrange electric**  
20 **service on behalf of your daughter with the Company?**

21 A. Yes. When my daughter and son-in-law  
22 initially set up service with KCPL at their apartment,  
23 they went through the Allconnect process and  
24 frustrated and -- and there were concerns so -- and  
25 they told me about it. And when they moved again to

1 another apartment, my daughter asked me if I would  
2 make the call so she wouldn't have to go through that.

3 **Q. And as I understand, you made the call to**  
4 **KCPL to start new electric service at her apartment,**  
5 **and is it correct that when KCPL -- when the KCPL**  
6 **customer service representative offered to transfer**  
7 **you to Allconnect, you stopped them and you said, No,**  
8 **I don't want to be transferred?**

9 A. I don't recall the exact words, but I did  
10 indicate that I did not want to be transferred.

11 **Q. Do you have your deposition with you?**

12 A. I do.

13 **Q. Would you turn to page 8?**

14 A. Okay. I'm at page 8.

15 **Q. Please look at page -- or line 22, and**  
16 **would you read into the record the full sentence that**  
17 **begins halfway over until the end of the page?**  
18 **Begins, So I made the call.**

19 A. You -- on page 8, what line do you want  
20 me to start with?

21 **Q. Twenty-two.**

22 A. Twenty-two.

23 **Q. The sentence that begins, So I made the**  
24 **call.**

25 A. So I made the call to KCPL to start new

1 service in her apartment and when they tried to  
2 transfer me, I stopped them and said no, I don't want  
3 to be transferred.

4 Q. Thank you.

5 A. Again, but I mean I don't remember --

6 Q. That's -- that's fine. Is it correct  
7 that you told the KCPL customer service representative  
8 that you did not wish to be transferred to Allconnect,  
9 and she did not transfer you to Allconnect?

10 A. It was a he and --

11 Q. Or he?

12 A. -- yes, that is correct.

13 Q. Okay. And I believe -- is it correct  
14 that you had the option not to be transferred?

15 A. They didn't give me an option not to be  
16 transferred.

17 Q. Would you look at your deposition on  
18 page 9 at lines 5 through 6, and would you read that  
19 into the record? That's -- I believe that's your  
20 answer, isn't it?

21 A. Yes. I just advised --

22 Q. Would you read that into the record,  
23 Mr. Hyneman?

24 A. What line?

25 Q. Page 5 and 6 -- lines 5 and 6.



1           A.     Well, I had the option because I knew  
2 about Allconnect.

3           **Q.     Okay.**

4           A.     But that -- they didn't give me an  
5 option.

6           **Q.     Did -- KCPL didn't force you to talk to  
7 the Allconnect agent; is that correct?**

8           A.     I don't think they could force me, to be  
9 honest with you, so no, they did not.

10          **Q.     So the answer is no, they didn't?**

11          A.     The answer is no. Right.

12          **Q.     You expressed your desire not to be  
13 transferred, and KCPL honored your request; is that  
14 correct?**

15          A.     Yes.

16          **Q.     In other words, you were successful in  
17 not being transferred to Allconnect; is that true?**

18          A.     Because of my knowledge, correct.

19          **Q.     Is it correct that KCPL's customer  
20 service representative provided you with a  
21 confirmation number for your daughter's electric  
22 account?**

23          A.     As I recall, yes.

24          **Q.     Was the KCPL customer service  
25 representative courteous and professional with you in**

1 **that conversation?**

2 A. Yes.

3 **Q. Did you feel you were successful in**  
4 **having your daughter's electric account established**  
5 **with KCPL?**

6 A. I don't know if I had a feeling of  
7 success. I did get the services initiated.

8 **Q. She -- she received electric service --**

9 A. Yes.

10 **Q. -- on the date that she wanted it?**

11 A. Yes.

12 **Q. And that occurred without you being**  
13 **transferred to Allconnect; is that right?**

14 A. That's correct.

15 **Q. Did you help your daughter arrange any**  
16 **other home services, like internet or cable**  
17 **television?**

18 A. No.

19 **Q. Mr. Hyneman, you've been part of the**  
20 **Public Service Commission's auditing team during the**  
21 **last KCPL and GMO rate cases; is that right?**

22 A. Yes.

23 MR. FISCHER: Judge, I'd like to have a  
24 couple exhibits marked.

25 JUDGE WOODRUFF: All right. Go ahead and

1 mark this as 105.

2 MR. FISCHER: I've actually got three.  
3 They're similar.

4 JUDGE WOODRUFF: Okay. 105, 106 and 107.

5 MR. OPITZ: Jim, are these the same?

6 MR. FISCHER: No. They should be the  
7 LP -- one is the LP and one is MPS.

8 MR. OPITZ: Okay.

9 MR. FISCHER: Should be KCPL and two from  
10 GMO.

11 MR. OPITZ: Thank you.

12 MR. FISCHER: This is the first one.  
13 Second one. KCPL is the first one and MPS is the  
14 third.

15 JUDGE WOODRUFF: Thank you.

16 (KCP&L/GMO Exhibits 105, 106 and 107 were  
17 marked for identification.)

18 MR. FISCHER: Mr. Chairman, can I get you  
19 one after the hearing is over with?

20 CHAIRMAN HALL: Sure. Absolutely.

21 MR. FISCHER: Thank you.

22 JUDGE WOODRUFF: Mr. Fischer, let me make  
23 sure we've got numbers matching up here.

24 MR. FISCHER: Yes. Judge, the first  
25 exhibit is the accounting schedules that was -- were

1 in the last KCPL rate case ER-2014-0370. You said  
2 that was 105? 105. And the second one is the  
3 accounting schedules in the -- in the MPS case. There  
4 are two divisions in GMO, and they're both in the  
5 ER-2012-0175 case, but one is related to Missouri  
6 Public Service Division, which is at the top of the  
7 second page. That's 106. And the last exhibit is the  
8 accounting schedules in the St. Joe Light & Power  
9 Division in that same case, ER-2012-0175. And that  
10 would be 107.

