

In the Matter of:  
**JILL COVINGTON BEATTY**

**v.**

**UNION ELECTRIC CO. d/b/a AMEREN MO., et al**

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**EC-2019-0168 VOL. I**

*April 23, 2019*

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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
TRANSCRIPT OF PROCEEDINGS  
  
Evidentiary Hearing  
April 23, 2019  
Jefferson City, Missouri  
Volume 1

Jill Covington Beatty, )  
 )  
 Complainant, )  
 )  
 v. ) File No. EC-2019-0168  
 )  
 Union Electric Company, )  
 d/b/a Ameren Missouri, )  
 )  
 Respondent. )

PAUL T. GRAHAM, Presiding  
REGULATORY LAW JUDGE

MAIDA J. COLEMAN  
COMMISSIONER

REPORTED BY: Stephanie Allen, CCR No. 746

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A P P E A R A N C E S

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1 JUDGE GRAHAM: All right. Good morning. I've got  
2 9:30. We'll go on the record. This is the case of Jill  
3 Covington Beatty v. Union Electric Company, doing business as  
4 Ameren. This file is EC-2019-0168. Today is April the 23rd,  
5 2019. I believe it's 9:30 or 9:31 now. My name is Paul  
6 Graham. I'm the Regulatory Law Judge presiding over this  
7 hearing today.

8 And why don't we take our appearances now, and I  
9 believe that Ms. Betty's here. Jill -- may I call you Jill?

10 MS. BEATTY: Sure.

11 JUDGE GRAHAM: You're not right on the camera  
12 right now and that's fine, but because we're just going to  
13 take your entry of appearance and all you need to do, Ms.  
14 Beatty, is simply state your name and that you're here, your  
15 full name and that you're here on behalf of yourself.

16 MS. BEATTY: Yes, Jill Covington Beatty. I am  
17 present.

18 JUDGE GRAHAM: Yeah, I'm advised that our  
19 microphones are in the ceiling. I don't know whether they are  
20 picking your voice up very well, Ms. Beatty. This hearing is  
21 being broadcast so to speak, streamed out on the internet, so  
22 if you want to bear that in mind and be sure to speak up. I'm  
23 not inviting you to shout or anything, but your voice was very  
24 low there.

25 Okay. And the Commission Staff is present, and

1 who is entering their appearance on behalf of the Staff?

2 MS. ASLIN: Yes, Casi Aslin on behalf of Staff,  
3 and I have provided my contact information to the court  
4 reporter.

5 JUDGE GRAHAM: All right. Thank you very much,  
6 Ms. -- is it Aslin?

7 MS. ASLIN: Aslin, yes.

8 JUDGE GRAHAM: Yes. And I don't think the Office  
9 of Public Counsel is here today. And Ameren, I believe, Ms.  
10 Giboney; is that right?

11 MS. GIBONEY: Yes.

12 JUDGE GRAHAM: And why don't you go ahead and  
13 enter your appearance.

14 MS. GIBONEY: On behalf of Ameren Missouri, I'm  
15 Sarah Giboney of the law firm Smith Lewis, and I've provided  
16 my contact information to the court reporter.

17 JUDGE GRAHAM: All right. And the lady sitting  
18 with you, Ms. Giboney, is that your witness?

19 MS. GIBONEY: Yes, Judge.

20 JUDGE GRAHAM: All right. We'll get to her when  
21 it's time. Let's see. I need to do it myself, make sure my  
22 cell phone is off. If all of you will silence your cell  
23 phones, I will appreciate it.

24 Are there going to be any premarked exhibits or  
25 exhibit lists other than that have already -- anything beyond

1 what's been filed with EFIS?

2 MS. GIBONEY: Judge, I do have a number of  
3 premarked exhibits. I gave my extra exhibit list to the court  
4 reporter, but I have marked a number of exhibits.

