

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

EVIDENTIARY HEARING

18th day of January, 2019

St. Louis, Missouri

Volume 3

Claude Scott,)	
)	
Complainant,)	
)	
v.)	File No. EC-2018-0371
)	
Union Electric Company)	
d/b/a Ameren Missouri)	
)	
Respondent.)	

JOHN T. CLARK, presiding

REGULATORY LAW JUDGE

REPORTED BY:

Angie S. Schlotzhauer, CCR No. 1429 (T)

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A P P E A R A N C E S

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Jermaine Grubbs, Ameren Missouri

Dana Parish, PSC Staff

Contessa King, PSC Staff

Ben Rankin, PSC Staff

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1 JUDGE CLARK: Let's bring this proceeding to
2 order and go on the record. Good morning. Today is
3 January the 18th, 2019, and the current time is
4 8:57 a.m. The Commission has set aside this time for an
5 evidentiary hearing in Claude Scott, the complainant,
6 versus Union Electric Company, doing business as Ameren
7 Missouri, Respondent. That is file number EC-2018-0371.

8 My name is John Clark. I'm the regulatory law
9 judge presiding over this hearing. Mr. Scott is
10 appearing on behalf of himself. I will have the other
11 parties who are represented by counsel have the counsel
12 enter into appearance at this time starting with Ameren
13 Missouri.

14 MS. GIBONEY: For Ameren Missouri I'm Sara
15 Giboney of the law firm of Smith and Lewis, LLP, and my
16 information has been provided to the court reporter.

17 JUDGE CLARK: And for the commission staff.

18 MS. KLAUS: Alexandra Klaus on behalf of
19 Staff, and my information has been provided to the court
20 reporter.

21 JUDGE CLARK: Thank you. If anybody has a
22 cell phone, I'm going to ask that you put it on vibrate
23 if you haven't already. To go over some brief
24 preliminary matters, are there any pending motions?

25 MS. KLAUS: None from Staff.

1 MS. GIBONEY: I don't think so, Judge.

2 JUDGE CLARK: In regard to a witness list and
3 order of witnesses, no party filed an opinion. In this
4 case, I am going to let Mr. Scott offer his evidence
5 first since he has the burden of proof, and I will
6 follow Mr. Scott with Ameren and finally with Staff as
7 theirs is the neutral position.

8 It appears we have a number of witnesses today. I
9 don't know how long this is going to go. If anybody at
10 any time needs to take a break, because this is more of
11 an informal hearing, let me know, and we will take a
12 break as needed. We will take a lunch break as
13 necessary -- if it becomes necessary.

14 Exhibits. Both Ameren Missouri and the Commission
15 staff filed exhibits lists. Those exhibits lists, I
16 assume, are premarked.

17 Mr. Scott, you did not file an exhibit list, but
18 it appears you brought some exhibits with you today.
19 As you introduce those exhibits, I'm going to have the
20 court reporter mark those as they're admitted into the
21 record. Okay?

22 MS. KLAUS: Okay.

23 JUDGE CLARK: At this time, I'm going to allow
24 the parties to make a brief opening statement. An
25 opening statement is an opportunity to purport your

1 position. It is not an opportunity to offer evidence.
2 It's basically where you just, kind of, tell me your
3 party's position and the argument that's going to
4 support it. So with that in mind, Mr. Scott, would you
5 like to make an opening statement?

6 MR. SCOTT: I do.

7 JUDGE CLARK: And I'm going to ask that you
8 speak up so the court reporter can get everything you
9 say down so that there's a transcript of this.

10 MR. SCOTT: Okay. In my opening statements,
11 Your Honor, I am basically going back Ameren's 12-month
12 payment and billing history that they sent me a copy of
13 in regards to their billing and the credits and how the
14 account was handled, and their allegation of what is
15 owed to them. And basically, what I've done is put
16 together a three-page exhibit based on their numbers and
17 not mine of their statements as to the amounts owed that
18 they're alleging is owed, and what they claim should be
19 paid by them according to this account. And this is
20 actually covering two addresses. One is at 4110
21 Geraldine, the other one at 3725 Geraldine.

22 JUDGE CLARK: 4110 what?

23 MR. SCOTT: Geraldine Avenue.

24 JUDGE CLARK: Thank you. And the other?

25 MR. SCOTT: And the other is 3725 Geraldine.

1 Now, Ameren made a claim of a transfer amount that
2 they did not clarify, and, by the way, Ameren did
3 object to the rediscovery submitted by saying that it's
4 too cumbersome to them. I don't know why they said
5 that because they have a full staff who have people who
6 does billing every single month, and I'm only one
7 person, and I audited this thing myself without a
8 problem. Now, if they're having a problem with proving
9 their allegation, then they have no real allegation
10 that's solid.

11 In my first page of this, what I looked at in my
12 exhibit is the usage that Ameren has claimed. This
13 account has only used \$946.66 in electricity for the
14 entire year. Ameren has been paid by me \$1,170 for the
15 entire year, and yet, Ameren is still claiming there's
16 a balance on this account.

17 Now, Ameren was made clear -- to Ameren to stop
18 budget billing, many months ago. They chose to
19 continue to do that. They don't have a cause to do it.
20 As a matter of fact, right now, I'm sitting with a
21 credit including the budget billing balance of \$973.74.
22 I'm trying to figure out what is so hard for Ameren UE
23 to stop a request for service that's not being used by
24 the customer. At this point, it starts to look like
25 business fraud.

1 In my second page, what I have noticed on here is
2 every single month of how Ameren adjusted the account,
3 how they credited the account, and I noticed in one,
4 two, three, four, five, six, seven, eight -- I noticed
5 in approximately eight of the -- it looks like eight of
6 those accounts, they continued budget billing, and this
7 account doesn't need budget billing. As a matter of
8 fact, this account averages approximately \$38.45 per
9 month in usage.

10 Ameren is topping their budget billing at \$100
11 before anything else. That's not even being used.
12 It's not needed, it's not being used, there's no need
13 for it to be there, and that's there's really no
14 argument for it because it's their own doing. It's not
15 a request that I made, it's something that Ameren just
16 chose to do, and this is basically from their billing
17 statements. I did not create these numbers. It came
18 strictly from Ameren billing statements.

19 In my last page, Page No. 3, I have all of the
20 credits, and then my total payments that were added up
21 is \$1,169. Compared to Ameren's billing, it looks like
22 Ameren has overbilled this account by \$973. Now, I'm
23 still trying to figure out exactly what is the problem
24 with this balance because my last statement showed that
25 I was owing them \$281 when they were paid \$38 simply

1 because that's all the apartment uses.

2 I'd like to hear exactly how Ameren arrived at its
3 numbers and why it has a problem with discontinuing
4 this budget billing. This is why the account is as
5 high as it is. I don't do budget billing, Ameren does
6 that. Ameren's staff does that. I didn't authorize
7 it. I request it to stop. Ameren chose to continue to
8 do it.

9 So I would like to enter in as an exhibit, a
10 three-page exhibit that I have already signed that is,
11 basically, showing the audit -- my own audit of their
12 billing. I would like to know what they have to
13 respond to that.

14 JUDGE CLARK: Thank you for your opening
15 statement, Mr. Scott. I have a few questions for you,
16 and I'll probably have a few questions more based upon
17 what you actually said and what you testified, but that
18 reminded me, in your opening of the amount in dispute
19 that you questioned and the original amount in dispute
20 from the original complaint, I believe, was a total of
21 \$198. That original amount was broken down into -- you
22 said \$160 overbilled, and \$38 not credited to an
23 arrearage account, which I would assume, is from the
24 4110 Geraldine Avenue?

25 MR. SCOTT: Yes, correct. What that is, at

1 that time, they did not credit that billing. The reason
2 it was \$198 is because of a payment that I had
3 discovered that was not credited to the billing office.
4 And as I continued to go -- and that was at that time.
5 Then the numbers changed.

6 After they sent me a photocopy of every single
7 month's bill, that number changed without me even
8 knowing it was going to, to a much higher number
9 because I noticed that the budget billing continued as
10 well as all of the payments on here not being credited
11 towards the account. The reason that number has gotten
12 as high as it has is because budget billing itself is
13 \$752, and they had not credited me \$1,170 in payments.

14 JUDGE CLARK: Mr. Scott, you've answered my
15 question.

16 MR. SCOTT: And the usage is one of the
17 reasons also --

18 JUDGE CLARK: You answered my question in
19 regard to that, and I'm going to allow you to get
20 further into what you're talking about in testimony, but
21 my question was the \$198. You also filed, on January
22 7th, a supplemental complaint?

23 MR. SCOTT: Right.

24 JUDGE CLARK: And what I'm trying to
25 understand, and the only thing that wasn't making sense

1 to me, when I looked at the amount in dispute, it says
2 \$198.

3 MR. SCOTT: Correct.

4 JUDGE CLARK: Is that the same \$198 that's in
5 dispute?

6 MR. SCOTT: That \$198 is no longer in dispute
7 because of --

8 JUDGE CLARK: Okay. You saying it's a
9 different amount now?

10 MR. SCOTT: It's a different amount.

11 JUDGE CLARK: What is the current amount
12 that's in dispute?

13 MR. SCOTT: Current amount that's in dispute,
14 total amount, it looks like is --

15 JUDGE CLARK: And that's that 9 --

16 MR. SCOTT: -- \$973.74.

17 JUDGE CLARK: And that's the amount you
18 indicated you believe you overpaid them?

19 MR. SCOTT: It's not just the overpayment,
20 it's the budget billing was \$752 of that. The
21 overpayment is \$241.44.

22 JUDGE CLARK: And that's in your exhibit?

23 MR. SCOTT: Yes, sir.

24 JUDGE CLARK: So that clarifies this. So
25 these are both part of the same complaint?

1 MR. SCOTT: Yes, sir.

2 JUDGE CLARK: And you're ready to proceed on
3 both of these today?

4 MR. SCOTT: Well, if I could, I'd like to
5 withdraw the \$198 amount.

6 JUDGE CLARK: Well, since it's not the amount
7 that is as important to me, because the question before
8 me -- it's not -- I explained this in the prehearing
9 conference. All I can make a decision on is whether or
10 not Ameren has violated a Commission rule, violated
11 their tariff, an order of the Commission or any law of
12 Missouri that would be subject to the authority of the
13 Commission. So I can't award monetary damages.

14 What I'm making a determination on is whether or
15 not, essentially, they violated a law or rule of the
16 commission in some way. So to that end, I don't care
17 whether the amount is 900 or 198. It makes no
18 difference to me as long as you understand that your
19 burden is to show that they've broken a law or
20 Commission order or tariff. So I will certainly allow
21 you to discuss whichever amount you believe is in
22 dispute.

23 MR. SCOTT: Okay.

24 JUDGE CLARK: Okay?

25 MR. SCOTT: Yeah.

1 JUDGE CLARK: Okay. Opening statement from
2 Ameren.

3 MS. GIBONEY: Judge, it's our understanding
4 from the complaint and some supplemental filings from
5 Mr. Scott that the primary allegations were Ameren's
6 failure to credit a payment that Mr. Scott made, and as
7 he said here today, that the company failed to terminate
8 budget billing when it was requested. There's also a
9 complaint about a disconnect notice that was sent from
10 that dispute and a cross-complaint regarding his
11 inability to get energy assistance.

12 There were some kind of new-to-me issues that were
13 raised today by Mr. Scott, but in general, the
14 company's position is that, as to all of those four
15 things I just mentioned, the company has not violated
16 any tariff, order, rule or statute with the exception
17 that the company does admit that it sent a disconnect
18 notice that inadvertently put an amount in dispute.
19 The company did correct that error in a manner that the
20 Commission's rules require or allow it to.

21 As Mr. Scott is prepared to do, our witness is
22 prepared to go through, tedious as it might be, a
23 billing-cycle-by-billing-cycle basis to address and to
24 refute his claim that he has not been credited the
25 payments that he's made, and to refute some of the

1 other allegations of the complaint. That's it.

2 JUDGE CLARK: Briefly, let me ask the
3 question: How was the -- in regards to the amount that
4 was inadvertently in the shutoff notice, how was that
5 resolved?

6 MS. GIBONEY: That was resolved and the
7 testimony is on record, but when you entered the notice
8 of extra record communication ...

9 COURT REPORTER: I'm sorry. I'm having
10 trouble hearing you guys.

11 MS. GIBONEY: When the judge entered his
12 notice of extra record communication, and I believe that
13 was on July 13th, I brought that to the attention of
14 Ameren's Missouri's regulatory personnel.

15 JUDGE CLARK: Okay.

16 MS. GIBONEY: And as soon as the personnel,
17 and Ms. Krcmar will explain who that was, became aware
18 of that, they cancelled the disconnect notice
19 immediately, and that prevented Mr. Scott from being
20 disconnected for that amount, for the \$198.06 that was
21 part of the arrearage balance for which he was
22 receive --

23 JUDGE CLARK: The amount in the original
24 complaint as being at issue?

25 MS. GIBONEY: Yes, sir.

1 JUDGE CLARK: Anything further?

2 MS. GIBONEY: No, Judge.

3 Opening from Commission Staff.

4 MS. KLAUS: Very brief. On June 12, 2018, it
5 was ordered that this complaint will apply the small
6 formal complaint procedures. In small formal complaint
7 cases such as these, Staff completes an investigation,
8 files an investigative report from the Commission and
9 all the parties to the complaint case. The member or
10 members of staff who investigate the complaint are
11 available as witnesses at this hearing should the judge
12 or any party call them to testify. Importantly, Staff
13 does not advocate a position beyond reporting the
14 results of its investigation.

15 In this case, Staff was originally ordered to
16 investigate the complaint and file it's report no later
17 than July 26, 2018. Due to some attempted dispute
18 resolution between the complainant and respondent, the
19 complaint was stayed until an order set aside that stay
20 on December 21st. Staff was then ordered to file its
21 report no later than November 5th. Staff filed its
22 report on November 2, 2018. Having concluded its
23 investigation, having filed its report, Staff concludes
24 that the company has not violated any applicable
25 statutes, Commission rules or Commission-approved

1 company tariffs related to this complaint.

2 The members of Staff who investigated the
3 complaint are here today and are available if called as
4 witnesses to answer factual questions regarding their
5 investigation. Again, and still importantly, Staff
6 does not advocate a position beyond reporting results
7 of its investigation. Thank you.

8 JUDGE CLARK: Thank you. With opening
9 statements done, we'll begin with our first witness.

10 Mr. Scott, you can call your first witness.
11 You're welcome to call yourself. You can but do not
12 have to testify. The form of the testimony you take
13 is, essentially, up to you. If you just want to tell
14 me how this issue arose, how it came to your attention,
15 and how you attempted to resolve it, you're welcome to
16 do so. If you, along the way, have particular things
17 that you want to point out to me, you're also welcome
18 to do so. This is like a court hearing in a great many
19 fashions, and there may be objections that are made and
20 I will rule on those as they come up.

21 If you have evidence you wish to offer, let me
22 know what the evidence is and we'll go through what
23 would be necessary to admit it into the record, if I
24 deem it admissible. Okay?

25 After you testify, the other parties will have an

1 opportunity to cross-examine you or ask you questions
2 which you must answer, and I will have an opportunity
3 to question you as well.

4 Okay, Mr. Scott, you may call your first witness.

5 MR. SCOTT: My first witness is Ameren UE, if
6 they have a one of their accounting people present.

7 JUDGE CLARK: Okay. And I said, your first
8 witness -- I meant a witness that you brought with you.
9 Ameren is going to have --

10 MR. SCOTT: No, I didn't bring a witness. I
11 only brought myself.

12 JUDGE CLARK: Ameren is going to have people
13 testify and you'll have an opportunity to cross-examine.
14 Did you want to testify?

15 MR. SCOTT: Yes, sir.

16 JUDGE CLARK: Okay. Please raise your right
17 hand to be sworn in.

18 (The witness was sworn.)

19 CLAUDE SCOTT,
20 of lawful age, being first duly sworn to tell the truth,
21 the whole truth, and nothing but the truth, testified as
22 follows:

23 TESTIMONY OF MR. SMITH

24 JUDGE CLARK: What would you like to tell the
25 commission today, Mr. Scott?

1 MR. SCOTT: I would like to tell the
2 Commission, first of all, that I noticed a comment to
3 the young lady to my right made about violating a tariff
4 issue. At that particular time, Ameren had not sent --
5 apparently had not sent the Commission any of the
6 exhibits they sent me after the date that she mentioned.

7 These documents that I have were recently received
8 within the last, I believe, the last week, and this is
9 a part of my objection. When Ameren made the objection
10 to the motion of discovery on three attempts of my
11 discovery, they then sent me a copy of each month,
12 which I'm sure they did not send to the Commission.
13 One of the reasons why the lady to my right made the
14 statements she did, because apparently, she did not
15 have the information that I do now.

16 JUDGE CLARK: Okay. I'm going to make a brief
17 differentiation for you that I think will clarify these
18 complaints. I'm sitting here as the regulatory judge in
19 this matter and the Commission is ever present behind me
20 and in an ethereal-type way. We don't look at anything
21 until the hearing. We have to remain impartial. I
22 conduct no investigation whatsoever nor do I look at
23 evidence that is sent to me.

24 If evidence is sent to me, as you did in one case
25 send, you'll notice I put out a notice to everybody

1 else saying I received something. So there is a line
2 that exists between me and the Commission staff here.
3 When I ordered them to do an investigation, they filed
4 the results of that investigation so the Commission,
5 myself and the other parties, including you, can see.
6 That is all I see.

7 So if anything is sent -- I think when you say
8 Commission, you're using it in a very broad sense when
9 the Commission has two separate parts that do not
10 communicate about what goes on in a case until such
11 time as the hearing and it happens openly in front of
12 everybody. Okay?

13 MR. SCOTT: Sure.

14 JUDGE CLARK: All right. Go on.

15 MR. SCOTT: Okay. In the exhibits that I
16 would like to commit in this hearing, is going to be at
17 least all the monthly billings that -- a photocopy of
18 the monthly billings they had sent me, the most recent
19 that they had sent, and my calculation of the audit from
20 those very billings. So that's going to be -- it looks
21 like it's going to be least nine documents.

22 JUDGE CLARK: Okay.

23 MR. SCOTT: And, basically, what is
24 happening -- what has caused this complaint to change is
25 their most recent information sent to me. When I

1 audited that information, that is when I discovered that
2 those numbers in the original complaint would have to
3 change simply because the true numbers from Ameren's
4 billing was sent to me and I had to virtually audit
5 every single statement they sent and discover that we
6 had a differentiation in our numbers from that original
7 complaint.

8 So this is one of the reasons why I'm introducing
9 as evidence and as the exhibits their own photocopies
10 of what was sent to me. I've highlighted the areas of
11 concern in every one of those statements, and then I've
12 also done a calculation of those statements. I've
13 separated each calculation so that it can be very
14 readable and understandable. I tried to simplify this
15 as much as I possibly could. Basically, I did not go
16 by Ameren's ledger simply because the ledger does not
17 simplify as much as the way I broke this down.

18 I happen to have an accounting background, so I
19 knew exactly how general ledgers are put together.
20 General ledgers are not designed to be confusing. So
21 what I did was simplify the ledger by straightforward
22 numbers from their billing and not from their ledger.

23 I would like to introduce each and every one of
24 the billings that were highlighted and my calculation
25 of those billings and how I arrived at the number I

1 did.

2 JUDGE CLARK: Okay. Why don't you we start
3 this way. What's your first exhibit? What's your
4 Exhibit No. 1?

5 MR. SCOTT: Exhibit No. 1, is -- I'm going to
6 start with -- it looks like a billing date. I have a
7 billing date of 11/08/2018, and it's showing an amount
8 of \$532.

9 JUDGE CLARK: Okay. May I see that exhibit?
10 Are you familiar with the exhibit?

11 MS. GIBONEY: We are familiar with the
12 exhibit, Judge. I note that it has a lot of handwriting
13 on it which would not be original to this billing
14 statement, and to the extent that there's extraneous
15 writing on it I might object to that as being hearsay,
16 but it does look like this is the actual copy of the
17 billing statement that we sent to Mr. Scott.

18 JUDGE CLARK: Okay. So you have a hearsay
19 objection?

20 MS. GIBONEY: Yes, Judge.

21 JUDGE CLARK: Okay. I'm going to overrule
22 that. It looks like these are numbers that Mr. Scott
23 wants to point out to me and some things he wants to
24 exemplify about the exhibit.

25 And this is your bill?

1 MR. SCOTT: Yes, sir. That's the bill that
2 was sent to me by Ameren.

3 JUDGE CLARK: Other than the highlighting and
4 the -- other than the highlighting and the writing, is
5 there anything you've done to modify this bill?

6 MR. SCOTT: No, sir. The only thing I've done
7 is, basically, told Ameren that I would show them in the
8 hearing the differences in the complaint, and that's
9 about it. I have not changed any numbers whatsoever on
10 the bill. I've not altered it in any way. So the
11 numbers are still the same.

12 JUDGE CLARK: Any objection from Staff?

13 MS. KLAUS: No objection.

14 JUDGE CLARK: Okay. Plaintiff's Exhibit 1 is
15 admitted on to the hearing record and will be marked
16 accordingly.

17 (Thereupon, Complainant's Exhibit 1C was
18 marked for identification.)

19 MS. GIBONEY: Judge, may I look at Exhibit 1
20 for just a moment? I just want to write down the date.

21 JUDGE CLARK: Go right ahead.

22 MS. GIBONEY: Okay. Thank you.

23 JUDGE CLARK: Okay. We will call that...

24 MS. GIBONEY: May I offer a suggestion?

25 JUDGE CLARK: I see the due date. Where's the

1 issue date?

2 MS. GIBONEY: That's the issue date.

3 JUDGE CLARK: Thank you. Okay. Call that the
4 11/8/18 utility bill.

5 Did you want to -- Mr. Scott, do you want to do
6 all your exhibits first and then talk about them, or do
7 you want to talk about the exhibits as you do them?

8 MR. SCOTT: I would rather talk about the
9 exhibits as I do them. That would be more clear.

10 JUDGE CLARK: Okay. Then let's talk about
11 Exhibit 1.

12 MR. SCOTT: Exhibit 1, you'll notice that it
13 has a budget billing amount of \$100. And it also has
14 the current charge of...

15 COURT REPORTER: I'm sorry. I'm having
16 trouble hearing you guys.

17 MR. SCOTT: Sorry. In Exhibit No. 1, we have
18 a budget billing amount that was added to the bill for
19 \$100. On top of that, they have a current charge of
20 \$37.34. This occurred after they had been told to stop
21 budget billing. Budget billing had continued.