11 BY MR. FISCHER:

12 **Q. Mr. Hyneman, do these -- do these look**  
13 **familiar to you? Are they accounting schedules like**  
14 **you would typically file in a rate case? Partial --**  
15 **at least a portion of them?**

16 A. They appear to be, yes.

17 **Q. Okay. I've taken these out of the last**  
18 **KCPL case and the last GMO rate case just to get a**  
19 **ballpark figure for how big these companies are.**  
20 **Okay? And I'd like for you to turn to the first**  
21 **schedule, 105, the last page, and there on the last**  
22 **page do you see the column that says "as billed"?**

23 A. Yes.

24 **Q. And does that have a figure of**  
25 **approximately \$761,838,596 for the Missouri as billed**

1 revenue associated with KCPL in that test year?

2 A. Yes.

3 Q. Okay. I'd like to ask you to turn to the  
4 106, which is the MPS division, and go to the same  
5 last page. Does that indicate the as billed revenue  
6 during that test year was approximately 57--  
7 527,686,101?

8 A. Yes.

9 Q. And then if we go to Exhibit 107, again,  
10 do we -- if we go to the last page, that would  
11 indicate that the as billed revenues during that test  
12 year for the L&P, or the St. Joe Light & Power  
13 division, were approximately 149,440 -- excuse me,  
14 149,440,314; is that right?

15 A. Yeah. The updated test year. It's an  
16 update from the original test year, updated from March  
17 of 2012.

18 Q. So if we combine the two divisions for  
19 the GMO Company, that would be approximately  
20 775 million; is that right?

21 A. Sounds about right.

22 Q. And if we added the KCPL annual revenues  
23 to that figure of 748 million in Missouri revenue,  
24 we'd get about 1.5 billion dollars for Missouri  
25 revenue; is that right?

1 A. That's correct.

2 Q. **Have you read the testimony of Mr. Klote**  
3 **in this proceeding?**

4 A. Have I read the Rebuttal Testimony of  
5 Mr. Klote? Yes, I have.

6 Q. **Yes, sir. I'd ask you to turn to his**  
7 **testimony, if you have it there, on page 8.**

8 A. Okay.

9 MR. FISCHER: Judge, I need to go  
10 in-camera for just a few minutes.

11 JUDGE WOODRUFF: Okay.

12 BY MR. FISCHER:

13 Q. **There on page 8 --**

14 JUDGE WOODRUFF: Wait. Wait.

15 MR. FISCHER: Oh, I'm sorry.

16 JUDGE WOODRUFF: Everyone needs to wait  
17 until I tell you we're in-camera so we don't --

18 MR. FISCHER: I'm sorry. I get ahead of  
19 myself.

20 JUDGE WOODRUFF: We are in-camera.

21 (REPORTER'S NOTE: At this point, an  
22 in-camera session was held, Volume 3, pages 230 to  
23 233.)

24  
25

1 MR. FISCHER: Judge, maybe I should move  
2 for the admission of those exhibits while I'm at it.

3 JUDGE WOODRUFF: 105, 106 and 107 have  
4 been offered. Any objection to their receipt?

5 Hearing none, they will be received.

6 (KCP&L/GMO Exhibits 105, 106 and 107 were  
7 received into evidence.)

8 JUDGE WOODRUFF: And then we will come up  
9 for questions from the Bench, Mr. Chairman.

10 QUESTIONS BY CHAIRMAN HALL:

11 Q. Good afternoon.

12 A. Good afternoon.

13 Q. What happens to the proceeds -- the below  
14 the line proceeds?

15 A. They are -- they are sent directly to  
16 KCPL non-regulated operations, which is part of the  
17 Great Plains Energy non-regulated.

18 Q. So are they -- are they ultimately sent  
19 to Great Plains Energy?

20 A. Yes.

21 Q. So -- so they -- and they are ultimately  
22 given to shareholders as -- as dividends?

23 A. Or retained earnings or dividends,  
24 whichever, yeah. That income can be either.

25 Q. That's all I have. Thank you.

1 JUDGE WOODRUFF: Commissioner Kenney?

2 COMMISSIONER KENNEY: No, sir

3 JUDGE WOODRUFF: Commissioner Rupp.

4 COMMISSIONER RUPP: No, sir.

5 JUDGE WOODRUFF: Commissioner Coleman?

6 COMMISSIONER COLEMAN: No.

7 QUESTIONS BY JUDGE WOODRUFF:

8 **Q. I have one question just to try to**  
9 **clarify the record. You initially filed testimony in**  
10 **this case -- your Direct Testimony as a member of the**  
11 **Staff; is that correct?**

12 A. Yes.

13 **Q. After that time, you then left Staff's**  
14 **employ and became an employee of the Public Counsel?**

15 A. Correct.

16 **Q. I just want to make sure on the record,**  
17 **if that ever comes up, exactly what happened.**

18 A. Okay.

19 **Q. All right.**

20 JUDGE WOODRUFF: Recross based on  
21 questions from the Bench starting with Staff.

22 MR. THOMPSON: No questions. Thank you.

23 JUDGE WOODRUFF: For the Companies?

24 MR. FISCHER: No questions.

25 JUDGE WOODRUFF: Any redirect?



1 MR. OPITZ: Thank you, Judge. I have a  
2 few.

3 REDIRECT EXAMINATION BY MR. OPITZ:

4 Q. Mr. Hyneman, can I direct you -- do you  
5 recall the questions Mr. Fischer asked you about your  
6 deposition, specifically that you had an option to  
7 decline being transferred?

