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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS
Evidentiary Hearing
October 12, 2017
Jefferson City, Missouri
Volume 2

JERRELD FISHER,)
)
Complainant,)
)
Vs.) File No. EC-2017-0281
)
UNION ELECTRIC COMPANY,)
D/B/A AMEREN MISSOURI,)
)
Respondent.)

MICHAEL BUSHMANN, Presiding,
REGULATORY LAW JUDGE.

REPORTED BY:
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1 P R O C E E D I N G S

2 (WHEREUPON, the evidentiary hearing
3 began at 9:15 a.m.)

4 JUDGE BUSHMANN: Good morning. Today
5 is Thursday, October 12th, and the time is
6 approximately 9:15 a.m. The Commission has set
7 this time for an evidentiary hearing in Jerreld
8 Fisher, Complainant, versus Union Electric Company,
9 d/b/a Ameren Missouri, Respondent, File
10 No. EC-2017-0281.

11 Let's have the attorneys make their
12 entries of appearance. Mr. Jerreld Fisher was
13 originally scheduled to appear from -- by video
14 conference from the Commission's office in
15 St. Louis, Missouri, but as of this time he has not
16 yet appeared. Appearing for Ameren Missouri?

17 MS. GIBONEY: For Ameren Missouri,
18 I'm Sarah Giboney of the law firm Smith Lewis, LLP.
19 Our address 111 South Ninth Street, Columbia,
20 Missouri 65201.

21 JUDGE BUSHMANN: Thank you.
22 Commission Staff?

23 MS. MERS: Nicole Mers appearing on
24 behalf of the Staff. My information has been
25 provided to the court reporter.

1 JUDGE BUSHMANN: I don't think
2 there's anybody here from Public Counsel.

3 My name is Michael Bushmann. I'm the
4 Regulatory Law Judge that will be presiding over
5 this hearing. The parties have agreed to waive
6 opening statements, so I think it will probably be
7 best to skip over all that information, and there
8 are a couple of preliminary matters that I did want
9 to bring up.

10 Ameren Missouri made a motion to
11 dismiss the case in its answer, which I deferred a
12 ruling on at the procedural conference. The
13 standard for reviewing a motion to dismiss is
14 solely a test of the adequacy of Mr. Fisher's
15 complaint to see if it alleges violation of state
16 law, Commission rule or tariff.

17 The complaint does make such an
18 allegation, so the motion to dismiss is denied.
19 Ameren Missouri is correct that the Commission does
20 not have the authority to rule on Mr. Fisher's
21 constitutional or federal claims or award any money
22 damages, but the facts on which all the claims are
23 based are intertwined, so it would not be proper to
24 dismiss the entire complaint.

25 Also with regard to Staff's

1 investigation report, that was filed as highly
2 confidential, but since no person has asserted that
3 it should be designated as confidential under the
4 new rule and I don't find anything particularly
5 sensitive in it, the staff report and any testimony
6 concerning the report will not be designated as
7 confidential. However, parties can still make
8 specific requests that individual information be
9 maintained as confidential. The same theory would
10 go for any evidence provided by Ameren Missouri so
11 that the Commission will be able to write a
12 coherent order.

13 Did any of the parties have any other
14 issues they need to bring up at this point or any
15 matters that need to be discussed before we proceed
16 to testimony?

17 MS. GIBONEY: No, Judge.

18 JUDGE BUSHMANN: Since we're skipping
19 over Mr. Fisher's testimony, the next testimony
20 would be by Staff. Mr. Edwards.

21 MS. MERS: Yes. Staff calls Justin
22 Edwards.

23 (Witness sworn.)

24 JUDGE BUSHMANN: You may be seated.

25 JUSTIN EDWARDS testified as follows:

1 DIRECT EXAMINATION BY MS. MERS:

2 Q. Mr. Edwards, can you please state and
3 spell your name for the record.

4 A. Justin Edwards, J-u-s-t-i-n, last
5 name is spelled E-d-w-a-r-d-s.

6 Q. And where are you employed and in
7 what capacity?

8 A. The Missouri Public Service
9 Commission as a Consumer Services Coordinator.

10 Q. Are you the same Justin Edwards who
11 prepared or caused to be prepared the staff report
12 that's been marked as Exhibit 100?

13 A. Yes.

14 JUDGE BUSHMANN: Can you hold on for
15 just a moment?

16 MS. MERS: Sure.

17 JUDGE BUSHMANN: It appears
18 Mr. Fisher may be arriving. Let's go off the
19 record.

20 (AN OFF-THE-RECORD DISCUSSION WAS
21 HELD.)

22 JUDGE BUSHMANN: We're back on the
23 record. We took a short intermission because
24 Mr. Fisher has arrived and is participating in the
25 hearing at this point. He is appearing from -- by

1 video conference from the St. Louis office of the
2 Commission.

3 The parties did agree to waive
4 opening statements, but I think since Mr. Fisher is
5 now participating, it will be wise for me to make a
6 few brief comments about the procedures that we're
7 going to follow today.

8 The issue in the hearing is whether
9 Ameren Missouri violated any state law, Commission
10 rule or company tariff relating to billing,
11 disconnection of service, or reconnection of
12 Mr. Fisher's electric service. I'm first going to
13 take the testimony of Mr. Fisher, and then he will
14 have the opportunity to provide additional
15 information. Staff and Ameren Missouri will then
16 present testimony from their witnesses. Each party
17 will have the right to ask questions of the
18 opposing parties' witnesses.

19 Mr. Fisher, do you have any questions
20 about the procedures that we're going to follow
21 today?

22 MR. FISHER: Well, yes, sir, I do
23 have a couple of questions. I know that you are
24 presiding over this, and the last time we went off
25 the record and I was trying to find out whether or

1 not there would be opportunity to discuss the
2 issues regarding this monopoly and their obligation
3 to those served.

4 JUDGE BUSHMANN: That's probably
5 beyond the scope of the issues that were presented
6 in your complaint.

7 MR. FISHER: Well, what, sir, is the
8 crux of this particular effort? What are we here
9 to determine? Before I know we had had a proposed
10 meeting about a procedural, but is this a
11 continuation of that particular --

12 JUDGE BUSHMANN: No. This is an
13 evidentiary hearing in which you have the
14 opportunity to present evidence on issues that the
15 Commission has the authority to determine, and
16 those issues relate to billing, disconnection of
17 service and the reconnection of your service,
18 whether or not that violated any state law or
19 Commission rule.

20 MR. FISHER: All right. You can
21 proceed, sir. I'm prepared to listen.

22 JUDGE BUSHMANN: Do any of the other
23 counsel have any questions about any of the
24 procedures?

25 MS. GIBONEY: No, Judge.

1 JUDGE BUSHMANN: All right.

2 Mr. Fisher, we'll start with your testimony. Would
3 you please raise your right hand.

4 (Witness sworn.)

5 JERRELD FISHER testified as follows:

6 QUESTIONS BY JUDGE BUSHMANN:

7 Q. Could you please state your name and
8 spell your first and last name.

9 A. Jerreld Fisher, J-e-r-r-e-l-d,
10 Fisher, F-i-s-h-e-r.

11 Q. Where do you currently reside?

12 A. I reside at 301 South Grand
13 Boulevard, Apartment 301, 63103.

14 Q. And how long have you lived at that
15 address?

16 A. Since the 16th of August in 2016.

17 Q. Have you ever been a customer of
18 Ameren Missouri?

19 A. About 30 years, 40 years, something
20 like that.

21 Q. You claim that the bills for service
22 sent to you by Ameren Missouri are incorrect.
23 Could you explain why you think that those bills
24 are wrong?

25 A. Well, I think the one for Euclid

1 Avenue is incorrect, possibly identity theft. I've
2 never lived at the Euclid address nor requested
3 service at the Euclid address, and a very short
4 time at the 5103 Page address. So to find an
5 enormous bill from two locations with simultaneous
6 usage was ridiculous to me.

7 **Q. Any other reasons why those billings**
8 **were incorrect?**

9 A. I also had service at 2519 St. Louis
10 Avenue at the time of these same allegations. So
11 that would make me have service at three locations
12 that I've been charged for.

13 The other thing was, inasmuch as my
14 income dictated that I was unable to pay the amount
15 that was charged to me, that after a long period of
16 times, about two years, I relented and, based on my
17 monthly income, Argon Collections asked me if I was
18 able to pay \$50 a month. And I accepted the
19 responsibility and made two payments to them, which
20 was not honored.

21 **Q. Anything further you want to add**
22 **about the billing dispute?**

23 A. Yes, sir. They constantly made
24 demand upon me for the large amount of money, some
25 \$4,800. I have been for the last eight years

1 living below the poverty line on \$750 a month. So
2 I was completely unable -- it could have been a
3 billion dollars. I wouldn't have been able to pay
4 it, and wasn't able to pay it when it was \$4,8000.
5 So basically I was prohibited by the magnitude of
6 the billing, which was questionable, from paying it
7 and restoring service.

8 **Q. You've also alleged that Ameren**
9 **Missouri's disconnection of service at your**
10 **St. Louis Avenue property and the company's refusal**
11 **to reconnect electric service were improper. Why**
12 **do you think so?**

13 A. Well, we're talking about fiduciary
14 duty. There is a fiduciary duty by AmerenUE being
15 a monopoly and the only source of power in this
16 location. We have not come to deregulation yet, so
17 there is no an availability of power from anyone
18 else. If I'm not able to get power from AmerenUE,
19 I'm not able to get power, period.

20 I only live one mile from the
21 Mississippi River. If you cross the Mississippi
22 River into Illinois, there are five or six electric
23 companies. If there was a conflict, I would have
24 alternative to go to one of those, receive the same
25 power from a different company. I don't have that

1 availability in St. Louis because of the monopoly.

2 If they are a monopoly and they
3 receive benefit of being a monopoly, which is they
4 pass on rate increases, they pass on all manner of
5 things to the customer and to the state, and if I
6 have no place to get electric from anyone else,
7 they have a fiduciary responsibility to me to make
8 some path available to have my power restored.

9 I have taken -- I had assumed the
10 billing and taken responsibility, which I thought
11 was wrong, with a collection agent which they
12 refused to honor and still I have no power. So I
13 don't know what more I can do, and nobody's willing
14 to make a judgment about fiduciary responsibility
15 and access to power.

16 **Q. Anything further you wanted to add**
17 **about disconnection or reconnection?**

18 A. Well, my power has been disconnected
19 repeatedly because of that situation that I
20 mentioned. The power company did forgive a bill
21 eerily similar before -- before, which was in the
22 documentation, of about \$4,800 when the power at
23 2519 St. Louis Avenue was in my spouse's name,
24 which it had been since I acquired the property 30
25 years ago.

1 But I had to have the Congressman's
2 office intervene when I had no power, and that had
3 happened several times in the past, and they
4 restored my power and made arrangements I was
5 unable to meet. Historically they use the basic
6 policy of dividing the final amount into 12
7 payments to be paid along with your monthly
8 electric bill.

9 The exorbitant amount of the billing
10 broken into 12 parts, I was destined not to be able
11 to meet that obligation, and historically it was
12 repetitively shut off.

13 **Q. Is there anything further relating to**
14 **the issues in this case that you would like to add**
15 **that you haven't already told me?**

16 A. Yes, sir. The only thing is, when I
17 bit the bullet per se and agreed to the amount,
18 which there should have been a provision made for
19 me. They are monopoly. They should have made some
20 provision for me to either accept the billing and
21 restore my power because access is required if you
22 are a monopoly. I had to have access to power.

23 If you review the response to the
24 formal complaint, the only thing they admitted to
25 was denial of access. It is irresponsible for a

1 monopoly to deny access if they are the only
2 accessible source of power. It is criminal in my
3 estimation. I've written and spoken with the
4 Attorney General of the State of Missouri to have
5 who the legal, the legal mind in this state as far
6 as the laws of Missouri to ask for an
7 interpretation about the fact that they have a
8 fiduciary responsibility, had no right to deny me
9 service, which is the only thing they freely admit
10 from the formal complaint hearing that was held,
11 that they did deny me service.

12 So what are you supposed to do if you
13 can't get service in St. Louis?

14 JUDGE BUSHMANN: Okay. Thank you.
15 That's all the questions I have. Now there will be
16 an opportunity for attorneys from the other parties
17 to ask you questions. Does Staff have any
18 questions for Mr. Fisher?

19 MS. MERS: (Shook head.)

20 JUDGE BUSHMANN: Cross-examination by
21 Ameren Missouri?

22 MS. GIBONEY: Thank you, Judge.

23 CROSS-EXAMINATION BY MS. GIBONEY:

24 Q. Mr. Fisher, can you hear me?

25 A. Yes, ma'am, I hear you fine.

1 **Q. Mr. Fisher, it's true, isn't it, that**
2 **house at 2519 St. Louis Avenue has been vandalized;**
3 **is that correct?**

4 A. Yes, ma'am, repeatedly. I have seven
5 police reports to state that.

6 **Q. And it's true, isn't it, that the**
7 **wiring in your house at St. Louis Avenue has been**
8 **cut, isn't that correct, the electrical wiring?**
9 **I'm sorry. I interrupted you.**

10 A. Yes, ma'am, that was done, which
11 caused me to have to leave the property. It was
12 uninhabitable. They stole the plumbing. They cut
13 up the electric, which made it useless to me as a
14 home.

15 **Q. And it's true, isn't it, that you**
16 **have not gotten a wiring inspection from the City**
17 **of St. Louis to show that your wiring has been**
18 **repaired?**

19 A. My wiring has not been repaired. I'm
20 a certified, licensed and bonded electrician. I've
21 worked with Ameren Missouri for many years. I was
22 licensed in the City of St. Louis 27 years. I'm
23 fully qualified to do the repairs in my home, but
24 I'm not able to get any power in order to do
25 anything.

1 Presently I'm under a situation where
2 I have a requirement from the RA re-entry clause
3 that unless I bring that property to code by the
4 end of this month, I have a battle to do with the
5 City about it. Still unable to get power.

6 **Q. But, Mr. Fisher, my question was, you**
7 **have not obtained a wiring inspection that's been**
8 **conducted by the City of St. Louis electrical**
9 **department, correct?**

10 A. Yes, ma'am, that is correct. There's
11 no reason for that. I haven't made the repairs.

12 **Q. So there is no way to turn on the**
13 **power to your house at 2519 St. Louis Avenue,**
14 **correct?**

15 A. Well, I disagree. Obviously there
16 should be some provision made. They could have
17 given me temporary power. They've made no effort
18 to find out why my bill was so high. I understand
19 being billed in three locations, but if my bill at
20 that location was so high, the meters never on
21 record have been checked. They did not offer me
22 access to efficient appliances or water heaters or
23 anything that would have lowered my consumption.

24 MS. GIBONEY: I don't have any other
25 questions, Judge.

1 JUDGE BUSHMANN: Mr. Fisher, is there
2 anything further that you'd like to add or explain
3 based on the questions that you received from the
4 attorneys today?

5 MR. FISHER: Well, I think it's
6 criminal to be -- I've had some bad times due to no
7 fault of my own, and I was able to live on the \$750
8 a month that I receive from Social Security because
9 I did own my own home, had a place to live. With
10 the various things that happened to me from the
11 16 -- Memorial Day of 2016, fine gift for a veteran
12 to have his home destroyed and have to become
13 homeless for 90 days, to live in a Buick.

14 I think I've suffered enough over
15 this, and I've been delayed even to this time
16 trying to get this resolved. I went to court to
17 try to have it resolved, but the law says that I
18 cannot take them to court until this has been
19 resolved in this formal complaint.

20 And I've had long delay, and I have
21 suffered because of the long delay. So my property
22 continues to be violated even to this day. So I
23 feel real put upon, and I think that that
24 responsibility should go where it is due, on the
25 power company, because they denied me access. I

1 have no power for my alarm system, which would have
2 been fine even though my electric was off, would
3 have given me some protection along with my
4 security lighting that's been there many years.

5 JUDGE BUSHMANN: Okay. Thank you,
6 Mr. Fisher. That completes your testimony. And
7 now we'll move along to the testimony of Staff's
8 witness that we started. Mr. Edwards, could you
9 come back up to the stand, please. You're still
10 under oath. Do you want to start your direct from
11 the beginning?

12 MS. MERS: We can go ahead and do
13 that.

14 JUSTIN EDWARDS testified as follows:

15 DIRECT EXAMINATION BY MS. MERS:

16 Q. Mr. Edwards, can you please state and
17 spell your name for the record.

18 A. Justin Edwards. First name is
19 spelled J-u-s-t-i-n. Last name is spelled
20 E-d-w-a-r-d-s.

21 Q. Where are you employed and in what
22 capacity?

23 A. The Missouri Public Service
24 Commission as a Consumer Services Coordinator.

25 Q. Are you the same Justin Edwards who

1 prepared or caused to be prepared the Staff Report
2 that's been marked as Exhibit 100?

3 A. Yes, I am.

4 Q. Do you have anything you wish to
5 correct in that report?

6 A. I do not.

7 Q. And with that in mind, if I asked you
8 the same questions today, would your answers be the
9 same?

10 A. They would.

11 Q. And is that information in that
12 report true and correct to the best of your
13 knowledge and belief?

14 A. Yes, it is.

15 MS. MERS: Your Honor, Staff offers
16 Exhibit 100 and tenders the witness for cross.

17 JUDGE BUSHMANN: That is the Staff
18 Report?

19 MS. MERS: Yes, it is.

20 JUDGE BUSHMANN: Any objections to
21 the receipt of that exhibit?

22 MS. GIBONEY: No objection, Judge.

23 JUDGE BUSHMANN: Hearing none, it is
24 received.

25 MR. FISHER: No, your Honor.

1 (STAFF EXHIBIT 100 WAS RECEIVED INTO
2 EVIDENCE.)

3 JUDGE BUSHMANN: And first
4 cross-examination would be Ameren Missouri.

5 MS. GIBONEY: No cross, Judge.

6 JUDGE BUSHMANN: Mr. Fisher, did you
7 have any questions you wanted to ask Mr. Edwards?

8 MR. FISHER: Well, we've established
9 that he represents the Commission in this
10 particular issue. I have been in communication
11 with him along with other Public Service Commission
12 local people with no satisfaction. They told me
13 that --

14 JUDGE BUSHMANN: Sir, this isn't a
15 chance to make a statement. It's only an
16 opportunity to ask a question. Did you have
17 something you wanted to ask him?

18 MR. FISHER: He didn't really say
19 anything other than to verify his identity. I'm
20 not in dispute with that. I know who he is.

21 JUDGE BUSHMANN: Very good. Any
22 redirect?

23 MS. MERS: (shook head.)

24 JUDGE BUSHMANN: That conclude your
25 testimony. You may step down

1 And our last witness is for Ameren
2 Missouri.

3 MS. GIBONEY: Ameren Missouri calls
4 Cathy Hart.

5 (Witness sworn.)

6 JUDGE BUSHMANN: Please be seated.

7 CATHY HART testified as follows:

8 DIRECT EXAMINATION BY MS. GIBONEY:

9 Q. Good morning, Ms. Hart. Could you
10 state and spell your name for the record.

11 A. My name is Cathy Hart, C-a-t-h-y,
12 last name H-a-r-t.

13 Q. Are you employed with Ameren
14 Missouri?

15 A. Yes, I am.

16 Q. What is your current title and job
17 responsibilities?

18 A. My current title is Regulatory
19 Liaison, and my job duties are to witness informal
20 complaints, and I make sure that we are in
21 compliance with Chapter 13 rules and regulations.

22 Q. How long have you held the job as
23 Regulatory Liaison?

24 A. Since 2013.

25 Q. And before that, what were your job

1 **duties and what was your title for the company?**

2 A. My title was supervisor, customer
3 service, and before that I still witnessed for the
4 company, but I also did customer service duties
5 within the call center.

6 **Q. All the way back to 2001?**

7 A. Yes. That's correct.

8 **Q. Do you have general knowledge about**
9 **Ameren Missouri's methods of doing business?**

10 A. I do.

11 **Q. Do you also have specialized and**
12 **technical knowledge about its billing practices?**

13 A. Yes.

14 **Q. What about its customer service**
15 **protocols?**

16 A. I do.

17 **Q. What about its recordkeeping?**

18 A. Yes, I'm familiar.

19 **Q. Do you believe your testimony will**
20 **assist the Commission in understanding the evidence**
21 **and determining facts that are at issue?**

22 A. I do.

23 **Q. Have you been qualified as an expert**
24 **witness in other evidentiary hearings in front of**
25 **the Commission?**

1 A. I have.

2 Q. Are you also here today as a
3 corporate representative of the company?

4 A. I am.

5 Q. In preparing for your testimony, did
6 you review a number of company documents and
7 records?

8 A. Yes.

9 Q. In particular, did you review
10 documents and records that pertain to accounts for
11 electric utility service that was provided by the
12 company at 5103 Page Boulevard, 3712 North Euclid
13 Boulevard, Unit 1, and 2519 St. Louis Avenue, all
14 in St. Louis, Missouri?

15 A. Yes, I have.

16 Q. Were all of those accounts in
17 Mr. Fisher's name?

18 A. Yes, they were.

19 Q. Have you read Mr. Fisher's complaint
20 in this proceeding?

21 A. I have.

22 Q. And you understand that one of
23 Mr. Fisher's complaints is that Ameren Missouri has
24 wrongfully denied him electric utility service at
25 the St. Louis Avenue address?

1 A. Yes.

2 Q. Let me ask you a few general kind of
3 overview questions based on your review of the
4 documents, and I'm not asking you for dates or
5 dollars at this point in your testimony.