22 I noticed on two of these exhibits -- I'll get to
23 the next one, but for this one right now, the \$100
24 should not be there because it was requested to be
25 stopped. It was not needed. If I'm only using \$37,

1 there's no need to add \$100 to the billing. So that's
2 pretty much what I wanted to contend with, and I
3 noticed on here, they mentioned to me on Exhibit No. 1,
4 that your budget billing balance is ahead \$136.73.
5 Okay. I'm just going to interpret that in a different
6 way, because the way I see it, every month that they
7 add the \$100 to the billing is going to put the budget
8 billing ahead and not behind. The budget billing, when
9 it's ahead, is supposed to be a credit that you carry.
10 When it's behind, it's a deficit.

11 So as it stands right now, you'll notice on most
12 of these exhibits, you're going to see a plus in front
13 of the 100. That does not mean that 100 has been
14 altered. It simply means that it's a positive 100 and
15 not a negative. That's in Exhibit No. 1 that I'm
16 introducing as of that date.

17 And I noticed on another exhibit just 18 days
18 later, they did do an adjustment but it was not for the
19 full amount they should have. And that's 18 days -- an
20 18-day billing gap. Normally, these bills come out
21 every 30 days, not every 18. So they did an
22 adjustment. I will credit them for that, but it's not
23 for the correct amount.

24 But I will state right now, the focus on this
25 billing is that \$100 has been added to the bill in

1 Exhibit No. 1. That should not be added. That caused
2 the balance to go up to \$532.28. That is as of their
3 billing date of 11/08/2018.

4 The only thing I can say, other than that, is that
5 they have a previous statement on that same exhibit of
6 \$400 -- looks like \$400.28. That's a disputed amount
7 simply because of the budget billing being added to the
8 bills. Again, it's coming from their billing, not mine
9 and that's why it's highlighted. And I highlighted
10 every one of these exhibits with what I thought is
11 important and what should be the main point of this
12 particular hearing.

13 And that's all I have to say about that particular
14 bill for right now -- that particular exhibit.

15 JUDGE CLARK: Go on.

16 MR. SCOTT: In Exhibit No. 2 --

17 JUDGE CLARK: What is Exhibit No. 2?

18 MR. SCOTT: Exhibit No. 2 is a billing date
19 for 11/20/2018. Again, those dates are an 18-day period
20 and the billing has changed. Now, the amount due has
21 dropped by close to \$300 simply because of two things:
22 Number one, a payment of 100 -- it looks like a payment
23 of \$159 credited on 11/16, and they had -- as far as I
24 know, it does not show --

25 JUDGE CLARK: Before you testify about this

1 further, give Ameren and Staff a chance to see if they
2 want to make any objections.

3 MR. SCOTT: Sure.

4 MS. GIBONEY: Judge, I would just make the
5 same objection that this is not the original document
6 that was provided to Mr. Scott from Ameren Missouri. It
7 contains some handwritten notations that would be added
8 to the statement constituting hearsay; however, we do
9 recognize that he's here to be cross-examined on that.

10 JUDGE CLARK: Okay.

11 MS. KLAUS: No objections from Staff.

12 JUDGE CLARK: Okay.

13 MR. SCOTT: Again, I do have --

14 JUDGE CLARK: Ameren's hearsay objection will
15 be overruled. Correct, he is here to testify about it,
16 so you are certainly welcome to ask him about it.

17 Mr. Scott, are you prepared to move Exhibit 2 on
18 to the record?

19 MR. SCOTT: Yes, sir, I am.

20 JUDGE CLARK: Plaintiff's Exhibit No. 2 is
21 admitted onto the hearing record, and we'll title that
22 11/20/18 utility bill.

23 (Thereupon, Complainant's Exhibit 2C was
24 marked for identification.)

25 JUDGE CLARK: Tell me what you'd like to about

1 Exhibit No. 2.

2 MR. SCOTT: In Exhibit No. 2, I notice that,
3 again, I'm going to state that the bill was credited and
4 it did show that the budget bill amount was adjusted in
5 a negative 383. That means that they credited me, and,
6 again, it shows that current charge of 37.34 for that
7 month in usage -- actual usage. They did not put budget
8 billing on there. I noticed that.

9 It does show that a payment of 159 -- credit of
10 159 was made to the account, and they did receive, but
11 they didn't show it on this particular bill, a
12 contribution. It would show that there was a budget
13 bill adjustment, also, of 74.07 -- minus 74.07. So
14 apparently, what they've done is they have put together
15 two numbers, and this is why -- this is one of the
16 reasons this is confusing is because they have a total
17 credit on the budget billing, it looks like a little
18 bit over \$110, but they broke them apart. One is a
19 budget bill adjustment and one is a budget bill amount.
20 Both are showing negative numbers. And this is where
21 these billings get confusing because no one -- the
22 average person is not going to know what a budget bill
23 adjustment is versus a budget bill amount.

24 So it's showing -- it looks like they credited two
25 areas in this bill. This particular bill came out 18

1 days later, but it looks like they have brought the
2 billing down by \$300 simply because, apparently, the
3 payment itself and the credit damages of budget
4 billing, but this does not show the actual balance
5 amount due. The actual balance amount due on here
6 shows \$236.55, and prior to that, this shows nearly
7 \$300 more, but it does not show all of the credits that
8 it should show on that particular bill.

9 Now, I do have a copy, an original copy, of this
10 bill, but the original copy is going to have numbers
11 handwritten on them as well.

12 JUDGE CLARK: I've already admitted your
13 exhibit so the copy is fine.

14 MR. SCOTT: Okay. So if Ameren wants to
15 continue to admit and say that these are not originals,
16 I did bring originals with me. It's just that I wanted
17 to present the photocopy because they're a little more
18 clarified than the originals. I didn't want to write on
19 the originals. That's why I'm using the photocopy.

20 But this is the actual Exhibit No. 2 and it's
21 showing that they have credited simply by them doing --
22 adjusting the budget billing and my payment, but it
23 does not show anything beyond that as far as -- they're
24 claiming this is a corrected bill, so apparently
25 corrected means they modified it in some form. So I'm

1 going to object to it being a corrected bill simply
2 because the amount due is not correct.

3 JUDGE CLARK: That's not really a courtroom
4 objection, but I will take under advisement of what
5 you're pointing out when I look at it. Okay.

6 MR. SCOTT: Sure.

7 JUDGE CLARK: May I see those two? I have a
8 question for you.

9 MR. SCOTT: Yes, sir.

10 JUDGE CLARK: This plus that's in front of the
11 hundred dollars, is that handwritten in?

12 MR. SCOTT: Yes, sir.

13 JUDGE CLARK: Is that handwritten over a plus
14 that was there before?

15 MR. SCOTT: No, sir. There was no plus there.
16 There's usually no plus on their notice.

17 JUDGE CLARK: Okay. So I know what that is.

18 MR. SCOTT: It means -- yes, sir.

19 JUDGE CLARK: All right. Go on.

20 MR. SCOTT: My next exhibit, Your Honor, I'm
21 going to introduce their billing on -- it looks like
22 3/15 of 2018, and it shows an actual usage here of 30 --
23 it looks like \$37. They did not have a budget billing
24 amount in here, but they did have a large amount due of
25 \$175. Now, they don't break that down on this

1 particular exhibit as to where that number came from.
2 It just shows on here that they had a budget bill
3 adjustment of \$30.05 and a budget billing amount of \$37
4 even.

5 JUDGE CLARK: And this is also a utility bill?

6 MR. SCOTT: Yes, sir.

7 JUDGE CLARK: What's the dates of this utility
8 bill?

9 MR. SCOTT: This particular bill is dated
10 3/15/2018.

11 JUDGE CLARK: Give Ameren an opportunity to
12 look at this.

13 MS. GIBONEY: Judge, is there any way -- I
14 know this is not favored. Is there any way we can make
15 a continuing objection just to the handwritten portions
16 on Mr. Scott's exhibits to continue to go over that?

17 JUDGE CLARK: That would be fine.

18 MS. GIBONEY: Then I will just say continuing
19 objection to those exhibits where there are handwritten
20 notes. Thank you.

21 MS. KLAUS: No objection from Staff.

22 JUDGE CLARK: Mr. Scott, are you wanting to
23 admit your Exhibit 3 on to the hearing record?

24 MR. SCOTT: Yes, sir, I do.

25 JUDGE CLARK: Exhibit 3 is admitted onto the

1 hearing record, and the continuing objection is
2 overruled.

3 (Thereupon, Complainant's Exhibit 3C was
4 marked for identification.)

5 JUDGE CLARK: Go ahead, Mr. Scott.

6 MR. SCOTT: In Exhibit No. 4, the billing date
7 on Exhibit 4 is 4/12 of 2018, and it shows on here, on
8 this particular exhibit that --

9 JUDGE CLARK: Wait. Before we get into that,
10 let's go through letting Ameren look at it. Did you do
11 all the testifying you want today about this?

12 MR. SCOTT: Yes, sir.

13 MS. KLAUS: No objections.

14 JUDGE CLARK: Okay. Ameren's continuing
15 objection is overruled as to this exhibit and is
16 admitted into the record at Complainant's Exhibit 4.

17 (Thereupon, Complainant's Exhibit 4C was
18 marked for identification.)

19 JUDGE CLARK: Mr. Scott, tell me what you
20 would like to tell me about Exhibit 4.

21 MR. SCOTT: In Exhibit 4, Your Honor, I
22 noticed that we have the problem that the actual usage
23 in this billing -- this living unit was \$29.57, and what
24 I noticed what Ameren did was they added their budget
25 bill adjustment of \$70.43 to this bill in addition to

1 \$29.57. In addition to that, they added a budget bill
2 amount of \$100.

3 So -- and they show on here that you had a payment
4 on 4/10 of 2018 of \$175, but they also show that you're
5 only using \$29.57, and we're adding \$173.43 to this
6 bill by way of budget billing. So what they've done is
7 they've calculated my actual usage, and then on top of
8 that, they've added \$170.43 that pertains to budget
9 billing that has been requested again -- was requested
10 to be removed, and they chose to just leave it there.
11 This is dated 4/12 of 2018, and again, this is one of
12 the reasons this balance is going as high as it is.

13 Now, I noticed on the amount due, it says \$138,
14 and what that is is a reflection of the budget billing
15 program that should not have been in place anyway.
16 This is one of the reasons why that amount due is what
17 it is, because of the budget bills that were added on
18 to the bill.

19 I don't know how they calculated that. They don't
20 state in here how they did it. They just stated this
21 is what was the amount due, but I noticed that they
22 added \$170 onto this bill in addition to what was
23 actually used.

24 JUDGE CLARK: Okay. Go on.

25 MR. SCOTT: In my next exhibit, Your Honor --

1 JUDGE CLARK: Is this also a bill?

2 MR. SCOTT: Yes, sir, it is.

3 JUDGE CLARK: And what is the bill date?

4 MR. SCOTT: The bill date on here is
5 5/11/2018.

6 JUDGE CLARK: If you'll show that to Ameren
7 and Staff so they'll have an opportunity to object if
8 they want.

9 MS. KLAUS: No objection.

10 JUDGE CLARK: Okay. Ameren's continuing
11 objection as to this exhibit is overruled. Mr. Scott,
12 are you offering this on the record?

13 MR. SCOTT: Yes, I am.

14 JUDGE CLARK: Complainant's Exhibit No. 5 is
15 admitted onto the hearing record.

16 (Thereupon, Complainant's Exhibit 5C was
17 marked for identification.)

18 JUDGE CLARK: Okay. Go ahead and tell me what
19 you would like to tell me about Exhibit No. 5.

20 MR. SCOTT: Exhibit No. 5, Your Honor, since
21 the budget billing amounts are included in these
22 amounts, they're showing me that it has an actual usage,
23 as a mentioned, of \$27.02. And they added in the budget
24 billing on top of that \$34.04. In addition to that,
25 they added \$60.06. Again, no explanation for that, and

1 those are both -- those two numbers there, are budget
2 billing numbers that should not be on this particular
3 statement at all.

4 I noticed that there's a fluctuation in their
5 amounts due.

6 JUDGE CLARK: What do you mean?

7 MR. SCOTT: In other words, the prior one was
8 \$528. This one is shot down \$459.41. Now, again, we do
9 not know how they calculated the 459. The only thing I
10 can state on this is that they have -- it looks like --
11 three numbers that are being questioned as far as the
12 billing itself: the current charge, the bill adjustment
13 and the budget bill amount. The current charge is
14 correct, but it does not show exactly where they're
15 coming up with a payment agreement default when the
16 payment agreement itself came from a budget billing that
17 was requested to be terminated, because what the payment
18 agreement is is just basically something that you pay
19 off over a 12-month period on an arrearage balance, but
20 it does not show why that \$60.06 was calculated there
21 and why that budget bill adjustment went up by \$34.04.

22 So this bill is confusing, but at the same time,
23 it shows that -- in all of the exhibits that I've
24 shown, never has there been shown on any one of
25 Ameren's bills that you've actually used the \$100. So

1 what they're doing is -- the budget bill is just simply
2 adding up. It's simply adding on to these bills
3 causing the balance to go up which will cause a
4 disconnection.

5 On this last bill here, they show that the amount
6 due was 459.41, but they did not take into account that
7 they had overbilling in the budget billing amounts
8 which has caused that number to be that high. So this
9 is pretty much as much as I can say about this
10 particular exhibit.

11 It's confusing, but at the same time, it's very
12 clear as to what they're doing line by line. So I
13 would like to introduce that as the evidence in this
14 particular hearing as to how their billing has occurred
15 on budget billing and on the actual usage of this unit.
16 And this particular exhibit is clear -- very clear to
17 me, that their intent is to continue the budget billing
18 regardless of anyone asking them to remove it. Had
19 they done that, you wouldn't see any of these budget
20 bill numbers that you see now.

21 JUDGE CLARK: Okay.

22 MR. SCOTT: In my next exhibit --

23 JUDGE CLARK: What's the -- is this also a
24 utility bill?

25 MR. SCOTT: Yes, sir.

1 JUDGE CLARK: What's the date of this utility
2 bill?

3 MR. SCOTT: The date I'm showing is 6/12/2018.

4 JUDGE CLARK: If you'll show it to the parties
5 so they'll have an opportunity to object.

6 MS. KLAUS: No objection from Staff.

7 JUDGE CLARK: Are you moving to admit that as
8 Exhibit 6?

9 MR. SCOTT: Yes, I am.

10 JUDGE CLARK: Okay. Ameren's continued
11 objection to that is overruled, and it is admitted on to
12 the hearing record as Complaint's Exhibit 6.

13 (Thereupon, Complainant's Exhibit 6C was
14 marked for identification.)

15 JUDGE CLARK: What would you like to tell me
16 about Exhibit 6?

17 MR. SCOTT: On Exhibit 6, Your Honor, they did
18 not disclose exactly why the \$528.10 balance is due on
19 here. I noticed that this bill did not show any the
20 budget billing in it, and noticed that is a pattern.
21 They apparently, are going -- it looks like they decide
22 when the budget billing is going to be put in versus
23 when it's not.

24 So on this one, it shows that the actual usage of
25 this bill is no more than \$68.69 after it was

1 calculated. Again, it was nowhere near \$100, but they
2 did not clarify as to where the \$528 amount came from.
3 They're showing a prior balance of \$459.41, but they do
4 not show anything else as far as in the way of any
5 credits of any kind on the billing for the billing is
6 fluctuating.

7 That's pretty much all I can say on this billing
8 because that's all there is that's in it. That's all
9 that's in the bill. So as it stands right now, what
10 they've done in this particular bill is separate
11 straight billing instead of budget billing, and they
12 haven't applied any credits of any kind.

13 So that is about all I can say about this at
14 the -- I don't know if this is the estimated actual
15 usage, or if this is just numbers they put on here, but
16 those are the only numbers I have to go by from them.
17 But because I would not know.

18 And I wanted to add, Your Honor, in addition to
19 this, that they have not sent me a copy of meter
20 readings as far as what the actual meter is telling
21 them. So I don't know what -- if these amounts are
22 estimated or what their actual usage is here, but I do
23 know that they're below \$100. And, as requested again,
24 to Ameren to send me a meter reading of the usage of
25 this apartment. They failed to do that.

1 This, I would like to enter in as an exhibit
2 simply because of -- the numbers are fluctuating in
3 here on the amounts due and how their billing practices
4 are. In some cases, they're putting in budget billing.
5 In other cases, they're not. The budget billing is
6 usually a program where they continuously do this month
7 after month. They don't change the numbers and they
8 don't change the billing way. This is a habit right
9 here. It's an indication of a habit, of breaking the
10 budget billing then restarting without communicating
11 with the resident or the payer of this bill.

12 JUDGE CLARK: Okay. Go on.

13 MR. SCOTT: In my next exhibit, Your Honor --

14 JUDGE CLARK: And is this also a utility bill?

15 MR. SCOTT: Yes, it is.

16 JUDGE CLARK: What's the date of that utility
17 bill?

18 MR. SCOTT: The date of this statement is
19 7/12/2018.

20 JUDGE CLARK: Would you show it to the other
21 parties so they have an opportunity to object.

22 MS. KLAUS: No objection.

23 JUDGE CLARK: Okay. And do you want to offer
24 this bill on to the hearing record?

25 MR. SCOTT: Yes, I do.

1 JUDGE CLARK: Ameren's continuing objection to
2 the handwriting is overruled, and the Plaintiff's
3 Exhibit 6 is -- 7 is admitted on to the hearing record.

4 (Thereupon, Complainant's Exhibit 7C was
5 marked for identification.)

6 JUDGE CLARK: Okay. What would you like to
7 tell me about Exhibit 7?

8 MR. SCOTT: Your Honor, in Exhibit 7, it's
9 showing that, again, there's no budget billing that was
10 calculated into here, but they also show -- they also
11 show a prior balance of 528. They don't show any
12 credits on this bill, and that they're -- it looks
13 like -- it says on here that the account has been past
14 due for a large amount. It's hard for me to make out.
15 It looks like \$528. I guess that's the prior balance
16 from the previous bill.

17 I notice in here, in usage -- this was in the
18 summer month of July. The usage is not a \$100. July
19 happened to be one of the hottest months of the year,
20 and I noticed that even with the month of July and with
21 air conditioning usage, the bill amount -- the usage
22 amount is not \$100 as stated in budget billing. So
23 even in July, budget billing is not needed, but they
24 did not put budget billing in here. The only thing
25 they did was just added regular usage in here, the

1 taxation of it and prior balance.

2 No credits -- it looks like, apparently, no
3 credits have been added to this bill, so there has been
4 some assistance in the way of utility assistance from
5 an organization, but that looks like it will be
6 coming -- apparently coming -- showing up in other
7 statements. I don't know exactly when they do this,
8 but they do supposedly credit you for these
9 contributions that are made to them from the utility
10 assistance organizations.

11 So I understand right now, it's showing on here
12 the usage as I told them was \$94.26 after taxation.
13 That's including the taxation. Without the taxation,
14 it's \$72.28.

15 So what I'm usually going by is two numbers.
16 Ameren UE has two numbers in their billing. I noticed
17 that. One is a customer charge, and one is the energy
18 charge. Customer charge stays the same every month for
19 \$9.04. Ameren has not explained why it's there, but
20 that's what they charge in addition. Energy charge is
21 what you actually use.

22 This is all I can really state on this exhibit.
23 This is just, basically, showing that the actual usage
24 of this apartment was \$72.76. So this is all I can
25 really state on this exhibit, and just, basically, it's

1 going to show a pattern of billing. If it does nothing
2 else, that's what it's going to show, and this actually
3 shows what they have deemed the proper amount to bill.
4 No budget billing is in here, but credits are in here.

5 JUDGE CLARK: Okay. Thank you. Go ahead.

6 MR. SCOTT: My next exhibit --

7 JUDGE CLARK: And this is also a utility bill?

8 MR. SCOTT: Yes, it is.

9 JUDGE CLARK: And what's the date of this
10 utility bill?

11 MR. SCOTT: Date of 8/10/2018.

12 JUDGE CLARK: If you'll show it to the other
13 parties so they'll have a opportunity to object.

14 MS. KLAUS: No objection.

15 JUDGE CLARK: Would you like to submit it on
16 to the hearing record?

17 MR. SCOTT: Yes, I would.

18 JUDGE CLARK: Ameren's continuing objection as
19 to this exhibit is overruled, and the Complainant's
20 Exhibit 8 is admitted on to the hearing record.

21 (Thereupon, Complainant's Exhibit 8C was
22 marked for identification.)

23 JUDGE CLARK: What would you like to tell me
24 about Exhibit 8?

25 MR. SCOTT: Exhibit No. 8, the only thing I

1 can say is it's pretty similar to Exhibit No. 7. The
2 only credit they show here is a federal tax rate
3 reduction of negative \$1.01. They did put on here the
4 usage amount and taxation. They don't have budget
5 billing on here, but they don't have any other credits
6 on this bill as well. So apparently, they feel that
7 this is what the actual bill is, and I'll notice that
8 the amount due is continuing to increase. In this
9 particular case, it went up to \$718.80 even though the
10 apartment is not using anywhere close to that.

11 And that's about all I can state on this bill,
12 just that it's fluctuating. This particular one does
13 not show budget billing, but it does show a billing
14 amount -- two amounts: 74.40 and \$9.04. One is the
15 electric customer charge and one is the energy charge
16 itself, and then you have the taxation. That's about
17 all that I can state on that particular bill.

18 One other thing about that is that \$74 in usage is
19 not \$100 as budget billing normally bills. So this
20 will show you that the apartment is not using \$100
21 worth of electricity. So That's all I can say about
22 this particular bill.

23 JUDGE CLARK: Okay. Go on.

24 MR. SCOTT: In my next exhibit, dated
25 9/11/2018 --

1 JUDGE CLARK: That's also a utility bill?

2 MR. SCOTT: Yes, it is.

3 JUDGE CLARK: Okay. We'll show that to the
4 other parties.

5 MS. KLAUS: No objection.

6 JUDGE CLARK: Are you offering that for
7 admission on to the hearing record?

8 MR. SCOTT: Yes, I am.

9 JUDGE CLARK: Ameren's continuing objection as
10 to this exhibit is overruled, and Complainant's Exhibit
11 9 is admitted onto the hearing record.

12 (Thereupon, Complainant's Exhibit 9C was
13 marked for identification.)

14 JUDGE CLARK: What would you like to tell me
15 about this?

16 MR. SCOTT: In this particular billing, Your
17 Honor, they go right back to the budget billing. In
18 this particular case, what they've done is they've added
19 three numbers together. They've added current charges
20 of \$79.17. They made a budget bill adjustment of plus
21 \$20.83, which means they added \$20.83 to the bill, and
22 then they added another \$100 onto this bill. So that
23 means that the electric energy charge itself, is what
24 the usage is of the apartment, is only \$67. It looks
25 like this particular bill has added an additional \$120

1 onto that amount without explanation, and again, Ameren
2 being told that budget billing should have been
3 discontinued a long time ago.