8 A. Yes.

9 Q. And you began to give -- to explain your  
10 answer before you were cut off. What was it that you  
11 wanted to say?

12 A. Well, I mean, in the situation was that  
13 where my daughter got married, her and my son-in-law  
14 moved into an apartment and he called KCPL and went  
15 through the Allconnect process, and they were  
16 frustrated about it and talked to me about it, and so  
17 I -- when they moved again to another apartment, my  
18 daughter asked me to handle it so she didn't have to  
19 go through the process.

20 So I made the call to KCPL. They were  
21 going to transfer me to Allconnect. I said, No, I  
22 would not like to be transferred. And it's only  
23 because of my knowledge and my experience, my direct  
24 experience working on the Allconnect case that I --  
25 that I said, No, I do not want to be.

1           The average customer, they don't present  
2 them with an option, so they -- I think Ms. Kremer  
3 indicated, and I agree, that they think it's part of  
4 the regulated transaction. They don't believe they  
5 have an option not to because they're not provided  
6 with any option.

7           **Q. Thank you. Mr. Fischer also inquired**  
8 **about the Exhibits 105, 106 and 107 relating to the --**  
9 **the total revenues of Kansas City Power & Light and**  
10 **Greater Missouri Operations. Do you recall that?**

11          A. Yes.

12          **Q. Does the dollar amount at issue affect**  
13 **whether a rule violation has occurred?**

14          A. No.

15          **Q. Mr. Fischer also asked you to perform a**  
16 **calculation to determine a percentage. Do you recall**  
17 **that?**

18          A. Yes.

19          **Q. And the calculation was to compare the**  
20 **revenues from the Allconnect transaction to the**  
21 **revenues of the regulated companies. Is that how you**  
22 **understood that?**

23          A. Yes.

24          **Q. And did you understand KCPL to be making**  
25 **the point that that was an immaterial amount?**

1 A. Yes.

2 Q. If the Commission were to seek penalties  
3 in this case against Kansas City Power & Light and  
4 GMO, do you think it would be appropriate for them to  
5 seek an amount at least as much as that?

6 MR. FISCHER: Judge, I'm going to object  
7 to that question on the grounds it's way beyond the  
8 scope of cross or anybody from the Bench.

9 JUDGE WOODRUFF: I'll sustain that  
10 objection.

11 MR. OPITZ: Judge, I would say that  
12 Mr. Fischer asked about those revenues, and I'm just  
13 inquiring down the natural line of questioning that --

14 JUDGE WOODRUFF: I believe it's beyond  
15 the scope of the cross.

16 MR. OPITZ: Okay. Then that's all the  
17 redirect I have, Your Honor.

18 JUDGE WOODRUFF: Thank you. All right.  
19 Then Mr. Hyneman, you can step down. And we'll move  
20 over to KCPL's witness, which I believe is Mr. Klote.

21 MR. FISCHER: Yes. The Company would  
22 call Ron Klote to the witness stand.

23 JUDGE WOODRUFF: Would you, please, raise  
24 your right hand. I'll swear you in.

25 (Witness sworn.)

1 JUDGE WOODRUFF: Thank you. You may be  
2 seated. And you may inquire.

3 RONALD KLOTE, testified as follows:

4 DIRECT EXAMINATION BY MR. FISCHER:

5 Q. Please state your name and address for  
6 the record.

7 A. My name's Ronald A. Klote. Address, 1200  
8 Main Street, Kansas City, Missouri 64105.

9 Q. Are you the same Ronald A. Klote that  
10 caused to be filed in this proceeding Rebuttal  
11 Testimony, an HC version and an NP version, which has  
12 been marked as Exhibit 102?

13 A. Yes, I am.

14 Q. Do you have any corrections that need to  
15 be made to that document?

16 A. No, I do not.

17 Q. If I were to ask you the questions  
18 contained in Exhibit 102 today, would your answers be  
19 the same?

20 A. Yes, they would.

21 Q. And are they accurate to the best of your  
22 knowledge and belief?

23 A. Yes, they are.

24 MR. FISCHER: Judge, I would move for the  
25 admission of Exhibit 102-HC and 102-NP and tender the

1 witness for cross.

2 JUDGE WOODRUFF: 102-NP and HC have been  
3 offered. Any objections to its receipt?

4 Hearing none, it will be received.

5 (KCP&L/GMO Exhibits 102-NP and HC were  
6 received into evidence.)

7 JUDGE WOODRUFF: For cross we begin with  
8 Public Counsel.

9 MR. OPITZ: Thank you, Judge. May I have  
10 permission to Cross from my seat?

11 JUDGE WOODRUFF: You may.

12 CROSS-EXAMINATION BY MR. OPITZ:

13 Q. Good afternoon, Mr. Klote.

14 A. Good afternoon.

15 Q. Do you have a copy of your Rebuttal  
16 Testimony with you?

17 A. I do.

18 Q. Can I direct you to page 8 of that?

19 A. I'm there.

20 Q. And in this -- if you would look at  
21 line -- beginning with lines 20 through 22, you  
22 discuss the total revenue recorded to the Allconnect  
23 project; is that correct?

24 A. Yes, I do.

25 Q. And are those totals the entire revenue

1 **that's recorded as a result of the Allconnect project?**

2 A. Yes.

3 **Q. If I can direct you to page 6 of your**  
4 **Rebuttal. Are you there?**

5 A. Yes, I am.

6 **Q. And beginning at line 13, would you read**  
7 **the sentence beginning with the word "There"?**

8 A. There is another very minor revenue  
9 stream that is recorded, which consists of a  
10 20 percent share of the Commission paid to Allconnect  
11 for customers who purchase Allconnect services online  
12 or who call the Allconnect website number.