6 Did the company disconnect
7 residential electric utility service to Mr. Fisher
8 at 2519 St. Louis Avenue?

9 A. Yes.

10 Q. And why did the company disconnect
11 that service?

12 A. For nonpayment of an undisputed bill.

13 Q. Has the company agreed to reconnect
14 residential electric utility service to Mr. Fisher
15 at 2519 St. Louis Avenue?

16 A. Yes.

17 Q. Are there certain conditions that
18 Mr. Fisher must meet prior to reconnection?

19 A. Yes. He must have a wiring okay and
20 also pay a portion of the bill that's owed.

21 Q. And who must he get the wiring okay
22 from?

23 A. It's going to be from the City,
24 St. Louis City.

25 Q. Why does he have to get that wiring

1 **okayed?**

2 A. St. Louis City requires any service
3 that has been off over six months, they require a
4 wiring inspection for safety reasons.

5 Q. All right. And you mentioned that he
6 would have to pay a portion of his bill. Right
7 now, October 12th, we're outside of the Cold
8 Weather Rule period. Do you know what percentage
9 of Mr. Fisher's outstanding balance he would have
10 to pay in order to have service reconnected?

11 A. I believe it's 80 percent.

12 Q. And then would that payment as a
13 percentage, would that change if Mr. Fisher got the
14 wiring inspection and then made that initial
15 payment within the Cold Weather Rule period
16 beginning November 1?

17 A. Yes. Within the Cold Weather Rule
18 period, he would pay 12 percent of the bill and one
19 average billing amount from that particular
20 location, and then we would take the remainder and
21 split it over the 12-month period.

22 Q. Would he personally have to make that
23 payment?

24 A. No. He can gain energy assistance
25 pledges, if he's eligible. He would not have to

1 pay those himself.

2 Q. And during the Cold Weather Rule
3 period, just to be clear, is a wiring inspection
4 still required?

5 A. Yes, it is.

6 Q. And that's because that's a City of
7 St. Louis code requirement?

8 A. That is correct.

9 MS. GIBONEY: Judge, at this time we
10 would begin discussing evidence that would normally
11 be considered confidential.

12 JUDGE BUSHMANN: You're talking about
13 the documents?

14 MS. GIBONEY: Customer specific, yes,
15 documents.

16 JUDGE BUSHMANN: I'm going to change
17 the classification from confidential to public.

18 BY MS. GIBONEY:

19 Q. All right. Ms. Hart, you mentioned a
20 delinquent account balance owed by Mr. Fisher at
21 St. Louis Avenue. Is the total amount due
22 \$4,770.05?

23 A. Yes, it is.

24 Q. In general, how has that balance
25 accrued?

1 A. It's accrued, in general, just by
2 monthly billing amounts that are not totally paid,
3 so if there's any previous balance that would be
4 pulled over to the next month and then it's just an
5 accumulation.

6 Q. Right. Is part of that balance
7 attributable to service that Mr. Fisher received at
8 Page Boulevard?

9 A. Yes.

10 Q. And is the remainder of that balance
11 attributable to service that he received at
12 St. Louis Avenue?

13 A. Yes, it is.

14 Q. You've reviewed the account records
15 for Page, Euclid and St. Louis Avenue, correct?

16 A. I have.

17 Q. All right. If you would turn in your
18 exhibit notebook to what's been marked Exhibit 200,
19 please. Do you recognize this document?

20 A. I do.

21 Q. And what is it?

22 A. This is an activity statement under
23 the name of Jerreld Fisher for the address of
24 5103 Page Boulevard, St. Louis, Missouri.

25 Q. What type of record is this

1 **generally?**

2 A. This is an accumulation of data, and
3 it would be -- it actually would involve any
4 regular monthly billings, any late pay charges, any
5 transferred-in amounts, anything like that. It
6 would tell the billing periods, the charges for
7 those particular bills, previous balances,
8 payments, due dates, and actual usage for those
9 bills.

10 Q. Does the company refer to these as
11 **account activity statements?**

12 A. Yes.

13 Q. And in particular is Exhibit 200 the
14 **account activity statement for service billed to**
15 **Mr. Fisher's under account 35310-82039?**

16 A. Yes, it is.

17 Q. Are the data points included in this
18 **exhibit, are they automatically inputted from other**
19 **company records?**

20 A. They are, yes.

21 Q. And are they inputted into an account
22 **activity statement at or near the time of the data**
23 **point being created? For example, if the meter is**
24 **read remotely and that meter reading information is**
25 **sent to the company, does that meter read**

1 **information show up in this statement?**

2 A. Yes. As soon as the bill is
3 generated, it's going to show up. So yes, it does.

4 **Q. And is this account activity**
5 **statement what I would call a read-only document,**
6 **meaning that if you opened it from your desk, you**
7 **would not be able to manipulate any of the**
8 **information?**

9 A. That is correct. The only thing
10 about this document, up in the upper right-hand
11 corner you'll see a date on there, and that's
12 actually when this document was printed.
13 Everything else on here is read only.

14 **Q. Okay. Are account activity**
15 **statements used by company personnel in the regular**
16 **course of their business?**

17 A. Yes.

18 **Q. And give us an example of how company**
19 **personnel use these documents.**

20 A. For example, if a customer were to
21 call in to our contact center and ask about a bill
22 or a late pay charge or something of that nature,
23 they're going to be able to look back here and --
24 or maybe they have requested, you know, some
25 information about a high bill. We'll be able to

1 look back here and look at all the billings
2 previous to the one that they're talking about to
3 see kind of what the usage was. So it's really a
4 document to let us know an amount of information
5 over time.

6 Q. Okay. If a customer had a question
7 about when a payment was credited to their account,
8 it would show that information?

9 A. It would.

10 Q. Are these statements also something
11 that consumer services and Staff of the Commission
12 sometimes ask the company for?

13 A. Yes. Whenever we -- if we have an
14 informal complaint, we will include this
15 information whenever we send that information to
16 the Staff.

17 Q. All right. And other than the print
18 date that you mentioned in the upper right-hand
19 corner, is Exhibit 200 a true and accurate copy of
20 the account activity statement for Mr. Fisher at
21 the Page Boulevard address as it appears in the
22 company's records today?

23 A. Yes.

24 MS. GIBONEY: Judge, I'd move for
25 admission of Ameren Missouri Exhibit 200.

1 JUDGE BUSHMANN: Any objections?

2 (No response.)

3 JUDGE BUSHMANN: Hearing none, it is
4 received.

5 (AMEREN MISSOURI EXHIBIT 200 WAS
6 RECEIVED INTO EVIDENCE.)

7 BY MS. GIBONEY:

8 Q. Ms. Hart, would you please turn to
9 Exhibit 201. Do you recognize this?

10 A. I do. It is -- just as we've talked
11 before, this is another activity statement. This
12 one is in the name of Jerreld Fisher, and it was
13 for 3712 North Euclid, Unit 1, St. Louis, Missouri.
14 It's the same type of information.

15 Q. This account activity statement, was
16 it prepared in the same way --

17 A. Yes, it was.

18 Q. -- as Exhibit 200?

19 A. Yes, it was.

20 Q. Used by the company in the same way?

21 A. Yes.

22 Q. And other than the print date in the
23 top right-hand corner, this is how this exhibit
24 appears in the company's records?

25 A. It is.

1 MS. GIBONEY: Judge, I'd move for
2 admission of Exhibit 201.

3 JUDGE BUSHMANN: Any objections?
4 (No response.)

5 JUDGE BUSHMANN: Hearing none, it is
6 received.

7 (AMEREN MISSOURI EXHIBIT 201 WAS
8 RECEIVED INTO EVIDENCE.)

9 BY MS. GIBONEY:

10 Q. Would you move to Exhibit 202,
11 please. Do you recognize this exhibit, Ms. Hart?

12 A. Yes. This is another activity
13 statement under the name of Jerreld Fisher. The
14 address is for 2519 St. Louis Avenue, St. Louis,
15 Missouri, and it contains the same type of
16 information as the other two.

17 Q. Was it prepared in the same way?

18 A. Yes, it was.

19 Q. Is it used by the company in the same
20 way?

21 A. It is.

22 Q. And other than that print date that
23 we see in the upper right-hand corner, is it a true
24 and accurate copy of the company's account activity
25 statement for Mr. Fisher's service at

1 **2519 St. Louis Avenue under Account 8008105161?**

2 A. It is.

3 MS. GIBONEY: I'd move for the
4 admission of Exhibit 202.

5 JUDGE BUSHMANN: Any objections?

6 (No response.)

7 JUDGE BUSHMANN: Hearing none, it's
8 received.

9 (AMEREN MISSOURI EXHIBIT 202 WAS
10 RECEIVED INTO EVIDENCE.)

11 BY MS. GIBONEY:

12 **Q. Ms. Hart, let me ask you about**
13 **another type of company record. Does the company**
14 **keep a record of contacts between itself and**
15 **customers and third parties? And what I mean by**
16 **that is either contacts that it initiates, an**
17 **outgoing contact, or contacts that it receives from**
18 **customers.**

19 A. Yes, we do.

20 **Q. What do you call that type of record**
21 **in general?**

22 A. We would call that a contacts list.

23 **Q. Can you give an example of the type**
24 **of record of a contact that might appear in a**
25 **contacts list?**

1 A. If a customer has called in to
2 request information on a bill, then it's going to
3 have who that person -- who the customer talked to
4 and, in general, a summarization of what that
5 particular conversation was about.

6 **Q. Okay. And if, for example, a**
7 **disconnection notice goes out, is that a contact,**
8 **an outgoing contact that's reflected in the contact**
9 **notes?**

10 A. It is.

11 **Q. What about if a customer has sent in**
12 **some type of paperwork to the company, will that**
13 **often be reflected in the contact notes?**

14 A. It would be. Any kind of automated,
15 say like a deposit letter, that's automated through
16 our system, our computer system, so that would show
17 up. Anything automated. Maybe a call out to a
18 customer because we make calls, collection calls
19 out, those type of things are going to show up on
20 there as well.

21 **Q. Do the contacts lists mostly include**
22 **reflections of telephone calls that have been made**
23 **or received?**

24 A. Yes, they do.

25 **Q. Generally speaking, what happens when**

1 **a customer contacts the company by telephone?**

2 A. First of all, whenever the advisor
3 answers the phone, actually all of our calls are
4 recorded, and so that person is going to -- the
5 advisor is going to ask the caller for their name
6 and for an account number or a Social Security
7 number in order to make sure that they are eligible
8 to speak about that particular account.

9 Q. Okay. And then I think you said they
10 **input a summarization of the conversation?**

11 A. Yes, they do.

12 Q. All right. Does the person who takes
13 that call transcribe that summary at or immediately
14 after the call?

15 A. They do.

16 Q. And are these contacts lists used by
17 personnel in the ordinary course of the company's
18 business?

19 A. Yes.

20 Q. All right. And what's an example of
21 how company personnel might go back and look at
22 this contacts list?

23 A. Well, if they want to see if anything
24 has -- like I mentioned earlier, maybe a deposit
25 warning letter. If a call comes in from a customer

1 and they're requesting information about a deposit
2 particularly on their account, then the advisor
3 will be able to go back and see when that deposit
4 warning letter was sent out. It just gives them
5 kind of a summary of what's happened in that
6 particular account.

7 **Q. All right. And have I asked you to**
8 **turn to Exhibit 203? Can you identify that?**

9 A. This is a contacts list for Jerreld
10 Fisher, 5103 Page Boulevard, St. Louis.

11 **Q. So this is a contacts list just like**
12 **we were talking about?**

13 A. It is.

14 **Q. And you've stated how those are**
15 **prepared?**

16 A. Yes.

17 **Q. Okay. Let me ask you about contacts**
18 **lists. Are they specific to a customer or a**
19 **premises or is it a combination?**

20 A. It's a combination.

21 **Q. So if an account is actually closed**
22 **for a particular customer at 5103 Page Boulevard,**
23 **subsequent to that might there be information that**
24 **concerns other customers?**

25 A. Yes, at that particular address.

1 Q. But if the customer calls back let's
2 say three years after an account is closed and has
3 a question about that closed account, that will
4 generate a new contact within this contacts list?

5 A. Yes, it would.

6 MS. GIBONEY: Judge, I'd move for the
7 admission of Ameren Missouri Exhibit 203.

8 JUDGE BUSHMANN: Any objections?

9 (No response.)

10 JUDGE BUSHMANN: Hearing none, it is
11 received.

12 (AMEREN MISSOURI EXHIBIT 203 WAS
13 RECEIVED INTO EVIDENCE.)

14 MS. GIBONEY:

15 Q. Ms. Hart, would you move to
16 Exhibit 204, please. Can you identify it, please?

17 A. Yes. This is a contacts list under
18 Jerreld Fisher, 3712 North Euclid, Unit 1,
19 St. Louis, Missouri.

20 Q. Was this prepared by the company in
21 the same manner as Exhibit 203?

22 A. Yes, it was.

23 Q. And used in the same way?

24 A. Yes.

25 MS. GIBONEY: Judge, I'd move for the

1 admission of Ameren Missouri Exhibit 204.

2 JUDGE BUSHMANN: Any objections?

3 (No response.)

4 JUDGE BUSHMANN: Hearing none, it is
5 received in the record.

6 (AMEREN MISSOURI EXHIBIT NO. 204 WAS
7 RECEIVED INTO EVIDENCE.)

8 BY MS. GIBONEY:

9 Q. Ms. Hart, please turn to Exhibit 205.

10 Can you identify this, please?

11 A. Yes. This is a contacts list under
12 the name of Jerreld Fisher, 2519 St. Louis Avenue,
13 St. Louis, Missouri.

14 Q. And which account number?

15 A. Account number 8008105161.

16 Q. And was Exhibit 205 prepared and used
17 by the company in the same manner as the prior two
18 contacts lists?

19 A. Yes.

20 MS. GIBONEY: Judge, I'd move for the
21 admission of Ameren Missouri Exhibit 205.

22 JUDGE BUSHMANN: Any objections?

23 (No response.)

24 JUDGE BUSHMANN: Hearing none, it is
25 received.

1 (AMEREN MISSOURI EXHIBIT 205 WAS
2 RECEIVED INTO EVIDENCE.)
3 BY MS. GIBONEY:

4 Q. Ms. Hart, would you turn to
5 Exhibit 206, please. Can you identify that for us?

6 A. This also is a contacts list under
7 the name of Jerreld Fisher, 2519 St. Louis Avenue,
8 St. Louis, Missouri.

9 Q. And what's the account number on this
10 contacts list?

11 A. This one is 8008105170.

12 Q. All right. So this was a second
13 account for service at St. Louis Avenue?

14 A. That's correct.

15 Q. Was this prepared and used in the
16 same way as the prior contacts list?

17 A. Yes.

18 MS. GIBONEY: Judge, I'd move for the
19 admission of the Ameren Missouri Exhibit 206.

20 JUDGE BUSHMANN: Any objections?

21 (No response.)

22 JUDGE BUSHMANN: Hearing none, it's
23 received.

24 (AMEREN MISSOURI EXHIBIT 206 WAS
25 RECEIVED INTO EVIDENCE.)

1 BY MS. GIBONEY:

2 Q. Ms. Hart, you mentioned that calls
3 are recorded. How does the company use the calls
4 that are recorded? Does it use the calls in the
5 course of its business?

6 A. Yes, we do. If -- let's say someone,
7 maybe a customer disputes that certain information
8 was given to them during a call. Then supervisors
9 can pull that call and listen to them, can listen
10 to the call to see exactly what happened.

11 Q. All right. Are they also used for
12 training purposes?

13 A. They are.

14 Q. So you review a recorded call with a
15 trainee to go over protocols, things like that?

16 A. That is correct.

17 Q. How, in what manner are the calls
18 recorded? What's the process?

19 A. Well, we have a third-party vendor
20 that we purchase that system through. It's a
21 digital system, and the calls can be recorded in a
22 wave file.

23 MS. GIBONEY: All right. Judge, may
24 I approach?

25 JUDGE BUSHMANN: You may.

1 BY MS. GIBONEY:

2 Q. Ms. Hart, I've handed you an item
3 that's been marked as Ameren Missouri Exhibits 209,
4 210, 211, 212, 213, 214 and 215. Can you identify
5 that item, please?

6 A. These are recorded calls of
7 Mr. Fisher's conversations with Ameren.

8 Q. All right. And are those contained
9 on a disk?

10 A. Yes, they are.

11 Q. And how do you know that those are
12 calls with Mr. Fisher?

13 A. I've listened to them.

14 Q. And how did you access those calls
15 and get them to disk?

16 A. Through our system I was able to pull
17 the calls and record those.

18 Q. And then those were saved to a disk?

19 A. Yes, that's correct.

20 Q. And you've also heard Mr. Fisher's
21 voice here today?

22 A. I have.

23 Q. So you confirm that that's him on the
24 calls?

25 A. That's correct.

1 **Q. Does the company retain all wave**
2 **files indefinitely?**

3 A. No, we don't. We have certain
4 archived records. So we have a certain amount of
5 time that we keep those, and sometimes we're able
6 to go back and get some of those -- some calls from
7 the archives. Sometimes we can't. Sometimes we
8 can get those.

9 **Q. So you're not saying those are all**
10 **the calls Mr. Fisher has ever made to the company?**

11 A. No, it is not.

12 **Q. But those are the calls you were able**
13 **to access?**

14 A. That is correct.

15 **Q. Let me ask you about, just going**
16 **through the exhibit numbers, are Exhibit 209 and**
17 **210 recorded calls between Mr. Fisher and the**
18 **company pertaining to account -- the account for**
19 **service at 5103 Page Boulevard?**

20 A. Yes.

21 **Q. And is the first call basically the**
22 **call where he's setting up service to Page?**

23 A. It is.

24 **Q. And is the second call, Exhibit 210,**
25 **is that a call where he's planning to take service**

1 out of his name at Page Boulevard?

2 A. Yes, it is.

3 Q. All right. And then are Exhibits --
4 the remainder, 211 through 215, are those calls
5 pertaining to Mr. Fisher's accounts for service at
6 2519 St. Louis Avenue?

7 A. Yes, they are.

8 Q. All right. Is the first of those,
9 Exhibit 211, is that a call on May 10th of 2016?

10 A. It is.

11 Q. In that call, does the representative
12 try to ask how she can help Mr. Fisher?

13 A. She does.

14 Q. Does she ask if he's calling about
15 the status of a reconnect order for him?

16 A. Yes.

17 Q. And does she advise him of a wiring
18 inspection and an amount he would need to pay?

19 A. Yes, she does.

20 Q. Does he ask about company assistance
21 to pay off his bill?

22 A. Yes.

23 Q. At any time in that call does he ask
24 that service be reconnected?

25 A. No.

1 Q. Let me ask about the next one,
2 Exhibit 212. Was that a call -- it's a week later
3 on May 17th, 2016?

4 A. Yes.

5 Q. And in that call is he calling
6 because he needs his account number?

7 A. It is.

8 Q. Does he also ask the representative
9 to verify the amount he would need to pay to be
10 reconnected?

11 A. Yes.

12 Q. During that call, does he ask that
13 his service be reconnected?

14 A. He does -- I'm trying to remember. I
15 believe he does ask for a reconnection amount.

16 Q. Amount. Okay.

17 A. Yes.

18 Q. On what -- let's see. Exhibit 213,
19 was that a July 19th, 2016 call?

20 A. Yes.

21 Q. Was that actually a return call from
22 the company's claims department responding to a
23 claim made by Mr. Fisher?

24 A. It was.

25 Q. He's calling talking about the

1 break-in and his wires being cut?

2 A. Yes.

3 Q. Now, does he also talk about a suit
4 that he's filed in federal court?

5 A. He does.

6 Q. But with the claims representative,
7 does he ever ask that his service be reconnected?

8 A. No.

9 Q. And does she then provide him with a
10 number for the billing department and advise him
11 that that's really a billing matter?

12 A. She did tell him that, yes.

13 Q. Was there a later July 19th call on
14 Exhibit 214?

15 A. Yes.

16 Q. So one of the subsequent calls that
17 Mr. Fisher made to the billing department?

18 A. Yes.

19 Q. Once again, does he advise that
20 vandals had cut the wires in his house?

21 A. He did repeat that, yes.

22 Q. And does the representative advise
23 him of the amount he needs to pay to be
24 reconnected?

25 A. Yes.

1 Q. And he references his lawsuit?

2 A. He does again.

3 Q. And he references that he can't get
4 power turned back on anyway?

5 A. That's true.

6 Q. And then the last of the calls,
7 Exhibit 215, is that a third call on that same
8 date, July 19th, 2016?

9 A. It is.

10 Q. And in that call does he state he's
11 trying to speak with someone about his lawsuit?

12 A. He does.

13 Q. Does the representative advise him
14 that there's an order to connect his power and the
15 company's waiting on a wiring inspection?

16 A. Yes.

17 Q. During that call, does he ask that
18 his service be reconnected?

19 A. No.

20 MS. GIBONEY: Judge, I'd move for the
21 admission of Ameren Missouri Exhibits 209 through
22 215.

23 JUDGE BUSHMANN: Are there any
24 objections?

25 (No response.)

1 JUDGE BUSHMANN: Hearing none, they
2 are received. And I assume that those -- all those
3 exhibits are contained in the one disk?

4 MS. GIBONEY: They are in the one
5 disk, and before the hearing the IT person for the
6 Commission has loaded those onto the desktop of the
7 computer where Ms. Hart is sitting. So if we want
8 to play those during the hearing, we'll just access
9 the desktop version if that's all right.