4 However, I did notice in here, they have two
5 credits. It looks like one is a payment for \$66 and
6 one is an energy grant, which is from the energy
7 assistance programs of \$300. So what happened there in
8 this particular bill was there's \$300.66 that was
9 credited to the bill, but at the same time, they added
10 100 -- it looks like 179 -- I'm sorry -- \$120.83 to the
11 bill. So that grant did not help a whole lot. It did
12 help some, but it did not help a whole lot. But again
13 it goes right back to budget billing being included in
14 this bill increasing the balance due.

15 So what -- so the amount due came down to \$484
16 only because of the grant, but it should have come down
17 by more than that because the budget billing should not
18 have been there. The budget billing adjustment and the
19 budget bill amount, those two numbers should not have
20 been in there, and again, the apartment is -- it only
21 used \$67.46 in the amount of electricity used, but they
22 have two credits. They have the payment and the energy
23 grant. That didn't do the bill a whole lot of good
24 because of that budget billing continuously being added
25 to it. So it looks like the balance is not dropping

1 that far.

2 JUDGE CLARK: Okay. And again, that plus is
3 handwritten?

4 MR. SCOTT: It's handwritten. It indicates a
5 positive number that's added to the bill.

6 JUDGE CLARK: Okay. Go on.

7 MR. SCOTT: In my next exhibit dated 10/10 of
8 2018 --

9 JUDGE CLARK: And that's also a utility bill?

10 MR. SCOTT: Yes, it is.

11 JUDGE CLARK: If you'll show that to the other
12 parties.

13 MS. KLAUS: No objection.

14 JUDGE CLARK: Ameren's continuing objection as
15 to this exhibit and overruled.

16 Mr. Scott, are you admitting to move it on to the
17 hearing record?

18 MR. SCOTT: I am.

19 JUDGE CLARK: It is admitted on the hearing
20 record as Complainant's Exhibit No. 10.

21 (Thereupon, Complainant's Exhibit 10C was
22 marked for identification.)

23 JUDGE CLARK: And what would you like to tell
24 me about Exhibit 10?

25 MR. SCOTT: Exhibit 10 goes right back to the

1 budget billing practices. In this particular case, they
2 now put budget billing -- enforced the budget billing
3 program again. The usage of this electricity is only
4 \$36.70, and I've already covered the electric customer
5 charge of \$9.05 that's constant. So the total bill came
6 out to \$47.46 with taxation. They then added a budget
7 bill adjustment, which means they increased it by
8 \$54.24, and then a budget bill amount of an additional
9 \$100. So what they've done is they've increased this
10 bill and added \$153.24 to this bill.

11 And I noticed in here, they did receive an energy
12 grant amount of \$155, but the amount that they
13 increased this bill by, with budget billing adjustment,
14 it almost wiped out the entire grant amount. So it
15 looks like what has happened here, and I can't be
16 certain, and I'm not going to make an allegation that
17 this is deliberate, but it looks like when this grant
18 comes in, that's when budget bill kicks in to wipe out
19 the grant. Now, in this particular bill, it certainly
20 looks like that because the only thing that's use in
21 this apartment is \$36.70, and I'd like to know how in
22 the world did I have an additional \$153 added onto it
23 when I'm only using \$36.70 in this apartment.

24 And then they get an energy grant, which is a
25 payment of \$155, and then it does not make the balance

1 go down by whole lot, but it starts to look like -- it
2 starts to look like, and I'm not going to confirm that
3 it is -- it starts to look like fraud is occurring
4 because of this budget bill kicking in when the energy
5 grant kicks in to make the bill stay the same and the
6 balance increase.

7 It's one of the reasons they start sending out
8 disconnection notices and they don't bother telling the
9 Public Service Commission about everything they're
10 doing in this bill. So the only way I can tell you all
11 this is by what they sent me. And this is starting to
12 look like a pattern of theirs because budget billing
13 kicks in in certain places, and certain places, it does
14 not. Again, it is not constant. When it shuts off, it
15 should have been cut off completely and not reappear in
16 another bill.

17 These are not amounts that I am asking Ameren to
18 add on to the bill. I do not call Ameren every month
19 and say, "Okay, do budget billing this month, and next
20 month, would you please not do it." So this is a
21 behavior that Ameren is doing on its own is.

22 JUDGE CLARK: Where's the energy assistance
23 grant? Would you show me that?

24 (Witness Indicated.)

25 Thank you. Thank you. Go ahead.

1 MR. SCOTT: In my next exhibit dated
2 12/11/2016 -- or rather -- I'm sorry, 2018 --

3 JUDGE CLARK: And that's also a utility bill?

4 MR. SCOTT: Yes, it is.

5 JUDGE CLARK: And would you present that to
6 the other parties.

7 MS. KLAUS: No objection.

8 JUDGE CLARK: Any additional objection?

9 MS. GIBONEY: No.

10 JUDGE CLARK: And, Mr. Scott, are you offering
11 that for admission on to the hearing record?

12 MR. SCOTT: I am.

13 JUDGE CLARK: Ameren's continuing objection as
14 to this exhibit is overruled, and it is admitted onto
15 the hearing record as Complainant's Exhibit 11.

16 (Thereupon, Complainant's Exhibit 11C was
17 marked for identification.)

18 JUDGE CLARK: What do you want to tell me
19 about Exhibit 11?

20 MR. SCOTT: On Exhibit 11, Your Honor -- on
21 Exhibit 11, I noticed budget billing has disappeared
22 again, so now we have an actual calculation of what's
23 being used in the apartment. The electric energy charge
24 is the only thing I'm going to bring up because
25 everything else is supposed to be constant in the

1 monthly billing, and it shows that it's only \$34.51 of
2 electricity being used.

3 Now, in this particular -- this particular one
4 they're -- for some reason, they're showing that
5 previous statement of \$236.55 increased to \$281 simply
6 because of the usage inside the apartment of only
7 \$34.51. This particular amount due has the previous
8 budget billing amounts in it. So this is not a true
9 amount due simply because of budget billing that has
10 been contested every time it comes up in the billings.
11 Again, a pattern of Ameren UE's billing of where budget
12 billing is in one bill and it's not in another, so they
13 have a very consistent pattern of inconsistency.

14 So the only thing I can say about this bill is it
15 looks as though the usage is correct because of the
16 amount that it is, whether it's estimated or whether it
17 isn't, it's just not out of line. The usage amount is
18 not out of line, but I noticed budget billing is
19 missing. So budget billing, in their particular case,
20 has not been constant. It's been back and forth with
21 their billing, so I can't exactly explain that. Only
22 thing I can tell you is that the amount due has gone up
23 to \$281 even though a payment to them was made.
24 That's -- you know, that's going to show in my next
25 exhibit -- that should show in my next exhibit.

1 And this is, again, a pattern of their billing.
2 So I'm going to just make it clear that there is no --
3 I'm not alleging that there is any budget billing in
4 here, I'm simply saying it shows that the true usage of
5 what's a consistent use of this apartment unit versus
6 what they are billing for.

7 JUDGE CLARK: Okay.

8 MR. SCOTT: In my final exhibit, Your Honor,
9 dated -- looks like January 4, 2018, it's showing on
10 here that there is an energy charge of \$13.57 only
11 because the unit was an all-electric unit. There was no
12 gas involved in that unit, and then they have the
13 current charge --

14 JUDGE CLARK: What's the date on that? I'm
15 sorry.

16 MS. KLAUS: The date is 1/04/2018.

17 JUDGE CLARK: And you're telling me that's at
18 the same address or a different address?

19 MS. KLAUS: No, that's the different address.
20 This is at 4110 Geraldine Avenue.

21 JUDGE CLARK: Is that before you moved to the
22 3725?

23 MR. SCOTT: It is.

24 JUDGE CLARK: Okay. And would you present
25 that to the other parties so they have a opportunity to

1 look at it.

2 MS. KLAUS: No objection.

3 JUDGE CLARK: And are you offering that for
4 admission onto the hearing record?

5 MR. SCOTT: I am.

6 JUDGE CLARK: Ameren's continuing objection as
7 to this exhibit will be overruled and admitted onto the
8 record as Complainant's Exhibit 12.

9 (Thereupon, Complainant's Exhibit 12C was
10 marked for identification.)

11 JUDGE CLARK: What do you want to tell me
12 about Exhibit 12?

13 MR. SCOTT: In Exhibit 12, I noticed that they
14 did make a budget bill adjustment of \$64.61 subtracted
15 from the bill, but at the same time, they added \$100
16 onto the billing of \$138, so it looks like what they've
17 done here is they've netted out somewhere in the
18 neighborhood of \$34.30 -- I'm going to say \$35.19 that
19 was actually added onto the bill simply because of their
20 budget bill amount and the adjustment that they made in
21 the budget bill.

22 The budget billing, again, the billing can be
23 confusing, but this is why you read them more than
24 once. It shows on here that there is a payment of \$138
25 that was made to them, but it does not show an actual

1 balance due. It just shows an amount due was based
2 on -- this amount here is based on budget billing.
3 What budget billing actually did was they added \$38 and
4 \$100 to that \$38 usage, and that's why you see the
5 amount due of \$138.

6 Again, this is confusing, so I'm kind of confused
7 as to why these numbers fluctuate the way they do, but
8 they're showing that the budget bill was added on to
9 the bill. The main point in this is that the budget
10 billing was added onto this bill, and there was --
11 budget billing should not be in this particular case
12 because this billing simply does not require it.

13 So this just a pattern. This is, again, an
14 indication of a pattern of budget billing of when
15 they're putting it in versus when they're not.

16 JUDGE CLARK: Let me see that. Is this the
17 last utility bill received at the old address before you
18 moved?

19 MR. SCOTT: Yes, sir.

20 JUDGE CLARK: Okay. Thank you. Okay. Go on,
21 Mr. Scott.

22 MR. SCOTT: Now, after moving, for some
23 reason, Ameren tells you that you have a transfer
24 amount. I don't know why they make such a big deal
25 about that, but I'm still trying to figure out exactly

1 what is the point of the transfer amount. Why they
2 bring that up, I don't know, but they do, and they put
3 certain stipulations on that transfer -- transferring
4 that amount. I don't really know if they're charging
5 you anything extra for it. They have not explained it.
6 The people on the phone -- customer service has not
7 explained that, but that's what they will tell you is
8 that transfer amount has been moved when you change
9 residence.

10 In my final exhibit, what I have here is a
11 calculation of the entire year; what was actually used
12 on the account and what was actually paid on to the
13 account. Payments do include the grants that came from
14 utility service -- utility assistance, which Ameren is
15 obligated to credit to your account when these utility
16 assistance agencies pay Ameren. They're obligated to
17 forward that payment and credit your account with it.

18 And these two numbers on the usage for the entire
19 year, even after July's calculation and all the other
20 months, came out to \$948.66. The total payments for
21 that same year, the very same year, came out to \$1,170.
22 And, by the way, the usage that I calculated is not the
23 budget billing usage. This is just actual usage, so
24 this is what the numbers should show. This is not with
25 budget billing. Again, I'm going to emphasize that.

1 It's not with budget billing. It's what I've actually
2 used based on their top number of what was used on
3 their account and the payments that I actually paid to
4 them which I added up that included the utility
5 assistance.

6 The budget billing was not credited. That was not
7 credited. It stands at a balance of \$752.40. This
8 amount is what Ameren UE refused to credit the account
9 for because they did not show any of these budget
10 billing credits in any of their billings. When I went
11 through all their budget billings, I added them up and
12 I noticed how all of them added up to this number.
13 This particular number referred -- is referred to the
14 number that was requested to be stopped before the
15 number was ever created.

16 So what they did -- what Ameren did in its billing
17 practice is added \$752 in budget billing for the entire
18 year, which they refuse to credit this account for.
19 That's why my numbers come out to be as large as they
20 do on overpayment and amount due to the customer. And
21 my numbers, as I went through the actual usage and I
22 credited the payments and then I came out with a
23 total -- cash subtotal of \$221.34 which is owed to me
24 because of what's been paid to Ameren versus what I've
25 actually used.

1 Then I have a budget billing that was not credited
2 in damages for \$752.40, which brings the total net
3 amount owed to the customer of \$973.74.

4 Ameren needs to explain why this has not been done
5 because I've gone through this entire bill, the entire
6 year, and I've calculated on my second page each and
7 every month of the budget billing amounts, whether they
8 were positive or negative, and I came out on my right
9 side a net amount of what that actual budget billing
10 was when it was over with.

11 The only time I saw a negative budget billing
12 amount was in the month of -- the billing for -- it
13 looks like they did an adjustment on 11/20 of 2018, and
14 they did another one on 11/04, and it looks like these
15 are just 16 days apart. They did an adjustment of
16 \$474.07 and a budget billing of negative 37.53, which
17 brought me out to a negative amount of negative 110.80.
18 So that so that was subtracted from all of these other
19 numbers added up, and that came out to a budget bill
20 net total of \$152.60.

21 And on the last page of this exhibit, it shows
22 payments that were made to Ameren and how I arrived at
23 the number I did on the paper. It gives the dates all
24 the way down, and my last one -- January, simply the
25 date itself for January, just for the payment amount is

1 not, and that's only because I did not have -- I could
2 not locate the actual date of that payment. I do know
3 that they were paid \$38 as well, and they confirmed it.
4 And that's what you saw on that last bill for \$245 or
5 something like that. But that's why they had already
6 credited that payment.

7 So my total payments came out to be \$1,169 versus
8 my usage of the \$948.66 cents. I'm trying to get
9 Ameren to explain to me why they're having so much
10 trouble crediting this entire account based on their
11 actual numbers and based on their records.

12 JUDGE CLARK: Are you wanting to admit that on
13 the hearing record?

14 MR. SCOTT: I do.

15 JUDGE CLARK: Will you show that to the other
16 parties. This exhibit contains calculations you did
17 from bills you received?

18 MR. SCOTT: Yes, sir.

19 MS. GIBONEY: No objection, Judge. Judge,
20 Mrs. Krcmar pointed out one thing that all of these
21 exhibits should have probably been marked confidential.

22 COURT REPORTER: I'm sorry. I can't hear you.

23 MS. GIBONEY: These exhibits should probably
24 be marked confidential under the Commission's
25 confidentiality rules, and we wouldn't expect Mr. Scott

1 to know that.

2 JUDGE CLARK: I agree. All of Mr. Scott's
3 exhibits will be marked as confidential, and so each
4 number will be reflective afterwards of a C, so
5 exhibits -- Mr. Scott's Exhibit 1 will be Exhibit 1C,
6 2C, 3C, et cetera. Thank you.

7 MS. KLAUS: No objection.

8 JUDGE CLARK: Okay. I'm going to record that
9 as Mr. Scott's Calculations.

10 MR. SCOTT: Yes, sir.

11 JUDGE CLARK: And that is Complainant's
12 Exhibit 13 that is admitted onto the hearing record with
13 no objections as Confidential Exhibit 13C.

14 (Thereupon, Complainant's Exhibit 13C was
15 marked for identification.)

16 JUDGE CLARK: Do you have any other testimony
17 you'd like to offer today, Mr. Scott?

18 MR. SCOTT: Yes, the last testimony I wanted
19 to offer, Your Honor, is the motion for discovery and
20 three requests that were submitted to the Public Service
21 Commission. The first motion was for the Respondent to
22 provide any and all information pertaining to the
23 disputed billing amount of \$198 which was added to the
24 account number for total service provided to 3735
25 Geraldine; and this motion includes any and all meter

1 readings pertaining to this amount.

2 JUDGE CLARK: May I see what you're talking
3 about?

4 MS. KLAUS: That is the motion I submitted to
5 the Public Service Commission for them to bring --

6 JUDGE CLARK: Who was that sent to?

7 MR. SCOTT: That was sent to the Public
8 Service Commission because I sent an e-mail to them.

9 JUDGE CLARK: What date was that, sir?

10 MR. SCOTT: That's a good question. I would
11 have to go into the e-mail itself and pull that data. I
12 can provide that to you if you need an actual date of
13 it, but I did submit to them a motion for discovery.

14 JUDGE CLARK: Who did you e-mail it to?

15 MR. SCOTT: E-mailed it to the Public Service
16 Commission. Whoever was assigned to the account to
17 investigate, that's who it went to. So Ameren did send
18 a response back.

19 MS. KLAUS: Judge, if I may, I thought that
20 was part of the supplemental complaint. It was attached
21 to the end of it.

22 JUDGE CLARK: Okay. All right. And that was
23 filed on January 7th?

24 MR. SCOTT: Yes, sir.

25 JUDGE CLARK: Okay. Is that all you wanted to

1 say about that?

2 MR. SCOTT: No, sir, it's not. Three motions
3 were introduced to them. First of all, \$198 added to
4 the account, I'm trying to find out exactly what that
5 was. And what I would rather do, Your Honor, is have
6 you -- have the motion for discovery -- all motions to
7 be addressed by Ameren rather than them telling the
8 Public Service Commission that it's too cumbersome. An
9 organization that has a large a staff as Ameren has to
10 bill every month, it should be easily able to locate the
11 detail of its billing and not tell the opposing side
12 that this is too much of a burden on them to provide
13 proof of their billing.

14 JUDGE CLARK: When did you receive a response
15 to that?

16 MR. SCOTT: I believe I received a response to
17 that about a week -- I'm going to say about a week ago,
18 which came from Ameren by way of e-mail. I don't
19 receive these in the mail. I receive everything that
20 comes through e-mail so I can print them out, and I
21 would be more than happy to give the Public Service
22 Commission a copy of that response. Ameren knows full
23 well what it objected, but if you want to me provide --

24 JUDGE CLARK: I'm just wondering about dates
25 here, because if this part of your supplemental

1 complaint -- the supplemental complaint was submitted on
2 the 7th, and I believe that they have 30 days to respond
3 to a discovery request, or ten days to indicate if they
4 are able to to. This was filed on the 7th. The 17th
5 was yesterday. That would be unduly burdensome on any
6 party to produce material evidence the day before the
7 hearing.

8 MR. SCOTT: This wasn't the day before the
9 hearing --

10 JUDGE CLARK: That's what I'm trying to sort
11 out. Why don't you tell me the dates you sent it to
12 Ameren.

13 MR. SCOTT: When I sent the motion to Ameren,
14 it goes back approximately --

15 JUDGE CLARK: Did you send them a data request
16 in the way that the rules prescribe you to send a data
17 request for plaintiffs?

18 MR. SCOTT: Could you be specific?

19 JUDGE CLARK: The Code of State Regulation
20 designates the form or the way a discovery request may
21 be made of the other party using data requests.

22 MR. SCOTT: Okay. The only thing I submitted
23 was a data request -- is what I did. I did submit a
24 motion for discovery based on the way the petition is
25 drafted by the Commission, and I responded the way you

1 would normally do in a court proceeding on a
2 respondent's response to the discovery. In this
3 particular case, I am the plaintiff itself, so that
4 would be the plaintiff's response to discovery and I did
5 submit that in a format of a court petition.

6 JUDGE CLARK: So you followed what you
7 believed to be court proceedings following discovery?

8 MS. KLAUS: It was formatted in a court
9 proceeding, but it was not to go to the court. It's to
10 go strictly to the Public Service Commission on this
11 complaint.

12 JUDGE CLARK: Is there anything else you
13 wanted to testify to about today?

14 MR. SCOTT: The only thing other than that is
15 just their refusal to comply with the motion of
16 discovery on either one of the three counts that I
17 requested in discovery, and the only thing I'm going to
18 be asking them for information of the summary, and
19 they're fighting that. Other than that, that's about
20 all I can offer you on this particular problem.

21 JUDGE CLARK: Are you wanting to submit that
22 as an exhibit to the Commission?

23 MR. SCOTT: Yes, sir. I don't have a pen with
24 me. Do I need to sign this or --

25 JUDGE CLARK: What?

1 MR. SCOTT: Do I need to sign it?

2 JUDGE CLARK: Well, what is it, exactly? Is
3 that a copy of what you sent to Ameren and to --

4 MR. SCOTT: No, this is copy of what I sent to
5 the Public Service Commission. Public Service
6 Commission forwarded that to Ameren.

7 JUDGE CLARK: To whom at the Public Service
8 Commission did to you send that to?

9 MR. SCOTT: That's a good question. I'm
10 trying to figure out who the account is assigned to.
11 Does anybody know who the account is assigned to in the
12 Public Service Commission? I'm getting these in my
13 e-mail. It's not coming through the regular mail.

14 MS. KLAUS: It's my understanding that was
15 part of the supplemental complaint. I think it went to
16 the data sent and EFIS.

17 JUDGE CLARK: So this is all part of ...

18 MS. KLAUS: That is the first time I had seen
19 it, and that's my understanding that the company did
20 respond -- object to, and subject to that objection,
21 respond to.

22 MS. GIBONEY: If I may --

23 JUDGE CLARK: That's it?

24 MR. SCOTT: Yes, sir.

25 JUDGE CLARK: That's what I need to know. All

1 right. Then I'm not going to admit that on because it's
2 already part of the record.

3 MS. GIBONEY: Judge, may I? I understand it's
4 Mr. Scott's time to testify, but I believe this is
5 really in the nature of a discovery dispute and I would
6 like to, sort of, conclude the record on our objections
7 and what Ameren Missouri did do. Is that appropriate?

8 JUDGE CLARK: I'd let Mr. Scott finish and
9 then I'll give you a moment to do that, or you can do
10 that before you start your cross.

11 MS. GIBONEY: Thank you, Judge.

12 JUDGE CLARK: Mr. Scott, what other testimony
13 would you like to offer today?

14 MR. SCOTT: The only other testimony I would
15 like to offer is that the inconsistency of Ameren's
16 billing, their budget billing and their refusal to
17 credit budget billing as requested by a customer. So
18 they have not offered any explanation for that as to
19 why they don't credit budget billing or remove it, but I
20 noticed the inconsistency of the billing as far as the
21 budget billing is concerned, and I showed you each and
22 every case where budget billing is not in every billing.
23 It just popped up in certain months, so it's very
24 inconsistent. Ameren has not offered an explanation for
25 that, and they have, I assume, not offered an

1 explanation for not crediting or removing budget billing
2 completely from that.

3 I requested to Ameren's customer service on
4 several occasions, "I noticed I don't use that much
5 electricity, please remove budget billing from this
6 account." They have not done that yet, and they have
7 not offered me any written explanation as to why.

8 JUDGE CLARK: Okay. Does that conclude your
9 testimony?

10 MR. SCOTT: It does.

11 JUDGE CLARK: Thank you, Mr. Scott.

12 Any cross-examination from Ameren, if you want to
13 deal with the discovery.

14 MS. GIBONEY: Yes, but before that, Judge, I
15 would note that when Ameren Missouri received via EFIS
16 what Mr. Scott is calling the supplemental complaint, we
17 noticed that attached to it was a motion for discovery,
18 so it looked to us like a data request for information.
19 Ameren Missouri did not, as Mr. Scott demanded in those
20 requests, provide information to the Commission because
21 that would be inappropriate, but we did respond
22 properly, and I can provide you a copy of their response
23 if you would like to rule on his discovery, our
24 objections; but basically, our first objection was that,
25 in your procedural order, you had ordered that all

1 discovery in this matter be complete by November ...