5 JUDGE GRAHAM: Okay. Do you have a lot of  
6 exhibits, Ms. Giboney?

7 MS. GIBONEY: No, probably maybe ten at most.

8 JUDGE GRAHAM: Okay. So I can probably keep up  
9 with them as they go and write them down.

10 Ms. Beatty, do you have exhibits today that you're  
11 going to be introducing?

12 MS. BEATTY: I had a list of exhibits actually  
13 for, I guess, to go over and also to present.

14 JUDGE GRAHAM: All right. Things that you're  
15 going to want to leave with the Commission --

16 MS. BEATTY: Yes.

17 JUDGE GRAHAM: -- and have the Commission  
18 consider?

19 MS. BEATTY: Yes.

20 JUDGE GRAHAM: All right. Did you mark those in  
21 any way? And by that, I mean A, B, C or 1, 2, 3.

22 MS. BEATTY: Yeah, they're filed properly.

23 JUDGE GRAHAM: What system did you use? Did you  
24 mark them by number or by letter?

25 MS. BEATTY: They're by number.



1 JUDGE GRAHAM: By number?

2 MS. BEATTY: Uh-huh.

3 JUDGE GRAHAM: Again, please remember that --  
4 well, among other things, I'm very hard of hearing.

5 MS. BEATTY: Oh, sorry.

6 JUDGE GRAHAM: Help me out with that. How many do  
7 you have, Ms. Beatty?

8 MS. BEATTY: Oh, I think it's -- well, it may be  
9 about -- it's 19 items.

10 JUDGE GRAHAM: 19 items and you think -- I  
11 misunderstood you.

12 MS. BEATTY: Probably about, I guess, exhibits to  
13 present, it's 19.

14 JUDGE GRAHAM: And you did --

15 MS. BEATTY: They're in order.

16 JUDGE GRAHAM: You did premark them?

17 MS. BEATTY: Yes.

18 JUDGE GRAHAM: Ms. Giboney, did you letter or did  
19 you number?

20 MS. GIBONEY: Judge, I wrote Ameren Missouri and  
21 then the exhibit number, so they say Am. MO, so they'll be  
22 distinct.

23 JUDGE GRAHAM: So we'll be able to keep them  
24 apart --

25 MS. GIBONEY: Yes.

1 JUDGE GRAHAM: -- in that regard? Will Staff have  
2 any exhibits?

3 MS. ASLIN: We have one exhibit.

4 JUDGE GRAHAM: One exhibit. Will that be your  
5 report or something like that?

6 MS. ASLIN: Our testimony.

7 JUDGE GRAHAM: All right. Well, I think we'll  
8 just take the exhibits as they come, and I'll just keep track  
9 of them up here. Now, as far as concerns --

10 MS. BEATTY: Excuse me, Judge.

11 JUDGE GRAHAM: Yes, Ms. Beatty. Go ahead.

12 MS. BEATTY: Well, actually, we're only needing  
13 just one --

14 JUDGE GRAHAM: I'm sorry?

15 MS. BEATTY: -- out of all the 19. We're only  
16 just needing one to --

17 JUDGE GRAHAM: Well, you may have brought -- this  
18 is just a preliminary conversation, Ms. Beatty.

19 MS. BEATTY: Okay.

20 JUDGE GRAHAM: You do what you want with your  
21 case. I'm just kind of getting a sense in advance here of --

22 MS. BEATTY: Okay.

23 JUDGE GRAHAM: -- what I'm going to be or what the  
24 Commissioner is going to be dealing with in the way of  
25 paperwork or exhibits. I understand you may have as many as

1 19. It's up to you. If you have more, that gives me a sense.  
2 So you don't need -- you're not committing yourself with me by  
3 telling me you've got 19. Okay?

4 MS. BEATTY: All right.

5 JUDGE GRAHAM: Now, I looked over the proposed  
6 order, and what I would like to do here today in terms of the  
7 order of things is I'm going to give each party an opportunity  
8 to make an opening statement, Ms. Beatty.

9 MS. BEATTY: Uh-huh.

10 JUDGE GRAHAM: And by that, I mean that each of  
11 you, you and Ameren and Staff, will make an opening statement  
12 that tells me what your case is about.

13 Ms. Beatty, this is not testimony in the opening  
14 statement. You will not be under oath, and so it's up to you  
15 later then when you actually take the witness stand and are  
16 sworn, at that point your testimony will become part of the  
17 record and the Commission will consider it.

18 The opening statement is to provide the Commission  
19 with sort of a road map to your case so that we have a better  
20 idea of where to fit your testimony in the case after we begin  
21 to hear it. Okay?

22 And I'm going to give you an opportunity here to  
23 make an opening statement, then Staff -- I'm sorry. Then I  
24 think I'll go straight to Staff and then Ameren will make its  
25 opening statement, and then following that, we're going to go

1 to testimony.

2 And, Ms. Beatty, I'm assuming you will be  
3 testifying. Do you have any other witnesses that you've  
4 brought today? Anybody going to testify besides yourself?

5 MS. BEATTY: No.

6 THE REPORTER: Ma'am, I can't hear you hardly at  
7 all.

8 JUDGE GRAHAM: You're really going to have to --

9 MS. BEATTY: No. Sorry. I'm sick. I'll have to  
10 speak up.

11 JUDGE GRAHAM: Yeah, you'll have to speak up  
12 pretty loudly apparently.

13 MS. BEATTY: Yes. Okay.

14 JUDGE GRAHAM: So it will be Ms. Beatty is going  
15 to be first in terms of testifying, and then I'm going to go  
16 to Staff. Is Staff -- is Contessa King going to testify?