13 **Q. Is that share included in the totals that**  
14 **are listed on page 8 of your testimony?**

15 A. Yes, I believe it is.

16 MR. OPITZ: Your Honor, may I approach?

17 JUDGE WOODRUFF: You may. Is this  
18 another exhibit?

19 MR. OPITZ: Yes. Judge, may I have a  
20 number?

21 JUDGE WOODRUFF: We'll call this 108.  
22 (OPC Exhibit 108-HC was marked for  
23 identification.)

24 BY MR. OPITZ:

25 **Q. Mr. Klote, do you recognize that**

1 **document?**

2 A. It appears to be a Data Request.

3 **Q. And what is the -- the -- can you read**  
4 **for me the question of the Data Request?**

5 A. Sure. Mr. Klote states at page 6, lines  
6 9 to 16 of his Rebuttal Testimony, that in addition to  
7 the fee that KCPL/GMO receive for each call  
8 transferred to Allconnect, there's a minor revenue  
9 stream of 20 percent share of a commission paid to  
10 Allconnect for customers who purchase Allconnect  
11 services on line or who call the Allconnect --  
12 Allconnect website number.

13 Since June 2013, how much revenue has  
14 been generated by these two separate ways by month by  
15 the purchase of Allconnect services on line and by  
16 calling the Allconnect -- Allconnect website number?

17 **Q. Thank you.**

18 MR. OPITZ: Judge, I have some questions,  
19 and I believe the documents attached here are highly  
20 confidential. May I ask that we go in-camera?

21 JUDGE WOODRUFF: Does Company agree this  
22 is highly confidential?

23 MR. OPITZ: Maybe they are.

24 MR. FISCHER: Yeah, they should be.

25 JUDGE WOODRUFF: They are confidential?

1 Okay. We will go in-camera then.

2 (REPORTER'S NOTE: At this point, an  
3 in-camera session was held, Volume 3, pages 244 to  
4 249.)

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1 JUDGE WOODRUFF: And we're back to  
2 regular session.

3 BY MR. OPITZ:

4 **Q. In your allocation calculation, did you**  
5 **include property taxes?**

6 A. Not directly. Once again, it's the  
7 reasonableness of the costs that we did allocate.

8 **Q. Did you include in your calculation**  
9 **consideration of property insurance?**

10 A. Once again, the conservative nature of  
11 our allocation was a -- was a .3 of the CSR time.  
12 Included in that, we included an overhead cost, which  
13 was called back office, which would offer those type  
14 of costs.

15 **Q. You indicated that -- I believe that you**  
16 **say you used a fully distributed cost analysis.**  
17 **Correct?**

18 A. Yes.

19 **Q. And what does fully -- can you explain**  
20 **what that means to you?**

21 A. Sure. In fully distributed costs, you  
22 need to consider costs -- the total cost pool. And  
23 when you do that, you do, first, a direct assignment.  
24 Then you consider an indirect assignment. And then  
25 you consider a general allocation. And at the end,

1 you ensure that that's a reasonable cost for the  
2 activities that are being done.

3 So as part of this process, we did a  
4 statistical analysis of how much time it took to --  
5 for the Allconnect activity, which includes ten  
6 seconds of an average five-minute call. And so we  
7 allocated a significant -- or a significant -- we  
8 allocated a high amount of start -- new start calls.  
9 By doing that, we conservatively moved costs from  
10 above the line to below the line to ensure that there  
11 was a reasonableness amount. We're dealing with such  
12 small dollars here, they're not -- they're not a big  
13 cost driver activity that we're dealing with.

14 **Q. In your experience working with fully**  
15 **distributed cost calculations, does that consider**  
16 **capital costs?**

17 A. It can, yes.

18 **Q. Is it required to consider capital costs?**

19 A. Yes.

20 **Q. You mentioned that these are relatively**  
21 **small amounts. Has KCPL or Greater Missouri**  
22 **Operations ever proposed revenue adjustments in a rate**  
23 **case of amounts in the approximate range of these**  
24 **revenues?**

25 A. Sure. We've made adjustments.

1           **Q.     Would you say that those adjustments are**  
2 **immaterial?**

3           A.     The adjustments -- looking at the total  
4 revenues, sure, they're material. But the adjustments  
5 process is to ensure that you have a test year that's  
6 reflective of -- of an ongoing period -- of a  
7 normalized period. Excuse me.

8           **Q.     Does the -- in your opinion, does the**  
9 **size of the dollar value affect whether a violation**  
10 **has occurred or not?**

11          A.     I'm not an attorney.

12          **Q.     In your lay opinion, do you think that**  
13 **the dollar amount affects whether a violation has**  
14 **occurred or not?**

15          A.     No, it probably doesn't

16                 MR. OPITZ: That's all I have, Judge.  
17 May I offer -- I believe you marked it as 106.

18                 JUDGE WOODRUFF: That's 108.

19                 MR. OPITZ: 108. May I offer 108 into  
20 evidence?

21                 JUDGE WOODRUFF: 108-HC has been offered.  
22 Any objection to its receipt?

23                 Hearing none, it will be received.

24                 (OPC Exhibit 108-HC was received into  
25 evidence.)

1 MR. OPITZ: Thank you.

2 JUDGE WOODRUFF: Cross by Staff.

3 CROSS-EXAMINATION BY MR. JOHNSON:

4 Q. Mr. Klote, I'm Mark Johnson. I'll be  
5 asking a few questions on behalf of Staff.

6 Through the relationship with Allconnect,  
7 they pay KCPL and GMO a sum of money for each call and  
8 the associated customer information that the Company  
9 transfers to Allconnect; is that correct?