2 MS. KLAUS: December 17th, I believe.

3 MS. GIBONEY: I'm sorry. Yeah, December
4 17th -- so December 17th as the last day for any party
5 to request discovery. So Ameren Missouri's first
6 objection was that the discovery was untimely, and just
7 as you point out, a few days prior to the evidentiary
8 hearing.

9 But Ameren Missouri also objected, and Mr. Scott
10 slightly mischaracterizes this objection, but we did
11 object to a request that was worded as, "Any and all
12 information," as being overly broad and unduly
13 burdensome. It just wasn't very specific, but it did
14 relate to a billed amount.

15 As to Discovery Request No. 2, that was a request
16 for meter readings for a certain period. We objected
17 to that as irrelevant to what we thought the issues in
18 the case which was to whether Ameren Missouri
19 overcharged him in March, April or May of 2018. And
20 then we objected to his Discovery Request No. 3, and
21 that was the one where he demanded that Ameren Missouri
22 provide a copy of documents to the Commission.

23 Now, subject to those objections, Ameren Missouri
24 did go ahead and produce a number of documents, and I
25 believe those are probably the documents that Mr. Scott

1 has used today. We provided the billings for -- the
2 billing statements or energy statements, the dates he
3 requested, for his account for service to 3725
4 Geraldine. And in response to his request for meter
5 readings, we advised Mr. Scott that the meter readings
6 are shown on those bills. So we did object and we did
7 provide responses subject to those objections.

8 JUDGE CLARK: Okay. I'll take that under -- I
9 will take the discovery dispute and I will rule on it
10 later.

11 Did you want to submit your response as an
12 exhibit?

13 MS. GIBONEY: Yes, Judge.

14 JUDGE CLARK: I'd prefer not to have all the
15 data portions with it, because I believe that that would
16 be kind of, just -- if you have just -- if you want to
17 include just --

18 MS. GIBONEY: I will just provide the letter.
19 I believe that will be sufficient, and I apologize I did
20 not have copies.

21 JUDGE CLARK: Mr. Scott, do you have any
22 objections to Ameren offering that as an exhibit?

23 MR. SCOTT: In place of the meter readings,
24 yes, I do.

25 JUDGE CLARK: No, not in place of the meter

1 readings. They're offering it as an exhibit in response
2 to your discovery request.

3 MR. SCOTT: Yes, I do have an objection.

4 JUDGE CLARK: Then what's your objection?

5 MR. SCOTT: The objection is that Ameren is
6 well staffed enough to be able to go to any microfilm
7 document, which these companies normally do, type in a
8 four- to five-digit number on the document and it pulls
9 it up right in front of them.

10 JUDGE CLARK: What you're voicing to me now is
11 your objection to their providing the discovery which
12 is, basically, the discovery dispute in itself. What
13 I'm asking you is, do you have any objection to them
14 providing that document as it's showing that they
15 provided a response to your request whether or not you
16 agree with response.

17 MR. SCOTT: No, I don't have an objection to
18 them showing that as a response, no.

19 JUDGE CLARK: Okay. Do you want to assign it
20 a number?

21 MS. GIBONEY: Yes, Ameren Missouri, Exhibit
22 116C. We'd better mark that confidential.

23 JUDGE CLARK: I'll call that Ameren's
24 discovery response. Offered. You had no objection; is
25 that correct?

1 MS. KLAUS: As far as it being a response to
2 my request, no, I don't have an objection to my
3 response.

4 JUDGE CLARK: Yes, and I understand you do
5 object to the content provided as not sufficient to what
6 you asked for.

7 MR. SCOTT: Yes.

8 JUDGE CLARK: Okay. Ameren's Missouri Exhibit
9 116C is admitted onto the hearing record, and so if
10 you'll give that -- if you can hand that to the court
11 reporter.

12 And I'm assuming there's no objection from Staff.

13 MS. KLAUS: No objection.

14 JUDGE CLARK: That's, maybe, not an assumption
15 I should make.

16 All right. Cross-examination by Ameren.

17 CROSS-EXAMINATION

18 QUESTIONS BY MS. GIBONEY:

19 Q. Mr. Scott, you would admit that on a few
20 occasions, you've applied for public assistance energy
21 grants to pay part of your account balance; is that
22 correct?

23 A. Yes, that's correct.

24 Q. And you understand that as a condition of
25 receiving those grants, you're required to be set up for

1 budget billing. Do you understand that?

2 A. No, I do not.

3 Q. And on occasion you have entered --

4 JUDGE CLARK: Wait. Say that answer again.

5 MR. SCOTT: I do not. I do not understand why
6 that is the case.

7 JUDGE CLARK: Okay. Go on.

8 MR. SCOTT: She's saying that.

9 Q. (BY MS. GIBONEY) And you have, on at least
10 one occasion, maybe two, you have entered into what's
11 called a cold weather rule payment agreement with
12 Ameren, Missouri; is that correct?

13 A. The cold weather payment -- if you're saying
14 -- okay. Maybe I'm confused as to whether or not you're
15 referring to to budget billing or you're referring to
16 the payment agreement itself, because the payment
17 agreement is only \$38.

18 Q. I'm referring, in general, to the cold weather
19 rule payment agreement that Ameren Missouri has entered
20 into with you during the month -- during the period of
21 November 1 through March 31. And you would agree that
22 you've entered into cold weather rule payment agreement
23 to pay an outstanding balance in monthly installments
24 over time? I'm and I'm not talking about budget
25 billing.

1 A. Okay. Then if you're not talking about budget
2 billing, I don't know how I would have entered into two
3 agreements with you.

4 Q. Mr. Scott, I'm just asking you if you would
5 admit that you have entered into cold weather rule
6 payment agreements to pay a large outstanding balance in
7 12 monthly installments over time?

8 A. Absolutely not, here's why --

9 Q. You've answered my question. And I think I
10 know the answer, but I'm going to ask this question
11 anyway: You understand that when you enter into a cold
12 weather rule payment agreement with Ameren Missouri that
13 a condition of entering into that agreement is that
14 you're placed on budget billing; is that correct?

15 A. No. No one from your company clarified and
16 told me that. I have never been sent any notification
17 of why that would even happen.

18 MS. GIBONEY: No further questions.

19 JUDGE CLARK: Any questions from the
20 Commission Staff?

21 MS. KLAUS: No questions.

22 JUDGE CLARK: Okay. I've got a few questions
23 for you, Mr. Scott, myself.

24 EXAMINATION BY REGULATORY LAW JUDGE
25 BY JUDGE CLARK:

1 Q. When did you move from your address at 410 --
2 4110 Geraldine Avenue to 3725 Geraldine Avenue?

3 A. This happened in approximately March -- I
4 believe March the 1st. Between March 1 and March 15.

5 Q. Of 2018?

6 A. 2018.

7 Q. So March of '18?

8 A. Correct.

9 Q. And both of these apartment buildings?

10 A. Yes, sir.

11 Q. Is there a reason -- I noticed on your
12 exhibits that you included bills for every month except
13 February of 2018. Is there a reason you did not
14 include --

15 A. Because February of '18 -- if I could find
16 that bill --

17 Q. You would've entered it as an exhibit?

18 A. I would have entered it.

19 Q. You just didn't have it?

20 A. I didn't have the bill itself, and it should
21 have been in that stack that they sent me. I don't know
22 what's the situation whether they didn't send the bill,
23 but I'm not saying that they didn't. It's just that it
24 was not at my disposal.

25 Q. And you have received energy assistance grants

1 in the past; is that correct?

2 A. This is the only time I have, sir.

3 Q. Did you ever request budget billing?

4 A. I only requested budget billing back in the
5 year of 2017 to reduce a very large amount to ignite the
6 service when I went into -- I moved into apartment 4110
7 Geraldine. That's when I -- because you told me, "Okay,
8 here are the terms for it. In order to get you
9 established in and your service on, we're going to
10 require a certain down payment and we're going to put
11 you on budget billing." Whether that's -- whether that
12 is budget billing -- I'm very confused, too, whether
13 it's under the cold weather rule billing or budget
14 billing.

15 In either case, Ameren did not clarify to me as to
16 why I would need both, so I did implement -- to answer
17 your question, I did implement one of those two, and
18 more than likely, it was budget billing because they
19 told me it was -- your bill would stay constant. What
20 they did not tell me in the budget billing is the
21 amount that they're going to be adding on. They didn't
22 clarify what was going to be added on that bill in
23 dollar amounts and, in those cases, there was more than
24 one dollar amount added. They certainly didn't tell me
25 that.

1 If you want to call it a miscommunication, you
2 can. It's more of a lack of clarity on their part
3 because they didn't explain any of that.

4 Q. If you did request budget billing, it was back
5 in 2017?

6 A. Right.

7 Q. Have you ever requested to avail yourself or
8 take advantage of the cold weather rule?

9 A. To take advantage of the cold weather rule?

10 Q. Cold weather billing.

11 A. Cold weather billing, that is another thing
12 that has not been clarified.

13 Q. But you don't deny that you received that?

14 A. Cold weather billing, no. I would not have
15 requested both. I would not have requested both.

16 Q. When did you ask that budget billing be
17 discontinued?

18 A. I requested budget billing to be discontinued
19 somewhere in the neighborhood of -- I believe it was
20 February or March of 2018. I noticed they continued to
21 do it because I wanted to know why the bill was going up
22 instead of down. So that's one of the reasons I'm
23 asking them to terminate budget billing.

24 Q. And how did you request that?

25 A. Over the phone.

1 Q. And you had indicated, at least when I heard
2 you testify, that you requested on multiple occasions?

3 A. On multiple occasions with customer service
4 over the phone.

5 Q. So those were always by phone?

6 A. Yes, sir.

7 Q. When you moved from your address at 4110
8 Geraldine Avenue to 3725 Geraldine Avenue, were you
9 carrying a past due balance at that time?

10 A. At that time, I was.

11 Q. And did you pay -- any of your utility bills
12 that you said you paid, did you incur any late fees for
13 paying late?

14 A. Oh, yes. You're going to incur late fees.
15 Yes, I did incur late fees.

16 Q. You incurred late fees because you paid late?

17 A. More than likely, that's the only reason they
18 would bill late fees because of that.

19 Q. And do pay your utility by check or --

20 A. It's usually paid through, like, a payment
21 station.

22 Q. All right. Now you had -- I know we're
23 talking about different amounts here, but I kind of want
24 to go back to your original amount that you requested of
25 \$198, basically, the amount you said was in dispute, and

1 I'm trying to understand just from the get go, at that
2 time, how you'd arrived at that amount? And when you
3 say \$38 not credited to an arrearage account, what do
4 you mean by that?

5 A. In other words, the arrearage account is
6 supposed to be a \$38 credit that is applied to it with
7 the usage itself of what you use in the apartment. That
8 is not budget billing. Okay? That means that you're
9 under a payment agreement, consistent payment amount, of
10 \$38 in addition to what you use to pay down your
11 arrearage amount that you have.

12 Now, the problem with this is that someone on the
13 other end is confusing that with budget billing, so
14 what they do is, they implement budget billing instead
15 of a payment agreement arrearage amount. This is why
16 you're seeing the bills you saw. Instead of them
17 implementing the payment agreement, what they did was
18 implemented budgeted billing. This is clear as day
19 what I can see.

20 JUDGE CLARK: Okay. I have no further
21 questions for you.

22 Does any party have any further questions for
23 Mr. Scott based upon the questions I've asked? Ameren?

24 MS. GIBONEY: No further questions, Judge.

25 JUDGE CLARK: Questions from Staff?

1 MS. KLAUS: No further questions, Judge.

2 JUDGE CLARK: And Mr. Scott, you can call your
3 next witness.

4 MR. SCOTT: I have no further witnesses,
5 Judge.

6 JUDGE CLARK: Does that conclude your case?

7 MR. SCOTT: Yes.

8 JUDGE CLARK: Is this a good time to take a
9 break? Why don't we take a break until 11:00 and we
10 will continue at 11:00. We will go off the record.

11 (Thereupon, a brief recess was taken.)

12 JUDGE CLARK: You may call your first witness.

13 MS. GIBONEY: Ameren Missouri calls Aubrey
14 Krcmar.

15 Please spell your name for the record.

16 THE WITNESS: Aubrey Krcmar, A-u-b-r-e-y,
17 K-r-c-m-a-r.

18 JUDGE CLARK: Would you raise your right hand
19 to be sworn.

20 (The witness was sworn.)

21 AUBREY KRCMAR,
22 of lawful age, being first duly sworn to tell the truth,
23 the whole truth, and nothing but the truth, testifies as
24 follows:

25 //

DIRECT EXAMINATION

QUESTIONS BY MS. GIBONEY:

Q. Aubrey, could you tell us by whom you're employed?

A. Ameren, Missouri.

Q. And what is your job title?

A. Regulatory liaison.

Q. What are your job duties, in general?

A. In this current role, my general responsibilities are working with our regulatory specialist on our formal complaints as well as serving as a company representative in resolving our formal complaints before the Commission.

Q. Now, how many years have you been in that position?

A. In this current position, I've been in half a year.

Q. What did you do before this position?

A. Before this position, I worked in our customer contact center and the last various roles included actually being a call tech when I first started with the company. My first four years in the call center, I was a customer service supervisor.

Q. Do you have general knowledge, based on your experience, about Ameren's Missouri's methods of

1 business?

2 A. Yes.

3 Q. Do you have technical and specialized
4 knowledge with respect to the company's billing practice
5 and customer service protocols?

6 A. Yes.

7 Q. Do you also have technical and specialized
8 knowledge about its recordkeeping with regard to those
9 subjects?

10 A. Yes.

11 Q. Do you believe your testimony will assist the
12 Commission in understanding the evidence in determining
13 the facts at issue in this complaint?

14 A. Yes.

15 Q. In preparing for your appearance today, have
16 you reviewed company documents and records?

17 A. Yes.

18 Q. And let me ask you, are you also appearing
19 today on behalf of the company as a corporate
20 representative?

21 A. Yes.

22 Q. So as a corporate representative, you've
23 reviewed documents and records to become informed about
24 the facts of this case?

25 A. That is correct.

1 Q. Can you tell us what types of documents and
2 records and just really briefly tell us what they each
3 are.

4 A. Okay. I reviewed Mr. Claude Scott's account
5 histories from services both at 4110 and 3725 Geraldine.
6 By doing so, I -- we have a customer service system,
7 CSS, is what we refer to it as. That includes account
8 contacts, which are any records that an advisor who has
9 spoken with or had any other types of communication with
10 the customer will report on the account. I reviewed
11 account activity statements. I reviewed his energy
12 statements, his monthly bill statements. We have a lot
13 of other information within CSS that I reviewed as well
14 including collection activity detail and disconnect
15 notice information, for example. But I reviewed
16 everything that had to do with his particular accounts
17 in question.

18 Q. All right. Did you also review -- let me ask
19 you this: Do calls coming in to the customer service
20 department, are those calls recorded?

21 A. Yes.

22 Q. And what's the purpose that they're recorded
23 for?

24 A. For quality purposes, mainly, but also in case
25 we ever have to go back to listen to a call to verify

1 what information has been provided to a customer, so...

2 Q. And you're able to access those recorded
3 calls?

4 A. Yes.

5 Q. Did you review the recorded calls that were
6 available for Mr. Scott's account for 4110 and 3725
7 Geraldine?

8 A. Yes, I did listen to those calls.

9 Q. Did you bring all the records that you've just
10 described for those two accounts? Did you bring those
11 with us today?

12 A. Yes, I believe we have those, yes.

13 Q. Now, from those records that you reviewed --
14 and you reviewed the complaint in this case?

15 A. Yes.

16 Q. All right. And from those records and in
17 review of the complaint, did you prepare a sort of
18 summary similar to what Mr. Scott did, kind of,
19 chronologically going through the account?

20 A. Yes, I did.

21 Q. All right. Mrs. Krcmar, I'm handing you
22 what's been marked Ameren Missouri 115C. Do you
23 recognize that?

24 A. I do.

25 Q. All right. What is it?

1 A. This is a compilation of all of the
2 information that I gathered while investigating
3 Mr. Scott's formal complaint.

4 Q. All right. Is this a chronological detail of
5 charges, payments, payment agreement details and budget
6 billing information?

7 A. Yes.

8 MS. GIBONEY: All right. Ameren Missouri
9 offers Exhibit 115C into evidence.

10 JUDGE CLARK: Mr. Scott, do you have any
11 objection to Ameren Missouri's Exhibit 115C?

12 MR. SCOTT: Do you mind if I get through, Your
13 Honor, I'm starting to see already ...

14 COURT REPORTER: I sorry. I didn't hear the
15 last sentence.

16 MR. SCOTT: I'm starting to see inaccuracies
17 with it, but that's an oral argument, but yes, I do
18 object to it.

19 JUDGE CLARK: Okay. What's your objection?

20 MR. SCOTT: What I'm objecting to is,
21 basically, the -- first of all, this balance of \$57 per
22 month, okay, in place of the remaining balance of \$1,027
23 agreed to the terms including the fact payments must be
24 made on time each month and the pending arrangement was
25 set up to establish upon receipt. No, we did not agree

1 to anything being paid on time each month. What we did
2 agree to -- because what they're going to try to do is
3 stipulate times and date to that --

4 JUDGE CLARK: Okay. Do you have a legal
5 objection to it? I understand you may disagree with the
6 information they provided as much as they may disagree
7 with some of the information you provided in your
8 summary. Do you have a legal objection to it?

9 MR. SCOTT: A legal objection itself, no.

10 JUDGE CLARK: Your only objection is that it
11 is inaccurate?

12 MR. SCOTT: Inaccurate.

13 JUDGE CLARK: I'm going to overrule that
14 objection. Ameren Exhibit 115C is admitted onto the
15 record.

16 Q. (BY MS. GIBONEY) Aubrey, I'd like to go
17 through --

18 JUDGE CLARK: If I may, please, Mr. Scott,
19 with regard to inaccuracies, within your examination
20 you're certainly entitled to ask about it.

21 Okay. Go ahead.

22 Q. (BY MS. GIBONEY) I'd like to go through
23 Exhibit 115C with you, but first, I'd like for you to
24 explain what budget billing is.

25 A. Budget billing is a levelized payment plan

1 that we offer customers that, in a nutshell, helps avoid
2 the peaks and valleys, up and downs that most customers
3 experience from month to month with variances in their
4 usage. Basically, we look at the average bill amount
5 for the past 12 months at a location, and that will be
6 their budget billing amount if the customer chooses to
7 set that up. In situations where there is -- where the
8 average usage is less than a hundred dollars, the
9 hundred dollars per month is the default minimum budget
10 billing amount that is established on an account. So
11 each month a customer is on budget billing, they are
12 billed the budget billing amount each month and, instead
13 of their actual usage, their actual usage is -- there's
14 a budget billing deferred balance that is ongoing, and
15 this that deferred balance. It could be either to the
16 positive or to the negative. It could be ahead or
17 behind depending on what their usage has been to date
18 that they've been on budget billing.

19 Q. All right. Does the company have a tariff
20 which -- by which the Commission has authorized its
21 budget billing program?

22 A. Yes.

23 Q. All right. I'm handing you what's been marked
24 Ameren Missouri Exhibit 114. Can you identify that
25 exhibit?

1 A. I can.

2 Q. What is it?

3 A. This is our company tariff budget billing plan
4 information that has been approved by the Commission.

5 Q. All right. Does Exhibit 114 bear a Missouri
6 PSC schedule number as well as an effective date?

7 A. Yes, it's Missouri PSC schedule number six
8 which was effective November 20th of 2015.

9 MS. GIBONEY: Judge, I move to admit Ameren
10 Missouri Exhibit 114.

11 JUDGE CLARK: Any objection to Ameren Exhibit
12 114, Mr. Scott?

13 MR. SCOTT: Yes, I do, Your Honor.

14 JUDGE CLARK: What's your objection?

15 MR. SCOTT: I never received a copy of this.
16 It's brand new information.

17 JUDGE CLARK: Okay. Any objections from
18 Staff?

19 MS. KLAUS: No objection.

20 JUDGE CLARK: This appears to be an accurate
21 copy of the company's tariff, publically available,
22 something that I can take notice of. I note your
23 objection and Exhibit 114 is admitted on the record.

24 Q. (BY MS. GIBONEY) All right. Aubrey, does
25 this tariff provide that the initial budget billing

1 amount will be \$100?

2 A. Yes, it does.

3 Q. So even if a customer's charges for usage at a
4 location when the budget billing starts, even if those
5 charges are \$20, their budget billing amount is
6 automatically going to start at \$100?

7 A. That's correct.

8 Q. And in the first year, is it going to continue
9 to be \$100?

10 A. Yes.

11 Q. Okay. And then after that first year, will
12 the budget billing reset itself based on the actual
13 usage pattern at that location for that customer?

14 A. Yes.

15 Q. All right. I want to go back and ask you
16 something that I asked Mr. Scott -- was stated. When a
17 customer enters into a cold weather rule payment
18 agreement, are they provided the option of participating
19 in budget billing?

20 A. Yes. As per Chapter 13, we are required to
21 offer budget billing as an option in conjunction with
22 the cold weather rule payment agreement.

23 Q. All right. Now, when a customer accepts a
24 public grant, for example, energy assistance towards
25 their bill, as a condition of accepting that money, are

1 they enrolled in budget billing?

2 A. Yes, they are.

3 Q. Okay. Who communicates that with the
4 customer?

5 A. The energy assistance agency that is working
6 with the customer. It is the company's understanding
7 that it is their obligation to notify the customer as
8 part of the pledge process.

9 Q. And we don't have call contacts or other
10 records that detail that communication, do we?

11 A. No, we do not.

12 JUDGE CLARK: Can you clarify that for me? I
13 guess I'm trying to understand how we're going from a
14 third party informing them that they're going to be
15 budget billed to them being required to be budget
16 billed. That's what I'm tripping up over right now.

17 WITNESS: So when a government pledge is
18 received on an account, the understanding is that budget
19 billing is automatically set up along with that. Now,
20 the customer does have the option to cancel budget
21 billing if they chose not to enroll in it, and the
22 energy assistance agency should be communicating this
23 with the customer since we oftentimes -- the company
24 oftentimes doesn't have any contact with a customer when
25 they're receiving a pledge. So the agency should be

1 notifying the customer, we're going to be giving you
2 this \$300 winter ESIP, or whatever the pledge. You're
3 going to be set up on up on public pledge budget
4 billing. If you would not like to be on budget billing,
5 you can absolutely contact the company and we will stop
6 budget billing at that time.

7 The company's understanding is that the agent --
8 this is part of the process that the customer has with
9 the energy assistance agency.

10 JUDGE CLARK: Okay.

11 Q. (BY MS. GIBONEY) When a customer requests to
12 be removed from budget billing, how does that process
13 work for the company?