17 MS. ASLIN: Yes.

18 JUDGE GRAHAM: Is that right?

19 MS. ASLIN: Yes, Judge.

20 JUDGE GRAHAM: Okay. And we will go to Staff, and  
21 then we'll have Ameren's witness. Is that Aubrey --

22 MS. KRCMAR: Yes.

23 JUDGE GRAHAM: -- KIRK-mur (phonetic)?

24 THE WITNESS: KIRSH-mar.

25 JUDGE GRAHAM: -- Krcmar is going to be Ameren's

1 witness, and my reading of the prefilings indicates that's the  
2 last of the witnesses. That's all there are.

3 Then we are going to -- we may or may not  
4 entertain closing statements at that point. I will give  
5 everybody a heads-up. I'm going to ask for briefs in this  
6 case, and they'll probably be -- well, we'll talk about the  
7 schedule when we get to the end of the thing.

8 I'm getting something here from abroad telling me  
9 -- yeah, we're having auditory sounds here. I'm getting  
10 feedback from abroad that they can only hear me talking, and  
11 my conversation isn't testimony or anything, so I think the  
12 problem is generally that we have our cameras or our  
13 microphones not in front of us.

14 I'm going to have to take it back, Ms. Beatty. I  
15 think you're going to have to shout at me when you testify and  
16 so forth and everybody is going to have to really keep their  
17 voices up because I'm getting some feedback here from outside  
18 of this room that people who monitor these things are just not  
19 hearing us.

20 All right. Let's proceed now to the next step.  
21 Any questions at this point? This has all been on the record,  
22 but it's been preliminary matters. Is there any other  
23 preliminary matter that anyone wished to take up at this time  
24 before we begin the opening statements?

25 (No response.)

1 JUDGE GRAHAM: All right. Ms. Beatty, you can --  
2 I don't see any reason for you to move anywhere unless you  
3 want to move somewhere where you can be seen. I know you can  
4 be seen by the camera if you move over here by Staff. That's  
5 up to you. I mean seen by the camera. So if you'd like to do  
6 that, that will be fine.

7 MS. BEATTY: Move to?

8 JUDGE GRAHAM: Yeah, you can stand or you can sit  
9 down there right beside her, if you wish. And there you are.  
10 You can see yourself up there on the monitor.

11 All right. Ms. Beatty, it's your case. Why don't  
12 you go ahead and make an opening statement for us. Be sure to  
13 shout at me.

14 COMPLAINANT'S OPENING STATEMENT:

15 MS. BEATTY: Jill Beatty. I was here with the  
16 complaint against Ameren regarding -- regarding a case from  
17 last year regarding, I guess, taking too much fundings from  
18 me, and that's why I have them here today is to prove that  
19 they actually did, so -- and I also have the evidence to prove  
20 that they took the fundings from me, and that's what I have to  
21 say about it.

22 JUDGE GRAHAM: Okay. Well, let me clarify with  
23 you so that I understand -- and, again, you're not on the  
24 witness stand, so this is in the nature of me asking you a few  
25 questions about your opening statement.

1 MS. BEATTY: Sure.

2 JUDGE GRAHAM: I want to know, first of all, Ms.  
3 Beatty, what it is you want the Commission to do for you.

4 MS. BEATTY: I would like --

5 JUDGE GRAHAM: What do you want?

6 MS. BEATTY: I would like for the Commission to,  
7 as requested, to reimburse me my fundings that Ameren took  
8 from me, and that's what I would like as requested in my  
9 request that I requested for them taking it. If the  
10 Commission could be so kind to help me with this today, I  
11 would appreciate it.

12 JUDGE GRAHAM: Do you have a specific amount in  
13 mind, Ms. Beatty? Not just a wish, but what do you think that  
14 Ameren owes you? Have you made a calculation?

15 MS. BEATTY: Well, I have all my calculations. I  
16 have them. I mean, every amount, I have them listed,  
17 statements and bills, and for over the years --

18 JUDGE GRAHAM: May I interrupt you?

19 MS. BEATTY: Sure.

20 JUDGE GRAHAM: I just received another  
21 notification, and I really don't want to keep having you shout  
22 at me. The suggestion has been made by my IT people that you  
23 might be better heard if you go ahead and take the witness  
24 stand. Now, this won't be testimony. This is your opening  
25 statement, but if you would take the witness stand and

1 conclude your -- the process, I think everybody will be able  
2 to hear you better.

3 I guess this is the witness stand over here. It's  
4 the only place that you can go. If you'll sit right down over  
5 here, Ms. Beatty.