10 JUDGE BUSHMANN: If we need to, that
11 will be fine. So I'll admit 209 through 215.

12 (AMEREN MISSOURI EXHIBITS 209 THROUGH
13 215 WERE RECEIVED INTO EVIDENCE.)

14 BY MS. GIBONEY:

15 Q. Ms. Hart, in preparing for your
16 testimony today, you reviewed all the exhibits that
17 were just admitted into evidence, including those
18 calls?

19 A. Yes, I did.

20 Q. Let's talk in a little bit of detail
21 about those three accounts. According to
22 Exhibit 200, what period did Mr. Fisher begin to
23 receive service at Page? What date, I'm sorry, not
24 what period?

25 A. He began service May 14th of '10.

1 Q. All right. And when did that service
2 end in his name?

3 A. It would have ended May 2nd of '11.

4 Q. And we referenced earlier that
5 Exhibit 209 was a call where Mr. Fisher requests
6 service at Page Boulevard?

7 A. That is correct.

8 Q. All right. In the call when he
9 requests service, does a representative advise him
10 he already has a residential account at another
11 address?

12 A. He did, yes. Yes, she did.

13 Q. Does she ask him if he wants to go
14 ahead and terminate service at the other account?

15 A. She did.

16 Q. And what does he say?

17 A. He said that, no, he wanted to go
18 ahead and leave that one on and he just wanted to
19 put his name on this one.

20 Q. Is there any company rule that
21 prevents a customer from having more than one
22 residential account at a time?

23 A. No, there is not.

24 Q. So is Mr. Fisher's decision to have
25 two active accounts for residential service at one

1 **time, is that significant to you at all?**

2 A. No. That happens a lot.

3 MS. GIBONEY: All right. Judge, I'd
4 ask for permission to play Exhibit 209.

5 JUDGE BUSHMANN: You may.

6 (Ameren Missouri Exhibit 209 was
7 played.)

8 BY MS. GIBONEY:

9 **Q. Ms. Hart, would you have a look at**
10 **Exhibit 200, please.**

11 JUDGE BUSHMANN: Were you planning on
12 playing any more of these?

13 MS. GIBONEY: Yes, Judge.

14 JUDGE BUSHMANN: Let's have a
15 conversation about that first. I notice that there
16 was some -- during the course of that, there was
17 some information about -- personal information
18 about

19 Mr. Fisher, telephone number, Social Security
20 number. Playing those streaming makes me
21 uncomfortable.

22 So they are in the record. I just
23 wonder if it would be preferable to just have them
24 in the record on the disk for the Commissioners to
25 review as opposed to playing them in open hearing.

1 MS. GIBONEY: That's acceptable to
2 the company. I believe there's a copy of the disk
3 with Mr. Fisher at the Wainwright Building as well.
4 That's fine.

5 JUDGE BUSHMANN: Does Staff have any
6 position on that?

7 MS. MERS: No.

8 JUDGE BUSHMANN: I think I would be
9 more comfortable just having that on the disk and
10 not playing it on the open record.

11 MS. GIBONEY: Unless Mr. Fisher wants
12 to play it.

13 JUDGE BUSHMANN: Mr. Fisher, do you
14 have any objection as to not playing those in the
15 hearing, those calls?

16 MR. FISHER: No, sir, I do not. It
17 can't be worse than Equifax.

18 JUDGE BUSHMANN: Okay. We won't
19 be -- we won't play those today. We'll just allow
20 them to be part of the record on the CD.

21 MS. GIBONEY: Thank you, Judge.

22 BY MS. GIBONEY:

23 Q. So, Ms. Hart, turning to Exhibit 200.
24 During the about a year period that Mr. Fisher had
25 service at Page Boulevard, how many payments were

1 **made towards the service that he received there?**

2 A. Looks like four.

3 Q. **Did those payments cover the charges**
4 **for the services that he received there?**

5 A. No, they did not.

6 Q. **Was there an outstanding balance when**
7 **the service was terminated?**

8 A. Yes, there was.

9 Q. **And what was the amount of that**
10 **outstanding balance for his service to Page**
11 **Boulevard?**

12 A. \$2,344.11.

13 Q. **All right. And if we look at the**
14 **contacts for this account, Exhibit 203, around that**
15 **May 2nd date when you testified that services there**
16 **stopped, so May 2nd.**

17 A. Okay.

18 Q. **Can you tell us what the**
19 **circumstances were of service being taken out of**
20 **his name?**

21 A. Well, he called to have service
22 transferred to an address that had no meter, and
23 that was on Minerva.

24 Q. **But he called to ask that service be**
25 **terminated?**

1 A. Yes, he did.

2 Q. All right. And Exhibit 210 is a
3 recording of that call, is it not?

4 A. It is.

5 Q. And during the call -- I'm sorry. He
6 called in May, and then let's look at a later
7 contact. Can you look at the June 22nd contact and
8 talk to us about that.

9 A. Okay. This said Jerreld Fisher will
10 be moving to a new address. Advised that the
11 amount owed will be transferred, and he stated he
12 was looking for some energy assistance.

13 Q. So he called on May 2nd to have the
14 services turned off and transferred, but the new
15 address didn't have a meter at it. He called again
16 on June 22nd and just stated he would be moving?

17 A. That's correct.

18 Q. And the June 22nd call, that's
19 Exhibit 210, is it not?

20 A. It is.

21 Q. Was the final account balance for
22 service to 5103 Page transferred, if we look at the
23 account activity statement, Exhibit 200?

24 A. Yes, it was transferred. It shows
25 June 22nd of '11.

1 Q. And it shows an account number to
2 which it was transferred?

3 A. It does.

4 Q. And what's that account number?

5 A. 1124115152.

6 Q. If we turn to Exhibit 201, the
7 account activity statement for Euclid, that's that
8 same account number, is it not?

9 A. Yes, it is.

10 Q. All right. So as you testified
11 before, it doesn't matter if a customer has
12 accounts at multiple residential addresses?

13 A. That is correct.

14 Q. Okay. Does it matter for energy
15 assistance purposes where a customer resides as
16 opposed to where they happen to have residential
17 service?

18 A. Energy assistance, if they are
19 getting an energy assistance pledge, they are
20 required to have their name listed as a person who
21 resides in that particular home, that particular
22 address. So it does matter to them if they're
23 going to give a pledge, yes.

24 Q. So they don't provide home energy
25 assistance if that's not someone's home, more or

1 **less?**

2 A. Yes, that's correct.

3 Q. Let's talk about the account for
4 **Euclid. Does the company contend that it did**
5 **provide residential electric utility service to**
6 **Mr. Fisher at 3712 North Euclid, Unit 1?**

7 A. Yes.

8 Q. And if we -- actually, let me have
9 **you turn to Exhibit 218. Can you identify what**
10 **this exhibit is?**

11 A. This is an account details screen
12 shot for Jerreld Fisher, 3712 North Euclid, Unit 1.

13 Q. **Is this a company record?**

14 A. Yes, it is.

15 Q. **Generally speaking, how is this**
16 **record generated? What does someone do?**

17 A. When someone has service in their
18 name, this will show -- if you look up to the top
19 right-hand corner, it will show the date that that
20 particular account was opened, and it also will
21 tell you the current bill on the account. It's
22 just account information details, how much is owed,
23 when the bill's due and that particular type of
24 information.

25 Q. **Is this a record that the company**

1 **relies on in the ordinary course of its business?**

2 A. Yes, it is.

3 Q. Judge, I'd move for -- I'm sorry. Is
4 **this an account detail for Account No. 1124115152**
5 **for Jerreld Fisher at 3712 North Euclid, Unit 1?**

6 A. It is.

7 MS. GIBONEY: Judge, I'd ask that
8 Exhibit 218 be admitted into evidence.

9 JUDGE BUSHMANN: Any objections?

10 (No response.)

11 JUDGE BUSHMANN: Hearing none, it is
12 received.

13 (AMEREN MISSOURI EXHIBIT 218 WAS
14 RECEIVED INTO EVIDENCE.)

15 BY MS. GIBONEY:

16 Q. Ms. Hart, if we look at Exhibit 218,
17 **does it state when service to Euclid in**
18 **Mr. Fisher's name began?**

19 A. It does state account opened on
20 October 12th of '10.

21 Q. All right. I'd ask you to look at
22 **Exhibit 216.**

23 A. Okay.

24 Q. Do you recognize that?

25 A. Yes. This is a screen shot of a

1 select service order. It's service orders screen
2 that we look at.

3 Q. All right. And is this select
4 service orders for 3712 North Euclid, Unit 1,
5 St. Louis, Missouri?

6 A. It is.

7 Q. And does -- what type of record is
8 this? What does it tell the company?

9 A. It will go back and it will tell what
10 dates. If you look on there, you see that it says
11 connect. It has some disconnects. So it's going
12 to tell you at the point that it went from one name
13 into another name and the date that it was taken
14 out. It also tells you if the service was turned
15 off for non-pay, what date did we reconnect the
16 service, that type of information. They're
17 actually service field orders.

18 Q. Okay. And is Exhibit 216, the select
19 service order, is this also a company record that's
20 generated and used in the ordinary course of
21 business?

22 A. It is.

23 MS. GIBONEY: Judge, I'd ask for
24 Exhibit 216 to be admitted into evidence.

25 JUDGE BUSHMANN: Any objections?

1 (No response.)

2 JUDGE BUSHMANN: Hearing none, it's
3 received.

4 (AMEREN MISSOURI EXHIBIT 216 WAS
5 RECEIVED INTO EVIDENCE.)

6 BY MS. GIBONEY:

7 Q. Ms. Hart, does Exhibit 216 tell us
8 when service went out of Mr. Fisher's name at
9 3712 North Euclid?

10 A. It does. It shows on June 30th of
11 '11 there was a connect, which is a brand-new --
12 well, if you look at the order reason or action, it
13 will say that it changed names. So it changed from
14 Mr. Fisher to an Erica Brufford on June 30th of
15 '11.

16 Q. All right. If we look back at
17 Exhibit 201, the account activity statement for
18 Euclid, does the statement show that a final bill
19 for Euclid was issued to Mr. Fisher on July 5th of
20 2011?

21 A. Yes, it does.

22 Q. All right. And after receipt of some
23 payments that were credited to the account, does it
24 show what the final -- final in September amount
25 outstanding on the Euclid account was?

1 A. Yes. It was \$2,343.65.

2 Q. Is that just a few cents shy of the
3 balance that was transferred into this account from
4 Page Avenue?

5 A. That is correct.

6 Q. So in essence, all the amounts for
7 service to Euclid were paid one way or the other
8 while this account was active or shortly
9 thereafter, and what came out of it was just the
10 transferred balance from Page?

11 A. That is correct.

12 Q. You're aware that Mr. Fisher contends
13 he never lived at Euclid?

14 A. Yes, I'm aware of that.

15 Q. Does your review of the company's
16 records give you any reason to dispute that?

17 A. Yes, because he actually -- well,
18 this select service order would be one of the
19 reasons. We have service set up. It shows the
20 date. Under account details as well it shows the
21 date that he started service. We had, I believe,
22 two if not three energy assistance payments that we
23 had received toward the North Euclid address. And
24 as I stated earlier, energy assistance requires
25 that your name be on the document listing you as a

1 person who resides in that home in order for you to
2 get that energy assistance. So those things
3 together would tell me that, yes, he did reside
4 there.

5 Q. Could you turn to Exhibit 217 in your
6 notebook, please. Can you identify that
7 Exhibit 217, please?

8 A. This is what we call a suspended
9 charge screen, and it lets us -- it gives us the
10 information about energy assistance pledges
11 received on a particular account.

12 Q. Exhibit 217, is this a suspended
13 charge for Account 1124115152?

14 A. That's correct.

15 Q. And that's the account for service at
16 3712 North Euclid in Mr. Fisher's name?

17 A. It is.

18 Q. Is this the type of company record
19 that's used and generated in the ordinary course of
20 business?

21 A. Yes.

22 Q. How might a company representative
23 use this information to assist a customer or
24 otherwise?

25 A. If a customer may call to find out if

1 a pledge has been made toward the account, this is
2 a screen that we might look at, because some of the
3 pledges are called in through a portal. They may
4 not actually call in and speak to someone to make
5 that official pledge, but they'll go in and they
6 have a PIN number and they will go ahead and enter
7 it that way. So this is some information for us to
8 be able to tell the customer, yes, we received that
9 pledge or not and how much it was for.

10 **Q. So the energy assistance agencies are**
11 **assigned a certain PIN number, security code, and**
12 **they can call in and through an automated prompt**
13 **type service they can make a pledge to an account?**

14 **A.** That's correct.

15 MS. GIBONEY: Judge, I'd move for the
16 admission of Exhibit 217.

17 JUDGE BUSHMANN: Are there any
18 objections?

19 (No response.)

20 JUDGE BUSHMANN: Hearing none, it is
21 received.

22 (AMEREN MISSOURI EXHIBIT 217 WAS
23 RECEIVED INTO EVIDENCE.)

24 BY MS. GIBONEY:

25 **Q. I think we covered this, but when we**

1 look at the account financial history at 3712 North
2 Euclid, if we look at Exhibit 201, do we see that
3 shortly before the account was closed on 6/22 of
4 2015, the outstanding balance was transferred in
5 from the Page account?

6 A. Yes.

7 Q. All right. And what's that amount
8 that was transferred in?

9 A. \$2,344.11.

10 Q. So that was, we'll say, near the end
11 of the Euclid account, that amount was transferred
12 in?

13 A. Yes, it was.

14 Q. And can we see from the total bill
15 column that the Euclid account was in arrears for
16 an amount greater than that, but then payments were
17 received that reduced it basically to the amount of
18 the transferred balance?

19 A. Yes. Uh-huh.

20 Q. And those payments, are at least two
21 of those payments reflected in Exhibit 217, the
22 pledge information?

23 A. Yes, they were, one for 300 and one
24 for \$308.

25 Q. And then when the Euclid account was

1 closed, what was the final amount? I mean, when it
2 was transferred debit, what was the final amount?

3 A. The transfer was \$2,343.65.

4 Q. Let's talk about the 2519 St. Louis
5 Avenue address. If we turn to Exhibit 202, what is
6 the period of service that is covered by the
7 account activity statement for Account 8008105161?

8 A. The service started on June the 11th
9 of '12.

10 Q. And then when did it terminate?

11 A. It would have stopped on April the
12 10th of '14.

13 Q. All right. Who was receiving service
14 at 2519 St. Louis Avenue before Mr. Fisher?

15 A. It was his wife, Cheryl.

16 Q. All right. And why did service in
17 her name terminate?

18 A. We were notified that she had passed
19 away.

20 Q. And did someone ask you that the
21 account be terminated?

22 A. Yes. I believe it was her sister.

23 Q. Was there a small outstanding balance
24 on Mrs. Fisher's account at the time of her death?

25 A. Yes, there was.

1 **Q. About how much?**

2 A. You know, it was less than \$100. I
3 don't know the exact amount right now.

4 **Q. Did the company transfer**
5 **Mrs. Fisher's balance into an account for**
6 **Mr. Fisher?**

7 A. We did not.

8 **Q. So when service in Mr. Fisher's name**
9 **began at 2519 St. Louis Avenue, was an amount**
10 **transferred in from another outstanding balance?**

11 A. There was an amount transferred in of
12 \$2,343.65.

13 **Q. And we can see that if we look at**
14 **Exhibit 202, the account activity statement?**

15 A. That is correct.

16 **Q. All right. And it also appears that**
17 **service for June, July and August, charges for**
18 **service for those months kind of hit the account**
19 **all at once; is that correct?**

20 A. Yes, they did, and the reasoning for
21 that was that we had sent -- after the service was
22 taken out of Cheryl Fisher's name, then the service
23 had not gone into anyone else's name. So we had an
24 unknown user, what we call an unknown user card we
25 would have sent out, because we knew service was

1 being used but no one was being held accountable
2 for it. So at the time when we did get
3 Mr. Fisher's call to put service in his name, then
4 we backdated it to the date that it was taken out
5 of Cheryl's name.

6 Q. Okay. So he was responsible for the
7 usage after the date his wife's account ended and
8 then until he called in response to the unknown
9 user card?

10 A. That is correct.

11 Q. If we look at Exhibit 202, is it fair
12 to summarize that the account balance grew over the
13 next 22 months?

14 A. Yes, it did.

15 Q. So as monthly bills for service were
16 sent, payments in full were not received?

17 A. They were not.

18 Q. And eventually was service to
19 Mr. Fisher disconnected at 2519 St. Louis Avenue?

20 A. It was.

21 Q. And what was the reason for that?

22 A. Nonpayment of the bills.

23 Q. All right. I'd ask you to turn to
24 Exhibit 208. Do you recognize that document?

25 A. This is a service orders screen shot

1 for 2519 St. Louis Avenue.

2 Q. All right. And is this the type of
3 record that the company uses in the regular course
4 of its business?

5 A. It is.

6 Q. All right. The data that's in there,
7 is that inputted in the regular course of its
8 business at or near the time of whatever activity
9 or action is shown?

10 A. Yes.

11 MS. GIBONEY: All right. Judge, I'd
12 move for admission of Exhibit 208.

13 JUDGE BUSHMANN: Any objections?

14 (No response.)

15 JUDGE BUSHMANN: Hearing none, it's
16 received.

17 (AMEREN MISSOURI EXHIBIT 208 WAS
18 RECEIVED INTO EVIDENCE.)

19 BY MS. GIBONEY:

20 Q. All right. And you've testified, I
21 believe, that service terminated on April 10th of
22 2014. Does Exhibit 208, what does it tell us about
23 that termination?

24 A. Well, it tells us that there was a
25 connect order entered under Mr. Fisher's name.

1 Q. I'm sorry. I'm asking about the
2 April 10th entry.

3 A. Oh, I'm sorry. It shows that it was
4 disconnected on April 10th of '14.

5 Q. And then what does it say under
6 April 9th, what was the order that was put in?

7 A. April 9th, it was -- it says cut out
8 for non-pay, which means it was disconnected for
9 nonpayment of the bill.

10 Q. You testified earlier that you
11 reviewed these call contacts lists that we have in
12 evidence, correct?

13 A. Yes.

14 Q. You've listened to recordings?

15 A. Yes.

16 Q. You've reviewed other account
17 records?

18 A. I have.

19 Q. Did you see in these documents for
20 Page, for Euclid and for St. Louis Avenue any
21 contact note that indicated that, prior to the
22 April 10th, 2014 disconnection, that Mr. Fisher
23 disputed his responsibility for any of these
24 charges?

25 A. There were no disputes.

1 Q. So prior to termination of the
2 account, no records where he's calling in asking
3 whose bill is this?

4 A. No, none.

5 Q. All right. You've mentioned that the
6 account for St. Louis Avenue, the first account
7 fell into arrears; is that correct?

8 A. It did, yes.

9 Q. There were some payments made,
10 though, correct?

11 A. Yes, there were some.

12 Q. All right. Were any of the payments
13 made at the time this account was active, were any
14 of those payments made by Mr. Fisher?

15 A. And which exhibit would that be?

16 Q. I'm looking at Exhibit 202. Yeah,
17 Exhibit 202. So before the account was terminated,
18 if we compare Exhibit 202 and the contact notes,
19 can we determine the source of the payments?

20 A. No, those were not made by
21 Mr. Fisher.

22 Q. Generally speaking, who were they
23 made by?

24 A. Energy assistance.

25 Q. Can we confirm that by just comparing

1 **dates and looking back at the contact notes to see**
2 **when pledges were made for his account?**

3 A. We can, yes.

4 Q. **Were any payments made after the date**
5 **service was disconnected, if we look at**
6 **Exhibit 202?**

7 A. Yes. There were two payments made,
8 one on September 23rd of '14 for \$50, and another
9 one on November 4th of '14 for \$50.

10 Q. **And did you hear Mr. Fisher's**
11 **testimony earlier that he had made two \$50**
12 **payments?**

13 A. I did.

14 Q. **And did you hear him say that he did**
15 **believe that the company credited him for those**
16 **payments?**

17 A. I did hear him say that, but he was
18 credited for the dates that I just gave you.

19 Q. **All right. If we look at**
20 **Exhibit 205, the contacts for the first St. Louis**
21 **Avenue account, in November of 2014 does Mr. Fisher**
22 **call and ask that his service be restored? If I**
23 **find the page number, I'll tell you.**

24 A. Yeah.

25 Q. **Page 4 possibly.**

1 A. It is, and I see it's 4. I'm sorry.
2 Could you repeat the question?

3 Q. **In November of 2014, did Mr. Fisher**
4 **call and ask that his service be restored?**
5 **Actually, if you look back at page 5.**

6 A. Okay. Yes, he did call and state
7 that he wanted his service turned back on --

8 Q. **Okay.**

9 A. -- November 21st.

10 Q. **And did the advisor talk to him about**
11 **his balance?**

12 A. Yes. She gave him the amount owed,
13 advised him of his balance, and he said he wanted
14 to at that point talk to a leader.

15 Q. **Okay. And then if we turn the page**
16 **the to page 4, later that day at 3:48 did he and a**
17 **leader talk about a payment agreement?**

18 A. Yes, they did. The leader called
19 Mr. Fisher back to let him know he still owes the
20 balance of 4,770.05 and advised that we have
21 received payment from agencies, but if he wants his
22 service back on, a Cold Weather Rule down payment
23 is required of \$949, and then we would take the
24 remaining and split that over 24 months of \$159 a
25 month to be added to his regular bills.