14 A. So when a customer -- most likely it will
15 be -- if it's a telephone call from the customer to the
16 company and they request to stop budget billing, in 99
17 percent of the time -- well, all of the time, we will
18 enter -- put an order in to stop the budget billing and
19 that will take effect with the next months' billing
20 cycle. So if the customer is ahead or behind on the
21 budget billing at that time, the deferred budget billing
22 balance will be either applied or credited to the next
23 monthly bill.

24 Q. All right. So, for example, if the customer
25 has already received a bill dated January 1, and they

1 call on January 10, and the company is going to cancel
2 that budget billing effective with the next bill?

3 A. Correct.

4 Q. Not go back and adjust the bill they've
5 already received?

6 A. That's correct, right.

7 Q. Let's talk about Mr. Scott's account for
8 service at 4110 Geraldine.

9 A. Okay.

10 Q. So look at your Exhibit 115C. When Mr. Scott
11 initiated service there, was there significant unpaid
12 balance that he still had for an account at another
13 address?

14 A. Yes.

15 Q. All right. What does the company do when a
16 customer -- another residential address; correct?

17 A. Yes.

18 Q. All right. What does the company do when a
19 customer wants to come back and set up a new account but
20 has an outstanding balance?

21 A. In most cases, the balance that the customer
22 had approved that was from a previous address, will
23 transfer into any new active accounts that are
24 established.

25 Q. And you say, "In most cases," because the

1 company can also require the customer to pay that entire
2 balance?

3 A. At least a portion of it depending on if it's
4 during cold weather rule or not during cold weather
5 rule, but yes.

6 Q. And is there a Commission-approved tariff that
7 allows the company to transfer balances from a closed
8 account to a newly opened account?

9 A. Yes.

10 Q. Aubrey, I'm handing you Ameren Missouri
11 Exhibit 109. Can you identify that?

12 A. Yes.

13 Q. What is it?

14 A. This is our transfer of balances billing
15 practice that is in our general rules and regulations
16 tariff.

17 Q. All right. So this is the tariff you were
18 just referring to?

19 A. Yes.

20 MS. GIBONEY: I move to admit Ameren Missouri
21 Exhibit 109.

22 JUDGE CLARK: Any objections to the admission
23 of Ameren Missouri Exhibit 109, Mr. Scott?

24 MR. SCOTT: I'm going to object. This has not
25 been provided to me.

1 JUDGE CLARK: Okay. Same objection?

2 MR. SCOTT: Same objection.

3 JUDGE CLARK: This also appears to be an
4 accurate rendition of the company's tariff in regard to
5 this and something I can take official notice of.

6 Any objection from Staff?

7 MS. KLAUS: No objection.

8 JUDGE CLARK: Your objection is overruled,
9 Mr. Scott, and Exhibit 109 is admitted onto the hearing
10 record.

11 Q. (BY MS. GIBONEY) All right. Aubrey, is
12 paragraph F of Exhibit 109 the Transfer of Balance
13 Provision?

14 A. Yes.

15 Q. And what does that provide?

16 A. If you don't mind me reading it, "In the event
17 of disconnection or termination of service at a separate
18 customer metering point, premise, or location, company
19 may transfer any unpaid balance to any service account
20 of the customer having a comparable class of service."
21 (As read.)

22 Q. All right. So if we look back to Exhibit 115,
23 your compilation -- 115C, excuse me -- in the very first
24 paragraph, what is the unpaid balance to the prior
25 address that was transferred to Mr. Scott's account for

1 4110 Geraldine?

2 A. It was \$1,005.57.

3 Q. And let's talk about the first bill statement
4 with that address. Well, first let me ask you: Does
5 the company -- is it able to reproduce copies of bill
6 statements that have been sent to the customer?

7 A. Yes.

8 Q. All right. I'm handing you what's been marked
9 as Ameren Missouri Exhibit 102C. All right. Can you
10 identify that?

11 A. Yes I can.

12 Q. What is it?

13 A. These are the billing statements from
14 Mr. Scott's account for service at 4110 Geraldine.

15 Q. All right. And are these in chronological
16 order oldest to newest?

17 A. Yes.

18 Q. And forgive me, we numbered those on the
19 bottom with page numbers?

20 A. Yes.

21 MS. GIBONEY: I move to admit Ameren Missouri
22 Exhibit 102C into the record.

23 JUDGE CLARK: Mr. Scott, do you have any
24 objection to admitting Exhibit 102C into the hearing
25 record?

1 MR. SCOTT: I do not.

2 JUDGE CLARK: Objection from Staff?

3 MS. KLAUS: No objection.

4 JUDGE CLARK: Ameren Exhibit 102C is admitted
5 onto the hearing record.

6 Q. (BY MS. GIBONEY) All right. If we take a
7 look at page 1 of Exhibit 102C, what's the date of this
8 bill statement?

9 A. August 2, 2017.

10 Q. All right. What was the total amount due?

11 A. \$1,207.04.

12 Q. How much of that was that prior transfer of
13 balance?

14 A. \$1,005.57.

15 Q. Is there a notation on this bill that says
16 what bill that balance got transferred in from?

17 A. Yes.

18 Q. Are there also amounts for current service?

19 A. There are, yes.

20 Q. Is that just a few days worth of service?

21 A. That's eight days of service from 7/23 through
22 7/31/2017.

23 Q. And I may have asked you this, but when was
24 that \$1027.04 due?

25 A. August 23, 2017.

1 Q. Okay. So that's a pretty big bill. Did
2 Mr. Scott contact the company and ask to make
3 arrangements to pay that bill over time?

4 A. Yes, he did.

5 Q. All right. How was that accomplished? When
6 did he call?

7 A. He called on August 8th of 2017.

8 Q. And is this a call that's reflected in the
9 company's call contacts that you referred to before?

10 A. Yes, it is.

11 Q. All right. I'm handing you what's been marked
12 Ameren Missouri Exhibit 104C. Can you identify that?

13 A. Yes, I can.

14 Q. What is it?

15 A. These are the call contacts for service for
16 Mr. Scott at 4110 Geraldine.

17 Q. All right. Let me ask you, these call
18 contacts, are they generally in chronological order?

19 A. Generally speaking, they're from most recent
20 further back. So they're in chronological order
21 backwards.

22 Q. All right. So we look at the last page to see
23 the oldest contact?

24 A. Yes.

25 Q. All right. Are there certain, what you call,

1 critical contacts that may be shown at the beginning of
2 the statement that may actually be older?

3 A. Yes, they're older.

4 Q. Is that so when advisors look at the contacts,
5 they will immediately know the most important
6 information about the account?

7 A. That is correct.

8 MS. GIBONEY: I move to admit Ameren Missouri
9 Exhibit 104C into the record.

10 JUDGE CLARK: Mr. Scott, do you have any
11 objections to admitting Ameren Exhibit 104C into the
12 record?

13 MR. SCOTT: I do not.

14 JUDGE CLARK: Any objection from Staff?

15 MS. KLAUS: No objection.

16 JUDGE CLARK: Exhibit 104C is admitted onto
17 the hearing record.

18 Q. (BY MS. GIBONEY) All right. I believe you
19 just testified that Mr. Scott called on August 8th of
20 2017 to request an arrangement?

21 A. Yes, he did.

22 Q. All right. So if we look at the second to
23 last page of Exhibit 104C, we are going to see a call
24 from Andrea Jordan entering into that arrangement?

25 A. Yes.

1 Q. So what was the arrangement that was agreed
2 to?

3 A. At the time, this was a leader who was an --
4 who was -- she is -- we've got our customer care
5 advisors and our customer care leaders who handle our
6 escalated calls, and she made a judgment call and she
7 offered to accept \$350 by August 29th, and the rest of
8 the balance we set on a payment agreement 12 monthly
9 installments of \$57. We also offered budget billing to
10 the customer, to Mr. Scott, at that time, and he
11 declined budget billing.

12 Q. So at that time, no budget billing arrangement
13 was put on his account; is that correct?

14 A. That's correct.

15 Q. What are the conditions of a payment
16 agreement, generally? What does the customer have to do
17 to be given the opportunity to pay that large balance
18 over time?

19 A. The customer, in order to stay on a payment
20 agreement, the customer agrees to make each payment in
21 full each month by the due date. On the call, this is
22 explained to the customer. They also might receive a
23 letter, a payment confirmation letter, that includes the
24 information that any missed, late or partial payment may
25 result in the removal of the payment agreement.

1 Q. And if the payment agreement is removed or
2 defaulted on, what happens?

3 A. Then the remaining deferred balance on that
4 payment agreement becomes due in full.

5 Q. Okay. Does the company keep actual copies of
6 every payment agreement letter that it sends out to
7 customers?

8 A. We do not.

9 Q. All right. How do you keep track and know
10 when you've sent one?

11 A. We can determine that information several
12 ways. One way is through our contacts.

13 Q. Okay.

14 A. Another way is through -- we've ...

15 Q. That's fine.

16 A. Okay.

17 Q. So let's look at the contacts on that third to
18 the last page of Exhibit 104C. Is there a contact that
19 indicates the payment agreement letter was sent?

20 A. There is.

21 Q. What's the date of that contact?

22 A. August 24th, 2017.

23 Q. And what -- what triggered the sending of that
24 letter? What has to happen?

25 A. The down payment must be received.

1 Q. Okay. So the down payment that was required,
2 the \$350, was that received?

3 A. Yes.

4 Q. Is that also shown in the contacts?

5 A. That is shown that the payment was received,
6 yes. And the activated payment agreement contact, it
7 indicates that the down payment amount was \$350.

8 Q. Okay. Every time a payment agreement
9 arrangement of more than two weeks deferral is put into
10 effect and the customer makes the initial payment, is a
11 payment agreement letter sent out?

12 A. Yes.

13 Q. All right. Let me hand you a document not yet
14 marked. Can you identify that?

15 A. Yes, this is a sample of what our payment
16 agreement letters look like.

17 Q. Okay. And there's some information that's
18 been redacted. Would that just be a particular
19 customer's name?

20 A. The specifics about that account, yes.

21 Q. All right. But this is the general
22 information that's sent to every customer?

23 A. Yes.

24 MS. GIBONEY: All right. Judge, I'd like to
25 mark this as Ameren Missouri Exhibit 117 and have it

1 offered into the record.

2 JUDGE CLARK: Mr. Scott, any objection to
3 Ameren Exhibit 117?

4 MR. SCOTT: I'd like to know why ...

5 COURT REPORTER: I'm sorry. I can't hear you.

6 MR. SCOTT: Yes, I do object. I'd like to
7 know why deposits are not included. If you're requiring
8 people to pay, why not include it?

9 JUDGE CLARK: Are you talking about the
10 portions blacked out?

11 MR. SCOTT: No, sir. This third line here,
12 "The deposit charges are not included in the payment and
13 must be paid in full on or before the due date." (As
14 read.) Okay.

15 JUDGE CLARK: Wait a second. What are you
16 pointing to?

17 (Witness indicated.)

18 JUDGE CLARK: Okay. The first one?

19 MR. SCOTT: Right, the first line.

20 JUDGE CLARK: Okay. And you're objecting to
21 that because?

22 MR. SCOTT: Because, I mean, I don't know
23 why -- why would they not include the deposit?

24 JUDGE CLARK: Okay. Do you have an objection
25 to the document?

1 MR. SCOTT: No.

2 JUDGE CLARK: Do you have a legal objection to
3 its admission in which you disagree with that?

4 MR. SCOTT: Yes, I do.

5 JUDGE CLARK: What's your legal objection?

6 MR. SCOTT: My legal objection is that any and
7 all money should be included and credited and included
8 in that agreement including the monthly payments, so
9 that means that they get to keep a deposit --

10 JUDGE CLARK: Again, that's an objection to a
11 policy of theirs. That's not an objection to the
12 document.

13 MR. SCOTT: Okay. Say that if you want to.
14 You can call it that, yes, but that's the only objection
15 I see for right now, yes. And I've never received a
16 copy of this either, so ...

17 JUDGE CLARK: I guess I've got a few questions
18 of my own before admission on in.

19 Does Staff have any objection?

20 MS. KLAUS: No objections from Staff.

21 JUDGE CLARK: Has this letter changed at all
22 over time?

23 WITNESS: Over time, yes.

24 JUDGE CLARK: Is this the -- is this what the
25 letter would have looked like in 2017?

1 WITNESS: Yes.

2 JUDGE CLARK: So there's been no changes to
3 this letter since 2017?

4 WITNESS: That is correct.

5 JUDGE CLARK: Okay. I'm going to overrule
6 objection and admit it into the hearing. This is
7 Exhibit 117C or I guess 117, actually.

8 And this is the deferred payment agreement letter;
9 is that correct?

10 WITNESS: Yes.

11 MS. GIBONEY: Yes.

12 JUDGE CLARK: This is not budget billing?

13 WITNESS: That is correct. This is for a
14 payment agreement.

15 Q. (BY MS. GIBONEY) All right. So when a
16 contact like 104C indicates that a payment agreement
17 letter is sent, it looks like Exhibit 117; is that
18 correct?

19 A. That is correct.

20 Q. To Mr. Scott's point that he just raised and
21 for his understanding, what's one reason that deposits
22 would not be included in a payment agreement amount
23 during, for example, cold weather rule?

24 A. We don't -- well, if a customer enters into a
25 payment agreement during cold weather rule, we would

1 cancel any deposit charges. Oftentimes, also,
2 deposits -- we set up separate arrangements for deposits
3 and break those, you know, you can break it into
4 installments or break a deposit into monthly
5 installments as well. So that would be at another
6 reason that we wouldn't include those deposits charges
7 into payment agreement.

8 Q. Right. So you might have an agreement to
9 break a deposit into six installments?

10 A. Right.

11 Q. But at the same time, you might have an
12 agreement to break a deferred payment agreement amount
13 into 12 installments?

14 A. Correct.

15 Q. All right. So going back to 115C, the payment
16 agreement initial payment of \$350 was received on August
17 24th, 2017?

18 A. Yes.

19 Q. Okay. And then was a bill statement then
20 issued on 8/31/2017?

21 A. Yes.

22 Q. So if we wanted to look to that bill, we could
23 turn to page 3 of Exhibit 102C?

24 A. Yes.

25 Q. All right. So what was the total amount due

1 under this 8/31 statement?

2 A. 146.14.

3 Q. And a portion of that was the payment
4 agreement -- monthly payment agreement amount?

5 A. Yes, \$57.

6 Q. And the remainder was?

7 A. The actual usage.

8 Q. Actual usage. Okay. And this is what we
9 might call a full bill cycle for 29 days?

10 A. That's correct.

11 Q. Okay. And when was that amount due?

12 A. September 22, 2017.

13 Q. Did Mr. Scott make the \$146.14 payment by
14 September 22?

15 A. No.

16 Q. Okay. As a result, what happened to his
17 payment agreement with the company?

18 A. The payment agreement defaulted due to the
19 missed payment.

20 Q. And the entire amount that's remaining is
21 going to show up on the next bill?

22 A. Yes.

23 Q. So if we turn to the next bill, if we look at
24 page 5 of Exhibit 102C, how is Mr. Scott informed that
25 his payment agreement has defaulted?

1 A. Well, in the current charge detail section,
2 there's a payment agreement default amount of \$677.04.
3 Also in the information section, on the right under the
4 amount due, it also explains that the payment agreement
5 has defaulted due to the missed payment.

6 Q. All right. So the amount due bounced back up
7 again to the current charges as well as the remaining
8 unpaid balance?

9 A. Correct.

10 Q. All right. The amount due is \$830.03?

11 A. That is correct.

12 Q. So this bill was issued on October 2nd?

13 A. Yes.

14 Q. Okay. Was a payment received on October 3rd?

15 A. Yes.

16 Q. All right. How much was received?

17 A. 148.43.

18 Q. That wasn't for this 10/2 statement. It was
19 for the prior statement; is that correct?

20 A. That is correct.

21 Q. But since it was paid 11 days after it was
22 due, that wouldn't reinstate the payment agreement;
23 correct?

24 A. No.

25 Q. All right. Okay. If we look to the next

1 statement on page 7 of 102C, is that payment that was
2 received, is that reflected on here? Does it show that
3 you received a payment?

4 A. Yes.

5 Q. How is that shown?

6 A. In the second column up top under the amount
7 due underneath -- well, it says last payment 10/3/2017,
8 \$148.43.

9 Q. So that amount has been taken off the \$830.03
10 prior statement amount?

11 A. Yes.

12 Q. Okay. So then we look over and we see a prior
13 balance and that's going to reflect the payments he
14 made; right?

15 A. Yes.

16 Q. So now the prior balance is what?

17 A. 681.60.

18 Q. And then this statement for 10/31, it also
19 shows current charges; right?

20 A. Yes.

21 Q. And Mr. Scott is continuing to receive
22 service; right?

23 A. Yes.

24 Q. So what's the total due?

25 A. 749.28.

1 Q. And when is it due by?

2 A. November 22.

3 Q. All right. Did Mr. Scott speak with the
4 company on November 11 -- I'm sorry. November 1st and
5 enter into a cold weather rule payment agreement?

6 A. Yes.

7 Q. Can you explain to us how a cold weather rule
8 payment agreement differs from just a payment agreement?

9 A. Well, we're only required to offer payment
10 agreements during our cold weather rule, and have
11 specific guidelines -- all utilities have specific
12 guidelines as to what we are allowed to offer unless we
13 have to offer the cold weather rule payment agreement
14 with a down payment of 12 percent of the balance plus
15 one month's average bill would be spread out over up to
16 12 months if the customer wishes. And, of course, we
17 offer those from November 1st through March 31st. So
18 November 1st is the first date that customers are
19 allowed this option for this cold weather rule payment
20 agreement.

21 Q. And is that also around the time when energy
22 assistance generally becomes available for winter energy
23 assistance?

24 A. Generally for government funding.

25 Q. Okay. So if we look at contacts for this

1 account, can you see where Mr. Scott called and talked
2 about entering into a cold weather rule payment
3 agreement?

4 A. Yes.

5 Q. What's the -- can you identify the contact?
6 What page is it on, if you can find that?

7 A. Let's see. It should be the 5th page of the
8 attachment.

9 Q. Okay.

10 A. And there is a contact from November 1st where
11 an advisor spoke with Mr. Scott. We set up a cold
12 weather rule payment agreement for \$175 down payment
13 agreed upon, which would be due November 7th. The
14 balance, we split into 12 monthly installments of \$38
15 per month as per the agreement that Mr. Scott arranged
16 with the advisor. We discussed several things. We
17 returned the customer to paper billing with e-mail
18 alerts. We added budget billing for \$100 a month with a
19 \$38 installments amount, e-mailed a budget billing
20 brochure. So, yes, that agreement was set up on
21 November 1st as per the contacts.

22 Q. Right. And you were in the hearing room and
23 heard Mr. Scott testify earlier?

24 A. Yes.

25 Q. And did you hear him testify that he did

1 request to be set up on budget billing on one occasion?

2 A. Yes.

3 Q. Was that this occasion on November 1st?

4 A. From the information I have, yes.

5 Q. And have you also listened to the recorded
6 call of this November 1st call?

7 A. Yes, I did.

8 Q. And --

9 A. And I can confirm from listening to the phone
10 call as well that Mr. Scott did agree to set up budget
11 billing along with the cold weather rule payment
12 agreement.

13 Q. Okay. So if we go back to our chronology,
14 Exhibit 115C, Mr. Scott -- you said he was required to
15 make a \$176 initial payment -- or \$175?

16 A. I think \$175 is what he agreed to, yes.

17 Q. And was that payment received?

18 A. Yes, we received a payment of 176 on November
19 7th which set the remaining balance on payment
20 agreement.

21 Q. All right. So at this point, we have two
22 items that are going to show up on a bill that are not
23 just current charges; is that correct?

24 A. That is correct.

25 Q. We have the budget billing is going to start

1 appearing?

2 A. Yes.

3 Q. And per the tariff that you pointed us to
4 earlier in your testimony, it's automatically going to
5 automatically be \$100 a month; correct?

6 A. That's correct.

7 Q. So you would have a budget billing amount of
8 \$100, and per this payment agreement, we're also going
9 to see a monthly installment amount; correct?

10 A. Correct.

11 Q. And that's \$38?

12 A. That is correct.

13 Q. All right. I'd ask you to turn to page 9 of
14 Exhibit 102C.

15 A. Okay.

16 Q. And this may be a good opportunity for you to
17 explain how budget billing is reflected on a bill. So
18 could you explain the tally that we're seeing on the
19 charge detail for statement dated 12/1/2017?

20 A. Yes. So our current charge detail, when a
21 customer's on budget billing, is going to first outline
22 in detail the specific charges that were billed: the
23 energy charge, the customer charge, any taxes, and then
24 there's going to be a bolded line that states current
25 charges. So for this particular example, 108.71, that

1 was Mr. Scott's actual usage, taxes, everything for this
2 monthly statement that came out December 1st.

3 When a customer's on budget billing, there will
4 then be a line item that states budget bill adjustment,
5 and that's going to be the difference between their
6 budget billing amount and their current charges for
7 that month's bill.

8 So on this specific statement, his usage was
9 108.71. His budget bill adjustment then subtracted
10 \$8.71 from his current charges for the month to reach
11 that next bolded line which is the budget bill amount
12 of \$100.

13 Q. Let me stop you. When you say you subtracted
14 it, he's still going to owe that amount. You're just
15 saying that reflects that the budget bill amount is 8.71
16 less than his current charges?

17 A. That is correct. So when I say the budget
18 bill adjustment, it means that amount is either being
19 added or subtracted from the rolling deferred balance.
20 So we also indicate that information on the bill to the
21 right in the amount due category every month that a
22 customer is on budget billing. We explain to them,
23 "Your budget billing balance is ahead or behind by this
24 amount."

25 So since this was the first month that the budget

1 billing reflected on his account, everyone who's on
2 budget billing starts out with a zero deferred balance,
3 so we know that his budget bill adjusts for this month
4 8.71; therefore, as of this statement, his budget
5 billing amount is behind \$8.71 after paying this bill.

6 Q. All right.

7 A. So to complete the explanation of the current
8 charge detail, so we've got his budget bill amount which
9 a bolded \$100, and that's just going to be the
10 difference between his current charges and his budget
11 bill adjustment. And then we've got his payment
12 agreement installment of \$38 which brings his total
13 balance to 138.

14 Q. So was this the first of his 12 equal monthly
15 installments of \$38 on his payment agreement?

16 A. Yes, and that also is detailed on the right
17 column where it explains your payment agreement amount
18 after this bill will be 411.28 over 11 months since
19 we've already billed out the first of 12 installments.

20 Q. Now, let me ask you: If the customer doesn't
21 pay this amount due at all, then they haven't paid the
22 installments under the payment agreement; correct?

23 A. That is correct.

24 Q. So you don't credit somebody when they don't
25 pay the amount that you've billed them just because it

1 was a monthly installment?