6 Now, Ms. Beatty, I'd asked you -- again, this is  
7 not testimony. This is just your opening statement.

8 MS. BEATTY: Uh-huh.

9 JUDGE GRAHAM: But it's kind of a road map for me.  
10 Is there a final number? I know you've got your calculations  
11 that probably involve several numbers, adding and subtracting.  
12 That's what's involved in calculations, of course.

13 MS. BEATTY: Uh-huh.

14 JUDGE GRAHAM: But is there a final number, a  
15 dollar amount that you want the Commission to order Ameren to  
16 pay you?

17 MS. BEATTY: Yes.

18 JUDGE GRAHAM: Can you give us that number so we  
19 know what our target is that we're talking about here?

20 MS. BEATTY: I would like for them to pay me  
21 \$50,000.

22 JUDGE GRAHAM: All right. Okay. Do you have  
23 anything else to say in your opening statement?

24 MS. BEATTY: That I'm very disappointed in their  
25 company, that they could treat an employee this way and not to



1 just once, but twice, numeral times.

2 JUDGE GRAHAM: Okay. Now, Ms. Beatty, I'm going  
3 to interrupt you, and the only reason is that I'm going to let  
4 you talk about those things from the witness stand or in your  
5 closing statement, but what you were telling me now was more  
6 in the nature of argument. And that's fine. We'll get to our  
7 arguments.

8 MS. BEATTY: Sure.

9 JUDGE GRAHAM: But right now I just kind of need  
10 the sign posts, and \$50,000 is a sign post. That's what  
11 you've told me what you think you are owed.

12 Is there a tariff or a regulation or a statute  
13 that you believe that they've violated that you can identify?

14 MS. BEATTY: The only thing I can -- unfairness is  
15 the only thing that I could suggest --

16 JUDGE GRAHAM: Okay.

17 MS. BEATTY: -- because they couldn't quit, and  
18 that's just not 50,000 just for one case. They had several  
19 cases, and that's -- that's not just 50,000 once, but on every  
20 case.

21 JUDGE GRAHAM: So the standard that you're looking  
22 at is a standard of fairness. Is that a fair statement?

23 MS. BEATTY: Yes, sir.

24 JUDGE GRAHAM: Okay. Why don't you go ahead and  
25 take your seat back at the table, and we're going to go on now

1 and see if Staff has any kind of on opening statement.

2 MS. ASLIN: Would you like to give my opening from  
3 here or would you like for me to go to the podium?

4 JUDGE GRAHAM: Well, I don't know where we're  
5 getting the best sound. I'm not getting any feedback on how  
6 well we heard Ms. Beatty. Why don't you go ahead there and  
7 sort of boom it out.

8 STAFF'S OPENING STATEMENT:

9 MS. ASLIN: Okay. On January 19, 2019, Staff  
10 submitted its report in this case, which included a review of  
11 cases EC-2010-0142, EC-2017-0198, and information brought to  
12 Staff's attention since the filing of this current case,  
13 EC-2019-0168. As a result of its investigation, Staff  
14 concluded that Ameren Missouri has not violated any applicable  
15 statutes, Commission rules, or Commission-approved company  
16 tariffs related to this complaint.

17 Additionally, under Missouri Statute 386.380.1,  
18 the Commission is not authorized to award a complainant  
19 damages such as pain and suffering. Therefore, Staff would  
20 join in Ameren Missouri's motion to dismiss filed on January  
21 4, 2019 on the basis and to the extent that Ms. Beatty seeks a  
22 remedy unavailable in a PSC proceeding.

23 This customer complaint case is unusual in that it  
24 incorporates three separately filed complaints spanning nearly  
25 a decade. Both of Ms. Beatty's cases were dismissed by the

1 Commission without prejudice. It is Staff's hope that all  
2 parties will be able to fully participate in today's hearing  
3 and to finally resolve the matters related to Ms. Beatty's  
4 complaint against Ameren Missouri.

5 Contessa King, who has prepared the Staff report  
6 in this case and who has reviewed and supports the finding in  
7 Ms. Beatty's previous complaints, is available to answer any  
8 questions, and I am also available to answer any questions  
9 that you may have. Thank you.

10 JUDGE GRAHAM: Okay. All right. Ms. Giboney, do  
11 you have an opening statement?

12 MS. GIBONEY: Yes, Judge.

13 JUDGE GRAHAM: And, again, boom it out.

14 RESPONDENT'S OPENING STATEMENT:

15 MS. GIBONEY: And it will follow briefly the list  
16 of issues that was filed in this case. In general, relating  
17 to Ms. Beatty's first complaint, which was EC-2010-0142, Ms.  
18 Beatty alleged that the company overcharged her by continuing  
19 to charge her for service after she closed an account in 1996.  
20 However, documents provided by Ms. Beatty herself show that  
21 the account, that she continued to receive service under that  
22 account until 1997. And the company's documents and Ms.  
23 Beatty's documents will show that she left an outstanding  
24 balance on that account and so she was not overcharged.