10 A. That's correct.

11 Q. And I think you -- as you've testified  
12 earlier, KCP&L and GMO book this revenue below the  
13 line. Correct?

14 A. Yes, we do.

15 Q. When this revenue -- when these revenues  
16 are booked below the line, who ultimately gets this  
17 money? I think you stated it's booked to KCP&L and  
18 GMO non-regulated operational accounts. Does another  
19 entity get the money down the line?

20 A. It would roll into the retained earnings  
21 of KCP&L.

22 Q. Would it go to GPE?

23 A. All of our entities do role up to GPE.

24 Q. Excuse me. Mr. Klote, in your Direct --  
25 or in your Rebuttal Testimony, excuse me, you respond

1 **to an allegation made by Mr. Hyneman in his Direct**  
2 **Testimony that has been adopted by Staff witness**  
3 **Majors; is that correct?**

4 A. Could you repeat the question?

5 **Q. In your Rebuttal Testimony you respond to**  
6 **an allegation made by Mr. Hyneman who is now the OPC**  
7 **witness.**

8 MR. FISCHER: Could you give him a  
9 reference, Counsel?

10 BY MR. JOHNSON:

11 **Q. Excuse me. I apologize. It will be on**  
12 **page 13, lines 10 through 17 of Mr. Hyneman's Direct**  
13 **Testimony.**

14 A. I don't have his Direct Testimony with  
15 me.

16 **Q. Okay. I believe you reference it in your**  
17 **Rebuttal Testimony on page -- excuse me -- page 3?**

18 A. I'm there.

19 **Q. Lines 20 through 31. And I'll**  
20 **paraphrase. Essentially, Mr. Hyneman asserted that**  
21 **KCP&L and GMO were subsidizing non-regulated**  
22 **operations as a result of the Allconnect relationship;**  
23 **is that correct?**

24 A. I'm not s-- he did make that accusation,  
25 but he made the accusation that there was no costs

1 being allocated to the non-regulated operations, which  
2 in my testimony I point out that's -- was not correct.

3 **Q. Are you familiar with Mr. Hyneman's**  
4 **Surrebuttal Testimony?**

5 A. Yes, I have read it.

6 **Q. Okay. And in his testimony he**  
7 **acknowledges the error that he made --**

8 A. Yes.

9 **Q. -- is that correct?**

10 **Now on page 9, lines 9 through 11, I**  
11 **think you list the costs associated with the**  
12 **Allconnect agreement as labor and labor loadings,**  
13 **meals and travel expenses and some depreciation**  
14 **expenses associated; is that a correct**  
15 **characterization?**

16 A. Yes.

17 **Q. And as Mr. Opitz pointed out, there are**  
18 **some costs that KCP&L and GMO failed to allocate below**  
19 **the line. Correct?**

20 A. Could you state that again?

21 **Q. There are some costs that KCPL and GMO**  
22 **failed to allocate below the line that were**  
23 **associated with the Allconnect relationship?**

24 A. There are hundreds of ways to allocate  
25 costs. We have allocated a very conservative, meaning

1 high amount, to this project directly to the cost  
2 elements that he brought up, yes. But we have done a  
3 reasonable allocation that is very conservative to --  
4 because when you consider the activities involved in  
5 the Allconnect relationship, we're talking about ten  
6 seconds of an average five-minute call.

7 **Q. All right. Thank you, Mr. Klote. Now if**  
8 **you were to go to page 30 -- well, excuse me. Never**  
9 **mind.**

10 **Could you take my word for it that**  
11 **Mr. Hyneman in his Surrebuttal Testimony alleges that**  
12 **KCP&L and GMO significantly understate the allocated**  
13 **costs?**

14 JUDGE WOODRUFF: Mr. Johnson, if you'd  
15 please turn on your microphone. I'm having a hard  
16 time hearing you.

17 MR. JOHNSON: Okay. I apologize.

18 BY MR. JOHNSON:

19 **Q. All right. Are you -- did you state**  
20 **earlier -- excuse me. Are you familiar --**

21 MR. THOMPSON: Wasn't there a question he  
22 didn't answer?

23 BY MR. JOHNSON:

24 **Q. Yeah. Would you take my word for it that**  
25 **Mr. Hyneman in his Surrebuttal Testimony alleges that**

1 **KCP&L and GMO significantly understate the costs**  
2 **allocated below the line?**

3 A. I believe Mr. Hyneman did make those  
4 allegations in his Surrebuttal Testimony.

5 **Q. Now, assuming KCPL, in fact, is not**  
6 **allocating the full costs associated with the**  
7 **Allconnect relationship below the line, would it be**  
8 **accurate to state that KCP&L and GMO are subsidizing**  
9 **their non-regulated operations?**

10 A. Could you state the first part of the  
11 question? I want to make sure I understood.

12 **Q. Assuming KCP&L and GMO are not allocating**  
13 **the full costs associated with the Allconnect**  
14 **relationship below the line, it would be accurate to**  
15 **state that they are subsidizing their non-regulated**  
16 **operations?**

17 A. Yes. If --

18 MR. FISCHER: Judge --

19 JUDGE WOODRUFF: Go ahead.

20 MR. FISCHER: Judge, I'd object. I think  
21 that does assume some facts not in evidence, but --

22 JUDGE WOODRUFF: I'll overrule the  
23 objection.

24 You can go ahead and answer, which I  
25 think you already did.



1 THE WITNESS: Yes. It -- it -- it -- if  
2 you did not allocate all the costs, there would be a  
3 subsidi zation.

4 BY MR. JOHNSON:

5 Q. Mr. Klote, does KCP&L have a cost  
6 allocation manual?

7 A. Yes, we do.

8 Q. Mr. Klote, I believe Ms. Trueit and  
9 Mr. Caisley, in their Rebuttal Testimony, explained  
10 that Allconnect reps provide the verification of  
11 customer information and provide customer confirmation  
12 numbers at no cost to KCP&L, and they also explain  
13 that, if Allconnect did not provide this service at no  
14 cost, KCP&L would need to address this function in  
15 some other manner at a cost that would necessarily be  
16 passed on to ratepayers. Would you agree with that?