2 A. That's correct. That's why the payment
3 agreement amount remaining and budget billing balance is
4 always going to be after paying this bill.

5 Q. Okay. So for this current charge detail, the
6 bill statement dated 12/1, when was the \$138 due?

7 A. December 26th.

8 Q. Was that payment received by its due date?

9 A. Almost. We received a payment of \$138 on
10 12/27.

11 Q. Now, is there a grace period of a few days?

12 A. Several days, yes.

13 Q. Okay. So that -- what appears to be one day
14 late after the due date, that didn't cause the payment
15 agreement to default?

16 A. That is correct.

17 Q. So if we look -- we go forward to the next
18 bill statement on page 11, you explained to us, so now
19 it looks like we have the opposite situation?

20 A. Uh-huh.

21 Q. I'm sorry. I won't testify.

22 Let's walk through this bill and how the current
23 charges differ from the budget billing month.

24 A. Okay. So for this statement, his current
25 charges with his usage, taxes, totaled 164.61, which is

1 obviously greater than the \$100 budget billing average
2 that he's being charged. So in this situation, the
3 budget bill adjustment was 64.61. We subtracted that
4 from his actual usage to reach the \$100 budget billing
5 amount. That, obviously, then corresponds with the next
6 column. So his budget billing balance, at this point,
7 is going to be behind by 73.32 after paying this bill
8 which is the 64.61 left plus the \$8.71 that he was
9 behind after paying for this last month's bill.

10 Q. All right.

11 A. I also want to make a point, too, that even
12 when a customer's on budget billing we always, you know,
13 indicate down in the below section, which I didn't
14 really explain earlier, the electric service, you know,
15 where the dates of service, you know, we include the
16 meter number, we include the meter readings, his
17 previous readings and his current readings, along with
18 the total usage that we billed the customer, and we
19 always tell whether it's an actual or estimated bill
20 under the reading type section.

21 Q. So this shows electric service from 11/29/2017
22 to January 2, 2018, 34 days, and you're telling me that
23 the meter reading is shown below that?

24 A. That is correct.

25 Q. Is that current usage?

1 A. Yes.

2 Q. That's the difference between the prior meter
3 reading and the current meter reading?

4 A. Correct.

5 Q. Is there also, sort of, a graphic depiction of
6 his electric usage in kilowatt hours?

7 A. Yes.

8 Q. Again, you were here when Mr. Scott testified;
9 correct?

10 A. Yes.

11 Q. I believe I heard him testify, and he's
12 welcome to cross-examine you, that his monthly usage was
13 frequently an average of \$38 a month in actual usage.
14 Is that consistent with the electric energy charges
15 shown on this bill?

16 A. No.

17 Q. Much higher on this bill; correct?

18 A. Yes.

19 Q. All right. And as a result, the
20 budget-bill-behind amount is growing?

21 A. At this point, yes.

22 Q. He still doesn't have to pay anything more
23 than the payment agreement amount and the budget bill
24 amount?

25 A. That's correct.

1 Q. So when was that \$138 due?

2 A. January 26th.

3 Q. Was payment received by the due date?

4 A. Almost. A payment of \$139 was received on
5 January 29th.

6 Q. All right. Let's look at the next bill of
7 February 2. So we can look at page 13.

8 A. Okay.

9 Q. What were the current charges for service?

10 A. The current charges for service for January 2
11 through January 31 were \$140.30.

12 Q. Was he charged that amount?

13 A. He was not. He was charged his \$100 budget
14 bill amount.

15 Q. Plus the payment agreement amount?

16 A. Plus the payment agreement amount.

17 Q. So, again, we have a bill where the service
18 charges proceed the budget bill amount that he's
19 required to pay?

20 A. Yes.

21 Q. And does that, again, keep the
22 budget-bill-behind amount growing, so to speak?

23 A. Yes.

24 Q. How does he know what his budget bill amount
25 behind is?

1 A. The second column, the amount due column, the
2 last line item explains that the budget billing balance
3 is behind 113.62 after paying this bill.

4 Q. So after he pays his bill, that's going to be
5 behind?

6 A. Yes.

7 Q. Did he pay the \$138 by February 26th?

8 A. Yes. Well, he paid 138 on February 27th,
9 which was applied to the bill.

10 Q. Okay. And we see that on page 15 of Exhibit
11 102C?

12 A. Yes.

13 Q. Okay. So at this point Mr. Scott is current
14 on both his payment agreement and he's paying the
15 required budget bill amount every month; is that
16 correct?

17 A. Yes.

18 Q. Okay. Let's look at the statement on page 15.
19 What's the bill date -- bill statement date?

20 A. March 5th.

21 Q. All right. And was this for a full billing
22 cycling?

23 A. This was a full bill cycle, 29 days, January
24 31 through March 1st.

25 Q. And this bill reflects that on February 27th,

1 payment received?

2 A. It does, yes.

3 Q. And this bill for \$138, when was it due?

4 A. March 26th.

5 Q. All right. So before this bill was due, did
6 Mr. Scott call to take service out of his name at this
7 address?

8 A. Yes.

9 Q. All right. When did he call?

10 A. He called us on March 12th and requested to
11 take service out of his name at 4110 Geraldine effective
12 March 12th, and he requested to start service in his
13 name at 3725 Geraldine effective March 9th.

14 Q. So he indicated in the call he'd actually
15 already moved into the other place?

16 A. Yes.

17 Q. Okay. So at the time he called to request
18 service at the new address, he has an amount due of
19 \$138?

20 A. Yes.

21 Q. And he has a remaining payment agreement
22 amount of 297.28?

23 A. Yes.

24 Q. All right. And this bill, dated 3/25, what
25 dates of service did it cover?

1 A. January 31st through March 1st.

2 Q. So if he calls on March 12th, there's going to
3 be 11 days that he's going to be accounted for at this
4 address for service?

5 A. Yes.

6 Q. Okay. How does the company bill Mr. Scott for
7 that?

8 A. So, at that point, when we closed out his
9 account, we set up -- we billed Mr. Scott with a final
10 bill, and that was for the 11 days of service from his
11 last statement -- regular statement date of March 1st
12 through March 12th. Since he was on budget billing, we
13 prorated the budget billing amount. Instead of billing
14 him \$100 for that final bill balance, we only billed him
15 \$37, which was a prorated budget billing amount.

16 Since he hadn't yet paid the \$138, that wasn't due
17 yet, so that makes sense why he hadn't paid it. It
18 wasn't due yet. We included the 138 from his regular
19 cycle bill, along with the prorated budget billing
20 amount of \$37 for a total of \$175, and that would cover
21 and close out everything that was due at 4110 through
22 March 12, so that total is 175.

23 Q. All right. And that's -- are you looking at
24 the bill dated 3/15/2018 on page 17?

25 A. Yes.

1 Q. All right. And when this final bill was sent,
2 he had already set up service at 3725; correct?

3 A. Yes.

4 Q. You testified earlier about a transfer of
5 balance, so was the balance due on 4110 ever transferred
6 to 3725?

7 A. Yes.

8 Q. All right. So this is the final bill telling
9 how much is due and then that balance is going to show
10 up on the statement for...

11 A. For the new address, 3725, yes.

12 Q. Okay. When a customer set up an account at a
13 new premises, do they receive a new account number?

14 A. Yes.

15 Q. All right. Why is that?

16 A. For accounting purposes so we can clearly
17 define the premise -- the specific account for that
18 customer.

19 Q. Okay. Some customers have more than one
20 account for more than one address at one time; correct?

21 A. Correct.

22 Q. So for example, Mr. Scott retroactively had an
23 account for service at 4110 on March 9th while he still
24 had an account for service at -- I said that backwards.

25 A. Yeah.

1 Q. He still had an account for service at 4110 up
2 until March 12th, and on March 9th he started the one
3 for 3725; right?

4 A. Right. So we need to differentiate the two.

5 Q. I'm handing you what's been marked Ameren
6 Missouri Exhibit 103C. Can you identify that?

7 A. Yes. These are the billing statements in
8 chronological order for Mr. Scott's account at 3725
9 Geraldine Avenue to date.

10 MS. GIBONEY: I move for the admission of
11 Ameren Missouri Exhibit 103C.

12 JUDGE CLARK: Mr. Scott do you have any
13 objections to the admission of Exhibit 103C.

14 MR. SCOTT: No, I do not.

15 JUDGE CLARK: Staff?

16 MS. KLAUS: No objection.

17 JUDGE CLARK: Exhibit 103C is admitted into
18 the hearing record.

19 Q. (BY MS. GIBONEY) All right. Let's take a
20 look at page one of Exhibit 103C.

21 A. Okay.

22 Q. When was that statement issued?

23 A. April 12th, 2018.

24 Q. All right. By that time, had Ameren Missouri
25 already received \$175 payment due on the other account?

1 A. Yes, we had.

2 Q. All right. How did it reflect that to let
3 Mr. Scott know they had gotten the payment?

4 A. There's -- in the amount due column at the top
5 of the statement, we indicate that the last payment was
6 received was April 10th for 175. So we also indicate
7 that 175 was transferred from the previous account
8 number at 4110. So we are, basically, explaining that
9 we did transfer that 175 to this account; however, we
10 also received that payment on April 10th, which paid
11 that final bill in full.

12 Q. So it wouldn't be reflected on the charges for
13 this statement because it was already paid for when the
14 statement came out?

15 A. That's correct, yes.

16 Q. But you did tell him you received this
17 payment?

18 A. Yes.

19 JUDGE CLARK: Am I misunderstanding? So was
20 there a transfer balance, or no? Does it close out that
21 transfer balance?

22 WITNESS: Yes, the transfer still occurs, but
23 so then we applied payment to this account as well. So
24 the 175 transfer occurred because it transferred over
25 but, also we also had payment transferred over as well.

1 JUDGE CLARK: So the budget billing
2 transferred with him?

3 WITNESS: The budget billing and the payment
4 agreement transferred as well, correct.

5 JUDGE CLARK: Okay. Moving on.

6 Q. (BY MS. GIBONEY) And when Mr. Scott moved
7 over to 3725 Geraldine, the company did not have a
8 12-month usage history at this address either; right?

9 A. That's correct.

10 Q. So the budget bill amount's going to stay at
11 that minimum \$100; is that correct?

12 A. Correct.

13 Q. And the payment agreement balance, I think you
14 just mentioned to the judge, transferred to this
15 account?

16 A. That's correct.

17 Q. So he was allowed, more or less, to keep the
18 payment arrangement going?

19 A. Yes.

20 Q. Under this new account?

21 A. Yes.

22 Q. Okay. So this statement for 4/12, let's talk
23 about the current charges.

24 A. Okay.

25 Q. So how much were they?

1 A. His total current charge for the 32 days was
2 \$29.57.

3 Q. All right. So let me ask you, this is lower
4 now than the budget billing amount; correct?

5 A. Yes.

6 Q. All right. So that's going to offset what his
7 prior budget-billing-behind amount was; correct?

8 A. Correct.

9 Q. So at this point, what is his budget billing
10 balance behind after paying this bill?

11 A. \$34.04.

12 Q. All right. And just to be clear, when we look
13 at these statements and we see a current charge of 29.57
14 and a budget bill adjustment of 70.43 and a budget bill
15 amount of \$100, it would not be correct to add all those
16 three things; correct?

17 A. No.

18 Q. The budget bill amount is \$100?

19 A. Yes.

20 Q. Prior to numbers just informing the customer?

21 A. That's correct.

22 Q. So this was due when?

23 A. May 3rd.

24 Q. Was the payment received by its due date?

25 A. No.

1 Q. What happened as a result of the missed
2 payment?

3 A. The payment agreement defaulted.

4 Q. All right. So that means what? What's going
5 to come back on the bill?

6 A. The total remaining payment agreement amount
7 that has been unbilled and transferred from 4110
8 Geraldine, since the payment was missed, now is all
9 going to become due.

10 Q. Okay. Let's look at the next bill statement.

11 JUDGE CLARK: I have a question about this
12 part. Sorry to go out of sequence, but why don't I see
13 budget billing -- why is the budget billing amount on
14 this changed?

15 MS. GIBONEY: Oh, may I?

16 JUDGE CLARK: Yes.

17 MS. GIBONEY: I should have stopped.

18 Q. (BY MS. GIBONEY) Did the company receive a
19 call from Mr. Scott on April 18th?

20 A. Yes.

21 Q. During this call, did he request to be removed
22 from budget billing?

23 A. Yes.

24 Q. Let me hand you what's been marked as Ameren
25 Missouri 105C. Can you identify that?

1 A. Yes.

2 Q. What is it?

3 A. These are the call contacts for Mr. Scott's
4 3725 Geraldine Avenue account.

5 Q. All right. If we start near the back, can you
6 point us to a call contact for April 18th which
7 discusses budget billing?

8 A. Yes, and it's actually page 8. These pages
9 are numbered.

10 MS. GIBONEY: Did I offer this?

11 JUDGE CLARK: No, I was just getting ready to
12 object.

13 MS. GIBONEY: Ameren Missouri offers Exhibit
14 105C to the record.

15 JUDGE CLARK: Mr. Scott, do you have any
16 objection to Exhibit 105C?

17 MR. SCOTT: No, I don't.

18 JUDGE CLARK: Staff, do you have any
19 objection?

20 MS. KLAUS: No objection.

21 JUDGE CLARK: Exhibit 105C is now admitted
22 onto the hearing record.

23 Q. (BY MS. GIBONEY) I think you pointed us to
24 page 8 of this document; is that correct?

25 A. Yes.

1 Q. What is the entry where it shows the budget
2 billing was terminated?

3 A. The 11:56 a.m. contact was the automatic
4 contact that shows that budget billing was stopped. It
5 was also included in the 12:00 complete wrap up billing
6 info recontact where it says that Mr. Scott inquired
7 about budget billing, we explained budget billing, and
8 he requested to stop it.

9 MR. SCOTT: Where are we at?

10 WITNESS: Page 8.

11 Q. (BY MS. GIBONEY) All right. So this request
12 to stop budget billing came after his 4/12 bill
13 statement was issued?

14 A. Correct.

15 Q. But before his 5/11 bill statement was issued?

16 A. Yes.

17 Q. So are we going to see some settling up on the
18 5/11 bill statement?

19 A. Yes.

20 Q. All right. Let's look, then, at Ameren
21 Missouri Exhibit 103C, page 3. Can you explain to us
22 how you settle up with a customer when budget billing is
23 terminated?

24 A. So when budget billing is stopped any amount
25 that is ahead or behind it will be either added or

1 subtracted from the month's total balance due. So the
2 customer will then be charged for their actual usage for
3 that month, their current charges, plus any adjustments
4 from the deferred balance.

5 Q. Okay. So we looked back at the April 12th
6 statement. It indicates that the budget bill balance
7 behind was 34.04 after paying that bill?

8 A. Correct.

9 Q. Is that why we received the amount of 34.04 on
10 the May 11th budget bill adjustment?

11 A. That's correct.

12 Q. So that will be added to what he owes?

13 A. Correct.

14 Q. And what is 26.02 plus 34.04?

15 A. I'm not going to do it in my head, but it's
16 60.06. I can do that one quite easily, actually.
17 That's 60.06.

18 Q. So that's the budget bill settling up?

19 A. Yes.

20 Q. So he's not being budget billed this month,
21 but he's settling up on that?

22 A. That's correct.

23 Q. So this bill has a couple different things
24 going on; right? Did the payment agreement default?

25 A. Yes.

1 Q. Okay. So when a payment agreement defaults,
2 the entire unpaid balance comes back on to this
3 statement; correct?

4 A. Yes.

5 Q. So the unpaid balance on a payment agreement,
6 would that include -- look back to the prior bill, the
7 259.28 that was remaining after the prior bill plus the
8 \$38 that he was actually billed on 4/12?

9 A. Yes.

10 Q. Okay. So does that get us to payment
11 agreement default amount of 297.28?

12 A. Yes.

13 Q. Okay. In the prior month, when he was still
14 on budget billing, he was billed \$100 but didn't pay it;
15 correct?

16 A. Correct.

17 Q. And that's why -- is that why \$100 shows up as
18 his prior balance?

19 A. Yes.

20 Q. So the budget bill amount he didn't pay has
21 been, sort of, absorbed into a -- I'm sorry.

22 The payment agreement amount, the \$38 he didn't
23 pay, is that going to be absorbed into the payment
24 agreement default amount?

25 A. Yes.

1 Q. And then the budget billing amount that he
2 didn't pay but he was billed?

3 A. Correct.

4 Q. What's the total on this bill?

5 A. 459.41.

6 Q. Okay. When was that due?

7 A. June 4th.

8 Q. Okay. Did he pay the June 4th bill by the
9 date it was due? I'm sorry. Did he pay it by June 4th?

10 A. No.

11 Q. No payment was received around that due date?

12 A. No, there was not.

13 Q. Okay. Let's look at the bill statement that
14 begins on page 5 of Exhibit 103C. So what's the
15 statement date?

16 A. June 12th.

17 Q. All right. And on this bill, was Mr. Scott
18 billed for actual usage rather than a budget bill
19 amount?

20 A. Yes, he was.

21 Q. All right. So he requested the budget billing
22 stop and it also was not present on this bill; correct?

23 A. Correct.

24 Q. So what, in your summary, what were his
25 current charges for usage?

1 A. His current charges were \$66.26.

2 Q. Okay. And then the prior balance was the full
3 balance shown on the prior bill?

4 A. Correct. And then there were late charges
5 totaling \$2.42.

6 Q. So what was the total due?

7 A. 528.10.

8 Q. Be when was that due?

9 A. July 3rd.

10 Q. All right. Let's look at the contacts for
11 this account. So that would be Ameren Missouri Exhibit
12 104C; is that right? Wrong one. 105C.

13 (Thereupon, a sotto voce conversation between
14 Complainant and Judge Clark was held.)

15 JUDGE CLARK: What time is your medical
16 appointment scheduled?

17 MR. SCOTT: I have a medical appointment at
18 1:00.

19 JUDGE CLARK: You have a medical appointment
20 at 1:00?

21 MR. SCOTT: I would rather continue this at
22 another time and on another day, then.

23 JUDGE CLARK: The problem is I've come up from
24 Jeff City today. All of those witnesses have come up
25 from Jeff City, from Columbia. Everybody's made it a

1 point to be here today for today's hearing. There's
2 always the possibility that a hearing can go on, so I'm
3 probably not going to -- for a doctor's appointment
4 which is a much easier thing to reschedule.

5 MR. SCOTT: Well, based on my medical history,
6 I wouldn't say that. I have seizures.

7 JUDGE CLARK: So you have an appointment today
8 for your seizures?

9 MR. SCOTT: Yes, sir.

10 JUDGE CLARK: And what is the purpose of that
11 appointment?

12 MR. SCOTT: Medicine renewal. Getting my
13 medicine -- it's not kicking in when it's supposed to.
14 I'm not supposed to miss those appointments. If I miss
15 them for whatever reason, I can pass out.

16 JUDGE CLARK: Even if I were to consider
17 rescheduling this today, I guess I'm kind of tied by the
18 statutes, so I can't reschedule it for quite a while. I
19 would reschedule for Jeff city, if I were.

20 How much longer do you anticipate?

21 MS. GIBONEY: Well, we've got five or six more
22 months to get through, but I mean, 30 minutes. That's
23 my direct.

24 JUDGE CLARK: Okay.

25 MS. KLAUS: And, Judge, if I may, if there are

1 no questions of Staff, may I ask if you would take
2 official notice of our report?

3 JUDGE CLARK: I think that would be
4 appropriate.

5 We'll address that at that time. Why don't we go
6 ahead and see where we are at -- where's your
7 appointment?

8 MR. SCOTT: It's in Total Health Clinic over
9 at --

10 JUDGE CLARK: That's, what, 15 minutes to get
11 there?

12 MR. SCOTT: Not from here. I'm taking a bus.
13 it takes me at least an hour and a half.

14 JUDGE CLARK: You're not going to make that
15 appointment anyway.

16 MR. SCOTT: Well, I would hope that -- I
17 didn't think we'd go this long. We came in at 9:00. I
18 expected to be done by noon, and we're past that.
19 Whether or not, they did not tell me we would go through
20 this much in what we're doing. I had no idea it was
21 this much.

22 JUDGE CLARK: Did you anticipate having any
23 questions of Staff?

24 MR. SCOTT: Regarding the Public Service
25 Commission? Yes, yes, I do. And that is, why is it

1 that my complaint of budget billing was not followed up
2 on and enforced because I noticed that a lot of this
3 stuff that she's going through was in the year of 2017.
4 Haven't gotten to 2018. But mine started at 2018, and
5 the budget billing was requested to be officially
6 stopped and it continued during that year. So what
7 she's covered so far is 2017, and this is one of the
8 reasons I have not objected to a lot of this stuff.

9 JUDGE CLARK: Hold on just a second. I think
10 she's building a foundation for showing how the charges
11 have accrued over time, and it looks like they're on the
12 foundation for how you may be misinterpreting some of
13 the charges. Give me just a second.

14 I think you have take into account that you may
15 have thought this was going to end by noon, but it's
16 not going to end by noon. I'm not going to continue a
17 case just because you have a doctor's appointment when
18 I've had people travel so far to be here. So my
19 intention is to finish up this case today.

20 MR. SCOTT: I don't know what time we're going
21 to wrap up.

22 JUDGE CLARK: I don't know what time it is
23 either. I don't know how long it's going to take for
24 them to present their evidence, for Staff's witnesses to
25 present their evidence and for everyone to ask

1 questions. I'm going to ask questions. I'm not going
2 to continue this for your medical appointment.

3 MR. SCOTT: Then what do I need to? Refile
4 this case? Refile this? Because it's the third one
5 I've filed with you all.

6 JUDGE CLARK: What I'm saying is this hearing
7 is going to go on today. If you elect to get up and
8 leave the hearing, evidence is going to be continued to
9 be presented in your absence, so the hearing is going to
10 go through today.

11 MR. SCOTT: Okay. Well, they can go ahead and
12 present their evidence. I'm not going to sit here and
13 object to every single thing they do because what I'm
14 doing is I'm looking at a timeline right now of what
15 they're going through. That is not a part of this
16 argument that I presented. That's fine if you want to
17 do that, so they can go ahead and present their
18 arguments and what have you, but what I submitted to you
19 in the exhibits is exactly what has happened in the way
20 of payment and the way of actual usage; and so far, what
21 I've heard is I'm obligated to pay a budget billing that
22 I've I elected to get out of.

23 JUDGE CLARK: Okay. You may go on with your
24 questioning of the witness.

25 MS. GIBONEY: Thank you, Judge.

1 Q. (BY MS. GIBONEY) So Ms. Krcmar, is it your
2 testimony that Mr. Scott did not pay the 459.41 that was
3 due by June 4th, by that due date?

4 A. That is correct.

5 Q. All right. Did that cause a disconnection
6 notice to be issued? If we look at the contacts, which
7 are Exhibit 105C, did that cause a disconnection notice
8 to be issued in early June?