25 In her second complaint, EC-2017-0198, Ms. Beatty

1 has alleged that the company overcharged her by failing to  
2 apply an energy assistance payment that was made towards her  
3 account in 2014. But, again, documents provided by Ms. Beatty  
4 herself as well as company records show that the last energy  
5 assistance payment that was received on that particular  
6 account was received in 2013 and that that payment was  
7 actually not enough to even cover the charges that were then  
8 in arrears, and that Ms. Beatty continued to receive service  
9 under that account for an additional four months, and at the  
10 time that that account was closed, Ms. Beatty had an  
11 outstanding balance.

12           Ms. Beatty has also made a complaint that the  
13 company improperly transferred that balance to a new account,  
14 but the evidence will show that Ms. Beatty opened a new  
15 account a couple of years later and that balance was -- as  
16 I've noted, represented service she received that she didn't  
17 pay for. That balance under the company's tariffs as well as  
18 the Commission's rules was properly transferred to the new  
19 account.

20           Ms. Beatty also alleged the company's failure to  
21 apply the energy assistance payment resulted in the company  
22 improperly charging her a deposit, but the Commissions rules  
23 and the company's tariffs will show that the company is  
24 permitted to charge a deposit when a customer has an  
25 outstanding balance from a prior account, and so it was proper

1 for the company to charge her that deposit.

2           Ms. Beatty has also requested as relief that the  
3 -- I believe today her words were the company has taken too  
4 much from her, but she has requested generally that the  
5 company should credit her account in some amount, and the  
6 company's evidence will show that it has credited her all  
7 amounts that it was proper to credit her, which was basically  
8 the return of amounts that she paid towards the deposit.

9           JUDGE GRAHAM: Does that conclude your opening  
10 statement?

11           MS. GIBONEY: Yes, Judge.

12           JUDGE GRAHAM: We are going to take a break at  
13 this point. The IT department is on its way down here, and  
14 we're going to try to do something about the sound system. In  
15 fact, he has arrived, so I am going to go off record at this  
16 point.

17           (Off the record.)

18           JUDGE GRAHAM: Okay. We were briefly off the  
19 record there to take care of some technical matters. The  
20 parties have all given their opening statements and,  
21 Ms. Beatty, we are prepared to proceed with your testimony.

22           I did, I think, for purposes, though, Ms. Giboney,  
23 of preparing -- making sure I've got a clear record, you gave  
24 me some other sign posts here: EC-2010-0142, an older case;  
25 and EC-2017-0198; and then we have the current case. I need

1 to be able to state for the record the current case number is  
2 2019-0168.

3 And I don't mean to put you on the spot, but for  
4 clarification purposes, how -- are we relitigating or  
5 litigating the older files in the context of this file?

6 MS. GIBONEY: Judge, that's my understanding of  
7 what Ms. Beatty wanted to do when she filed --

8 MS. BEATTY: No.

9 MS. GIBONEY: -- her request for hearing. Her  
10 filings in EFIS suggest she's ready to proceed on those, and  
11 that was --

12 MS. BEATTY: No.

13 MS. GIBONEY: -- our understanding was that she --

14 JUDGE GRAHAM: I'll let you respond in a minute.

15 MS. GIBONEY: -- was sort of reviving the 2010  
16 complaint and 2017 complaint.

17 JUDGE GRAHAM: Well, I can see from Ms. Beatty's  
18 reaction that there may be some disagreement about what we're  
19 doing here.

20 MS. GIBONEY: Okay.

21 JUDGE GRAHAM: And that's fine. We'll sort that  
22 out as the hearing develops, but that tells me what Ameren's  
23 understanding of the case is.

24 And, Ms. Beatty, it's your case.

25 MS. BEATTY: Yes, sir.

1 JUDGE GRAHAM: Why don't you go ahead and take the  
2 witness stand now and I'll swear you in and you can present  
3 your testimony. If you have exhibits that you're going to  
4 want to use in your testimony, could you take them with you,  
5 please, to the witness stand.

6 MS. BEATTY: Well, I have all my exhibits with me.

7 JUDGE GRAHAM: Well, you take them to the witness  
8 stand so that we don't have to go back and get them, and then  
9 we'll take them as you want. Okay?

10 MS. BEATTY: Really, I don't have to refer to them  
11 because I know how Ameren did me by all of it. These exhibits  
12 are for the Commissioner or for you to view.