1 **Q. Is 24 months the usual period for a**
2 **Cold Weather Rule payment agreement?**

3 A. It is not. Typically we give -- we
4 offer 12.

5 **Q. So making it run over 24 months, does**
6 **that lower the monthly payment amount?**

7 A. It does a lot. And it shows here in
8 the contacts that the leader used judgment.
9 Because of the amount of the amount owed, they used
10 judgment to take that out to 24 months.

11 **Q. All right. And so the company**
12 **offered to connect service, and did Mr. Fisher say**
13 **okay?**

14 A. Yes, he did.

15 **Q. And then did he provide some normal**
16 **information you would get about what a field**
17 **personnel's going to find when they get there?**

18 A. He did advise us that he had two
19 pitbulls on the property and that he would put
20 those up.

21 **Q. All right. Did Mr. Fisher himself**
22 **call back and make a payment that would initiate**
23 **that payment agreement?**

24 A. No.

25 **Q. All right. Did an energy assistance**

1 **agency call in with a payment or call in to inquire**
2 **about that a couple months later?**

3 A. Yes. In fact, January 22nd of '15 we
4 had some energy assistance inquiries on that.

5 Q. And at the time that a pledge is
6 made, is that when a connect order is issued?

7 A. Yes, it is.

8 Q. Now, when a connect order is put in
9 at an address for an account where service has been
10 off for quite a while, is a new account number
11 assigned?

12 A. A new account number is assigned, and
13 in this case it looks like there was a six-month
14 wiring okay that was required on January 22nd as
15 well.

16 Q. So if we look at Exhibit 206, this is
17 the second set of contacts for St. Louis Avenue.
18 Is this for the new account that was set up
19 pursuant to the connect order?

20 A. It is.

21 Q. So if we look at page 6 of those
22 contacts, we see entries for a similar date,
23 January 22nd, 2015; is that correct?

24 A. That is correct.

25 Q. All right. And at that time you

1 actually receive a pledge of the amounts nec-- of
2 that initial payment amount?

3 A. We actually received two pledges, one
4 for \$233 and one for 716 that were made.

5 Q. If there's going to be a wiring
6 inspection requirement, is that added at the time
7 that the pledges are made or the payment's made and
8 a connect order's entered?

9 A. That is correct.

10 Q. Let's turn to Exhibit 207. Actually,
11 let me hand you something. I've handed you what's
12 been marked Exhibit 207. Do you recognize that?

13 A. Yes. This is the electrical code.

14 Q. For?

15 A. For St. Louis. St. Louis City.

16 Q. All right. And if you turn to the
17 back, is there a city clerk's certification and a
18 raised seal attached to that copy?

19 A. There is.

20 MS. GIBONEY: Judge, I'd move for the
21 admission of Ameren Missouri Exhibit 207.

22 JUDGE BUSHMANN: Any objections?

23 (No response.)

24 JUDGE BUSHMANN: Hearing none, it's
25 received.

1 (AMEREN MISSOURI EXHIBIT 207 WAS
2 RECEIVED INTO EVIDENCE.)

3 MS. GIBONEY: Judge, I'd ask for
4 permission for Ms. Hart to read just a paragraph
5 from the code aloud.

6 JUDGE BUSHMANN: Go ahead.

7 BY MS. GIBONEY:

8 Q. Ms. Hart, would you turn to page
9 25.2-99, and let me know when you get there.

10 A. Okay.

11 Q. Would you please read subsection G of
12 Annex H.

13 A. Yes. It's reinspection disconnected
14 service. The fee shall be charged for reinspection
15 of structures or premises for which the electrical
16 service has been not in use for a period of six
17 months or more. It shall be unlawful to use or
18 permit the use of or to supply electric current for
19 heating, lighting or power in any structure or on
20 any premise until the required reinspection has
21 been made. Should the required reinspection not be
22 applied for, the electrical inspections supervisor
23 shall order the electrical power company who, upon
24 receiving notice from the electrical inspection
25 supervision, shall immediately disconnect the

1 electrical service or current to such building,
2 structure or premise, and no electric service shall
3 be furnished until so ordered by the electrical
4 inspection supervisor.

5 **Q. So under the code of the City of**
6 **St. Louis, does the company have any discretion to**
7 **waive a wiring inspection?**

8 A. We do not.

9 **Q. Let's turn back to Exhibit 208,**
10 **service orders for 2519 St. Louis Avenue. We've**
11 **talked about calls and pledges on January 22nd of**
12 **2015, and we talked about a connect order. Does**
13 **this service order reflect that connect order?**

14 A. It does, yes.

15 **Q. What does it say?**

16 A. It shows January 23rd of '15 connect
17 order was taken, but it shows that the order reason
18 or action is a six-month wiring okay requirement.
19 So if you look back to the far right-hand side,
20 it's a held order, meaning it is not going to go
21 anywhere until we get that wiring okay from the
22 city.

23 **Q. And that -- that's the status of this**
24 **request for reconnection today, correct, the**
25 **order's just being held?**

1 A. Yes, it is.

2 Q. Pending a wiring inspection?

3 A. That is correct.

4 Q. Is agreeing to furnish service and
5 issuing a connect order but holding or suspending
6 that order, is that permitted under the company's
7 tariffs?

8 A. It is.

9 Q. I'd ask you to turn to Exhibit 220.
10 Do you recognize that?

11 A. Yes. This is a tariff sheet
12 number 102, and it's effective date June 30th of
13 2013.

14 Q. And does this have a MoPSC schedule
15 number at the top?

16 A. It does, number 6.

17 MS. GIBONEY: Judge, I ask that
18 Exhibit 220 be admitted.

19 JUDGE BUSHMANN: Any objections?

20 (No response.)

21 JUDGE BUSHMANN: Hearing none, it's
22 received.

23 (AMEREN MISSOURI EXHIBIT 220 WAS
24 RECEIVED INTO EVIDENCE.)

25 BY MS. GIBONEY:

1 **Q. Ms. Hart, this is the tariff that**
2 **allows the company to hold their suspended order**
3 **for certain reasons, correct?**

4 A. That is correct.

5 MS. GIBONEY: I'd ask permission for
6 Ms. Hart to be allowed to read paragraph F.

7 JUDGE BUSHMANN: Go ahead.

8 THE WITNESS: Under company
9 obligations, in supplying service to customers,
10 company shall furnish such service within a
11 reasonable length of time dependent upon the
12 availability of materials, labor and system
13 capacity and after all necessary easements, permits
14 and approvals are obtained from the customer and
15 other governmental and regulatory authorities
16 having jurisdiction.

17 BY MS. GIBONEY:

18 **Q. And would the City of St. Louis be a**
19 **governmental authority having jurisdiction?**

20 A. Yes, it would.

21 **Q. And you would need the approval from**
22 **the City before you could proceed, correct?**

23 A. That is correct.

24 **Q. Let me ask you to turn to**
25 **Exhibit 219, please. Do you recognize that?**

1 A. This is an account activity statement
2 for Jerreld Fisher, 2519 St. Louis Avenue, account
3 number 8008105170.

4 **Q. So is this the account activity**
5 **statement for the new account, we would say?**

6 A. It is.

7 **Q. Why was this account activity**
8 **statement generated? Why was it created?**

9 A. It would have been because the
10 connect order was entered for the connect but it's
11 being held because of the wiring okay. So it would
12 have been a new account.

13 **Q. So this was -- basically, this was**
14 **set up in anticipation of providing that service?**

15 A. That's correct.

16 **Q. Was this account activity statement**
17 **prepared and used in the same way as the prior ones**
18 **that have been admitted into evidence?**

19 A. Yes.

20 MS. GIBONEY: Judge, I'd ask for the
21 admission of Exhibit 219.

22 JUDGE BUSHMANN: Any objections?

23 (No response.)

24 JUDGE BUSHMANN: Hearing none, it's
25 received.

1 (AMEREN MISSOURI EXHIBIT 219 WAS
2 RECEIVED INTO EVIDENCE.)
3 BY MS. GIBONEY:

4 Q. All right. You've heard Mr. Fisher's
5 testimony here today that no wiring inspection has
6 been obtained from the City, correct?

7 A. That is correct.

8 Q. And did you also independently verify
9 that?

10 A. I did.

11 Q. What did you do?

12 A. I made a call to St. Louis City to
13 the electrical group and I asked if there had been
14 a wiring inspection okay for 2519 St. Louis Avenue,
15 and I was told by a lady named Michelle there that
16 there had been none.

17 Q. So pledges had been made in January
18 of 2015 to initiate a Cold Weather Rule payment
19 agreement, but the order to connect was held
20 because of the wiring inspection, correct?

21 A. That is correct.

22 Q. Did the company hear from
23 Mr. Fisher about a wiring inspection?

24 A. No.

25 Q. Okay. Did the company next hear from

1 **Mr. Fisher in May of 2016?**

2 A. And which exhibit is that?

3 Q. You can look at Exhibit 205, possibly
4 **Exhibit 206. Page 2 of Exhibit 205.**

5 A. May 10th of '16. We advised -- at
6 that time the leader advised Mr. Fisher that \$3,816
7 is needed for a reconnection, and that the wiring
8 okay is still required. He stated at that point
9 that he would check with agencies for assistance.

10 Q. All right. And Exhibit 211, the
11 **recording, that's a recording of a May 10, 2016**
12 **call; is that correct?**

13 A. That's correct.

14 Q. And during that call the rep confirms
15 **that there's a connect order pending?**

16 A. Yes.

17 Q. And there's a wiring inspection
18 **requirement?**

19 A. That's correct.

20 Q. And as you just stated, she informs
21 **him of the amount necessary to reconnect?**

22 A. Yes.

23 Q. Does that satisfy Mr. Fisher or does
24 **he ask to be transferred?**

25 A. On --

1 Q. You call it the leader, so --

2 A. Yes. He spoke with the leader on
3 May 10th.

4 Q. During the call on Exhibit 211, does
5 Mr. Fisher accept the information that he needs to
6 pay \$3,816 to reconnect or does he just ask for his
7 bill to be forgiven?

8 A. He asks for his bill to be forgiven
9 at that point.

10 Q. But he states that the wiring
11 inspection will be no problem, correct?

12 A. That's right.

13 Q. And then does Mr. Fisher call back on
14 May 17th of 2016? I believe we need to look at
15 Exhibit 206. So May 17 of 2016.

16 A. He did call and he spoke with one of
17 the advisors, and she gave him the reconnection
18 amount of 3,816. Also told him that he needed the
19 wiring inspection.

20 Q. Okay. And then she provided him with
21 his account number?

22 A. Yes, she did.

23 Q. And then we mentioned this earlier,
24 but July 17th of 2016, that's a call returned to
25 Mr. Fisher from the company claims department?

1 A. Yes.

2 Q. And he had made a claim because his
3 house had been broken into and he felt that that
4 was the company's responsibility; is that correct?

5 A. He did.

6 Q. And Exhibit 213 is a recording of
7 that call, is it not?

8 A. It was, yes. It is.

9 Q. And again, as we said earlier, she
10 gives him the number for the billing department and
11 advises him that the loss of his service was a
12 billing matter?

13 A. That's correct, and that it wasn't
14 something that she could help him with.

15 Q. Exhibit 214, that was his follow-up
16 call to the billing department on July 17th?

17 A. Yes.

18 Q. At that point the company's still
19 ready to reconnect with the wiring inspection and
20 the \$3,800 payment?

21 A. Yes. Everything's still as it was
22 previous.

23 Q. But during that call he does not
24 request service, does he?

25 A. No, he does not.

1 Q. He states that his wires have been
2 cut and he can't get service back on anyway?

3 A. That's correct.

4 Q. And that's Exhibit 214?

5 A. Yes.

6 Q. Okay. And then Exhibit 215 is a
7 third call, the last call that we have recorded
8 between Mr. Fisher and the company?

9 A. It is.

10 Q. On July 17th?

11 A. Yes.

12 Q. And he wants to speak with someone
13 about his lawsuit; is that correct?

14 A. That is correct.

15 Q. Does a representative again tell
16 Mr. Fisher's there's an order to reconnect his
17 power and the company's waiting on the wiring
18 inspection?

19 A. Yes.

20 Q. And then does he tell her, my
21 wiring's been stolen and I can't have power?

22 A. He said it wasn't really about the
23 power at that point.

24 Q. And again, does he state that he
25 expects the company to forgive his bill?

1 A. He does.

2 Q. Let me ask you briefly about the
3 arrangement that Mr. Fisher mentioned with Argon.
4 That was a collection agency that the company
5 utilized; is that correct?

6 A. Yes, it is.

7 Q. The company doesn't have a copy of
8 any agreement between Mr. Fisher and Argon, does
9 it?

10 A. We do not.

11 Q. Is Argon permitted under its
12 agreements with the company to tell someone they
13 can have their service turned back on?

14 A. No. They can set up payment
15 arrangements with the customer on the amount that
16 they have that they're trying to collect, but if
17 it's anything to do with service reconnection,
18 that's going to come back to Ameren and we're going
19 to collect that and take care of that on our side.

20 Q. If you know, how would an agreement
21 about making payments with the collection agency,
22 how would that benefits a customer if they have an
23 outstanding balance?

24 A. An agreement between Argon and the
25 customer?

1 **Q. Yeah.**

2 A. Well, it would benefit them because,
3 you know, they're probably not able to come up with
4 that amount all at one time. If they aren't able
5 to, then that's going to make it convenient for the
6 customer.

7 **Q. Okay. We heard Mr. Fisher testify**
8 **that -- I think this is what I heard him say --**
9 **that he only lived at Page Boulevard just a short**
10 **time, correct?**

11 A. That is correct.

12 **Q. But, in fact, his service terminated**
13 **when he called to request that it be taken out of**
14 **his name, correct?**

15 A. That is correct.

16 **Q. So it's not when a customer leaves**
17 **the premises; is that correct?**

18 A. No. We will not stop that service
19 unless we either hear from the customer to state
20 that they want service taken out of their name or
21 unless a new customer is moving in and is calling
22 us to put service into their name.

23 MS. GIBONEY: I'm looking for a
24 tariff, Judge. Give me just a second. Judge, I'd
25 ask that you take administrative notice of Union

1 Electric tariff sheet 102, general rules and
2 regulations, under the general provisions G,
3 customer obligations. I don't seem to have that
4 with me, but I can let you -- tell you what it
5 says.

6 JUDGE BUSHMANN: What's the tariff
7 sheet?

8 MS. GIBONEY: I think it's tariff
9 sheet 102 -- well, that's sheet 102. Tariff sheet
10 103.

11 JUDGE BUSHMANN: So it's Schedule
12 No. 6, Sheet No. 103?

13 MS. GIBONEY: I think that's correct.
14 I thought I had it and I don't.

15 JUDGE BUSHMANN: Any objections to
16 taking official notice of that tariff sheet?

17 (No response.)

18 JUDGE BUSHMANN: Then the Commission
19 will take official notice of Ameren Missouri's
20 electric tariff schedule No. 6, Sheet No. 103.

21 MS. GIBONEY: Judge, I have no
22 further questions, and I tender the witness for
23 cross-examination.

24 JUDGE BUSHMANN: First cross would be
25 by Staff.

1 MS. MERS: Nothing. Thank you.

2 JUDGE BUSHMANN: Mr. Fisher, do you
3 have any questions that you'd like to ask Ms. Hart?

4 MR. FISHER: Yes, sir, I do.

5 JUDGE BUSHMANN: Go right ahead.

6 CROSS-EXAMINATION BY MR. FISHER:

7 Q. I have a question regarding the
8 audio/visual contribution. We had one concerning
9 the 5103 Page. I'd like to hear the one where
10 service was requested at Euclid.

11 JUDGE BUSHMANN: Do we know which one
12 that is?

13 MS. GIBONEY: We don't have a
14 recorded call for that, Judge. He may be asking
15 her if they have one. I'm not sure.

16 JUDGE BUSHMANN: Mr. Fisher, are you
17 asking whether or not Ameren Missouri has that
18 recording here today?

19 MR. FISHER: No, sir. I'm saying
20 that is a fraudulent attachment to my name. I made
21 no such request. That's why you have no recording
22 of me asking for service there.

23 JUDGE BUSHMANN: Do you want to ask a
24 question about that?

25 MR. FISHER: Yes, sir. I wanted to

1 find out if they said there was a recording of the
2 one location, was there a recording of requested
3 service at the second location?

4 JUDGE BUSHMANN: Ms. Hart, can you
5 answer that?

6 THE WITNESS: I'm sorry. I don't
7 think I heard everything he said.

8 JUDGE BUSHMANN: Can you repeat your
9 question, Mr. Fisher?

10 BY MR. FISHER:

11 Q. I was referring back to the
12 audiovisual response to my ordering service on
13 Page, and I'm asking if there is an audio record of
14 my requesting service at the other location?

15 A. At the Euclid location?

16 Q. Yes, ma'am, that is correct.

17 A. We do not have a recording for that
18 particular call.

19 Q. Okay. I also have a question. Just
20 want to get in the record that there was no such
21 call and I made no such call.

22 I have a question regarding the four
23 payments on Page that were listed and also the
24 balance on Page that was listed. On Page, the
25 balance listed is \$2,324, and the duration of that

1 usage was simultaneous with the usage listed on
2 Euclid.

3 A. That is correct.

4 Q. They have overlapping service. And
5 the question was, since there's overlapping
6 service, about simultaneous usage in those two
7 locations while -- and that the bill for one, which
8 was eight months, and the other one which was one
9 year, somehow ended up \$2,300. So somehow we
10 matched up the billing for both of those locations
11 at ironically about \$2,300 each, a difference of a
12 couple of dollars for a different period of time
13 for simultaneous usage, which is questionable at
14 the very least. I deny having service at Euclid,
15 ever requesting it or being responsible for it and
16 indicated that it was identity theft.

17 JUDGE BUSHMANN: Mr. Fisher, do you
18 have a question?

19 MR. FISHER: Yes, sir, I do have a
20 question. I'm trying to get this related at this
21 point. So is there some reason that they did not
22 shut off the power prior to the bill being \$2,300
23 in two locations? I guess by silence there's no
24 reason that that --

25 JUDGE BUSHMANN: I think she's

1 reviewing her information.

2 THE WITNESS: I am. I'm looking,
3 Mr. Fisher. Just a moment, please.

4 BY MR. FISHER:

5 Q. All right. Thank you.

6 A. Okay. As I reviewed our records, the
7 activity statement for Page, it looks like there
8 were three payments. Let's see. There was one on
9 August the 11th of 2010, one on September 9th of
10 '10, and one on September 28th of '10, and another
11 \$270 one on March 5th of '11.

12 But to answer your question, the
13 reason why you would not have been disconnected was
14 because it looks like you had a payment agreement
15 set up on the account on February 21st of '11,
16 which would have taken any prior balance and it
17 would have held it in order for you to make smaller
18 monthly payments along with your regular bills, and
19 that in itself would have stopped any disconnection
20 at that point.

21 So that's what happened in, like I
22 said, February 21st of '11. And then it looks like
23 that payment agreement defaulted April 20th of '11
24 due to the payments not being made as requested.

25 Q. I have a question regarding payment

1 arranged through my Congressman. There were
2 several reconnects that were requested by my
3 Congressman, Congressman Clay, and they came and
4 restored my power and he made arrangements that
5 monies would be provided to meet whatever
6 requirement you had and my power could be restored.
7 Do you have record of the payments prompted by my
8 Congressman?

9 MS. GIBONEY: Mr. Fisher, can I ask
10 you what account you're talking about, which
11 address?

12 MR. FISHER: I'm talking about the
13 2519 St. Louis Avenue.

14 THE WITNESS: Okay. I was looking
15 for Page. I'm sorry.

16 MR. FISHER: Yes, ma'am.

17 MS. GIBONEY: So are you looking at
18 Exhibit 202, Mr. Fisher, the account activity
19 statement for St. Louis Avenue?

20 MR. FISHER: No, ma'am. I'm not
21 looking at anything. I'm only bringing to light
22 that there were disconnects prior to my final
23 disconnect the day after the Cold Weather Rule and
24 that I had, not having funds to pay my electric
25 bill, I contacted my Congressman who called

1 AmerenUE and made arrangements to have my power
2 restored, which it was on multiple locations --
3 multiple occasions. And he made arrangements to
4 get money for the utility bill, and I'm inquiring
5 about at least three different times my power was
6 restored by my Congressman.

7 THE WITNESS: I'll need just a minute
8 to look through the contacts. Okay. I show on
9 St. Louis Avenue there were disconnection notices
10 mailed out on January 23rd and 29th of '13. There
11 were again notices mailed out February 21st and
12 26th of '13, but I'm not seeing any disconnection.

13 Disconnect notices mailed out on
14 March 19th. Then I see disconnect notices mailed
15 out May 22nd and 28th of '13. Okay. I do show
16 where your service was disconnected on June the
17 17th of '13. It looks like you got some energy
18 assistance and the issue -- it looks like you got
19 pledges totaling \$2,200 and the service was issued,
20 the reconnect was issued on looks like June 5th of
21 '13.

22 So I don't see anything about a
23 Congressman or anything, but I do see these were
24 pledges. Is that what you were referring to?

25 Q. I'm not aware of the mechanism by

1 which they got it turned on. He requested my
2 service be reconnected. They came out and hooked
3 it up. He said he would make efforts on my behalf.
4 I have no idea specifically what was done.