9 A. Yes.

10 Q. All right. Tell us about the disconnection
11 notice process. How many days advanced notice does that
12 customer get if their service may be disconnected for
13 nonpayments?

14 A. At least ten days' notice, written notice,
15 followed up with telephone call attempt every 24
16 hours -- two telephone call attempts at least 24 hours
17 prior to the disconnection.

18 MS. GIBONEY: Judge, I ask that the Commission
19 take administrative or judicial notice of the
20 disconnection notice that was attached to Mr. Scott's
21 original form of complaint.

22 JUDGE CLARK: Any objection to the Commission
23 taking official notice of the disconnection notice
24 attached to your complaint, Mr. Scott?

25 MR. SCOTT: Yes, I do.

1 JUDGE CLARK: Okay. What's your objection?

2 MR. SCOTT: The objection is that, again,
3 we're going back to budget billing. We're trying to
4 disconnect this service, the service that's not being
5 used. So, yes, I do have a very strong objection to
6 that.

7 JUDGE CLARK: This is your complaint? You
8 filled it out? That's a copy of it?

9 MR. SCOTT: Yeah, a copy of it.

10 JUDGE CLARK: And is that an exhibit that you
11 included with your complaint?

12 MR. SCOTT: This is one of the exhibits that I
13 did -- this is fine. This is one of them, and it shows
14 clearly what was there for various parts.

15 JUDGE CLARK: Okay. Your objection is
16 overruled, and the Commission will take official notice
17 of the complaint attached to Mr. Scott's June 11th file.

18 MS. GIBONEY: May I hand Ms. Krcmar a copy I
19 of that disconnection notice?

20 JUDGE CLARK: Yes.

21 Q. (BY MS. GIBONEY) Does that disconnection
22 notice have a balance for 459.51?

23 A. Yes.

24 Q. Now, Mr. Scott just indicated that he believes
25 this disconnection notice is threatening to disconnect

1 him for budget bill amounts that exceeded his actual
2 charges; is that correct?

3 A. No.

4 Q. So at this point, he had settled up budget
5 billing; correct?

6 A. Yes.

7 Q. So everything that's included in this
8 suspension notice is actual charges for service that
9 have not been paid by Mr. Scott?

10 A. Yes.

11 Q. Okay. Thank you.

12 MR. SCOTT: May I have a copy of that? What's
13 the date on this?

14 Q. (BY MS. GIBONEY) All right. On June 12th,
15 did Mr. Scott file this complaint with the Commission?

16 A. Yes.

17 Q. As a result of filing that complaint, what did
18 the company do regarding the disconnection notice?

19 A. We immediately removed the account from
20 collection status until the amount to be suspended would
21 be determined. So we took the account out of -- we
22 basically took it -- voided any pending disconnection.

23 Q. Okay. I'm handling you what's been marked
24 Ameren Missouri Exhibit 113C. Will you identify it?

25 A. Yes. This is the collection activity detail

1 for the account number for the 3725 Geraldine account.

2 Q. All right. Earlier you talked about
3 collection activity. This is that record?

4 A. That's correct.

5 MS. GIBONEY: Can you point -- oh, Judge, I
6 move that 113C be admitted into the record.

7 JUDGE CLARK: Mr. Scott, do you have any
8 objection as to Ameren Missouri 113C being admitted onto
9 the record?

10 MR. SCOTT: No.

11 JUDGE CLARK: Staff?

12 MS. KLAUS: No objection.

13 JUDGE CLARK: Ameren Missouri 113C is added on
14 the record.

15 Q. (BY MS. GIBONEY) Aubrey, could you show us on
16 Exhibit 113C where it shows that the disconnection
17 notice went out?

18 A. Yes. If you look on the second page, the
19 first line, the 6/7/18 disconnect notice for 459.41.

20 Q. So that's consistent with the date on the
21 notice that we just looked at; correct?

22 A. Correct.

23 Q. All right. And then the complaint was filed
24 on 6/15. Can you show us where this record shows where
25 it was removed from collection?

1 A. The first page, the last line in the window,
2 "6/13/18 removed from collections." (As read.)

3 Q. All right. So although the account was in
4 arrears, he was not disconnected?

5 A. Correct.

6 Q. And did Mr. Scott continue to receive service
7 during this time?

8 A. Yes.

9 Q. Let's look at page 7 of Exhibit 103C.

10 A. 103C? Okay.

11 Q. Is this the next bill statement that went out
12 to Mr. Scott?

13 A. Yes.

14 Q. Now, does this bill statement reflect he's
15 been placed back on budget billing randomly?

16 A. No.

17 Q. So he's still being billed for actual usage?

18 A. Yes.

19 Q. What are the electric service dates?

20 A. June 10th through July 10th, 2018.

21 Q. All right. And based on your summary, what
22 were the amount of current charges reflected on this
23 7/13 bill?

24 A. \$90.70.

25 Q. So that's how much service he got?

1 A. Yes.

2 Q. What's the total amount due?

3 A. 622.32.

4 Q. Okay. Now, the amount due, there's -- at this
5 point, there's been a Commission determination as to the
6 amount that he's disputing; correct?

7 A. Correct.

8 Q. So you continue to show the amount in the
9 amount due?

10 A. Correct.

11 Q. Okay. So the due date was August 2nd?

12 A. Yes.

13 Q. You know, I think I skipped one. Let's go
14 back to page 5. I apologize.

15 Okay. So a few days after the disconnection
16 notice was issued, did Mr. Scott receive a new
17 statement of services?

18 A. Yes.

19 Q. Okay. What's the date of that statement?

20 A. 6/12.

21 Q. What are the dates of service?

22 A. May 9th through June 10th.

23 Q. Okay. And what was the prior balance and the
24 current services -- current charges. What was the total
25 amount due?

1 A. 528.10.

2 Q. When was that due?

3 A. July 3rd.

4 Q. So even though the disconnection has been
5 cancelled, terminated, was Mr. Scott still obligated to
6 pay all the amounts other than the amount in dispute?

7 A. Yes.

8 Q. Okay. Did the company receive payment for
9 528.10?

10 A. No.

11 Q. Did it receive any payment between this
12 statement and the next statement?

13 A. No.

14 Q. All right. As a result of not paying the bill
15 that was due on July 3rd, was another disconnection
16 notice issued?

17 A. Yes.

18 Q. All right. And let's talk about that notice.
19 Is that a copy of that notice included in the notice of
20 direct communication that the Commission filed?

21 A. I didn't actually see personally, but, yes, to
22 the best of my knowledge, it was.

23 MS. GIBONEY: Judge, I ask you to take
24 administrative or judicial notice of the disconnection
25 notice that was received by you on July 13th.

1 JUDGE CLARK: Mr. Scott.

2 MR. SCOTT: Yes, sir.

3 JUDGE CLARK: On July 12th, you e-mailed me
4 this; is that correct?

5 MR. SCOTT: What?

6 JUDGE CLARK: On July 12th, you e-mailed this
7 to my office?

8 MR. SCOTT: Yes, I did.

9 JUDGE CLARK: And the attachment?

10 MR. SCOTT: The attachment is images
11 scanned by -- okay. This is -- it looks like a
12 disconnection notice for 528.10.

13 JUDGE CLARK: It's the other side.

14 MR. SCOTT: Other side is a 459.41. Okay.

15 JUDGE CLARK: Did you send those to me on that
16 date?

17 MR. SCOTT: Yes, sir.

18 JUDGE CLARK: Do you have any objection to me
19 taking official notice of those?

20 MR. SCOTT: No, I do not.

21 JUDGE CLARK: Official notice of disconnection
22 notice is taken.

23 MS. GIBONEY: May I hand Ms. Krcmar a copy of
24 that July 9 disconnection notice?

25 JUDGE CLARK: Sure.

1 Q. (BY MS. GIBONEY) Aubrey, how much is that
2 notice indicating was due?

3 A. 528.10.

4 Q. Did it actually include the amount that was in
5 dispute in this complaint?

6 A. Yes, it did.

7 Q. And how did that happen?

8 A. So when we first received notice --

9 JUDGE CLARK: Go ahead and answer the question
10 and then pause for a second.

11 A. When we first received notice of the formal
12 complaint filing, we removed the account from further
13 disconnection at that time. We were waiting to
14 determine the specific amount that was in dispute before
15 we suspended those charges. Due to an oversight, that
16 198.06 was not officially suspended prior to this
17 disconnection notice being sent out.

18 Q. (BY MS. GIBONEY) When you -- when Ameren
19 Missouri became aware on July 13th of its error in
20 including that amount in the disconnection notice, what
21 did the company do?

22 A. I was out of the office, so my colleague,
23 Debby Bailey, immediately suspended those charges, the
24 198.06. She removed the account from threat of
25 disconnection for that amount that should not have been

1 included in the disconnection notice.

2 Q. All right. If we look at Ameren Missouri
3 Exhibit 113C, that collection activity detail, can you
4 point us to documentation of those actions?

5 A. Yes, July 13, removed from collections.
6 There's a line for that. And there's a suspended charge
7 amount for 198.06. I'll point out to you that the
8 "action by" includes an employee number, so you can kind
9 of determine there who took that action.

10 JUDGE CLARK: Mr. Scott, if you were to go to
11 your doctors' appointment, what time would you be back?

12 MR. SCOTT: I don't know if I could be back
13 today.

14 JUDGE CLARK: How long does your doctor's
15 appointment take?

16 MR. SCOTT: The way doctors are, they never
17 start on time, but it could take anywhere from an hour
18 to an hour and a half.

19 JUDGE CLARK: Okay. So if I recessed until
20 2:30 would you be able to be back here?

21 MR. SCOTT: I could make an every effort. I
22 will make a sincere effort.

23 JUDGE CLARK: I will accommodate you that far
24 and will give you an opportunity to go to your medical
25 appointment, but I'm not able to continue the hearing

1 beyond that, so you would need to be back here.

2 MR. SCOTT: Okay.

3 JUDGE CLARK: So we are going to recess at
4 this time. It is 12:22 until 2:30. We'll be back here
5 at 2:30. We are off the record for now.

6 (Thereupon, a luncheon recess was taken.)

7 JUDGE CLARK: It's 2:30. Claude Scott,
8 complainant does not appear back. He was given some
9 time. He had indicated he had scheduled a doctor's
10 appointment this afternoon and did not anticipate the
11 hearing running as long as it did. He was given some
12 time over an extended lunch break to go to his doctor to
13 get that resolved, and he was told to be back by 2:30.
14 We need to continue on without him.

15 You may continue on at this time. Ameren was in
16 the process of presenting direct testimony on their
17 witness. You can continue on with that.

18 DIRECT EXAMINATION

19 QUESTIONS BY MS. GIBONEY:

20 Q. All right. Aubrey, I believe when we went off
21 the record we had been discussing the July 9th
22 disconnection notice that the company issued in
23 advertently that included the \$198.06 amount in dispute;
24 correct?

25 A. Correct.

1 Q. You indicated that your coworker, Debbie
2 Bailey, removed the entire account from collections; is
3 that correct?

4 A. That's correct.

5 Q. And she also suspended the \$198.06 charge?

6 A. Yes.

7 Q. And that was to ensure that that \$198.06 would
8 not show up in another disconnection notice?

9 A. Correct.

10 Q. All right. So picking up from there, is there
11 a commission or rule which tells the company what to do
12 when it inadvertently issues a disconnection notice that
13 includes an amount in dispute?

14 A. Yes.

15 Q. All right. And what's your understanding of
16 what you're supposed to do?

17 A. I would probably have to refer to the rules,
18 specifically.

19 MS. GIBONEY: All right. Let me just do this.

20 Judge, I ask that you take administrative notice
21 of 4CSR240-13.050 subsection 6, and that is the
22 discontinuance of service rule and that pertains to...

23 COURT REPORTER: I'm sorry. I'm having
24 trouble hearing you. Would you repeat that last
25 sentence?

1 MS. GIBONEY: And that pertains to withdrawing
2 or canceling disconnection notices that are
3 inadvertently issued for an amount in dispute.

4 JUDGE CLARK: Can you repeat the CSR citation?

5 MS. GIBONEY: Yes. 4CSR240-13.050, subsection
6 6.

7 JUDGE CLARK: Okay. I'll take official notice
8 of that.

9 Q. (BY MS. GIBONEY) So in accordance with that
10 rule, the company issued a disconnection or cancellation
11 notice?

12 A. Yes.

13 Q. So that was July 13th. I think we covered
14 this, but if you look at page 7 of Ameren Missouri
15 Exhibit 103C, the bill statements for this account.

16 A. Yes.

17 Q. Was a new bill statement issued on July 12th?

18 A. Yes.

19 Q. And what were the dates of service?

20 A. From June 10th through July 10th.

21 Q. All right. And what was the total amount due
22 under that bill?

23 A. 622.32.

24 Q. Now, at the end of July, if we look at the
25 contacts, did an energy assistance agency to call the

1 company to inquire about the status of Mr. Scott's
2 account? And I'm referring to Exhibit 105C.

3 A. Yes. On page 5, there was an indication on
4 July -- on July 31st that an inquiry was made through
5 Community Action Agency of St. Louis County through our
6 energy assistance online portal.

7 Q. Tell us about what an agency can learn about
8 an account when they go through the online portal?

9 A. They could find out whether the account is in
10 collections or not in collections. They can find the
11 total balance, the past due balance, any disconnection
12 notice information and a variety of other things. They,
13 basically, can actually look at the bill as well. So
14 any information that would be on the energy statement,
15 the agency has access too.

16 Q. Does a portal inquiry indicate that the agency
17 has made a pledge toward an account?

18 A. No.

19 Q. If the agency makes a pledge, will that be
20 noted in the call contacts?

21 A. No.

22 Q. So this is just a question?

23 A. Correct.

24 Q. On 7/31, was Mr. Scott's account in threat of
25 disconnection?

1 A. No.

2 Q. And why was that?

3 A. Because we had suspended \$198.06 and removed
4 them from collections upon receipt from the judge on
5 July 13th.

6 Q. Okay.

7 A. So at that point, as of July 13th, the account
8 was no longer in threat of disconnection.

9 Q. So then a few days later, if we go back to the
10 bill, the July 12th bill, when was this bill for
11 \$622.32 -- when was it due?

12 A. On August 2nd.

13 Q. Was that amount paid by the due date?

14 A. No.

15 Q. Was any amount paid towards the bill?

16 A. No.

17 Q. And did that cause a new disconnection notice
18 to be issued?

19 A. Yes.

20 Q. Let's look at Exhibit 113C. Is that
21 disconnection notice noted on that record?

22 A. It is.

23 Q. What's the date that it was issued?

24 A. The disconnection notice was issued on August
25 on 7th for 424.26.

1 Q. And can you explain to us why the
2 disconnection notice was for that amount?

3 A. Well, \$622.32 was the total amount that was in
4 arrears that was past due at that point, as of August 7,
5 so the 424.26 is the 622.32 less the \$198.06 we had
6 suspended because it's in dispute.

7 Q. Okay. So the 424.26 does not represent any
8 amount that was in dispute in this complaint?

9 A. That's correct.

10 Q. All right. Following the written
11 disconnection notice, did the company also make
12 automated calls to alert the complainant to the pending
13 disconnection more than 24 hours in advance?

14 A. You're referring to August?

15 Q. Yes, I'm sorry. I meant to say that, yes.

16 A. Yes.

17 Q. After the -- let me say it again.

18 After the August 7th disconnection notice advising
19 him more than ten days in advance that it might be cut,
20 was there a phone call or two?

21 A. Yes, we made outbound collection calls on
22 August 17th.

23 Q. Is that reflected in Exhibit 105C?

24 A. Yes, it is on page 5.

25 Q. And does that show that two calls were made?

1 A. Yes.

2 Q. One at 8:50 and one at 11:51?

3 A. Yes.

4 Q. Did Mr. Scott make any payment towards the
5 424.26 in order to avoid disconnection?

6 A. No.

7 Q. All right. And so was his service cut?

8 A. Yes, it was disconnected for nonpayment on
9 August 22, at approximately 12:27 p.m.

10 JUDGE CLARK: What page am I looking at?

11 WITNESS: Page 5 of 105C.

12 JUDGE CLARK: Thank you.

13 Q. (BY MS. GIBONEY) And in the meantime, had a
14 new bill statement gone out for the prior month's worth
15 of service? If we look at Exhibit 103C.

16 A. Yes. A bill was mailed -- or was generated
17 and sent for August 10th, 2018.

18 Q. All right. And generally speaking, what were
19 the amounts included in that bill?

20 A. The total balance due showed the prior balance
21 of 622.32 and then a total amount due of 717.80. I do
22 think it's important to note that any suspended charges
23 are not reflected on the billing statements, so although
24 the balance showed his arrears was 632.22 at that point,
25 also keep in mind that 198.06 of that was suspended, so

1 ...

2 Q. Let me ask you to clarify. You mean the
3 billing statement will not say there's a suspended
4 amount?

5 A. Correct. That's correct.

6 Q. It's going to say, "Prior to adjudication of
7 the complaint, this is how much we think is due"?

8 A. Correct, correct.

9 Q. So on August 22, after Mr. Scott's service was
10 discontinued, did the company receive another portal
11 inquiry from an assistance agency? If you look at
12 page 5 of 105C.

13 A. I'm sorry. I was on the wrong page. Yes.

14 Q. Okay. What time is that?

15 A. 3:23 p.m.

16 Q. All right. And then did the agency then make
17 a pledge?

18 A. They did. On page 4, you can tell in the
19 contact, it was noted that a pledge was made for \$300,
20 Summer ESIP Funds, which automatically issued -- if you
21 follow up the contacts, like I said, they're, kind of,
22 chronologically ordered backwards. A \$300 energy
23 assistance grant was received, a reconnection order was
24 issued, public pledge budget billing was started, they
25 also made a pledge of \$155 Heat Up St. Louis funds.

1 Q. So a total of \$455 was pledged?

2 A. That's correct.

3 Q. And that's -- that definitely covers the
4 424.26?

5 A. Yes.

6 Q. And that's the additional amount that it
7 covers? About \$30?

8 A. Correct.

9 Q. And what does that pay for?

10 A. The reconnection charge because that must be
11 paid up front before reconnection.

12 Q. Okay.

13 JUDGE CLARK: I'm just trying to follow along
14 here. So prior to the two assistance grants, the
15 balance was 718.80?

16 WITNESS: Yes. Minus the 198.06. Technically
17 that has been suspended because that amount is in
18 dispute.

19 JUDGE CLARK: So minus the \$300. Okay. All
20 right. I following now. The 155 doesn't come into play
21 until later?

22 WITNESS: Correct.

23 Q. (BY MS. GIBONEY) So if we look at page 9 of
24 the bill statements, I just want to make one clarifying
25 point, the entire 718.80, that was not due until what

1 date?

2 A. August 31st.

3 Q. Okay. So the prior balance was 622.32?

4 A. Yes.

5 Q. All right.

6 A. And so, to avoid confusion, there's also --
7 well, hopefully to avoid confusion, the statement under
8 the amount due -- because the 718.80 was due
9 August 31st; however, there is a statement that your
10 account has a past due balance of 632.22 and may be
11 subject to disconnection and the due date applies to the
12 current charges only, so the 8/31 due date was only for
13 the current charges and not the past due balance.

14 Q. Right, because it's past due.

15 A. Correct.

16 Q. But the disconnection notice only went out for
17 424.26?

18 A. Correct.

19 Q. All right. So now, let's look at the
20 September bill, page 11. So following up on the judge's
21 point, at this point, does the bill reflect that an
22 energy grant has been received?

23 A. Yes.

24 Q. And does it show that the MO Hustle Grant is
25 still pending?

1 A. Right.

2 Q. Okay. So because it's pending, it's not going
3 to come off of this total?

4 A. That's right.

5 Q. But it does reflect that everyone knows that
6 that pledge has been made?

7 A. Right.

8 Q. And in addition, was a payment received from
9 the complainant?

10 A. Yes.

11 Q. What date?

12 A. Last payment is 9/5/2018 for \$66.

13 Q. Okay. So those events all preceded the
14 current charges and details?

15 A. Yes.

16 Q. Okay. So let's talk about the current charges
17 and details. What were the current charges for service
18 on this 9/11 bill?

19 A. Well, as I mentioned, once he received the
20 pledge, he was put back on budget billing, so his budget
21 bill amount is \$100 for the statement dated 9/11. And
22 when you -- of course -- and then his prior balance of
23 382.80 gives the total amount due of 484.79.

24 Q. Right. And since this is the first of a new
25 budget-bill cycle, I guess?

1 A. I was thinking cycle.

2 Q. There was basically \$20.83 more charged under
3 the \$100 charge than he had in current charges?

4 A. Correct. So after paying this bill, he would
5 be ahead by that of 22.83 on budget billing.

6 Q. So if he settled up the next day, we would
7 take the \$20.83 off whatever his current charges were?

8 A. Correct.

9 Q. So then the 9/11 bill, what was the total
10 amount due?

11 A. 484.79.

12 Q. And when was that due?

13 A. October 2nd.

14 Q. Okay. Were any payments received by the due
15 date, or was the full amount paid by the due date?

16 A. No.

17 Q. Was any amount paid by the due date?

18 A. Well, other than the energy assistance payment
19 of 155. That -- when it's pending, we haven't received
20 an actual check from the agency yet, so we received an
21 actual check from the agency on September 26th.

22 Q. And I believe you may recall some testimony
23 from Mr. Scott and his belief that, somehow, the company
24 put back on his bill the exact amount of an energy grant
25 that he had received. So if we could just walk through

1 how we get from the 9/11 \$484.79 and then we take off
2 the energy grant, and then we have a budget billing
3 amount. Can we walk through that?

4 A. Uh-huh.

5 Q. Okay. So if we start with this previous
6 statement of 44.79 and we're going to reduce that by
7 155; right?

8 A. 44.79.

9 MS. GIBONEY: I'm on page 13, Judge.

10 A. Minus 155.

11 Q. (BY MS. GIBONEY) What does that give us?

12 A. Well, I don't think I know how to use this
13 calculator.

14 Q. Do you want to use your phone?

15 A. Yes.

16 JUDGE CLARK: Can I ask a question in the
17 meantime that might clear some of this up for me? So
18 when the \$155 energy grant is received and budget
19 billing is in effect and he's using less energy than the
20 \$100 of budget billing, so \$100 of that \$155 goes
21 straight towards the budget billing?

22 WITNESS: No.

23 JUDGE CLARK: Okay. So how does that work
24 then because that's throwing me?

25 WITNESS: Okay. So he had a total amount due

1 of 484.79.

2 JUDGE CLARK: Yes.

3 WITNESS: And in addition to that, he's also
4 ahead by \$20.83.

5 JUDGE CLARK: After the payment of the 9/11
6 statement?

7 WITNESS: Exactly. So once that payment is
8 received -- so the 155 went towards the 484.79, which
9 brings us down to 329.79. So he still had 329.79 that
10 was on the 9/11 statement on October 2nd after he
11 received the energy assistance grant.