17 A. Yes.

18 Q. Has KCP&L and GMO performed an analysis  
19 to quantify those costs?

20 A. There's no analysis that -- that I'm  
21 aware of.

22 MR. JOHNSON: No further questions.

23 JUDGE WOODRUFF: Come up for questions  
24 from the Bench. Mr. Chairman?

25 CHAIRMAN HALL: Very brief.

1 QUESTIONS BY CHAIRMAN HALL:

2 Q. Good afternoon.

3 A. Good afternoon.

4 Q. We probably need to go -- yeah, I think  
5 we need to go in-camera. I've got some questions  
6 about what is on page 8.

7 (Hearing interrupted by intercom.)

8 JUDGE WOODRUFF: Well, I don't know why  
9 that did that. I assume the IT people will pick it  
10 up, but we have gone -- I'll show this as in-camera  
11 just in case.

12 (REPORTER'S NOTE: At this point, an  
13 in-camera session was held, Volume 3, pages 260 to  
14 264.)

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1 JUDGE WOODRUFF: And we're back in  
2 regular session. While we were in-camera, we  
3 completed questions from the Bench, so we'll go to  
4 recross beginning with Public Counsel.

5 MR. OPITZ: I have no recross, Your  
6 Honor.

7 JUDGE WOODRUFF: For Staff?

8 MR. JOHNSON: No recross, Your Honor.

9 JUDGE WOODRUFF: Redirect?

10 MR. FISCHER: Judge, just briefly.

11 REDIRECT EXAMINATION BY MR. FISCHER:

12 **Q. Public Counsel showed you the Exhibit**  
13 **108-HC, which included the revenues which are**  
14 **confidential for 2013, 2014 and 2015. Do you recall**  
15 **that?**

16 A. Yes, I do.

17 **Q. That number that is summed there at the**  
18 **bottom of that column, does that include any other**  
19 **state revenues besides Missouri?**

20 A. Yes, it does. It would include all KCPL  
21 customers, which include both our Kansas and Missouri  
22 jurisdiction.

23 **Q. How many revenues, roughly, would you**  
24 **have in Kansas?**

25 A. It's about 30 percent. You know, our

1 retail business is about 2.3 billion. Deducting the  
2 1.5, about 700 million.

3 **Q. So -- so your total operations**  
4 **Missouri-Kansas including KCPL and GMO would be**  
5 **roughly how much?**

6 A. 2.3 billion.

7 **Q. Okay. And if we compared that number**  
8 **that's listed for those three years, that would be a**  
9 **fairly small percentage, wouldn't it?**

10 A. Extremely small.

11 **Q. And I believe you indicated in answer to**  
12 **one of the questions that you'd never done an**  
13 **allocation this small. Would you explain what you**  
14 **meant by that?**

15 A. Sure. You know, whenever you look at  
16 your total allocation process, you got to examine the  
17 entire costs of business. This Allconnect project did  
18 not drive how we allocate costs. It did not -- the  
19 amount of revenue did not drive how we entered into  
20 this transaction.

21 So when we looked at it, we wanted to  
22 make sure we had a reasonable amount of costs that  
23 would be representative of a fully distributed cost  
24 and could not be challenged. And -- and in this case,  
25 you know, I note that that -- Staff witnesses and OPC

1 witness did not do a financial analysis. Because if  
2 they did, they would see how small we're talking.

3 You know, our call center handles  
4 1.4 million calls a year. The calls that are part of  
5 the new service were about 6 percent, so about 84,000  
6 calls. The average duration of that call is five  
7 minutes. The time for the Allconnect connection is  
8 10 seconds. That's 3 percent of 6 percent. We are  
9 talking an extraordinarily small amount.

10 So we did not go into an in-depth cost  
11 study on this. We wanted to make sure we had a very  
12 reasonable and conservative amount of costs that were  
13 allocated to that. You can allocate costs hundreds of  
14 different ways.

15 **Q. From your perspective, does the fact you**  
16 **didn't deal with equity costs, interest costs or**  
17 **depreciation costs on some of the plant matter?**

18 A. Absolutely not.

19 MR. FISCHER: Judge, can I go in-camera  
20 for just a minute?

21 JUDGE WOODRUFF: Sure. We will go  
22 in-camera.

23 (REPORTER'S NOTE: At this point, an  
24 in-camera session was held, Volume 3, page 268.)

25

1 JUDGE WOODRUFF: And we are back in  
2 regular session.

3 BY MR. FISCHER:

4 Q. Mr. Klote, is the Allconnect  
5 relationship, from the Company's perspective, all  
6 about the money?

7 A. Absolutely not.

8 Q. What is it about?

9 A. It's about a customer experience and  
10 improving our customer contacts.

11 Q. Thank you very much. That's all I have.

12 JUDGE WOODRUFF: Mr. Klote, you can step  
13 down. And it is now about five after 4:00. We have  
14 four more witnesses left on the list. I'm assuming we  
15 probably won't be able to finish them today, but I'll  
16 ask the Company is there any witness on the list that  
17 needs to be done today?