13 JUDGE GRAHAM: All right. Ms. Beatty, I'm going  
14 to ask you to raise your right hand and be sworn; okay?

15 Ms. Beatty, state your full name, first of all.

16 MS. BEATTY: Jill Covington Beatty.

17 JUDGE GRAHAM: Thank you, Ms. Beatty. And, Ms.  
18 Beatty, do you solemnly swear or affirm that the testimony you  
19 give here today in this hearing will be the truth?

20 THE WITNESS: Will be the truth.

21 JUDGE GRAHAM: All right. You go ahead and  
22 testify now. Tell me what your -- what the facts are that you  
23 want the Commission to know.

24 ////

25 ////

1 JILL BEATTY,  
2 of lawful age, testified on behalf of the Complainant as  
3 follows:

4 DIRECT TESTIMONY OF MS. BEATTY:

5 MS. BEATTY: For the case, the recent one, now we  
6 had a case for two thousand and I think it was nine that  
7 Ameren messed the -- messed my bill up, and I had to come up  
8 to the Commission and get it straight. And as I sat with the  
9 Commission, we come to an understanding that I was right and  
10 Ameren was wrong. Ameren actually was cheating me and -- and  
11 we had a hearing that was scheduled. Ameren, however, Ameren  
12 didn't appear, and so I don't know why they dismissed the  
13 case. I guess they dismissed it because Ameren didn't appear.

14 So 2016 and go back -- and for those bills, I  
15 wasn't any bills behind. Those bills were paid off and was  
16 closed for years, and when I moved back into the city limits  
17 of Jefferson City, I accessed my account and they accused me  
18 of owing them a bill, an outstanding bill for 500, almost 600  
19 dollars, and I argued with them to say how when the account  
20 was closed and paid in full.

21 And Ameren threatened me, called me, threatened me  
22 to shut my services off, so I paid the bill off in full, and  
23 they were like when you find your receipts, then if we're  
24 wrong, we will pay you your money back, and actually that  
25 didn't happen, and in 2010 -- 2009, Ameren shut my services



1 off in bad weather. We were under 25 feet of snow and ice.  
2 Ameren shut my services off.

3 And I come up here to the Commission office and I  
4 spoke with those people regarding them and their actions and  
5 my bill, and that's when we went over the bills and statements  
6 and it did end that I was right and Ameren was wrong and my  
7 bill was paid in full, and they did do a -- said they would  
8 adjust the bills, and that's when they, I guess, required a  
9 hearing and Ameren didn't arrive and I did and they dismissed  
10 the case. And, actually, I guess the case should have went in  
11 my favor because Ameren didn't arrive, didn't show up.

12 And in 2010 -- no, in 2016, I moved to  
13 Caruthersville, Missouri, and I had a bill there -- before I  
14 could get my services shut off. I mean, turned on, Ameren had  
15 a large bill for an amount of 500-and-some dollars. And how  
16 could that be possible? Energy assistance had paid my bill in  
17 full and now -- I had left the state of Missouri that year,  
18 and energy assistance services had paid the bill for me, and I  
19 don't see how they could come about 500-and-some dollars.

20 So I didn't argue with them. I went ahead and  
21 paid the bill. I paid it in full. And then come to find out,  
22 they kept billing me big bills every month five to six hundred  
23 dollars, and then they also put a deposit on my account, said  
24 I had to pay a deposit. How could you pay a deposit when you  
25 paid the bill in full? So why would I need to pay a deposit?

1 And the deposit went on for four years, and every month my  
2 bill would be five to six hundred dollars a month, and they  
3 also put deposit charges on there, and those deposit charges  
4 last for four years.

5 And so I called them about it after I had  
6 contacted the Commission because they shut my services off in  
7 the summer and I stayed in the heat a whole month. They would  
8 not turn my services on. I was a disabled individual, and  
9 they wouldn't allow no exceptions. And so when I got my pay,  
10 I paid the bill off in full, and as I stated, every month they  
11 would charge me large amounts, and the only way that they  
12 stopped is I contact the Public Commission office and that's  
13 the only way that they stopped.

14 And then they still didn't stop. They kept  
15 billing and kept billing and kept billing until I got a case  
16 against them and then they knew that I had the evidence  
17 regarding their actions and then they decided to try to say,  
18 well, we are -- will credit you the money that you paid us.  
19 We'll credit it back towards your account. That's not true.  
20 They didn't credit back anything.

21 Now, they sent a history at the last moment trying  
22 to state that little, small amounts that they credit back.  
23 They didn't credit anything back because the last November,  
24 they shut my services off again. When the energy assistance  
25 office was in the midst of paying it, they shut my services

1 off again and then lied and said that they credited me back  
2 all my money that they took from me, which they didn't.