12 JUDGE CLARK: Is there a reason, if he's on
13 budget billing, that that's applied just towards the
14 arrearage and not towards his --

15 WITNESS: The way our payments posted, yes.
16 Any payments that come in are posted to arrears before
17 they would be posted to anything to do with budget
18 billing, so we've got a posting --

19 MS. GIBONEY: May I clarify a question?

20 JUDGE CLARK: Yes.

21 MS. GIBONEY: The pledge was made prior -- in
22 order to pay enough of his past due balance for which he
23 was disconnected; correct?

24 WITNESS: Yes.

25 MS. GIBONEY: The pledge was made partly to

1 pay off his past balance?

2 WITNESS: That's correct.

3 JUDGE CLARK: I saw that listed as \$300, and
4 then there was 155 that was coming down the pipe. I'm
5 just wondering why isn't this applied -- if his budget
6 bill is meant to spread this out, why is this applied to
7 the budget billing?

8 WITNESS: Well, budget billing is designed to
9 be a 12-month program, so we wouldn't make any changes
10 and we don't apply any payments that come in to budget
11 billing deferred balance unless -- I mean, as a rule, we
12 do not. So any budget billing deferred balance stays as
13 a deferred balance regardless of what types of payments
14 come in. It's not our practice to -- if a payment comes
15 in, to apply it to a deferred balance. We would apply
16 it to arrears and the current bill due. I'm not sure if
17 I'm explaining that.

18 JUDGE CLARK: I think you are. I'm sorry.
19 I'm just not an accountant or a numbers person, so bear
20 with me while I process this. So it pays towards
21 whatever the current bill is and then against arrearage,
22 or if have I got that backwards? Against any arrearage
23 first --

24 WITNESS: Arrearage first, yes.

25 JUDGE CLARK: And then the current bill?

1 THE WITNESS: Correct.

2 JUDGE CLARK: Okay. Go on.

3 Q. (BY MS. GIBONEY) And that 329.79, that's
4 exactly what's reflected in the prior balance on
5 page 13; correct? Page 13 of the energy statements?

6 A. Yes. So basically, right. At the time that
7 he was disconnected for nonpayment, he needed \$454 for
8 reconnection, which was his full past due balance plus a
9 \$30 reconnection fee, so the agency pledged \$455. \$300
10 of it was summer ESIP, and \$155 was from another type of
11 funding. So that \$455, basically, was paying everything
12 to get him caught up so that we can reconnect him in
13 August.

14 So it can be confusing with pledges coming in
15 because we don't receive that money right away, but
16 once that 155 was -- once we received the payment for
17 it, it came in with that past due balance in August.

18 JUDGE CLARK: Okay. So everything that would
19 remain on his bill after that was after August?

20 WITNESS: Correct. Yes.

21 Q. (BY MS. GIBONEY) Well, it wasn't arrearage.
22 It wasn't past due.

23 A. Right. It wasn't past due. It was on the
24 bill statement that came out September 11th.

25 Q. What I'm hearing the judge say is that

1 everything on the bill was a charge for after
2 August 9th. I don't believe that's correct. Let me ask
3 you this: Was just enough pledged to cover his
4 delinquent balance; right?

5 A. Yes. His past due balance as of August, which
6 would have been his -- wouldn't have been any charges
7 that were due in August. The charges would have been
8 due -- well, yeah, it would include the charges that
9 were due August 2nd.

10 Q. Okay. Through August 2nd?

11 A. Through August 2nd. So the pledges came in,
12 and they paid him up through August 2nd's due date, the
13 7/12 statement.

14 Q. Okay. All right.

15 JUDGE CLARK: Through August 2nd?

16 WITNESS: Yes.

17 JUDGE CLARK: Okay. Thank you.

18 Q. (BY MS. GIBONEY) And if we're looking at
19 page 13 of the bill statements, the bill dated 10/10,
20 there still is a \$329.79 prior balance, and at least
21 198.06 of that is the amount suspended; correct?

22 A. Yes.

23 Q. So just to clarify, when the judge asked if
24 that got him totally caught up, we still have that
25 suspended amount that's being carried along?

1 A. That's correct.

2 Q. And in the 329.79, we also had just the
3 immediate month's prior service charges?

4 A. Correct.

5 Q. Okay. All right. Okay. So the total amount
6 due 10/31 was, you said?

7 A. 430.28.

8 Q. Okay. What date was any amount paid, by
9 anyone, towards that bill by its due date?

10 A. No.

11 Q. All right. Was another disconnect notice
12 issued after the 10/31 due date?

13 A. Yes.

14 Q. Okay. Can you walk us through that?

15 A. Yes. Exhibit 113C, where we can see the
16 collection activity details in the second screen shot,
17 November 5th, a disconnect notice was issued in the
18 amount of 158.15.

19 JUDGE CLARK: I can see how this is confusing,
20 however, to Mr. Scott when you have something that says,
21 in the same three or four lines of the bill, it says,
22 "Your account is past due in the amount of \$430 and may
23 be subject to disconnection," and then it says shortly
24 thereafter, "Your budget billing balance is ahead 136.73
25 after paying this bill."

1 WITNESS: Yes.

2 Q. (BY MS. GIBONEY) But to clarify, he hadn't
3 been paying his bills; correct?

4 JUDGE CLARK: I understand that, but I can see
5 him looking at that --

6 WITNESS: Yes, I completely understand.

7 Q. (BY MS. GIBONEY) So the disconnection notice
8 was issued on 11/5; is that correct?

9 A. Correct.

10 Q. Were collection calls made on that amount, or
11 did Mr. Scott call and make other arrangements before
12 disconnection would have happened?

13 A. Mr. Scott made arrangements. There were not
14 collection calls made, no.

15 Q. And did you have contact with Mr. Scott on
16 11/19/2018?

17 A. Yes.

18 Q. Okay. And at that time, was the issue the
19 judge has raised about the budget billing balance ahead,
20 was that issue discussed specifically with Mr. Scott?

21 A. Yes, it was.

22 Q. And what did Mr. Scott ask you to do?

23 A. So I explained -- I completely agree that it
24 was confusing, and so he asked to come off budget
25 billing immediately. I explained to him why he was on

1 budget billing, and I explained to him it was because of
2 the energy assistance he had received several months
3 prior. That's why he was back on budget billing. I
4 completely understood his confusion, and he asked to be
5 taken off the budget billing immediately, and that's
6 normally not our practice, but in order to -- I do have
7 the ability, more so than an advisor does, to make
8 changes to the system at my level. So I decided to stop
9 the budget billing immediately instead of waiting until
10 the next billing cycle. So I stopped the budget billing
11 for him, and I explained that he would be receiving a
12 new statement with a new due date, so he would be
13 getting a corrected bill with a corrected due date, and
14 so that way, he could have that amount that he's
15 ahead -- was ahead on the budget billing immediately
16 credited to his account.

17 JUDGE CLARK: I want to back up for a second
18 here and back fairly substantially up to just to clarify
19 one thing for me again. So when someone signs for an
20 energy assistance grant through a third party, and that
21 third party has basically made some queries and decided
22 they're going to pay some money, that automatically
23 places them on budget billing?

24 WITNESS: Depending on the type of funds. If
25 it's government funds, yes, but this is just a

1 community-based assistance program.

2 JUDGE CLARK: And that third-party agency is
3 supposed to inform them that, "Hey, when you accept this
4 grant you will be placed on budget billing, but you may
5 take yourself off of it"?

6 WITNESS: That is the company understanding,
7 yes, but of course I'm not -- I couldn't speak for them
8 for sure.

9 JUDGE CLARK: No, I didn't ask you to speak
10 for a third party, but to the best of your
11 understanding, that what's it is?

12 WITNESS: That's my understanding.

13 JUDGE CLARK: So any time you get on energy
14 assistance grant, the customer who's receiving it is
15 automatically signed onto the budget billing?

16 WITNESS: If it's a government fund grant,
17 yes.

18 JUDGE CLARK: Okay.

19 WITNESS: So once that pledge goes into the
20 system, the system automatically sets up budget billing.

21 JUDGE CLARK: And that's not by any operation
22 of law? That's not tariff or anything else? That's
23 just --

24 WITNESS: To the best of my knowledge, I'm
25 not -- I couldn't answer that for sure if there's an

1 actual law or tariff as to why that's done.

2 JUDGE CLARK: Okay.

3 Q. (BY MS. GIBONEY) I want to back up just a
4 hair, too, and I want to ask you, when a disconnection
5 notice goes out and a customer has a budget-bill-ahead
6 amount, the disconnection notice does not include the
7 amount that they've been budget billed in excess of
8 their actual usage; correct?

9 A. That is correct.

10 Q. Okay. So it goes out in an amount that only
11 reflects their actual service charges that are in
12 arrears?

13 A. Correct.

14 Q. So no one's being punished for a
15 budget-bill-ahead amount that they haven't paid?

16 A. That is correct.

17 Q. Okay. So Mr. Scott called you on 11/19 and
18 asked you to stop budget billing?

19 A. Yes.

20 Q. And so if we look at page 17 of the bills, is
21 this the corrected bill that reflects that action?

22 A. Yes.

23 Q. All right. Could you walk us through the
24 amounts on this bill?

25 A. So for this bill, Mr. Scott was billed for his

1 current charges which were 37.34, plus the amount that
2 he was ahead on the budget billing from the previous
3 month's statement, which, actually, you would have to go
4 back two months for since he hadn't paid. So if you go
5 back to the page 13, his 10/10 bill, at that point, he
6 was ahead 74.07 after paying that bill. So the 74.07,
7 then, was credited to this account, which gave him a
8 credit amount of 36.73 from budget billing, and then, of
9 course, we added that to the prior balance, and that
10 leaves the amount due of 236.55 due 12/12.

11 Q. And the prior balance reflects that he did
12 make a payment on 11/16; correct?

13 A. That's correct.

14 Q. All right. So the balance amount due is going
15 down substantially from the earlier November bill in
16 part because he made \$159 payment, and in part because
17 he settled up on budget billing; correct?

18 A. Yes.

19 Q. And at this point, this amount due, 236.55,
20 these are just charges for service he has received and
21 not yet paid for; is that correct?

22 A. That is correct.

23 Q. And when was the 263.55 due?

24 A. December 12.

25 JUDGE CLARK: When you authorized him to come

1 off budget billing immediately, how does that square
2 with the budget billing on this 11/20 bill? Is that
3 just ...

4 WITNESS: Yes, so --

5 JUDGE CLARK: I mean, if he was ahead on that,
6 why am I seeing any budget bill amount there?

7 WITNESS: Because that's -- and that's how
8 it -- any time a budget billing is stopped, you're
9 always going to see a budget bill amount on the very
10 next bill, and it's going to include the full settlement
11 balance. So his full settlement balance after he
12 stopped budget bill for him on November 19th was a 33.76
13 credit.

14 JUDGE CLARK: That's the current charges minus
15 what he was ahead?

16 WITNESS: Correct.

17 JUDGE CLARK: That clears that up for me.
18 Thank you.

19 Q. (BY MS. GIBONEY) So the 246.55, that was due
20 when? Remind us.

21 A. 12/12.

22 Q. Okay. Was any payment received from Mr. Scott
23 by that due date?

24 A. I do believe so. Let me check. No.

25 Q. All right. Let's look at the last bill that

1 we have on page 19, and can you walk us through the
2 total amount due shown there?

3 A. Yeah, so since this is the first -- the second
4 bill after we've stopped budget billing since the first
5 bill that was the corrected bill after the final budget
6 bill amount. This is the bill for actual usage for
7 service from November 6th through December 9th. It's,
8 basically, his current energy charges plus the prior
9 balance with the total due of \$281.10 and a due date of
10 January 4th.

11 MS. GIBONEY: Judge, I believe that's all the
12 questions I have for this witness.

13 JUDGE CLARK: Cross from Staff?

14 MS. KLAUS: No questions.

15 EXAMINATION BY REGULATORY LAW JUDGE
16 BY JUDGE CLARK:

17 Q. Do you know if Mr. Scott's meters are
18 automatic reading meters?

19 A. Yes, sir, they are.

20 Q. Would you briefly explain to me the difference
21 between cold weather billing and budget billing.

22 A. Well, cold weather rule is a payment agreement
23 option that we're required under the cold weather rule
24 section in Chapter 13 to offer utility companies, and it
25 has nothing to do with how we bill customers. It has to

1 do with a balance that a customer has accrued that they
2 want to break into installments. So it's, basically --
3 the cold weather rule is a payment agreement. Now,
4 budget billing is just a method of billing a customer
5 for their usage. If they choose to know -- if they
6 choose to be billed for the average billing amount each
7 month -- so in a nutshell, budget billing is a payment
8 option that any customer has an option for. I'm on
9 budget billing. Any customer has an option to pay their
10 bills, which is a levelized payment plan.

11 A payment agreement would really only be
12 beneficial to a customer that has a large bill that
13 they're unable to pay in full, and they want to break
14 into monthly installments.

15 Q. So you can have both of those going on at once
16 as Mr. Scott did in 2017?

17 A. Yes, absolutely. And oftentimes, we find it's
18 preferable because it makes the customer easier to
19 manage. They know exactly how much their bill is going
20 to be every month with that set budget billing amount.

21 JUDGE CLARK: That's all the questions I have.
22 Thank you.

23 You can call your next witness.

24 MS. GIBONEY: I have no other witnesses,
25 Judge.

1 JUDGE CLARK: Okay. We have a number of
2 things that have been admitted and a number of things
3 that haven't been admitted, so ...

4 MS. GIBONEY: Can we run through?

5 JUDGE CLARK: I think this might be a good
6 time. Okay. I'm ready. I've got 108C not admitted.

7 MS. GIBONEY: That's correct.

8 JUDGE CLARK: Okay. I've got 109 offered and
9 admitted.

10 MS. GIBONEY: Correct.

11 JUDGE CLARK: 100 and 111C not offered.

12 MS. KLAUS: You took official notice.

13 MS. GIBONEY: You took official notice of
14 those since they were part of the record.

15 MS. KLAUS: Of 110C?

16 JUDGE CLARK: I guess I didn't realize those
17 were exhibits, so what is -- so those are the shut off
18 notices?

19 MS. GIBONEY: Yes.

20 JUDGE CLARK: Okay.

21 MS. GIBONEY: 6/7 notice was the one that was
22 attached to Mr. Scott's complaint and the 7/9 notice was
23 the one that was attached to the ...

24 COURT REPORTER: I'm sorry. Can you repeat
25 that?

1 MS. GIBONEY: And the 7/9 notice was the one
2 that was attached to Mr. Scott's -- to the notice of
3 extra record communication.

4 JUDGE CLARK: Okay. That clears that up for
5 my. 112C, was that offered?

6 MS. GIBONEY: No.

7 JUDGE CLARK: 115C was offered? Yes, it was
8 offered in the record. 116C?

9 MS. GIBONEY: That was the response to
10 discovery.

11 JUDGE CLARK: Okay. I've got that. 117 was
12 the deferred payment letter?

13 MS. GIBONEY: Yes.

14 JUDGE CLARK: Probably should have started a
15 at 100. That would have been better. 100 was offered
16 and admitted?

17 MS. GIBONEY: Could you say that again?

18 JUDGE CLARK: 100 was offered and admitted.

19 MS. GIBONEY: I don't believe 100 --

20 JUDGE CLARK: Account activity for -- I
21 thought that was.

22 MS. KLAUS: I don't show that, and I think
23 that's the difference between the chart and the
24 invoices; right?

25 MS. GIBONEY: No, I don't believe we offered

1 100C.

2 JUDGE CLARK: Okay. So that was not offered?

3 MS. GIBONEY: I don't think we even looked at
4 it, no.

5 JUDGE CLARK: Okay. 101 was not offered?

6 MS. GIBONEY: Correct.

7 JUDGE CLARK: So 102, 103, 104 and 105 were
8 all offered and admitted.

9 MS. GIBONEY: Yes.

10 JUDGE CLARK: And 106 and 107 were not
11 offered.

12 MS. GIBONEY: Correct.

13 JUDGE CLARK: Okay. Do you have anything
14 further you want to present?

15 MS. GIBONEY: No.

16 JUDGE CLARK: Okay. Staff?

17 MS. GIBONEY: Just questions about follow-up,
18 what we might like the parties to do, if anything?

19 JUDGE CLARK: Well, Staff still gets to
20 present.

21 Staff, if you wish to call in witnesses, I guess.

22 MS. KLAUS: Yes, we would like to call one of
23 the persons who investigated the complaint just to get
24 that into the record rather than take official notice if
25 everybody doesn't mind practicing some the patience with

1 us. We'll try to be quick. So Staff calls Dana Parish.

2 JUDGE CLARK: Ms. Parish, will you please
3 state and spell your name for the record.

4 MS. PARISH: Dana Parish, D-a-n-a,
5 P-a-r-i-s-h.

6 JUDGE CLARK: Will you please raise your right
7 hand, Ms. Parish.

8 (The witness was sworn.)

9 DANA PARISH,
10 of lawful age, being first duly sworn to tell the truth,
11 the whole truth, and nothing but the truth, testified as
12 follows:

13 DIRECT EXAMINATION

14 QUESTIONS BY MS. KLAUSS:

15 Q. Good afternoon, Ms. Parish. You have stated
16 and spelled your name for the record. May I please ask
17 you by whom you are employed and in what capacity?

18 A. With the Public Service Commission in Customer
19 Experience Department as a Missouri policy analyst.

20 Q. And did you contribute to the staff report in
21 this matter that's been marked as Exhibit 200C?

22 A. Yes.

23 Q. Do you have any changes or corrections to that
24 report?

25 A. No, I do not.

1 Q. And the information contained in that report
2 is true and correct to the best of your knowledge?

3 A. Yes.

4 MS. KLAUS: I move for admission of Exhibit
5 200C.

6 JUDGE CLARK: Any objection to 200C on the
7 record?

8 MS. GIBONEY: No objection.

9 MS. KLAUS: I submit the witness for cross.

10 JUDGE CLARK: Exhibit 200C is admitted onto
11 the report.

12 Any cross-examination from Ameren Missouri?

13 MS. GIBONEY: No cross, Judge.

14 JUDGE CLARK: Okay. I have no questions.

15 THE WITNESS: Thank you.

16 JUDGE CLARK: You are excused.

17 THE WITNESS: All right. Thank you, sir.

18 JUDGE CLARK: Okay. So you had mentioned --
19 is there anything further from Staff?

20 MS. KLAUS: There's nothing further.

21 JUDGE CLARK: All right. When are transcripts
22 going to be available?

23 COURT REPORTER: When do you need them? I
24 believe the notice said February 1st. Is that correct?
25 That's about two weeks from now.

1 JUDGE CLARK: I think that would be fine. I'm
2 not asking for expedited transcripts.

3 All right. You had started to address something.
4 What were you addressing?

5 MS. GIBONEY: I apologize. I forgot Staff had
6 not put on the registry. I was just going to ask about
7 follow-up schedule and that kind of thing?

8 JUDGE CLARK: Do you want there to be a
9 schedule?

10 MS. GIBONEY: I'm happy to brief the
11 Complainant if you would like us to. I don't have a
12 preference.

13 JUDGE CLARK: I turned town assistance on this
14 last time. I'm sorry that I did. So if the parties
15 would like to present, and I will issue an order to the
16 effect so that Mr. Scott also has a opportunity to
17 submit briefs, if he would like. I don't want anything
18 complicated, but just an explanation as to why Mr. Scott
19 was or was not overbilled, or was or was not
20 inappropriately placed on budget billing. That would be
21 sufficient.

22 MS. KLAUS: Judge, if I may, would you
23 entertain a verbal motion from Staff to be excused from
24 that brief? I can't imagine we would be able to include
25 much more than what's included on our staff report.

1 JUDGE CLARK: I would grant that motion.

2 MS. KLAUS: Thank you.

3 JUDGE CLARK: With that in mind, is there
4 anything else that needs to come before the Commission
5 today?

6 Ameren?

7 MS. GIBONEY: Judge, I just wanted to make
8 sure --

9 JUDGE CLARK: We should set a due date for
10 briefs.

11 MS. GIBONEY: Well, that's true. Well,
12 Mr. Scott had raised the discovery-related concerns and
13 I would also just take -- I think you said that would be
14 taken up with the case?

15 JUDGE CLARK: I will be ruling on that with
16 the case.

17 MS. GIBONEY: Okay.

18 JUDGE CLARK: And what I mean by that --
19 because the thing is, when I received the supplemental
20 complaint, or when I saw it had been filed as a
21 supplemental complaint, I remember from the prehearing
22 conference that Mr. Scott had indicated that he believed
23 there were other additional amounts in dispute, and I
24 said, "Well, not in regard to this complaint, there are
25 not." And I said, "You would need to file another

1 complaint." But I was confused when I saw this one had
2 the exact same amount in dispute listed, and I asked him
3 to clarify that.

4 I think it's been somewhat satisfactorily
5 addressed to me, but if -- if the discovery were to
6 resolve that he has not received proper discovery, then
7 I think the appropriate remedy in this case would be
8 that the case is -- that this supplemental complaint is
9 broken out into its own separate complaint, which I
10 think is what he intended in the first place; but as of
11 right now, I think I'll just probably rule on the
12 discovery issue as part of the case.

13 MS. GIBONEY: Very good.

14 JUDGE CLARK: And that would be determinant on
15 whether or not this supplemental complaint is broken out
16 into its own separate complaint or whether it's
17 considered a supplemental complaint has fully addressed
18 by this hearing.

19 Did that make sense?

20 MS. GIBONEY: I think it does, yes.

21 JUDGE CLARK: Okay. I don't know a clear way
22 to put it at this point in time.

23 Are there any other matters that need to come
24 before the Commission at this time? Staff?

25 MS. KLAUS: None at this time, Judge.

1 JUDGE CLARK: We have adjourned. We are off
2 the record.

3 (Thereupon, the hearing concluded at 3:17 p.m.)
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1 -REPORTER'S CERTIFICATE -

2
3 I, Angie Schlotzhauer, a Certified Court Reporter
4 within and for the State of Missouri, do certify that I
5 was present at The Public Service Commission, 111 North
6 7th Street, Suite 105, St. Louis, Missouri 63101, on
7 the 18th day of January, 2019; that thereafter, a
8 hearing was held, commencing at the hour of 8:57 in the
9 morning; that all proceedings which then transpired
10 were contemporaneously reduced to writing by me, and
11 that the foregoing pages are a true and accurate
12 transcript of the record of proceedings made by me at
13 that time.

14 IN WITNESS WHEREOF, I have hereunto set my hand
15 this 28th of January, 2019.

16
17 /s/ Angie Schlotzhauer
18 _____

19 Angie Schlotzhauer #1429 (T)
20 Certified Court Reporter within
21 and for the State of Missouri
22
23
24
25

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