5 But I was wondering, was it listed in
6 the record, and there were multiple occurrences.

7 A. Well, like I said, I do see that one
8 and was reconnected, and then --

9 MR. FISHER: Your Honor?

10 JUDGE BUSHMANN: Yes, sir.

11 MR. FISHER: I have a question. The
12 smoking gun, as it were, in this particular
13 issue --

14 JUDGE BUSHMANN: Is this a question
15 for me or Ms. Hart?

16 MR. FISHER: I'm asking a question
17 about a publication at the Missouri Public Service
18 Commission, 4 Charles Samuel Randolph, 240-13.035,
19 which is denial of service statute or regulation.
20 And I'm asking about -- and it does state in there
21 that the required burden of proof belongs to the
22 utility company and not to myself.

23 And I see from the records that have
24 been presented that there is nothing showing that I
25 have ever requested service at Euclid or lived at

1 Euclid, and there is no proof other than these
2 numbers on the record that that situation existed
3 or that it was anywhere other than illegitimate.

4 JUDGE BUSHMANN: I'm afraid I didn't
5 get a question there.

6 MR. FISHER: Well, I'm questioning
7 the information that's been testified upon.

8 JUDGE BUSHMANN: You can do that --

9 MR. FISHER: I'm not a lawyer, sir.

10 JUDGE BUSHMANN: Mr. Fisher, you'll
11 have an opportunity if you want to discuss the
12 information in the hearing and question the
13 evidence, you can submit something in writing at
14 the time the briefs are due and you can make that
15 argument to the Commission. Right now I just need
16 to know if you have any other questions for
17 Ms. Hart.

18 MR. FISHER: Yes, sir. I was trying
19 to -- she represented the electric company's person
20 who had the record. I was trying to determine if
21 these things were in the record.

22 JUDGE BUSHMANN: I think she's
23 answered that question. Do you have any other
24 questions?

25 BY MR. FISHER:

1 Q. There is no recording. Back to the
2 thing of Argon Collections and the payments made to
3 them. They did not honor the agreement with Argon
4 Collections even though I had made -- basically
5 accepted to pay whatever the bill was, that when
6 they refused to honor the agreement I made with
7 their collection agent, basically I stopped paying
8 them, and they gave me an exorbitant fee to have my
9 power restored, which I was well unable to pay.

10 So I've done everything that I can do
11 in this situation, and I don't understand why that
12 would not have been honored. And there is in the
13 record the two payments that I made.

14 JUDGE BUSHMANN: Is that a question
15 for Ms. Hart?

16 MR. FISHER: Yes, ma'am. I'm asking
17 about the payments made to Argon Collections.

18 JUDGE BUSHMANN: What was it you
19 wanted to know about that?

20 MR. FISHER: Well, I think she said
21 there was a verification of the payments, and I'd
22 like to know the date of the payments and the
23 payment amounts.

24 THE WITNESS: Okay. Mr. Fisher, if
25 you look at Exhibit 202, on the very last page, it

1 shows down at the bottom there was a payment on
2 September 23rd of '14 for \$50, and then if you see
3 that note right underneath that, it says debit
4 uncollectible. That means that it went to a
5 collection agency. The 11 -- on 11/4/14 there was
6 another payment of \$50, and right underneath that
7 it says again debit uncollectible.

8 MR. FISHER: I was aware that that
9 had been given notice that they accepted those
10 payments through their agent but had no idea that
11 there would be no responsibility on their part if I
12 made an agreement to pay the fraudulent, in my
13 estimation, indebtedness. I accepted no
14 responsibility for Euclid and did never request
15 service at Euclid.

16 JUDGE BUSHMANN: Mr. Fisher, I'm
17 afraid you're testifying again. This is only a
18 time to ask questions. So do you have any
19 additional questions?

20 MR. FISHER: I'm sorry. I'm sorry,
21 your Honor. I'm not trying to upset things at this
22 point. I'm just saying that I didn't think I'd
23 been fairly treated, and I was just trying to get
24 that out there.

25 JUDGE BUSHMANN: That's fine. Do you

1 have any further questions you wanted to ask
2 Ms. Hart?

3 MR. FISHER: No, sir, I don't.
4 That's fine.

5 JUDGE BUSHMANN: Is there any
6 redirect by Ameren Missouri?

7 MS. GIBONEY: Just very short
8 redirect.

9 REDIRECT EXAMINATION BY MS. GIBONEY:

10 Q. Ms. Hart, Mr. Fisher has asked you
11 about what he considers an ironic coincidence about
12 the final balances at the Page account and the
13 Euclid account. But, in essence, all the current
14 charges at Euclid were paid while that account was
15 active, correct?

16 A. They were all paid by an energy
17 assistance agency.

18 Q. And so all that left on Euclid was
19 the amount that had come in from Page, correct?

20 A. That's correct, except for I believe
21 something around 46 cents and, you know, other than
22 the amount. So add 46 cents to the amount that
23 came from Page and that's -- that's what we
24 transferred on to --

25 Q. Or subtract?

1 A. Or subtract, yeah. I'm sorry.

2 Q. So it's not as though there was an
3 identical amount of usage for one address for a
4 year and another address for six or eight months;
5 it's a balance transferred from one account to the
6 other and then came out of that account?

7 A. That's correct.

8 MS. GIBONEY: No further questions,
9 Judge.

10 JUDGE BUSHMANN: Thank you.

11 Ms. Hart, you may step down.

12 One question about the exhibits,
13 Ameren Missouri exhibits. 209 through 215, the
14 calls that are on the disk, I think because those
15 do have personal identifying information, Social
16 Security number, telephone number, that information
17 I think should be confidential. So I'm going to
18 change the classification for 209 through 215 to C
19 for confidential. The other information on the
20 recording would not be, but that particular
21 information would be.

22 And does the court reporter have
23 Ameren Missouri's original exhibits?

24 MS. GIBONEY: I believe it's sitting
25 at the witness stand. I'll hand that to her.

1 JUDGE BUSHMANN: Very good. So the
2 briefs will be due no later than October 31st,
3 although briefs are optional for Mr. Fisher and
4 Staff. The transcript will be available Tuesday,
5 October 17th.

6 Do any of the parties have any
7 additional matters that need to be discussed at
8 this point?

9 MS. GIBONEY: Judge, could I run
10 through with you my exhibit list? I believe that I
11 offered and you admitted everything that was on the
12 list.

13 JUDGE BUSHMANN: Everything that you
14 provided to me on your exhibit list was offered and
15 admitted. The only change I made was to the
16 designation of 209 through 215.

17 MS. GIBONEY: And just so you know,
18 the disk is marked confidential for the telephone
19 calls. So it is marked that way.

20 JUDGE BUSHMANN: That's good.
21 Anything from Staff?

22 MS. GIBONEY: Could I ask one more
23 question about the briefing? Since I might be the
24 only one that files one, is there a format you
25 prefer, statement and facts and conclusions of law,

1 or do you have --

2 MR. BUSHMANN: It doesn't need to be.
3 You can state facts that support your arguments,
4 just a basic cite to the record. I don't need
5 findings of fact and conclusions of law.

6 MS. GIBONEY: Thank you.

7 JUDGE BUSHMANN: Mr. Fisher, that
8 concludes today's hearing. Thank you for your
9 participation, sir.

10 MR. FISHER: Sir, I have one other
11 thing I would like to put on the record. The
12 document of the denial of service which is for
13 startup of electric, and it is clearly stated in
14 that particular document if there's any type of
15 conflict, that they cannot shut off your power if
16 there's any type of discontinuity.

17 It also indicates clearly that it is
18 the burden of proof of the power company to prove
19 anything that was said.

20 JUDGE BUSHMANN: Are you talking
21 about -- are you talking about something that was
22 published by the Public Service Commission?

23 MR. FISHER: Yes, sir. I'm talking
24 about denial of service, a letterhead entitled
25 denial of service, and I did give you the correct

1 indication of that document. I'll read that again.

2 JUDGE BUSHMANN: I think I have it.

3 MR. FISHER: Yes, sir. That should
4 be on the record. All right.

5 JUDGE BUSHMANN: Does it say at the
6 top Denial of Service, a publication of the
7 Missouri Public Service Commission?

8 MR. FISHER: Yes, sir, it does.

9 JUDGE BUSHMANN: And then it has
10 paragraphs that say, a utility may refuse to
11 provide service, and then below that it says, a
12 utility may not refuse to provide service?

13 MR. FISHER: Yes, sir, that is the
14 document. Does indicate clearly that the utility
15 has the burden of proof.

16 JUDGE BUSHMANN: Any parties have an
17 objection? Since this is a document of the
18 Commission created by the Commission, I think I can
19 take official notice of it. Do the parties have
20 any objection to taking official notice of that
21 document?

22 MS. GIBONEY: No objection.

23 JUDGE BUSHMANN: I will have it
24 marked as an exhibit.

25 MR. FISHER: Your Honor, one other

1 thing. In the response to the formal letter from
2 Ameren, the letter states the only thing that they
3 agreed to that they were liable for was denial of
4 service. There is an admission in that response
5 that they were guilty of denial of service, and
6 that refers to this document I just raised.

7 JUDGE BUSHMANN: That's an argument
8 that you can present if you want to prepare a brief
9 or a written summary of your arguments and submit
10 that to the Commission. That can be something that
11 you can argue.

12 MR. FISHER: Thank you, sir. Just
13 wanted that on the record.

14 JUDGE BUSHMANN: At Mr. Fisher's
15 request, I'm going to have that Public Service
16 Commission document on denial of service marked as
17 Exhibit 1, and having no objections, that will be
18 received into the record.

19 (COMMISSION'S EXHIBIT 1 WAS RECEIVED
20 INTO EVIDENCE.)

21 MR. FISHER: Thank you, sir.

22 JUDGE BUSHMANN: That concludes
23 today's hearing. We're now adjourned and off the
24 record.

25 (Hearing concluded at 11:31 a.m.)

1	I N D E X	
2	COMPLAINANT'S EVIDENCE:	
3	JERRELD FISHER	
	Questions by Judge Bushmann	23
4	Cross-Examination by Ms. Giboney	28
5	STAFF'S EVIDENCE:	
6	JUSTIN EDWARDS	
	Direct Examination by Ms. Mers	32
7	AMEREN MISSOURI'S EVIDENCE:	
8	CATHY HART	
9	Direct Examination by Ms. Giboney	35
	Cross-Examination by Mr. Fisher	100
10	Redirect Examination by Ms. Giboney	110
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1	STAFF'S EXHIBITS	
2		RECEIVED
3	EXHIBIT 100	
4	Staff Report	34
5	AMEREN MISSOURI'S EXHIBITS	
6	EXHIBIT 200	
7	Account Activity Statement,	
8	5103 Page Blvd.	45
9	EXHIBIT 201	
10	Account Activity Statement,	
11	3712 North Euclid, Unit 1	46
12	EXHIBIT 202	
13	Account Activity Statement,	
14	2519 St. Louis Ave.	47
15	EXHIBIT 203	
16	Contacts List, 5103 Page Blvd.	51
17	EXHIBIT 204	
18	Contacts List, 3712 North Euclid,	
19	Unit 1	52
20	EXHIBIT 205	
21	Contacts List, 2519 St. Louis	53
22	EXHIBIT 206	
23	Contacts List, 2519 St. Louis Ave.	
24	(2nd Acct.)	53
25	EXHIBIT 207	
	Revised Code, City of St. Louis	
	Annex H, Ch. 25.02 Wiring	86
	EXHIBIT 208	
	1/23/15 Connect Order/Wiring	
	2519 St. Louis Ave.	79
	EXHIBIT 209C	
	JFisher 5/10/10 Call (Page Blvd.)	61
	EXHIBIT 210C	
	JFisher 6/22/11 Call (Page Blvd.)	61

1	EXHIBIT 211C	
2	JFisher 5/10/16 Call (St. Louis Ave) Claims Dept.	61
3	EXHIBIT 212C	
4	JFisher 5/17/16 Call (St. Louis Ave.) Billing Dept.	61
5	EXHIBIT 213C	
6	JFisher 7/19/16 Call (St. Louis Ave.) Billing Dept. (1st)	61
7	EXHIBIT 214C	
8	JFisher 7/19/16 Call (St. Louis Ave.) (2nd)	61
9	EXHIBIT 215C	
10	JFisher 7/19/16 Call (St. Louis Ave.) (3rd)	61
11	EXHIBIT 216	
12	6/30/2011 Service Order/Name Change, 3712 N. Euclid, Unit 1	71
13	EXHIBIT 217	
14	JFisher 3712 N. Euclid, Unit 1 EA Payments	74
15	EXHIBIT 218	
16	JFisher 3712 N. Euclid Account Details	69
17	EXHIBIT 219	
18	JFisher 2519 St. Louis Ave. Account Activity Statement (2nd Acct.)	92
19	EXHIBIT 220	
20	UE Electric Tariff Sheet No. 102	89
21	COMMISSION'S EXHIBITS	
22	EXHIBIT 1	
23	Staff Publication - Denial of Service	115
24		
25		

C E R T I F I C A T E

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

I, Kellene K. Feddersen, Certified
Shorthand Reporter with the firm of Midwest
Litigation Services, do hereby certify that I was
personally present at the proceedings had in the
above-entitled cause at the time and place set
forth in the caption sheet thereof; that I then and
there took down in Stenotype the proceedings had;
and that the foregoing is a full, true and correct
transcript of such Stenotype notes so made at such
time and place.

Given at my office in the City of
Jefferson, County of Cole, State of Missouri.



Kellene K. Feddersen, RPR, CSR, CCR

EVIDENTIARY HEARING Volume 2 10/12/2017

A	85:10,12,18	additional 21:14	97:4,21 109:5	53:24 55:3,7
able 19:11 24:18	91:1,2,4,5,7,12	109:19 112:7	110:17	60:21 61:12
25:3,4,18,19	91:16 94:21	address 17:19	agent 26:11	63:6 69:13
27:10 29:24	103:15 104:10	23:15 24:2,3,4	108:7 109:10	71:4 74:22
31:7 43:7,23	104:18 110:12	37:25 41:23	ago 26:25	79:17 86:21
43:25 50:3	110:13,14	44:21 46:14	agree 21:3	87:1 89:23
55:16 56:5,12	111:5,6 117:6	50:25 62:11	agreed 18:5	92:1 97:18
74:8 98:3,4	117:8,10	65:22 66:10,15	27:17 38:13	99:19 100:17
above-entitled	118:15,17	67:22 72:23	115:3	110:6 111:13
119:9	accountable	76:5 85:9	agreeing 89:4	111:23 115:2
accept 27:20	78:1	104:11 111:3,4	agreement	116:7 117:4
94:5	accounts 37:10	addresses 67:12	83:17 84:2,23	AmerenUE
acceptable 64:1	37:16 57:5	adequacy 18:14	92:19 97:8,20	25:14,18 105:1
accepted 24:18	61:21 62:25	adjoined	97:24 103:14	amount 24:14
108:5 109:9,13	67:12	115:23	103:23 108:3,6	24:24 27:6,9
access 26:15	accrued 40:25	administrative	109:12	27:17 39:19
27:21,22,25	41:1	98:25	agreements	40:21 44:4
28:1 30:22	Acct 117:17	admission 44:25	97:12	56:4 57:18
31:25 55:14	118:18	46:2 47:4 51:7	ahead 32:12	58:9,15,16
56:13 61:8	accumulation	52:1,21 53:19	62:14,18 74:6	59:23 65:9
accessible 28:2	41:5 42:2	60:21 74:16	87:6 90:7	66:11 71:24
account 40:20	accurate 44:19	79:12 86:21	100:5	75:7,11,16,17
41:14 42:11,14	46:24	91:21 115:4	alarm 32:1	76:1,2 77:3,9
42:15,21 43:4	acquired 26:24	admit 28:9	allegation 18:18	77:11 83:12
43:14 44:7,20	action 71:12	61:11	allegations	84:6,9,9 86:2
45:15 46:24	79:9 88:18	admitted 27:24	24:10	93:21 94:18
47:1 49:6,8	active 62:25	61:17 69:8	alleged 25:8	97:15 98:4
50:2,6,21 51:2	72:8 81:13	70:24 89:18	alleges 18:15	110:19,22,22
51:3 52:14,15	110:15	91:18 112:11	allow 64:19	111:3
53:9,13 56:18	activity 41:22	112:15	allowed 90:6	amounts 41:2
56:18 58:6	42:11,14,22	advise 57:17	allows 90:2	42:5 72:6 86:1
62:10,14,22	43:4,14 44:20	59:10,19,22	aloud 87:5	108:23
65:14 66:21,23	45:11,15 46:12	60:13 62:9	alternative	Annex 87:12
67:1,4,7,8 68:3	46:24 66:23	84:18	25:24	117:19
68:11,20,21,22	67:7 71:17	advised 66:10	Ameren 15:13	answer 18:11
69:4,4,19	76:7 77:14	83:13,20 93:5	16:6 17:9,16	101:5 103:12
71:17,23,25	79:8 91:1,4,7	93:6	17:17 18:10,19	answered
72:3,8,20	91:16 103:7	advises 95:11	19:10 21:9,15	107:23
73:11,13,15	104:18 117:6,8	advisor 49:2,5	23:18,22 25:8	answers 33:8
74:1,13 75:1,3	117:10 118:18	50:2 83:10	28:21 29:21	49:3
75:5,11,15,25	actual 42:8	advisors 94:17	34:4 35:1,3,13	anticipation
76:7,7,21,24	add 24:21 26:16	afraid 107:4	36:9 37:23	91:14
77:5,14,18	27:14 31:2	109:17	44:25 45:5	anybody 18:2
78:7,12 80:16	110:22	agencies 74:10	46:7 47:9 51:7	anyway 60:4
81:2,6,6,13,17	added 83:25	83:21 93:9	51:12 52:1,6	96:2
82:2,21 85:9	86:6	agency 85:1	52:21 53:1,19	Apartment

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EVIDENTIARY HEARING Volume 2 10/12/2017

23:13 appear 17:13 47:24 appearance 17:12 APPEARAN... 16:1 appeared 17:16 appearing 17:16 17:23 20:25 appears 20:17 44:21 45:24 77:16 appliances 30:22 applied 87:22 approach 54:24 approval 90:21 approvals 90:14 approximately 17:6 April 76:11 79:21 80:2,4,6 80:7,22 103:23 archived 56:4 archives 56:7 Argon 24:17 97:3,8,11,24 108:2,3,17 argue 115:11 argument 107:15 115:7 arguments 113:3 115:9 arranged 104:1 arrangement 97:3 arrangements 27:4 97:15 104:4 105:1,3 arrears 75:15 81:7 arrived 20:24 arriving 20:18 asked 24:17 33:7 50:7	92:13 110:10 asking 38:4 80:1 81:2 100:14,17 100:22 101:13 106:16,20 108:16 asks 94:8 asserted 19:2 assigned 74:11 85:11,12 assist 36:20 73:23 assistance 39:24 57:20 66:12 67:15,18,19,25 72:22,24 73:2 73:10 74:10 81:24 84:25 85:4 93:9 105:18 110:17 assume 61:2 assumed 26:9 attached 86:18 attachment 100:20 Attorney 16:2 28:4 attorneys 17:11 28:16 31:4 attributable 41:7,11 audio 101:13 audiovisual 101:12 audio/visual 100:8 August 23:16 77:17 103:9 authorities 90:15 authority 18:20 22:15 90:19 automated 48:14,15,17 74:12 automatically	42:18 availability 25:17 26:1 90:12 available 26:8 112:4 Ave 117:10,17 117:21 118:2,4 118:6,8,10,17 Avenue 24:1,10 25:10 26:23 29:2,7 30:13 37:13,25 38:8 38:15 40:21 41:12,15 46:14 47:1 52:12 53:7,13 57:6 72:4 76:5,14 77:9 78:19 79:1 80:20 81:6 82:21 85:17 88:10 91:2 92:14 104:13,19 105:9 average 39:19 award 18:21 aware 72:12,14 105:25 109:8 a.m 17:3,6 115:25 <hr/> B <hr/> back 20:22 32:9 36:6 43:23 44:1 49:21 50:3 51:1 56:6 60:4 70:9 71:16 82:1 83:5,7,19,22 84:22 86:17 88:9,19 94:13 96:2 97:13,18 101:11 108:1 backdated 78:4 bad 31:6	balance 39:9 40:20,24 41:3 41:6,10 65:6 65:10 66:21 72:3,10 75:4 75:18 76:23 77:5,10 78:12 83:11,13,20 97:23 101:24 101:25 103:16 111:5 balances 42:7 110:12 based 18:23 24:16 31:3 38:3 basic 27:5 113:4 basically 25:5 56:21 75:17 91:13 108:4,7 battle 30:4 began 17:3 61:25 69:18 77:9 beginning 32:11 39:16 behalf 17:24 106:3 belief 33:13 believe 36:19 39:11 58:15 64:2 72:21 76:22 79:21 82:15 94:14 110:20 111:24 112:10 belongs 106:21 benefit 26:3 98:2 benefits 97:22 best 18:7 33:12 beyond 22:5 bill 24:5 26:20 27:8 30:18,19 38:12,20 39:6 39:18 43:2,21	43:25 48:2 57:21 68:21 71:18 75:14 80:9 81:3 94:7 94:8 96:25 102:7,22 104:25 105:4 108:5 billed 30:19 42:14 billing 21:10 22:16 24:22 25:6 26:10 27:9,20 36:12 39:19 41:2 42:6 59:10,11 59:17 95:10,12 95:16 102:10 118:4,6 billings 24:7 42:4 44:1 billion 25:3 bills 23:21,23 42:7,9 78:15 78:22 83:25 103:18 bill's 68:23 bit 27:17 61:20 Blvd 117:6,12 117:23,24 bonded 29:20 bottom 109:1 Boulevard 23:13 37:12,13 41:8 41:24 44:21 50:10,22 56:19 57:1 62:6 64:25 65:11 98:9 Box 16:3,8 brand-new 71:11 break-in 59:1 brief 21:6 115:8 briefing 112:23 briefly 97:2
---	---	--	--	---