3 So that's when I then decided to bring them to  
4 court again and submit that document that I needed from the  
5 energy assistance office, proving that they did actually try  
6 to scam me out of my money. And as, you know, a good paying  
7 customer and I had been paying my bills, why was I the one to  
8 be treated that way? So that's why I requested that they pay  
9 me my money back on each count and for my suffering and pain,  
10 \$50,000 for each case.

11 Now that's my testimony, your Honor.

12 JUDGE GRAHAM: Thank you very much, Ms. Beatty.

13 I'm going to go to Staff now. Does Staff have  
14 cross-examination for Ms. Beatty?

15 MS. ASLIN: We do not have any questions. Thank  
16 you.

17 JUDGE GRAHAM: All right. Thank you very much.  
18 Ms. Giboney, do you have questions for the  
19 witness?

20 MS. GIBONEY: No, Judge.

21 JUDGE GRAHAM: Okay. Ms. Beatty, I want to ask  
22 you a few questions --

23 MS. BEATTY: Yes, sir.

24 JUDGE GRAHAM: -- to kind of clarify some things  
25 here.

1 EXAMINATION BY JUDGE GRAHAM:

2 Q. Have you -- you've been referring to energy  
3 assistance. And is it the case, Ms. Beatty, that you were  
4 receiving credits on your bill for some kind of an energy  
5 assistance program?

6 A. Yes, sir. I was disabled and, you know, they help  
7 with your bill each year, a disabled individual. And not just  
8 their services. I paid my bill as well. And what Ameren was  
9 doing, they were taking energy assistance money just as well  
10 as my money and not giving me any credit for it and --

11 Q. Now, is energy assistance something you apply for  
12 through Social Services or something like that?

13 A. No, I think that's through government fundings for  
14 disabled individuals or individuals that need help --

15 Q. Well, I'm trying to figure out -- I'm sorry.

16 A. -- with their bills that they submit every year  
17 for individuals that need help with their -- you know, with  
18 their bills.

19 Q. Right. But I'm just trying to figure out how you  
20 apply for it. Is there an office that you go to? How do they  
21 know to help you out on this?

22 A. You go and apply for it, and if you fall within  
23 those guidelines, then you'll be qualified to.

24 Q. Yeah. And my question is very simple. Where do  
25 you go to apply? If I wanted to apply for this, where would I

1 go?

2 A. To the agency like DAEOC. It's an agency that  
3 helps individuals.

4 Q. You do that online --

5 A. No.

6 Q. -- or is there a place in town that you go to?

7 A. It's an agency that comes in town once -- I mean  
8 that's in town. Once a year, I think it's a summer funding,  
9 and then that's -- in some counties, it's in the winter --

10 Q. Okay.

11 A. -- they help.

12 Q. So you make that application on a continuing basis  
13 where you have to go in, let's say, every year or twice a  
14 year?

15 A. Yes, once a year.

16 Q. How does that work?

17 A. Once a year.

18 Q. And is that once every calendar year, like once in  
19 2019?

20 A. Yes, sir.

21 Q. Is there a particular month of the year that you  
22 have to renew that or do that?

23 A. Yes, sir. I think in October every year, and in  
24 some counties it's in the summer, like in June, and --

25 Q. Well, let's talk about those counties for a

1 moment. We've talked about two different -- well, you've  
2 talked about 2009. You think of it, as I would, too, in terms  
3 of what year you were doing something. We've got a 2010 case  
4 here, EC-2010 --

5 A. Uh-huh.

6 Q. -- -0142. I don't expect you to, you know,  
7 remember the case numbers, but you had a case back where you  
8 made a complaint that something had happened in 2009; is that  
9 right?

10 A. Yes, sir.

11 Q. And did that involve an energy credit issue?

12 A. No, sir.

13 Q. That was something different?

14 A. Yes, sir.

15 Q. Well, let's go past that. I may go back to that  
16 in my questions as I try to clarify things.

17 Then you have a EC-2017-0142 case. And did that  
18 involve something that happened in 2016? Did you have a 2016  
19 problem with Ameren?

20 A. Yes, sir.

21 Q. And did that involve an energy credit issue?

22 A. That's what started. Yes, that's what started  
23 that.

24 Q. Now, where were you living then?

25 A. Caruthersville, Missouri.

1 Q. And did you have more than one address in that  
2 time frame with Caruthersville?

3 A. No, sir.

4 Q. Okay. Was there a Kate Meadows address?

5 A. That was -- Kate Meadows was the town that I moved  
6 from.

7 Q. To Caruthersville?

8 A. Yes, sir.

9 JUDGE GRAHAM: Okay. And then -- I guess I should  
10 have mentioned before we got started. Folks, if there's  
11 anything confidential, and I guess I've started to push into  
12 that area with my questions, flag me on it so I can take  
13 appropriate remedial action here to protect that information.