18 MR. HACK: I don't think so, Your Honor.  
19 I can take a quick check.

20 JUDGE WOODRUFF: And while he's doing  
21 that, I'll ask Staff or Public Counsel, would we be  
22 able to finish these remaining five witnesses by  
23 five o'clock?

24 MR. THOMPSON: I do not believe so.

25 MR. OPITZ: I don't believe so either.

1 MR. HACK: Judge, I think -- I don't know  
2 how much everybody else may have for Ms. Trueit, but  
3 she's -- she's up next and is certainly willing to  
4 start today to help finish more quickly tomorrow. I  
5 leave it in your good hands and the Commissioners'  
6 good hands as to whether you'd like to begin today or  
7 just start in the morning.

8 JUDGE WOODRUFF: Let's go ahead and take  
9 about a seven-minute bathroom break. We'll come back  
10 at 4:15 and we'll start on Ms. Trueit.

11 (A recess was taken.)

12 JUDGE WOODRUFF: All right. We're back  
13 from break, so let's go ahead and get started. Ms.  
14 Trueit has taken the stand. Would you, please, raise  
15 your right hand?

16 (Witness sworn.)

17 JUDGE WOODRUFF: Thank you. You may  
18 inquire.

19 MR. HACK: Thank you.

20 JEAN TRUEIT, testified as follows:

21 DIRECT EXAMINATION BY MR. HACK:

22 Q. State your name for the record please,  
23 and spell it.

24 A. Jean A. Trueit, T-r-u-e-i-t.

25 Q. And Ms. Trueit, by whom are you employed?

1 A. KCP&L.

2 Q. And did you cause to be prepared and  
3 filed in this proceeding Rebuttal Testimony which has  
4 been premarked for identification purposes as Exhibit  
5 104?

6 A. I did.

7 Q. Do you have any corrections to make to  
8 that testimony at this time?

9 A. I do. On page 8, line 22, there has been  
10 one Commission complaint since the relationship with  
11 Allconnect began in 2013.

12 Q. So strike not?

13 A. Strike out --

14 Q. Add informal after one?

15 A. -- not and add one.

16 Q. So there has been one?

17 A. Commission complaint.

18 Q. Okay. Was that an informal Commission  
19 complaint?

20 A. As far as I know, yes.

21 Q. Okay. Ms. Trueit, subject to that  
22 correction, if I were to ask you the questions that  
23 are posed in this Exhibit 104, would your answers be  
24 substantially the same?

25 A. Yes.



1           **Q.     Are those answers, again as corrected,**  
2 **substantially true and correct to the best of your**  
3 **knowledge, information and belief?**

4           A.     Yes.

5           MR. HACK: I would move for the admission  
6 of Exhibit 104 and tender Ms. Trueit for cross.

7           JUDGE WOODRUFF: Exhibit 104 has been  
8 offered. Any objections to its receipt?

9           Hearing none, it will be received.

10          (KCP&L/GMO Exhibit 104 was received into  
11 evidence.)

12          JUDGE WOODRUFF: And for cross we begin  
13 with Public Counsel.

14          MR. OPITZ: Thank you, Judge. May I have  
15 permission to cross from my seat?

16          JUDGE WOODRUFF: You may.

17          MR. OPITZ: Thank you.

18 CROSS-EXAMINATION BY MR. OPITZ:

19          **Q.     Good afternoon, Ms. Trueit.**

20          A.     Good afternoon.

21          **Q.     Do you know how many calls have been**  
22 **transferred to Allconnect?**

23          A.     Yes, if you'll give me a moment.

24                 Approximately 80,741 through October of  
25 2015.

1           **Q.     Is that 2015 only or is that since the**  
2 **inception of the program?**

3           A.     I'm sorry. That's just 2015.

4           **Q.     Do you know the number of calls**  
5 **transferred since the beginning of the partnership?**

6           A.     Not off the top of my head, no.

7           **Q.     Of the 80,741, do you know how many of**  
8 **those callers are KCPL customers?**

9           A.     I might assume that they've called the  
10 Company for a reason to start or transfer service and  
11 make the assumption that they are KCP&L customers.

12          **Q.     I guess, allow me to clarify. And I**  
13 **apologize.**

14          A.     Thank you.

15          **Q.     You understand that KCPL and Greater**  
16 **Missouri Operations are separate companies. Correct?**

17          A.     Yes, I do.

18          **Q.     And am I correct in understanding that**  
19 **customers of both KCPL and Greater Missouri Operations**  
20 **are transferred to Allconnect?**

21          A.     Yes.

22          **Q.     And can you tell me how many of those**  
23 **calls that are transferred are Kansas City Power &**  
24 **Light, KCPL, customers?**

25          A.     I cannot.

1 Q. Is it fair to say that it's 50 percent?

2 A. I -- I still cannot make that assumption.

3 Q. Okay. Do you know if that total of  
4 80,741 calls is Missouri customers?

5 A. I -- I can't answer that specifically  
6 because calls come into the contact center for Kansas  
7 and our Missouri customers. We don't designate.

8 Q. So that total is the 2015 through October  
9 for Kansas and Missouri operations?

10 A. That's correct.

11 Q. Do you have a copy of your Rebuttal  
12 Testimony with you, Ms. Trueit?

13 A. I do.

14 Q. Can I direct you to page 5?

15 A. I'm sorry. I'm there.

16 Q. Thank you. And if you would, please,  
17 look at line 4 and read the beginning with the word  
18 "some" through line 6.

19 A. Some customers will advise they are not  
20 interested in additional services. In this instance,  
21 the CSR will provide the customer the order  
22 confirmation number and close the call.