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EVIDENTIARY HEARING Volume 2 10/12/2017

112:2,3 bring 18:9 19:14 30:3 bringing 104:21 broken 27:10 95:3 Brufford 71:14 Buick 31:13 building 64:3 88:1 bullet 27:17 burden 106:21 113:18 114:15 Bushmann 15:17 17:4,21 18:1,3 19:18 19:24 20:14,17 20:22 22:4,12 22:22 23:1,6 28:14,20 31:1 32:5 33:17,20 33:23 34:3,6 34:14,21,24 35:6 40:12,16 45:1,3 46:3,5 47:5,7 51:8,10 52:2,4,22,24 53:20,22 54:25 60:23 61:1,10 63:5,11,14 64:5,8,13,18 69:9,11 70:25 71:2 74:17,20 79:13,15 86:22 86:24 87:6 89:19,21 90:7 91:22,24 99:6 99:11,15,18,24 100:2,5,11,16 100:23 101:4,8 102:17,25 106:10,14 107:4,8,10,22 108:14,18 109:16,25 110:5 111:10	112:1,13,20 113:2,7,20 114:2,5,9,16 114:23 115:7 115:14,22 116:3 business 36:9 43:16 49:18 54:5 69:1 70:21 73:20 79:4,8 <hr/> C C 17:1 111:18 119:1,1 call 36:5 43:5,21 47:20,22 48:17 49:13,14,25 54:8,9,10,14 56:21,22,24,25 57:9,11,23 58:2,5,12,19 58:21 59:13 60:7,10,17 62:5,8 66:3,5 66:18 73:8,25 74:4,12 77:24 78:3 80:11 82:22 83:4,6 84:22 85:1,1 92:12 93:12,14 94:1,4,13,16 94:24 95:7,16 95:23 96:7,7 100:14 101:18 101:21,21 117:23,24 118:1,3,5,7,9 called 48:1 65:21,24 66:6 66:13,15 74:3 78:8 83:18 98:13 104:25 caller 49:5 calling 57:14 58:5,25 81:2	98:21 calls 19:21 35:3 48:18,18,22 49:3 51:1 54:2 54:3,4,17,21 55:6,12,14,17 55:24 56:6,10 56:12,17 57:4 59:16 60:6 61:18 64:15 88:11 111:14 112:19 capacity 20:7 32:22 90:13 caption 119:10 card 77:24 78:9 care 97:19 case 18:11 27:14 85:13 Cathy 35:4,7,11 116:8 cause 119:9 caused 20:11 29:11 33:1 CCR 15:22 119:21 CD 64:20 center 36:5 43:21 cents 72:2 110:21,22 certain 38:17 54:7 56:3,4 74:11 90:3 certification 86:17 certified 29:20 119:5 certify 119:7 Ch 117:19 chance 34:15 change 39:13 40:16 111:18 112:15 118:12 changed 71:13 71:13	Chapter 35:21 charge 43:22 73:9,13 charged 24:12 24:15 87:14 charges 42:4,6 65:3 77:17 80:24 110:14 Charles 106:18 check 93:9 checked 30:21 Cheryl 76:15 77:22 Cheryl's 78:5 circumstances 65:19 cite 113:4 city 15:8 16:9 29:16,22 30:5 30:8 38:23,24 39:2 40:6 86:15,17 88:5 88:22 90:18,22 92:6,12 117:19 119:15 claim 23:21 58:23 95:2 claims 18:21,22 58:22 59:6 94:25 118:2 classification 40:17 111:18 clause 30:2 Clay 104:3 clear 40:3 clearly 113:13 113:17 114:14 clerk's 86:17 closed 50:21 51:2,3 75:3 76:1 code 30:3 40:7 74:11 86:13 87:5 88:5 117:19 coherent 19:12	coincidence 110:11 Cold 39:7,15,17 40:2 83:22 84:2 92:18 104:23 Cole 119:3,16 collect 97:16,19 collection 26:11 48:18 97:4,21 108:7 109:5 Collections 24:17 108:2,4 108:17 Columbia 16:4 17:19 column 75:15 combination 50:19,20 come 25:16 32:9 97:18 98:3 110:19 comes 49:25 comfortable 64:9 comments 21:6 Commission 15:2 16:8,11 17:6,22 18:16 18:19 19:11 20:9 21:2,9 22:15,19 32:24 34:9,11 36:20 36:25 44:11 61:6 99:18 106:18 107:15 113:22 114:7 114:18,18 115:10,16 Commissioners 63:24 Commission's 17:14 115:19 118:21 communication 34:10
---	---	---	---	---

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EVIDENTIARY HEARING Volume 2 10/12/2017

companies 25:23	complaints 35:20 37:23	considered 40:11	20:9 32:24	court 17:25
company 15:13	completely 25:2	considers 110:11	copy 44:19	31:16,18 59:4
16:6 17:8	completes 32:6	constantly 24:23	46:24 64:2	111:22
21:10 25:25	compliance 35:21	constitutional 18:21	86:18 97:7	cover 65:3
26:20 31:25	computer 48:16	consumer 20:9	corner 43:11	covered 74:25
36:1,4 37:3,6	61:7	32:24 44:11	44:19 45:23	76:6
37:12 38:6,10	concerning 19:6	consumption 30:23	46:23 68:19	created 42:23
38:13 42:10,19	100:8	contact 43:21	corporate 37:3	91:8 114:18
42:25 43:15,18	concerns 50:24	47:17,24 48:7	correct 18:19	credited 44:7
44:12 45:20	conclude 34:24	48:8,8,13 51:4	29:3,8 30:9,10	71:23 82:15,18
46:19 47:13,13	concluded 115:25	66:7,7 80:21	30:14 33:5,12	criminal 28:2
48:12 49:1,21	concludes 113:8	81:18 82:1	36:7 40:8	31:6
51:20 52:17	115:22	contacted 104:25	41:15 43:9	cross 25:21
54:3 56:1,10	conclusions 112:25 113:5	contacts 47:14	53:14 54:16	33:16 34:5
56:18 57:20	conditions 38:17	47:16,17,22,25	55:19,25 56:14	99:24
62:20 64:2	conducted 30:8	48:21 49:1,16	62:7 66:17	cross-examina...
68:4,13,25	conference 17:14 18:12	49:22 50:9,11	67:13 68:2	28:20,23 34:4
70:8,19 73:18	21:1	50:17 51:4,17	72:5,11 73:14	99:23 100:6
73:22 77:4	confidential 19:2,3,7,9	52:11,18 53:6	74:14 77:15,19	116:4,9
79:3 82:15	40:11,17	53:10,16 65:14	78:10 80:12	crux 22:8
84:11 87:23	111:17,19	80:11 82:20	81:7,10 85:23	CSR 15:22
88:6 90:2,8,10	112:18	84:8 85:17,22	85:24 86:9	119:21
92:22,25 94:25	confirm 55:23	105:8 117:12	88:24 89:3	current 35:16
96:8,25 97:4,7	81:25	117:13,15,17	90:3,4,22,23	35:18 68:21
97:12 106:22	confirms 93:14	contained 55:8	91:15 92:6,7	87:18 88:1
113:18	conflict 25:23	61:3	92:20,21 93:12	110:13
company's	113:15	contains 46:15	93:13,19 94:11	currently 23:11
25:10 44:22	Congressman 104:1,3,3,8,25	contend 68:4	95:4,13 96:3	customer 23:17
45:24 46:24	105:6,23	contends 72:12	96:13,14 97:5	26:5 36:2,4,14
49:17 58:22	Congressman's 27:1	continuation 22:11	98:10,11,14,15	40:14 43:20
60:15 72:15	connect 60:14	continues 31:22	98:17 99:13	44:6 48:1,3,11
89:6 95:4,18	70:11 71:11	contribution 100:8	101:16 102:3	48:18 49:1,25
96:17 107:19	79:25 84:12	convenient 98:5	110:15,19,20	50:18,22 51:1
compare 81:18	85:6,8,19 86:8	conversation 48:5 49:10	111:7 113:25	54:7 62:21
comparing 81:25	88:12,13,16	conversations 55:7	119:12	67:11,15 73:23
Complainant 15:11 17:8	89:5 91:10,10	Coordinator	counsel 16:7	73:25 74:8
COMPLAIN... 116:2	92:19 93:15		18:2 22:23	90:14 97:15,22
complaint 18:15	117:21		County 119:3,16	97:25 98:6,16
18:17,24 22:6			couple 18:8	98:19,21 99:3
27:24 28:10			21:23 85:2	customers 47:15
31:19 37:19			102:12	47:18 50:24
44:14			course 43:16	90:9
			49:17 54:5	cut 29:8,12 59:1
			63:16 69:1	59:20 80:7
			70:20 73:19	96:2
			79:3,7	C-a-t-h-y 35:11

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EVIDENTIARY HEARING Volume 2 10/12/2017

D	Dept 118:2,4,6	discontinuity	d/b/a 15:13 16:6	else's 77:23
D 17:1 116:1	deregulation	113:16	17:9	employed 20:6
damages 18:22	25:16	discretion 88:6	E	32:21 35:13
data 42:2,17,22	designated 19:3	discuss 22:1	E 17:1,1 116:1	ended 62:3 78:7
79:6	19:6	107:11	119:1,1	102:9
date 43:11 44:18	designation	discussed 19:15	EA 118:14	energy 39:24
45:22 46:22	112:16	112:7	earlier 49:24	66:12 67:14,18
60:8 61:23	desk 43:6	discussing 40:10	62:4 72:24	67:19,24 72:22
65:15 68:19	desktop 61:6,9	DISCUSSION	80:10 82:11	72:24 73:2,10
70:13,15 72:20	destined 27:10	20:20	94:23 95:9	74:10 81:24
72:21 78:4,7	destroyed 31:12	disk 55:9,15,18	easements 90:13	84:25 85:4
82:4 85:22	detail 61:20 69:4	61:3,5 63:24	EC-2017-0281	105:17 110:16
89:12 108:22	details 68:11,22	64:2,9 111:14	15:12 17:10	enormous 24:5
dates 38:4 42:8	72:20 118:16	112:18	Edwards 19:20	enter 74:6
70:10 82:1,18	determine 22:9	dismiss 18:11,13	19:22,25 20:2	entered 79:25
day 31:11,22	22:15 81:19	18:18,24	20:4,10 32:8	86:8 91:10
83:16 104:23	107:20	dispute 24:22	32:14,16,18,25	entire 18:24
days 31:13	determining	34:20 72:16	34:7 116:6	entitled 113:24
death 76:24	36:21	disputed 80:23	eerily 26:21	entries 17:12
debit 76:2 109:3	dictated 24:14	disputes 54:7	effective 89:12	85:22
109:7	difference	80:25	efficient 30:22	entry 80:2
decision 62:24	102:11	dividing 27:6	effort 22:8 30:17	Equifax 64:17
defaulted	different 25:25	document 41:19	efforts 106:3	Erica 71:14
103:23	102:12 105:5	43:5,10,12	eight 24:25	essence 72:6
deferred 18:11	digital 54:21	44:4 72:25	102:8 111:4	110:13
delay 31:20,21	direct 20:1	78:24 113:12	either 27:20	established 34:8
delayed 31:15	32:10,15 35:8	113:14 114:1	47:16 98:19	estimation 28:3
delinquent	116:6,9	114:14,17,21	electric 15:13	109:13
40:20	disagree 30:15	115:6,16	16:6 17:8	Euclid 23:25
demand 24:24	disconnect 38:6	documentation	21:12 25:11,22	24:2,3 37:12
denial 27:25	38:10 87:25	26:22	26:6 27:8	41:15 45:13
106:19 113:12	104:23 105:13	documents 37:6	29:13 32:2	51:18 67:7
113:24,25	105:14	37:10 38:4	37:11,24 38:7	68:4,6,12 69:5
114:6 115:3,5	disconnected	40:13,15 43:19	38:14 68:5	69:17 70:4
115:16 118:22	26:18 78:19	80:19	87:18 88:2	71:9,18,19,25
denied 18:18	80:4,8 82:5	doing 36:9	99:1,20 104:24	72:7,13,23
31:25 37:24	87:13 103:13	dollars 25:3	107:19 113:13	73:16 75:2,11
deny 28:1,8,11	105:16	38:5 102:12	118:19	75:15,25 80:20
102:14	disconnection	due 31:6,24	electrical 29:8	100:10 101:15
department	21:11 22:16	40:21 42:8	30:8 86:13	102:2,14
30:9 58:22	25:9 26:17	68:23 103:24	87:15,22,23,24	106:25 107:1
59:10,17 94:25	48:7 80:22	107:14 112:2	88:1,3 92:13	109:14,15
95:10,16	103:19 105:9	duration 101:25	electrician 29:20	110:13,14,18
dependent 90:11	105:12	duties 35:19	eligible 39:25	117:8,13
deposit 48:15	disconnects	36:1,4	49:7	118:12,13,15
49:24 50:1,3	70:11 104:22	duty 25:14,14		eventually 78:18

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EVIDENTIARY HEARING Volume 2 10/12/2017

Everything's 95:21 evidence 19:10 22:14 34:2 36:20 40:10 45:6 46:8 47:10 51:13 52:7 53:2,25 61:13,17 69:8 69:14 70:24 71:5 74:23 79:18 80:12 87:2 89:24 91:18 92:2 107:13 115:20 116:2,5,7 evidentiary 15:6 17:2,7 22:13 36:24 exact 77:3 exactly 54:10 Examination 20:1 32:15 35:8 110:9 116:6,9,10 example 42:23 43:18,20 47:23 48:6 49:20 exhibit 20:12 33:2,16,21 34:1 41:18,18 42:13,18 44:19 44:25 45:5,9 45:18,23 46:2 46:7,10,11 47:4,9 50:8 51:7,12,16,21 52:1,6,9,16,21 53:1,5,19,24 56:16,16,24 57:9 58:2,18 59:14 60:7 61:22 62:5 63:4,6,10 64:23 65:14 66:2,19,23	67:6 68:9,10 69:8,13,16,22 70:18,24 71:4 71:7,17 73:5,7 73:12 74:16,22 75:2,21 76:5 77:14 78:11,24 79:12,17,22 81:15,16,17,18 82:6,20 85:16 86:10,12,21 87:1 88:9 89:9 89:18,23 90:25 91:21 92:1 93:2,3,4,4,10 94:4,15 95:6 95:15 96:4,6 104:18 108:25 112:10,14 114:24 115:17 115:19 117:3,5 117:7,9,11,13 117:15,16,18 117:20,22,24 118:1,3,5,7,9 118:11,13,15 118:17,19,22 exhibits 55:3 57:3 60:21 61:3,12,16 111:12,13,23 117:1,4 118:21 existed 107:2 exorbitant 27:9 108:8 expects 96:25 expert 36:23 explain 23:23 31:2 E-d-w-a-r-d-s 20:5 32:20 <hr/> F <hr/> F 90:6 119:1 fact 28:7 85:3 98:12 113:5	facts 18:22 36:21 112:25 113:3 fair 78:11 fairly 109:23 familiar 36:18 far 28:5 88:19 fault 31:7 February 103:15,22 105:11 Feddersen 15:22 119:5,21 federal 18:21 59:4 fee 87:14 108:8 feel 31:23 fell 81:7 felt 95:3 fiduciary 25:13 25:14 26:7,14 28:8 field 70:17 84:16 file 15:12 17:9 54:22 filed 19:1 59:4 files 56:2 112:24 final 27:6 66:21 71:18,24,24 76:1,2 104:22 110:12 financial 75:1 find 19:4 21:25 24:4 30:18 73:25 82:23 84:17 101:1 findings 113:5 fine 28:25 31:11 32:2 61:11 64:4 109:25 110:4 firm 17:18 119:6 first 21:12 23:8 32:18 34:3 49:2 56:21 57:8 63:15	81:6 82:20 99:24 Fisher 15:10 17:8,12 20:18 20:24 21:4,13 21:19,22 22:7 22:20 23:2,5,9 23:10 28:18,24 29:1 30:6 31:1 31:5 32:6 33:25 34:6,8 34:18 38:7,14 38:18 39:13 40:20 41:7,23 44:20 45:12 46:13 50:10 51:18 52:12 53:7 55:12 56:10,17 57:12 58:23 59:17 61:22 62:5 63:19 64:3,11 64:13,16,24 66:9 68:6,12 69:5 71:14,19 72:12 76:14 77:6 78:19 80:22 81:14,21 82:21 83:3,19 84:12,21 91:2 92:23 93:1,6 93:23 94:5,13 94:25 96:8 97:3,8 98:7 100:2,4,6,16 100:19,25 101:9,10 102:17,19 103:3,4 104:9 104:12,16,18 104:20 106:9 106:11,16 107:6,9,10,18 107:25 108:16 108:20,24 109:8,16,20	110:3,10 112:3 113:7,10,23 114:3,8,13,25 115:12,21 116:3,9 Fisher's 18:14 18:20 19:19 21:12 37:17,19 37:23 39:9 42:15 46:25 55:7,20 57:5 62:24 69:18 71:8 73:16 76:24 77:5,8 77:22 78:3 79:25 82:10 92:4 96:16 115:14 five 25:22 follow 21:7,20 follows 19:25 23:5 32:14 35:7 follow-up 95:15 foregoing 119:12 forgive 26:20 96:25 forgiven 94:7,8 formal 27:24 28:10 31:19 115:1 format 112:24 forth 119:10 four 65:2 101:22 fraudulent 100:20 109:12 freely 28:9 front 36:24 full 78:16 119:12 fully 29:23 funds 104:24 furnish 89:4 90:10 furnished 88:3
---	---	--	---	--

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EVIDENTIARY HEARING Volume 2 10/12/2017

further 24:21 26:16 27:13 31:2 99:22 110:1 111:8 F-i-s-h-e-r 23:10	104:9,17 110:7 110:9 111:8,24 112:9,17,22 113:6 114:22 116:4,9,10 Giboney@smi... 16:5 gift 31:11 give 43:18 47:23 67:23 72:16 84:3 98:24 113:25 given 30:17 32:3 54:8 109:9 119:15 gives 50:4 73:9 95:10 go 19:10 20:18 25:24 31:24 32:12 49:21 50:3 54:15 56:6 62:13,17 70:9 74:5,6 87:6 88:20 90:7 100:5 goes 48:7 going 21:7,12,20 38:23 40:16 43:3,23 48:2 48:19 49:4,5 56:15 67:23 70:11 84:17 86:5 88:20 97:18,18 98:5 111:17 115:15 good 17:4 34:21 35:9 112:1,20 gotten 29:16 governmental 90:15,19 Grand 23:12 greater 75:16 grew 78:12 group 92:13 guess 102:23 guilty 115:5	gun 106:12	<hr/> H H 87:12 117:19 hand 23:3 86:11 111:25 handed 55:2 86:11 happen 67:16 happened 27:3 31:10 50:5 54:10 103:21 happens 48:25 63:2 Hart 35:4,7,9,11 40:19 45:8 46:11 47:12 51:15 52:9 53:4 54:2 55:2 61:7,15 63:9 64:23 69:16 71:7 87:4,8 90:1,6 100:3 101:4 106:15 107:17 108:15 110:2,10 111:11 116:8 head 28:19 34:23 hear 28:24,25 82:10,14,17 92:22,25 98:19 100:9 heard 55:20 92:4 98:7,8 101:7 hearing 15:6 17:2,7 18:5 20:25 21:8 22:13 28:10 33:23 45:3 46:5 47:7 51:10 52:4,24 53:22 61:1,5,8 63:25 64:15 69:11 71:2	74:20 79:15 86:24 89:21 91:24 107:12 113:8 115:23 115:25 hearings 36:24 heaters 30:22 heating 87:19 held 20:21 28:10 35:22 78:1 88:20,25 91:11 92:19 103:17 help 57:12 95:14 high 30:18,20 43:25 highly 19:1 historically 27:5 27:11 history 75:1 hit 77:18 hold 20:14 90:2 holding 89:5 home 29:14,23 31:9,12 67:21 67:24,25 73:1 homeless 31:13 honor 26:12 33:15,25 106:9 108:3,6 109:21 114:25 honored 24:20 108:12 hooked 106:2 house 29:2,7 30:13 59:20 95:3 H-a-r-t 35:12	<hr/> I idea 106:4 109:10 identical 111:3 identify 50:8 51:16 52:10 53:5 55:4 68:9 73:6	identifying 111:15 identity 24:1 34:19 102:16 illegitimate 107:3 Illinois 25:22 immediately 49:13 87:25 improper 25:11 inasmuch 24:13 include 44:14 48:21 included 42:17 including 61:17 income 24:14,17 incorrect 23:22 24:1,8 increases 26:4 indebtedness 109:13 indefinitely 56:2 independently 92:8 indicate 114:14 indicated 80:21 102:16 indicates 113:17 indication 114:1 individual 19:8 informal 35:19 44:14 information 17:24 18:7 19:8 21:15 33:11 42:24 43:1,8,25 44:4 44:8,15,15 45:14 46:16 48:2 50:1,23 54:7 63:17,17 68:22,24 70:16 73:10,23 74:7 75:22 84:16 94:5 103:1 107:7,12
--	--	-------------------	--	---	--	---

