

FILED

JAN 27 2005

Missouri Public  
Service Commission

January 24, 2005

Missouri Public Service Commission  
Consumer Services  
P.O. Box 360  
Jefferson City, Missouri 65102

Re: WESLEY v. KCP&L

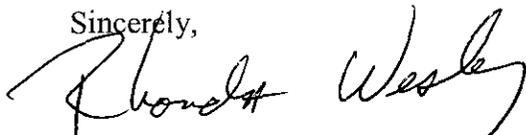
Dear Madam/Sir:

The enclosed seeks to receive the commission's decisions in a dispute that has been ongoing since September 2004.

The most recent act of the respondent is the demand for a deposit without written notice nor explanation for doing so. The illegal demand for privileged information in exchange for electrical service; the refusal to reconnect service when requested to do so; improper delivery of notice of disconnect; unprovided information on the rights and responsibilities of the utility company and its' customers, are just a few of the claims. Presently, there is a notice of disconnect pending if the deposit is not immediately paid by the complainant.

Any final, yet fair, adjudication by you on this matter is appreciated.

Sincerely,



Rhonda Wesley  
P.O. Box 7796  
Kansas City, Missouri 64128  
(816)729-7971

ENC.: 1 original Petition  
8 COPIES

FILED

JAN 27 2005

IN THE STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

Missouri Public  
Service Commission

RHONDA WESLEY,  
Complainant

PETITION FOR RELIEF  
AND REDRESS

vs.

Case No.:

KCP&L,  
Respondent

**PETITION FOR RELIEF AND REDRESS**

COMES NOW, the complainant, Rhonda Wesley, who hereby submits this petition and formal complaint, and does hereby state the following:

I. Statement of the Facts:

1. Jurisdiction of the commission is based on the complainant being an account holder of the respondent's utility business doing business within the jurisdiction of Kansas City, Missouri.
2. On September 16, 2004, on the outside grounds of the complainant's former residence of 5120 Garfield, Kansas City, Missouri, the complainant discovered a doorhanger from the respondent denoting that the electrical service to said address would be disconnected if the complainant did not provide: (1) proof of prior address; (2) copies of rental and/or ownership documents; and (3) photo identification. The respondent demanded that the privileged information be forwarded before September 17, 2004.

3. On Monday, September 20 at about 1:20p.m., the respondent disconnected the electrical service to the complainant's residence and left an accompanying doorhanger that such was disconnected.
4. After repeated tries by telephone from the complainant to the respondent on the afternoon of September 20, the complainant was contacted by "Kelly", the respondent's agent with no other name nor employee i.d. given.
5. The agent demanded that the complainant fax copies of "privileged information in the form of: (1)a lease agreement; (2)a driver's license; and (3)a social security card. This agent insisted that service would not be restored until said material was faxed.
6. The complainant queried the right of the respondent to make such demand and informed this agent that the respondent's notice for this information was just recently received, that neither notice nor justification for such was sent to the complainant otherwise.
7. The respondent's agent stated that the electrical power would not be reconnected unless said information was provided and faxed.
8. The complainant informed said agent that the complainant expected the power to be restored immediately upon receipt of the material demanded, thereof.
9. At about 5:00p.m., on September 20, the complainant faxed readable copies of the requested material to the fax number given by the respondent.

10. On September 21 at about 2:00p.m., the complainant contacted the respondent and was informed by such that the complainant's faxed material was not received. The complainant has verification that such fax transmission was successful.
11. On Wednesday morning, September 22, the complainant contacted by phone the Public Service Commission of Missouri.
12. That same afternoon, an agent from the commission, who would only identify herself as "Beverly", called the complainant. This agent informed the complainant that the matter would be handled by her in addressing the respondent. This agent further stated that the complainant's faxed information to the respondent was unreadable, although she made no mention of the respondent's September 21 assertion that the material was not received. The commission's agent then requested of the complainant to fax copies of the material sent to the respondent to be faxed to her.
13. On Thursday morning, September 23, the complainant faxed via long-distance readable copies of the same information to the commission's agent as requested. That same afternoon, the complainant initiated contact with this agent who stated that she concurs with the respondent, in that copies of the material faxed were unreadable, and that "alterations" made on the complainant's lease agreement make the lease unlawful.

14. The "alterations" referred to by these agents are handwritten notes made to the complainant's lease upon consideration.
15. During this discussion, the commission's agent insisted that the complainant convey her social security number to this agent, as well.
16. After repeating the comment that the complainant's lease is not a legal contract because it has "alterations", the commission's agent then asks for the landlord name and phone number of the complainant, of which both were supplied.
17. On Friday morning September 24, the complainant attempted phone contact with the commission's agent, but to no avail. That afternoon, the commission's agent left a voicemail on the phone of the complainant. This agent stated that she "could not force the respondent to accept the lease", as given. This agent now made issue as to why the lease language refers to the option of two people in said residence. This agent stated that if there is a second person, that person's information must be brought forth, i.e., more privileged information to convey to both entities. This agent made no further mention as to her earlier contention of September 22 that the complainant's faxed documents were unreadable.
18. With intentional malice, the respondent discontinued the service of the complainant just one day after substantial payment was made by the complainant on September 19.