23 Q. And is that your testimony here today?

24 A. That's correct.

25 Q. Ms. Trueit, you are aware that the

1 **Company provided certain phone call recordings in**  
2 **response to Data Requests in this case. Correct?**

3 A. Yes.

4 **Q. And do you know how those phone**  
5 **recordings were selected to be sent to respond to**  
6 **those Data Requests?**

7 A. I have some knowledge, yes.

8 **Q. Was it, I guess, a random group of the**  
9 **calls or was -- can you tell me what your knowledge is**  
10 **about how those calls were selected?**

11 A. I believe the Staff asked for a list that  
12 also included escalated calls, and those calls were  
13 then provided to Staff.

14 MR. OPITZ: Judge, may I ask that we go  
15 in co-- in HC in-camera for a moment?

16 JUDGE WOODRUFF: Sure.

17 (REPORTER'S NOTE: At this point, an  
18 in-camera session was held, Volume 3, pages 275 to  
19 284.)

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1 JUDGE WOODRUFF: It's actually 4:46 now,  
2 and did you have further cross on --

3 MR. OPITZ: Yes, Judge. Excuse me. I  
4 have a few questions that are not HC.

5 JUDGE WOODRUFF: Something you can finish  
6 before 5:00?

7 MR. OPITZ: I believe so.

8 JUDGE WOODRUFF: Let's go ahead and  
9 finish yours, and we'll break for the day.

10 BY MR. OPITZ:

11 Q. Ms. Trueit, are you familiar with  
12 JD Power reports?

13 A. I am.

14 Q. And do you -- are you aware that they  
15 provide reports on utility customer satisfaction?

16 A. I'm sorry. Could you repeat the  
17 question?

18 Q. Are you aware that JD Power reports  
19 provides reports on regulated utility customer  
20 satisfaction?

21 A. Yes, I am.

22 Q. And are you aware of -- well, let's go  
23 to -- Ms. Trueit, can you tell me when the -- what  
24 year the relationship with Allconnect began?

25 A. 2013.

1           **Q.     And do you -- are you familiar with the**  
2 **2013 Electric Utility Residential Customer**  
3 **Satisfaction Survey offered by JD Power?**

4           A.     I am familiar with reports. I probably  
5 saw 2013, but do I recall it? No.

6           **Q.     Would it surprise you to know that the**  
7 **Midwest large segment average was 631 points?**

8           MR. HACK: Objection, assumes facts not  
9 in evidence.

10          JUDGE WOODRUFF: I'll sustain the  
11 objection.

12          MR. OPITZ: Judge, may I approach the  
13 witness?

14          JUDGE WOODRUFF: You may.

15          MR. OPITZ: And I apologize. I only have  
16 one copy, but I'm happy to provide additional copies.

17 BY MR. OPITZ:

18          **Q.     Ms. Trueit, you indicated you had**  
19 **probably seen this in the past. Have you seen this**  
20 **report previously?**

21          A.     I can't say specifically that I've seen  
22 this page.

23          **Q.     Would you take a moment to examine that**  
24 **page, please? And is KCP&L on that list?**

25          A.     Yes, we are.

1           **Q.     And on that list is there also a Midwest**  
2 **large segment average indicated?**

3           A.     Yes, there is.

4           **Q.     And where in relationship to the Midwest**  
5 **average is KCP&L located?**

6           A.     Above.

7           **Q.     And can you tell me what year that report**  
8 **is from?**

9           A.     2013.

10          **Q.     Thank you. Ms. Trueit, you indicated**  
11 **that you agreed that the Allconnect relationship began**  
12 **in 2013. Correct?**

13          A.     Yes.

14                   MR. OPITZ: Judge, may I approach the  
15 witness one more time?

16                   JUDGE WOODRUFF: You may.

17 BY MR. OPITZ:

18          **Q.     Ms. Trueit, can you read the title of**  
19 **that document there?**

20          A.     JD Power 2014 Electric Utility  
21 Residential Customer Satisfaction Study.

22          **Q.     And is that similar to the study that I**  
23 **just showed you previously?**

24          A.     It appears to be.

25          **Q.     And does this 2014 study have KCP&L on**

1 **there?**

2 A. Yes.

3 **Q. And does it have a Midwest large segment**  
4 **average indicated on there?**

5 A. Yes, it does.

6 **Q. And where in relationship to the Midwest**  
7 **large segment average is KCPL located in the 2014**  
8 **results?**

9 A. Below.

10 **Q. Thank you.**

11 MR. OPITZ: Judge, may I approach once  
12 more?

13 JUDGE WOODRUFF: You may.

14 BY MR. OPITZ:

15 **Q. Ms. Trueit, would you read the title of**  
16 **this document, please?**

17 A. JD Power 2015 Electric Utility  
18 Residential Customer Satisfaction Study.

19 **Q. And is this document similar to the 2014**  
20 **and 2013 studies that I previously showed you?**

21 A. It looks to be.

22 **Q. Does this 2015 study include Kansas**  
23 **City -- KCP&L?**

24 A. It does.

25 **Q. Does it also include the Midwest large**



1 **segment average?**

2 A. Yes.

3 **Q. And where in relationship to the Midwest**  
4 **large segment average is KCPL on this study?**

5 A. Below.

6 **Q. Thank you.**

7 MR. OPITZ: That's all the questions I  
8 have, Judge.

9 JUDGE WOODRUFF: And with that, we will  
10 stop for the day and we will resume that 8:30 tomorrow  
11 morning with Staff cross-examining. We're adjourned.

12 (WHEREUPON, the hearing was adjourned  
13 until 8:30 a.m. January 20, 2015.)

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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

*Tracy L.J. Taylor*

Tracy Thorpe Taylor, CCR



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