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

111:15,16,19 111:21 informs 93:20 initial 39:14 86:2 initiate 84:22 92:18 initiates 47:16 input 49:10 inputted 42:18 42:21 79:7 inquire 85:1 inquiries 85:4 inquiring 105:4 inspection 29:16 30:7 39:4,14 40:3 57:18 60:15 86:6 87:24 88:4,7 89:2 92:5,14 92:20,23 93:17 94:11,19 95:19 96:18 inspections 87:22 intermission 20:23 interpretation 28:7 interrupted 29:9 intertwined 18:23 intervene 27:2 investigation 19:1 involve 42:3 ironic 110:11 ironically 102:11 irresponsible 27:25 issue 21:8 34:10 36:21 105:18 106:13 issued 71:19 85:6 105:19,20	issues 19:14 22:2,5,14,16 27:14 issuing 89:5 item 55:2,5 J January 85:3,14 85:23 88:11,16 92:17 105:10 Jefferson 15:8 16:9 119:16 Jerreld 15:10 17:7,12 23:5,9 41:23 45:12 46:13 50:9 51:18 52:12 53:7 66:9 68:12 69:5 91:2 116:3 JFisher 117:23 117:24 118:1,3 118:5,7,9,13 118:15,17 job 35:16,19,22 35:25 Judge 15:17 17:4,21 18:1,4 19:17,18,24 20:14,17,22 22:4,12,22,25 23:1,6 28:14 28:20,22 30:25 31:1 32:5 33:17,20,22,23 34:3,5,6,14,21 34:24 35:6 40:9,12,16 44:24 45:1,3 46:1,3,5 47:5,7 51:6,8,10,25 52:2,4,20,22 52:24 53:18,20 53:22 54:23,25 60:20,23 61:1 61:10 63:3,5	63:11,13,14 64:5,8,13,18 64:21 69:3,7,9 69:11 70:23,25 71:2 74:15,17 74:20 79:11,13 79:15 86:20,22 86:24 87:3,6 89:17,19,21 90:7 91:20,22 91:24 98:24,24 99:6,11,15,18 99:21,24 100:2 100:5,11,14,16 100:23 101:4,8 102:17,25 106:10,14 107:4,8,10,22 108:14,18 109:16,25 110:5 111:9,10 112:1,9,13,20 113:7,20 114:2 114:5,9,16,23 115:7,14,22 116:3 judgment 26:14 84:8,10 July 58:19 59:13 60:8 71:19 77:17 94:24 95:16 96:10 June 66:7,16,18 66:25 71:10,14 76:8 77:17 89:12 105:16 105:20 jurisdiction 90:16,19 Justin 19:21,25 20:4,10 32:14 32:18,25 116:6 J-e-r-r-e-l-d 23:9 J-u-s-t-i-n 20:4 32:19	K K 15:22 119:5 119:21 keep 47:14 56:5 Kellene 15:22 119:5,21 kind 38:2 44:3 48:14 50:5 77:18 knew 77:25 know 21:23 22:9 26:13 34:20 39:8 43:24 44:4 55:11 77:2,3 83:19 87:9 97:20 98:3 100:11 107:16 108:19 108:22 110:21 112:17 knowledge 33:13 36:8,12 L labor 90:12 lady 92:15 large 24:24 late 42:4 43:22 law 15:17 16:2 17:18 18:4,16 21:9 22:18 31:17 112:25 113:5 laws 28:6 lawsuit 60:1,11 96:13 lawyer 107:9 leader 83:14,17 83:18 84:8 93:6 94:1,2 leave 29:11 62:18 leaves 98:16 left 110:18 legal 16:7 28:5,5 length 90:11	letter 48:15 49:25 50:4 115:1,2 letterhead 113:24 let's 17:11 20:18 51:1 54:6 58:18 61:20 63:14 66:6 68:3 76:4 86:10 88:9 103:8 Lewis 16:2 17:18 liable 115:3 Liaison 35:19,23 licensed 29:20 29:22 light 104:21 lighting 32:4 87:19 line 25:1 list 47:22,25 49:22 50:9,11 51:4,17 52:11 53:6,10,16 112:10,12,14 117:12,13,15 117:17 listed 67:20 101:23,24,25 102:1 106:5 listen 22:21 54:9 54:9 listened 55:13 80:14 listing 72:25 lists 48:21 49:16 50:18 52:18 80:11 Litigation 15:22 119:7 little 61:20 live 25:20 31:7,9 31:13 lived 23:14 24:2
---	---	---	--	--

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

72:13 98:9 106:25 living 25:1 LLP 16:2 17:18 loaded 61:6 local 34:12 location 25:16 30:20 39:20 101:2,3,14,15 locations 24:5 24:11 30:19 102:7,10,23 105:2 long 23:14 24:15 31:20,21 35:22 look 43:23 44:1 44:1 49:21 63:9 65:13 66:6,7,22 68:18 69:16,21 70:2,10 71:12 71:16 74:2 75:1,2 77:13 78:11 82:5,19 83:5 85:16,21 88:19 93:3 94:14 105:8 108:25 looking 66:12 81:16 82:1 98:23 103:2 104:14,17,21 looks 65:2 85:13 103:7,14,22 105:17,18,20 loss 95:11 lot 63:2 84:7 Louis 17:15 21:1 24:9 25:10 26:1,23 28:13 29:2,7,17,22 30:8,13 37:13 37:14,25 38:8 38:15,24 39:2 40:7,21 41:12 41:15,24 45:13	46:14,14 47:1 50:10 51:19 52:12,13 53:7 53:8,13 57:6 70:5 76:4,14 77:9 78:19 79:1 80:20 81:6 82:20 85:17 86:15,15 88:6,10 90:18 91:2 92:12,14 104:13,19 105:9 117:10 117:15,17,19 117:21 118:1,3 118:5,7,9,17 lower 84:6 lowered 30:23 <hr/> M Madison 16:9 magnitude 25:5 mailed 105:10 105:11,13,14 maintained 19:9 making 84:5 97:21 manipulate 43:7 manner 26:4 51:21 52:17 54:17 March 103:11 105:14 marked 20:12 33:2 41:18 55:3 86:12 112:18,19 114:24 115:16 matched 102:10 materials 90:12 matter 59:11 67:11,14,22 95:12 matters 18:8 19:15 112:7 ma'am 28:25	29:4,10 30:10 101:16 104:16 104:20 108:16 mean 47:15 76:1 meaning 43:6 88:20 means 80:8 109:4 mechanism 105:25 meet 27:5,11 38:18 104:5 meeting 22:10 Memorial 31:11 mentioned 26:20 39:5 40:19 44:18 49:24 54:2 81:5 94:23 97:3 Mers 16:7 17:23 17:23 19:21 20:1,16 28:19 32:12,15 33:15 33:19 34:23 64:7 100:1 116:6 meter 42:23,24 42:25 65:22 66:15 meters 30:20 methods 36:9 Michael 15:17 18:3 Michelle 92:15 Midwest 15:22 119:6 mile 25:20 mind 28:5 33:7 Minerva 65:23 minute 105:7 Mississippi 25:21,21 Missouri 15:1,8 15:13 16:6,8 16:11 17:9,15	17:16,17,20 18:10,19 19:10 20:8 21:9,15 23:18,22 28:4 28:6,21 29:21 32:23 34:4 35:2,3,14 37:14,23 41:24 44:25 45:5,13 46:7,15 47:9 51:7,12,19 52:1,6,13,21 53:1,8,19,24 55:3 60:21 61:12 63:6 69:13 70:5 71:4 74:22 79:17 86:21 87:1 89:23 92:1 100:17 106:17 110:6 111:13 114:7 119:2,16 Missouri's 25:9 36:9 99:19 111:23 116:7 117:4 MO 16:4,9 moment 20:15 103:3 money 18:21 24:24 105:4 monies 104:5 monopoly 22:2 25:15 26:1,2,3 27:19,22 28:1 month 24:18 25:1 30:4 31:8 41:4 83:25 monthly 24:17 27:7 41:2 42:4 78:15 84:6 103:18 months 39:3 77:18 78:13 83:24 84:1,5	84:10 85:2 87:17 102:8 111:4 MoPSC 89:14 morning 17:4 35:9 motion 18:10,13 18:18 move 32:7 44:24 46:1,10 47:3 51:6,15,25 52:20 53:18 60:20 69:3 74:15 79:12 86:20 moving 66:10,16 98:21 multiple 67:12 105:2,3 106:6 <hr/> N N 17:1 116:1 118:12,13,15 name 18:3 20:3 20:5 23:7,8 26:23 32:17,18 32:19 35:10,11 35:12 37:17 41:23 45:12 46:13 49:5 52:12 53:7 57:1 62:2,19 65:20 67:20 68:18 69:18 70:12,13 71:8 72:25 73:16 76:17 77:8,22 77:23 78:3,5 79:25 98:14,20 98:22 100:20 named 92:15 names 71:13 nature 43:22 near 42:22 75:10 79:8 nec 86:1
--	--	--	--	---

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

necessary 90:13 93:21	notices 105:9,11 105:13,14	69:20 112:2,5	optional 112:3	P
need 19:14,15 57:18 58:9 61:10 90:21 94:14 105:7 107:15 112:7 113:2,4	notified 76:18 November 39:16 82:9,21 83:3,9 number 37:6 49:6,7 52:14 52:15 53:9 58:6 59:10 63:19,20 67:1 67:4,8 74:6,11 82:23 85:10,12 89:12,15,16 91:3 94:21 95:10 111:16 111:16	offer 30:21 84:4 offered 84:12 112:11,14 offers 33:15 office 17:14 21:1 27:2 119:15 official 74:5 99:16,19 114:19,20 OFF-THE-RE... 20:20 Oh 80:3 okay 28:14 32:5 38:19,21 43:14 44:6 48:6 49:9 50:17 58:16 64:18 65:17 66:9 67:14 69:23 70:18 78:6 83:6,8,15 84:13 85:14 87:10 88:18,21 91:11 92:14,25 93:8 94:20 96:6 98:7 101:19 103:6 104:14 105:8 105:15 108:24	order 19:12 29:24 39:10 49:7 57:15 60:14 70:1,19 71:12 72:18 73:1 79:25 80:6 85:6,8,19 87:23 88:12,13 88:13,17,17,20 89:5,6 90:2 91:10 92:19 93:15 96:16 103:17 ordered 88:3 ordering 101:12 orders 70:1,4,17 78:25 88:10 order's 86:8 88:25 Order/Name 118:11 Order/Wiring 117:21 ordinary 49:17 69:1 70:20 73:19 original 111:23 originally 17:13 outgoing 47:17 48:8 outside 39:7 outstanding 39:9 65:6,10 71:25 75:4 76:23 77:10 97:23 overlapping 102:4,5 overview 38:3 owed 38:20 40:20 66:11 68:22 83:12 84:9 owes 83:19	P 17:1 page 24:4 37:12 41:8,15,24 44:21 50:10,22 56:19,22 57:1 61:23 62:6 64:25 65:10 66:22 72:4,10 75:5 80:20 82:23,25 83:5 83:15,16 85:21 87:8 93:4 98:9 100:9 101:13 101:23,24,24 103:7 104:15 108:25 110:12 110:19,23 117:6,12,23,24 paid 27:7 41:2 72:7 110:14,16 paperwork 48:12 paragraph 87:4 90:6 paragraphs 114:10 part 41:6 64:20 109:11 participating 20:24 21:5 participation 113:9 particular 22:8 22:11 34:10 37:9 39:19 42:7,13 48:5 49:8 50:6,22 50:25 67:21,21 68:20,23 73:11 101:18 106:12 111:20 113:14 particularly 19:4 50:2 parties 18:5 19:7,13 21:3
needed 93:7 94:18	numbers 56:16 107:2	okayed 39:1 once 59:19 77:19 ones 91:17 open 63:25 64:10 opened 43:6 68:20 69:19 opening 18:6 21:4 opportunity 21:14 22:1,14 28:16 34:16 107:11 opposed 63:25 67:16 opposing 21:18		
needs 58:6 59:23 94:5	O			
never 24:2 30:20 72:13 109:14	O 17:1 oath 32:10 objection 33:22 64:14 114:17 114:20,22 objections 33:20 45:1 46:3 47:5 51:8 52:2,22 53:20 60:24 69:9 70:25 74:18 79:13 86:22 89:19 91:22 99:15 115:17 obligation 22:2 27:11 obligations 90:9 99:3 obtained 30:7 90:14 92:6 Obviously 30:15 occasions 105:3 occurrences 106:6 October 15:7 17:5 39:7			
new 19:4 51:4 66:10,14 85:10 85:12,18 91:5 91:12 98:21				
Nicole 16:7 17:23				
Ninth 17:19				
nobody's 26:13				
nonpayment 38:12 78:22 80:9				
non-pay 70:15 80:8				
normal 84:15				
normally 40:10				
North 37:12 45:13 51:18 68:6,12 69:5 70:4 71:9 72:23 73:16 75:1 117:8,13				
note 80:21 109:3				
notebook 41:18 73:6				
notes 48:9,13 81:18 82:1 119:13				
notice 48:7 63:15 87:24 98:25 99:16,19 109:9 114:19 114:20				

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

21:18 28:16 47:15 112:6 114:16,19 parts 27:10 party 21:16 pass 26:4,4 passed 76:18 path 26:8 pay 24:14,18 25:3,4 38:20 39:6,10,18 40:1 42:4 43:22 57:18,21 58:9 59:23 94:6 104:24 108:5,9 109:12 paying 25:6 108:7 payment 39:12 39:15,23 44:7 83:17,21,22 84:2,6,22,23 85:1 86:2 92:18 95:20 97:14 103:14 103:23,25 108:23 109:1,6 payments 24:19 27:7 42:8 64:25 65:3 71:23 72:22 75:16,20,21 78:16 81:9,12 81:14,19 82:4 82:7,12,16 97:21 101:23 103:8,18,24 104:7 108:2,13 108:17,21,22 109:10 118:14 payment's 86:7 pending 89:2 93:15 people 34:12 percent 39:11 39:18	percentage 39:8 39:13 period 24:15 25:19 39:8,15 39:18,21 40:3 61:22,24 64:24 76:6 84:1 87:16 102:12 periods 42:6 permission 63:4 87:4 90:5 permit 87:18 permits 90:13 permitted 89:6 97:11 person 19:2 48:3 49:4,12 61:5 67:20 73:1 107:19 personal 63:17 111:15 personally 39:22 119:8 personnel 43:15 43:19 49:17,21 personnel's 84:17 pertain 37:10 pertaining 56:18 57:5 phone 49:3 PIN 74:6,11 pitbulls 84:19 place 26:6 31:9 119:9,14 planning 56:25 63:11 play 61:8 63:4 64:12,19 played 63:7 playing 63:12,20 63:25 64:10,14 please 20:2 23:3 23:7 32:9,16 35:6 41:19 45:8 46:11	51:16,16 52:9 52:10 53:5 55:5 63:10 73:6,7 87:11 90:25 103:3 pledge 67:19,23 74:1,5,9,13 75:22 85:5 86:1 pledges 39:25 73:10 74:3 82:2 86:3,7 88:11 92:17 105:19,24 plumbing 29:12 point 19:14 20:25 38:5 42:23 70:12 83:14 93:8 94:9 95:18 96:23 102:21 103:20 109:22 112:8 points 42:17 police 29:5 policy 27:6 portal 74:3 portion 38:20 39:6 position 64:6 possibly 24:1 82:25 93:3 poverty 25:1 power 25:15,17 25:18,19,25 26:8,12,15,18 26:20,22 27:2 27:4,21,22 28:2 29:24 30:5,13,17 31:25 32:1 60:4,14 87:19 87:23 96:17,21 96:23 102:22 104:4,6 105:1 105:5 108:9	113:15,18 practices 36:12 prefer 112:25 preferable 63:23 preliminary 18:8 premise 87:20 88:2 premises 50:19 87:15 98:17 prepare 115:8 prepared 20:11 20:11 22:21 33:1,1 45:16 46:17 50:15 51:20 52:16 53:15 91:17 preparing 37:5 61:15 present 21:16 22:14 115:8 119:8 presented 22:5 106:24 Presently 30:1 presiding 15:17 18:4 21:24 prevents 62:21 previous 41:3 42:7 44:2 95:22 print 44:17 45:22 46:22 printed 43:12 prior 38:18 52:17 53:16 80:21 81:1 91:17 102:22 103:16 104:22 probably 18:6 22:4 98:3 problem 94:11 procedural 18:12 22:10 procedures 21:6 21:20 22:24	proceed 19:15 22:21 90:22 proceeding 37:20 proceedings 15:5 119:8,11 process 54:18 prohibited 25:5 prompt 74:12 prompted 104:7 proof 106:21 107:1 113:18 114:15 proper 18:23 property 25:10 26:24 29:11 30:3 31:21 84:19 proposed 22:9 protection 32:3 protocols 36:15 54:15 prove 113:18 provide 21:14 59:9 67:24 68:5 84:15 114:11,12 provided 17:25 19:10 37:11 94:20 104:5 112:14 providing 91:14 provision 27:18 27:20 30:16 provisions 99:2 public 15:2 16:8 16:11 18:2 20:8 32:23 34:11 40:17 106:17 113:22 114:7 115:15 publication 106:17 114:6 118:22 published 113:22
--	---	---	---	---

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

pull 54:9 55:16	115:6	91:25 92:2	54:3,4,14,18	106:19
pulled 41:4	Randolph	115:18,19	54:21 55:6	regulations
purchase 54:20	106:18	117:2	56:17 96:7	35:21 99:2
purposes 54:12	rate 26:4	receives 47:17	100:14	regulatory
67:15	read 37:19	receiving 76:13	recording 66:3	15:17 18:4
pursuant 85:19	42:24,25 43:13	87:24	93:11,11 95:6	35:18,23 90:15
put 31:23 62:19	87:4,11 90:6	recognize 41:19	100:18,21	reinspection
78:3 80:6	114:1	45:9 46:11	101:1,2,17	87:13,14,20,21
84:19 85:8	reading 42:24	69:24 78:24	108:1 111:20	relate 22:16
98:22 113:11	ready 95:19	86:12 89:10	recordings	related 102:20
P.O 16:3,8	read-only 43:5	90:25	80:14	relating 21:10
	real 31:23	reconnect 25:11	recordkeeping	27:13
Q	really 34:18	38:13 57:15	36:17	relented 24:16
qualified 29:23	44:3 59:11	70:15 93:21	records 37:7,10	relies 69:1
36:23	96:22	94:6 95:19	41:14 42:19	remainder
question 30:6	reason 30:11	96:16 105:20	44:22 45:24	39:20 41:10
34:16 44:6	71:12 72:16	reconnected	56:4 72:16	57:4
51:3 83:2	78:21 88:17	39:10 57:24	80:17 81:2	remaining 83:24
100:7,24 101:9	102:21,24	58:10,13 59:7	103:6 106:23	remember 58:14
101:19,22	103:13	59:24 60:18	redirect 34:22	remotely 42:24
102:5,18,20	reasonable	106:2,8	110:6,8,9	rep 93:14
103:12,25	90:11	reconnection	116:10	repaired 29:18
106:11,14,16	reasoning 77:20	21:11 22:17	reduced 75:17	29:19
107:5,12,23	reasons 24:7	26:17 38:18	refer 42:10	repairs 29:23
108:14 111:12	39:4 72:19	58:15 88:24	referenced 62:4	30:11
112:23	90:3	93:7 94:17	references 60:1	repeat 59:21
questionable	receipt 33:21	97:17	60:3	83:2 101:8
25:6 102:13	71:22	reconnects	referring 101:11	repeatedly
questioning	receive 25:24	104:2	105:24	26:19 29:4
107:6	26:3 31:8	record 20:3,19	refers 115:6	repetitively
questions 21:17	61:23 86:1	20:23 21:25	reflect 88:13	27:12
21:19,23 22:23	received 31:3	30:21 32:17	reflected 48:8	report 19:1,5,6
23:6 28:15,17	33:24 34:1	35:10 41:25	48:13 75:21	20:11 33:1,5
28:18 30:25	41:7,11 45:4,6	47:13,14,20,24	reflections 48:22	33:12,18 117:3
31:3 33:8 34:7	46:6,8 47:8,10	52:5 55:17	refusal 25:10	REPORTED
38:3 99:22	48:23 51:11,13	63:22,24 64:10	refuse 114:10,12	15:21
100:3 107:16	52:5,7,25 53:2	64:20 68:13,16	refused 26:12	reporter 17:25
107:24 109:18	53:23,25 61:2	68:25 70:7,19	108:6	111:22 119:6
109:19 110:1	61:13 65:1,4	73:18 79:3	regard 18:25	reports 29:5
111:8 116:3	69:12,14 71:3	101:13,20	regarding 22:2	representative
quite 85:10	71:5 72:23	104:7 106:6	100:7 101:22	37:3 57:11
	73:11 74:8,21	107:2,20,21	103:25	58:8 59:6,22
R	74:23 75:17	108:13 113:4	regular 42:4	60:13 62:9
R 17:1 119:1	78:16 79:16,18	113:11 114:4	43:15 79:3,7	73:22 96:15
RA 30:2	83:21 86:3,25	115:13,18,24	83:25 103:18	represented
raise 23:3	87:2 89:22,24	recorded 49:4	regulation	107:19
raised 86:18				