19. The complainant requested of respondent's agent's, on two separate occasions, written information that summarizes the rights and responsibilities of the respondent and the customers. However, neither agent knew of such information nor could provide such to the complainant.
20. The complainant has maintained an account with the respondent for several months without incident nor demand for privileged information at the commencement of service.
21. Albeit, the matter was adjudicated by a court in a perfunctory matter, no legal opinion was written by the court.

II. Statement of the Claims:

1. The complainant protests against the respondent's imposition of a deposit without written notice to require a deposit pursuant to 4 CSR 240-13.030. On December 28, 2004, the complainant disputed the imposition of said deposit according to 4 CSR 240-13.045. The respondent continues to disregard said written dispute and send notice of discontinuance. The complainant seeks redress if the respondent is found not to have adhered to law for such, 4 CSR 240-13.030.
2. The complainant seeks that the respondent be ordered to justify its demand for entitlement to the privileged information and the manner it was acquired from the complainant; and the complainant seeks that the respondent justify its' right to discontinue the service of the complainant based upon such demand and manner.

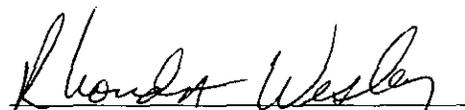
3. The complainant seeks that the respondent be ordered to permanently keep the complainant's electrical service connected so long as the complainant's payments are made.
4. The complainant seeks that if the respondent is found to not have adhered to binding law and procedure in this matter, that the respondent be enjoined from using any and all parts of said privileged information for any purpose or intent whatsoever.
5. The complainant seeks that the respondent be ordered not to further any attempts to harass nor intimidate the complainant with further threats of discontinuance when the complainant exercises her rights accordingly.
6. The complainant seeks that the respondent return all original faxed materials and purge from its' records all privileged information previously demanded thereof. Additionally, the complainant seeks a written and confirmed statement from the respondent that such relief has been adhered to, subject to review and penalties.
7. The complainant seeks that the respondent offer a utility office open to the general public to make available upon request, written information that tells the rights and responsibilities of the respondent and its' customers pursuant to 4 CSR 240.13.040(3).
8. The complainant seeks that timely and legal notice of discontinuance is sent to the complainant and that all administrative and legal requirements for discontinuance are fulfilled and performed accordingly by the respondent's agents. If found liable for violations pursuant to 4 CSR

240.13-050, discontinuance of service (or any other applicable rule), the complainant seeks redress and remedy for all injuries.

9. The complainant demands that the respondent come forth and give its' showing and justification for any claims it contends against the complainant.
10. If found liable, the complainant seeks redress for not providing written information which gives the rights and responsibilities of a utility, its' customers, and that such be available at all times upon request as required by 4 CSR 240-13.040(3).
11. If found that the respondent failed to adhere to controlling law as it relates to disputes and their handling, i.e., 4 CSR 240-13.045 (and all other applicable law), the complainant seeks all available remedies and redress under the law.
12. If found liable to have violated rules pursuant to Notices of Discontinuance, and the act of discontinuance, the complainant seeks remedy and redress.
13. The complainant seeks redress if the respondent is found liable for not reconnecting service when requested to do so by the complainant and according to prevailing law and rules.
14. The complainant seeks redress and remedy from the commission if found that its' agent, "Beverly" was neglectful and remiss in performing, informing, writing, and resolving the complainant's claims pursuant to 4 CSR 240-13.070(4), and all other rules accordingly.

15. The respondent failed to reconnect the services of the complainant at the aforesaid residence. Upon the complainant's relocation to another residence, the respondent began the process again, but added the additional attempt to collect a deposit as stated.
16. The complainant seeks all damages, costs, court costs, attorney fees, and punitive damages as normally entitled to under the law and in equity.

WHEREFORE, the complainant requests that the commission adjudicate the matter in a fair and reasonable manner, and that all appropriate remedies be granted under the law and in equity.

  
Rhonda Wesley  
P.O. Box 7796  
Kansas City, Missouri 64128  
(816)729-7971

CERTIFICATE OF SERVICE

This serves to certify that the foregoing petition and cover letter were sent via United States Postal Service, first-class mail, postage prepaid to:

Jeanie Sell Latz, Esq.  
Registered Agent for KCP&L  
1201 Walnut  
21<sup>st</sup> Floor  
KCMO. 64106  
(816)556-2418

  
Rhonda Wesley