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Phone: 1.800.280.3376

Fax: 314.644.1334

EVIDENTIARY HEARING Volume 2 10/12/2017

represents 34:9	89:20 91:23	77:3,16 78:23	screen 68:11	38:7,11,14
request 48:2	99:17 101:12	79:2,6,11,20	69:25 70:1	39:2,10 41:7
88:24 95:24	115:1,4	81:5,12 82:19	73:9 74:2	41:11 42:14
98:13 100:21	responsibilities	84:11,21,25	78:25	46:25 53:13
109:14 115:15	35:17	85:25 86:16	se 27:17	56:19,22,25
requested 24:2	responsibility	92:4 93:10	seal 86:18	57:5,24 58:13
43:24 100:10	24:19 26:7,10	94:12 100:5	seated 19:24	59:7 60:18
101:2 103:24	26:14 28:8	103:5 107:15	35:6	61:23,25 62:1
104:2 106:1,25	31:24 80:23	109:3,6 114:4	second 53:12	62:6,9,14,25
requesting 50:1	95:4 109:11,14	right-hand	56:24 85:17	64:25 65:1,7
101:14 102:15	responsible 78:6	43:10 44:18	98:24 101:3	65:10,19,21,24
requests 19:8	102:15	45:23 46:23	security 31:8	66:22 67:17
62:5,9	restore 27:21	68:19 88:19	32:4 49:6	68:5,17 69:17
require 39:3	restored 26:8	River 25:21,22	63:19 74:11	70:1,1,4,14,16
required 27:21	27:4 82:22	RPR 15:22	111:16	70:17,19 71:8
40:4 67:20	83:4 104:4,6	119:21	see 18:15 43:11	72:7,18,19,21
83:23 85:14	105:2,6 108:9	rule 18:16,20	44:3 46:23	73:15 74:13
87:20,21 93:8	restoring 25:7	19:4 21:10	49:23 50:3	76:6,8,13,16
106:21	retain 56:1	22:19 39:8,15	54:10 58:18	77:8,17,18,21
requirement	return 58:21	39:17 40:2	70:10 75:2,14	77:22,25 78:3
30:2 40:7 86:6	returned 94:24	62:20 83:22	77:13 80:19	78:15,18,25
88:18 93:18	review 27:23	84:2 92:18	82:1 83:1	79:21 82:5,22
104:6	37:6,9 38:3	104:23	85:22 103:8	83:4,7,22
requires 39:2	54:14 63:25	rules 35:21 99:1	105:14,22,23	84:12 85:9
72:24	72:15	ruling 18:12	106:7,23 109:2	87:14,16 88:1
reside 23:11,12	reviewed 41:14	run 84:5 112:9	seeing 105:12	88:2,10,13
73:3	61:16 80:11,16		select 70:1,3,18	89:4 90:9,10
residential 38:7	103:6	S	72:18	91:14 95:11,24
38:14 62:10,22	reviewing 18:13	S 17:1	send 44:15	96:2 97:13,17
62:25 67:12,16	103:1	safety 39:4	sensitive 19:5	98:12,18,20,22
68:5	Revised 117:19	Samuel 106:18	sent 23:22 42:25	100:10,22
resides 67:15,21	re-entry 30:2	Sarah 16:2	48:11 50:4	101:3,12,14
73:1	ridiculous 24:6	17:18	77:21,25 78:16	102:4,6,14
resolved 31:16	right 21:17	satisfaction	September	105:16,19
31:17,19	22:20 23:1,3	34:12	71:24 82:8	106:2,17,19,25
Respondent	28:8 39:5,6	satisfy 93:23	103:9,10 109:2	109:15 113:12
15:14 17:9	40:19 41:6,17	saved 55:18	served 22:3	113:22,24,25
responding	44:17 49:12,20	saying 56:9	service 15:2	114:6,7,11,12
58:22	50:7 53:12	100:19 109:22	16:8,11 20:8	115:4,5,15,16
response 27:23	54:11,23 55:8	says 31:17 70:10	21:11,12 22:17	118:11,23
45:2 46:4 47:6	57:3,8 61:9	80:7 99:5	22:17 23:21	services 15:22
51:9 52:3,23	62:1,8 63:3	109:3,7 114:11	24:3,9,11 25:7	20:9 32:24
53:21 60:25	65:13 66:2	schedule 89:14	25:9,11 28:9	44:11 65:4,15
69:10 71:1	67:10 69:21	99:11,20	28:11,13 32:23	66:14 119:7
74:19 78:8	70:3 71:16,22	scheduled 17:13	34:11 36:3,4	set 17:6 72:19
79:14 86:23	75:7 76:13,16	scope 22:5	36:14 37:11,24	85:17,18 91:14

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EVIDENTIARY HEARING Volume 2 10/12/2017

97:14 103:15 119:9 setting 56:22 seven 29:4 sheet 89:11 99:1 99:7,9,9,12 99:16,20 118:19 119:10 shook 28:19 34:23 short 20:23 24:3 98:9 110:7 Shorthand 119:6 shortly 72:8 75:3 shot 68:12 69:25 78:25 show 29:17 43:1 43:3 44:8 48:16,19 68:18 68:19 71:18,24 105:8,15 showing 106:24 shown 79:9 shows 66:24 67:1 71:10 72:19,20 80:3 84:7 88:16,17 109:1 shut 27:12 102:22 113:15 shy 72:2 side 88:19 97:19 significant 63:1 silence 102:23 similar 26:21 85:22 simultaneous 24:5 102:1,6 102:13 sir 21:22 22:7,21 24:23 27:16 34:14 64:16 100:4,19,25 102:19 106:10	107:9,18 110:3 113:9,10,23 114:3,8,13 115:12,21 sister 76:22 sitting 61:7 111:24 situation 26:19 30:1 107:2 108:11 six 25:22 39:3 87:16 111:4 six-month 85:13 88:18 skip 18:7 skipping 19:18 small 76:23 smaller 103:17 Smith 16:2 17:18 smoking 106:12 Social 31:8 49:6 63:19 111:15 solely 18:14 someone's 67:25 soon 43:2 sorry 29:9 61:23 66:5 69:3 80:1 80:3 83:1 101:6 104:15 109:20,20 111:1 source 25:15 28:2 81:19 South 16:3 17:19 23:12 speak 49:8 60:11 74:4 96:12 speaking 48:25 68:15 81:22 specialized 36:11 specific 19:8 40:14 50:18 specifically	106:4 spell 20:3 23:8 32:17 35:10 spelled 20:5 32:19,19 split 39:21 83:24 spoke 94:2,16 spoken 28:3 spouse's 26:23 ss 119:3 St 17:15 21:1 24:9 25:10 26:1,23 28:13 29:2,7,17,22 30:8,13 37:13 37:14,25 38:8 38:15,24 39:2 40:7,21 41:12 41:15,24 45:13 46:14,14 47:1 50:10 51:19 52:12,13 53:7 53:8,13 57:6 70:5 76:4,14 77:9 78:19 79:1 80:20 81:6 82:20 85:17 86:15,15 88:6,10 90:18 91:2 92:12,14 104:13,19 105:9 117:10 117:15,17,19 117:21 118:1,3 118:5,7,9,17 staff 16:11 17:22 17:24 19:5,20 19:21 20:11 21:15 28:17 33:1,15,17 34:1 44:11,16 64:5 99:25 112:4,21 117:3 118:22 Staff's 18:25 32:7 116:5	117:1 stand 32:9 111:25 standard 18:13 start 23:2 32:10 started 32:8 72:21 76:8 startup 113:13 state 15:1 18:15 20:2 21:9 22:18 23:7 26:5 28:4,5 29:5 32:16 35:10 60:10 69:17,19 83:6 96:24 98:19 106:20 113:3 119:2,16 stated 50:14 66:11,16 72:24 93:8,20 113:13 statement 34:15 41:22 42:14,22 43:1,5 44:20 45:11,15 46:13 46:25 66:23 67:7 71:17,18 76:7 77:14 91:1,5,8,16 103:7 104:19 112:25 117:6,8 117:10 118:18 statements 18:6 21:4 42:11 43:15 44:10 states 94:10 96:1 115:2 status 57:15 88:23 statute 106:19 Stenotype 119:11,13 step 34:25 111:11 stole 29:12 stolen 96:21	stop 98:18 stopped 65:16 76:11 103:19 108:7 streaming 63:20 Street 16:3,9 17:19 structure 87:19 88:2 structures 87:15 submit 107:13 115:9 subsection 87:11 subsequent 50:23 59:16 subtract 110:25 111:1 suffered 31:14 31:21 suit 59:3 Suite 16:3 summarization 48:4 49:10 summarize 78:12 summary 49:13 50:5 115:9 supervision 87:25 supervisor 36:2 87:22 88:4 supervisors 54:8 supply 87:18 supplying 90:9 support 113:3 supposed 28:12 sure 20:16 35:20 49:7 100:15 suspended 73:8 73:12 90:2 suspending 89:5 sworn 19:23 23:4 35:5 system 32:1 48:16,16 54:20 54:21 55:16
---	--	---	---	---

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EVIDENTIARY HEARING Volume 2 10/12/2017

90:12	tenders 33:16	64:8 74:25	top 45:23 68:18	106:1
T	terminate 62:14	98:8 99:8,13	89:15 114:6	turning 64:23
T 119:1,1	76:10,17	101:7 102:25	total 40:21	two 24:5,16,19
take 21:13 31:18	terminated 65:7	107:22 108:20	75:14	46:16 52:17
39:20 56:25	65:25 76:21	109:22 111:14	totaling 105:19	62:25 72:22
83:23 84:10	79:21 81:17	111:17 114:2	totally 41:2	75:20 82:7,11
97:19 98:25	98:12	114:18	trainee 54:15	84:18 86:3
99:19 114:19	termination	third 47:15 60:7	training 54:12	102:6,23
taken 26:9,10	79:23 81:1	96:7	transcribe 49:13	108:13
65:19 70:13	test 18:14	third-party	transcript 15:5	type 41:25 45:14
77:22 78:4	testified 19:25	54:19	112:4 119:13	46:15 47:13,20
88:17 98:13,20	23:5 32:14	thought 26:10	transfer 76:3	47:23 48:12,19
103:16	35:7 65:15	99:14	77:4	68:23 70:7,16
takes 49:12	67:10 79:20	three 24:11	transferred	73:18 74:13
talk 59:3 61:20	80:10 107:7	30:19 51:2	65:22 66:11,14	79:2 113:14,16
66:8 68:3 76:4	testify 98:7	61:21 72:22	66:22,24 67:2	Typically 84:3
83:10,14,17	testifying 109:17	103:8 105:5	72:3,10 75:4,8	U
talked 45:10	testimony 19:5	Thursday 17:5	75:11,18 76:2	UE 118:19
48:3 88:11,12	19:16,19,19	time 17:5,7,15	77:10,11 93:24	Uh-huh 75:19
talking 25:13	21:13,16 23:2	21:24 24:4,10	110:24 111:5	unable 24:14
40:12 44:2	32:6,7 34:25	31:15 40:9	transferred-in	25:2 27:5 30:5
50:12 58:25	36:19 37:5	42:22 44:5	42:5	108:9
104:10,12	38:5 61:16	56:5 57:23	treated 109:23	uncollectible
113:20,21,23	82:11 92:5	62:22 63:1	true 29:1,6,15	109:4,7
tariff 18:16	Thank 17:21	76:24 78:2	33:12 44:19	uncomfortable
21:10 89:11	28:14,22 32:5	79:8 81:13	46:23 60:5	63:21
90:1 98:24	64:21 100:1	85:5,25 86:6	119:12	underneath
99:1,6,8,9,16	103:5 111:10	90:11 93:6	try 31:17 57:12	109:3,6
99:20 118:19	113:6,8 115:12	98:4,10 102:12	trying 21:25	understand
tariffs 89:7	115:21	107:14 109:18	31:16 58:14	30:18 37:22
technical 36:12	theft 24:1	119:9,14	60:11 97:16	108:11
telephone 48:22	102:16	times 24:16 27:3	102:20 107:18	understanding
49:1 63:19	theory 19:9	31:6 105:5	107:20 109:21	36:20
111:16 112:18	thereof 119:10	title 35:16,18	109:23	undisputed
tell 42:6 59:12	thing 24:13	36:1,2	Tuesday 112:4	38:12
65:18 68:21	27:16,24 28:9	today 17:4 21:7	turn 30:12 41:17	uninhabitable
70:8,9,12 71:7	43:9 108:2	21:21 31:4	45:8 50:8 52:9	29:12
73:3 74:8	113:11 115:1,2	33:8 37:2	53:4 67:6 68:9	Union 15:13
79:22 82:23	things 26:5	44:22 55:21	73:5 76:5	16:6 17:8
96:15,20 97:12	31:10 48:19	61:16 64:19	78:23 83:15	98:25
99:4	54:15 73:2	88:24 92:5	86:10,16 87:8	Unit 37:13 45:13
tells 70:14 79:24	107:21 109:21	100:18	88:9 89:9	51:18 68:6,12
temporary	think 18:1,6	today's 113:8	90:24	69:5 70:4
30:17	21:4 23:23,25	115:23	turned 60:4	117:8,14
tender 99:22	25:12 31:5,14	told 27:15 34:12	66:14 70:14	118:12,13
	31:23 49:9	92:15 94:18	83:7 97:13	

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EVIDENTIARY HEARING Volume 2 10/12/2017

unknown 77:24 77:24 78:8	waiting 60:15 96:17	88:10	X	1/23/15 117:21
unlawful 87:17	waive 18:5 21:3	wife 76:15	X 116:1	10 61:25 69:20
upper 43:10	88:7	wife's 78:7	Y	93:11 103:10
44:18 46:23	want 18:8 24:21	willing 26:13	yeah 81:16	103:10
upset 109:21	32:10 49:23	wires 59:1,20	82:24 98:1	10th 57:9 76:12
usage 24:6 42:8	61:7 98:20	96:1	111:1	79:21 80:2,4
44:3 78:7	100:23 101:20	wiring 29:7,8,16	year 64:24 102:9	80:22 93:5
102:1,1,6,13	107:11 115:8	29:17,19 30:7	111:4	94:3
111:3	wanted 26:16	38:19,21,25	years 23:19,19	100 20:12 33:2
use 27:5 43:19	34:7,17 62:17	39:4,14 40:3	24:16,25 26:25	33:16 34:1
54:3,4 73:23	62:18 83:7,13	57:17 60:15	29:21,22 32:4	116:9 117:3
87:16,17,18	100:25 108:19	85:14 86:5	51:2	102 89:12 99:1,9
useless 29:13	110:1 115:13	88:7,18,21		99:9 118:19
user 77:24,24	wants 62:13	89:2 91:11	\$	103 99:10,12,20
78:9	64:11 83:21	92:5,14,20,23	\$100 77:2	11 62:3 66:25
uses 79:3	96:12	93:7,17 94:10	\$159 83:24	71:11,15
usual 84:1	warning 49:25	94:19 95:19	\$2,200 105:19	103:11,15,22
utility 37:11,24	50:4	96:17 117:19	\$2,300 102:9,11	103:23 109:5
38:7,14 68:5	wasn't 25:4	wiring's 96:21	102:22	11th 76:8 103:9
105:4 106:22	95:13 96:22	wise 21:5	\$2,324 101:25	11/4/14 109:5
114:10,12,14	water 30:22	wish 33:4	\$2,343.65 72:1	11:31 115:25
utilized 97:5	wave 54:22 56:1	witness 19:23	76:3 77:12	110 116:10
V	way 30:12 36:6	23:4 32:8	\$2,344.11 65:12	111 16:3 17:19
vandalized 29:2	45:16,20 46:17	33:16 35:1,5	75:9	1124115152
vandals 59:20	46:20 51:23	35:19 36:24	\$233 86:4	67:5 69:4
various 31:10	53:16 72:7	90:8 99:22	\$270 103:11	73:13
vendor 54:19	74:7 91:17	101:6 103:2	\$3,800 95:20	115 118:23
verification	112:19	104:14 105:7	\$3,816 93:6 94:6	12 15:7 27:6,10
108:21	Weather 39:8	108:24 111:25	\$308 75:24	39:18 76:9
verify 34:19	39:15,17 40:2	witnessed 36:3	\$4,770.05 40:22	84:4
58:9 92:8	83:22 84:2	witnesses 21:16	\$4,800 24:25	12th 17:5 39:7
version 61:9	92:18 104:23	21:18	26:22	69:20
versus 17:8	week 58:2	wonder 63:23	\$4,8000 25:4	12-month 39:21
veteran 31:11	went 21:24	106:5	\$50 24:18 82:8,9	13 35:21 105:10
video 17:13 21:1	31:16 70:12	worked 29:21	82:11 109:2,6	105:12,15,17
violated 21:9	71:8 109:4	worse 64:17	\$750 25:1 31:7	105:21
22:18 31:22	we'll 23:2 32:7	wouldn't 25:3	\$949 83:23	14 76:12 80:4
violation 18:15	43:25 61:8	write 19:11		82:8,9 109:2
voice 55:21	64:19 75:10	writing 107:13	1	14th 61:25
Volume 15:8	we're 19:18	written 28:3	1 37:13 39:16	15 85:3 88:16
Vs 15:12	20:22 21:6,20	115:9	45:13 51:18	16 31:11 93:5
W	25:13 39:7	wrong 23:24	68:6,12 69:5	16th 23:16
Wainwright	56:5 97:18	26:11	70:4 115:17,19	17 94:15
64:3	115:23	wrongfully	117:8,14	17th 58:3 94:14
	we've 34:8 45:10	37:24	118:12,13,22	94:24 95:16
			1st 118:6	96:10 105:17

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EVIDENTIARY HEARING Volume 2 10/12/2017

112:5 19th 58:19 59:13 60:8 105:14 <hr/> 2 2 15:8 93:4 2nd 62:3 65:15 65:16 66:13 117:17 118:8 118:18 20th 103:23 200 16:3,9 41:18 42:13 44:19,25 45:5,18 61:22 63:10 64:23 66:23 117:5 2001 36:6 201 45:9 46:2,7 67:6 71:17 75:2 117:7 2010 103:9 2011 71:20 2013 35:24 89:13 2014 79:22 80:22 82:21 83:3 2015 75:4 85:23 88:12 92:18 2016 23:16 31:11 57:9 58:3,19 60:8 93:1,11 94:14 94:15,24 2017 15:7 202 46:10 47:4,9 76:5 77:14 78:11 81:16,17 81:18 82:6 104:18 108:25 117:9 203 50:8 51:7,12 51:21 65:14 117:11 204 51:16 52:1,6 117:13	205 52:9,16,21 53:1 82:20 93:3,4 117:15 206 53:5,19,24 85:16 93:4 94:15 117:16 207 86:10,12,21 87:1 117:18 208 78:24 79:12 79:17,22 88:9 117:20 209 55:3 56:16 60:21 61:11,12 62:5 63:4,6 111:13,18 112:16 209C 117:22 21st 83:9 103:15 103:22 105:11 210 55:4 56:17 56:24 66:2,19 210C 117:24 211 55:4 57:4,9 93:10 94:4 211C 118:1 212 55:4 58:2 212C 118:3 213 55:4 58:18 95:6 213C 118:5 214 55:4 59:14 95:15 96:4 214C 118:7 215 55:4 57:4 60:7,22 61:11 61:13 96:6 111:13,18 112:16 215C 118:9 216 69:22 70:18 70:24 71:4,7 118:11 217 73:5,7,12 74:16,22 75:21 118:13 218 68:9 69:8,13	69:16 118:15 219 90:25 91:21 92:1 118:17 22 78:13 22nd 66:7,16,18 66:25 85:3,14 85:23 88:11 105:15 220 89:9,18,23 118:19 23 116:3 23rd 82:8 88:16 105:10 109:2 24 83:24 84:1,5 84:10 240-13.035 106:18 25.02 117:19 25.2-99 87:9 2519 24:9 26:23 29:2 30:13 37:13 38:8,15 46:14 47:1 52:12 53:7 57:6 76:4,14 77:9 78:19 79:1 88:10 91:2 92:14 104:13 117:10 117:15,17,21 118:17 26th 105:12 27 29:22 28 116:4 28th 103:10 105:15 29th 105:10 <hr/> 3 3rd 118:10 3,816 94:18 3:48 83:16 30 23:19 26:24 30th 71:10,14 89:12 300 75:23	301 23:12,13 31st 112:2 32 116:6 34 117:3 35 116:9 35310-82039 42:15 360 16:8 3712 37:12 45:13 51:18 68:6,12 69:5 70:4 71:9 73:16 75:1 117:8,13 118:12,13,15 <hr/> 4 4 82:25 83:1,16 106:18 4th 82:9 4,770.05 83:20 40 23:19 45 117:6 46 110:21,22 117:8 47 117:10 <hr/> 5 5 83:5 5th 71:19 103:11 105:20 5/10/10 117:23 5/10/16 118:1 5/17/16 118:3 51 117:12 5103 24:4 37:12 41:24 50:10,22 56:19 66:22 100:9 117:6,12 52 117:14 53 117:15,17 573)443-3141 16:4 573)751-3234 16:10 <hr/> 6	6 85:21 89:16 99:12,20 6/22 75:3 6/22/11 117:24 6/30/2011 118:11 61 117:23,24 118:2,4,6,8,10 63103 23:13 65102 16:9 65201 17:20 65205-0918 16:4 69 118:16 <hr/> 7 7/19/16 118:5,7 118:9 71 118:12 716 86:4 74 118:14 79 117:21 <hr/> 8 80 39:11 8008105161 47:1 52:15 76:7 8008105170 53:11 91:3 838 15:22 86 117:19 89 118:19 <hr/> 9 9th 16:3 80:6,7 103:9 9:15 17:3,6 90 31:13 918 16:3 92 118:18
--	--	--	--	---

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