14 BY JUDGE GRAHAM:

15 Q. And I'm not going to refer to specific addresses  
16 myself, but when you moved to Caruthersville, did it involve a  
17 Third Street apartment or place or do you remember?

18 A. I think it was just involving the address.

19 Q. Well, don't give us the address here. I'm  
20 satisfied that by identifying it as Caruthersville, the record  
21 will be sufficient for us all to understand where we are. The  
22 Caruthersville address involved an energy credit problem?

23 A. Well, actually, no.

24 Q. Well, which one did?

25 A. It was the Kate Meadows.

1 Q. And that was in Cape Girardeau?

2 A. Yes, sir.

3 Q. All right. Tell me what happened there that went  
4 wrong with the -- if that's the right word -- with the  
5 application of your energy credit.

6 A. Well, it wasn't anything wrong with it. I  
7 received it and it went toward my bill and it paid my bill off  
8 and my account closed because I moved away.

9 Q. Okay. Let me ask a few questions for  
10 clarification here.

11 A. Uh-huh.

12 Q. On this energy credit thing, I'm trying to get an  
13 understanding of how that works. Ms. Beatty, are you awarded  
14 a lump sum credit each year?

15 A. Yes, sir.

16 Q. And that is something that's communicated to  
17 Ameren UE?

18 A. Yes, sir.

19 Q. And then the program picks up part of their bill  
20 or something? Is that your understanding?

21 A. It goes toward the bill and every month it either  
22 pays the bill off or either it goes toward the bill and they  
23 deduct from it every month from whatever the bill may be.  
24 That's what they should do.

25 Q. Well, is it your understanding that -- and I'm



1 going to narrow the question here to the Kate Meadows address.  
2 Was your understanding that you had an energy assistance  
3 program type credit that was applying to that address, that  
4 account, that service; right?

5 A. Yes, sir.

6 Q. And for the time frame of what? 2016?

7 A. No, it was for two thousand -- for the year that I  
8 stayed in Cape. I think that was '14.

9 Q. Okay. 2014?

10 A. '14, '15, yes.

11 Q. And I think I know the answer to your next  
12 question or to my next question, but was it your understanding  
13 that the energy credit would pay your entire bill?

14 A. It did.

15 Q. No. My question is should it have?

16 A. Yes, sir.

17 Q. Okay. And you believed that?

18 A. By math terms, I know.

19 Q. Okay. Well, that's fair enough. So my next  
20 question is did somebody at Ameren tell you? Did you have  
21 communications with Ameren at some point where they told you  
22 that your energy credit or your energy assistance program  
23 should pay your whole bill no matter how much that bill was?  
24 Were you told that?

25 A. No.

1 Q. Did you believe that?

2 A. No. Ameren, they -- I guess Ameren was just the  
3 shutoff and they put a big bill on me for five, almost six  
4 hundred dollars, and say you owe us this amount and if you  
5 don't pay it -- then they came out and turned my services off.

6 Q. I understand.

7 A. And no exceptions. And I tried to reason with  
8 them and, you know, to deal with them, and it just was no  
9 exceptions. They wouldn't.

10 Q. Did you explain to them? Were there written  
11 communications -- e-mails or letters or anything -- back and  
12 forth between you and Ameren about this dispute?

13 A. It was verbally at first.

14 Q. Was that on the phone or was that in person?

15 A. On the phone.

16 Q. Did you call them or did they call you?

17 A. I called them and I tried to reason with them. I  
18 tried to get an extension, and I did mention the fact that I  
19 was disabled and they did state if I was disabled that they  
20 would turn my services back on if I could send them something  
21 proving that I was disabled.

22 So I submitted them something stating -- proving  
23 that I was disabled, and their reply was that wasn't good  
24 enough and charged me \$600 for the account and shut my  
25 services off in hot heat heating weather, and I stayed in my

1 apartment. I was without power for a whole month.

2 Q. All right. Now, Ms. Beatty, with respect to the  
3 new case, which is 20 -- is EC-2019-0168, are these energy  
4 assistance credits or program, are they involved in this new  
5 case in any way?

6 A. Well, that's the problem is because I was accused  
7 -- they were accused of not paying. Well, they accused the  
8 energy assistance program of not paying them that amount and,  
9 your Honor, that's when I had to get the form/document proving  
10 that, yeah, energy assistance -- excuse me.

11 Q. Did you receive something in writing from Ameren  
12 where Ameren told you that it had not received a payment -- I  
13 guess it would be called a payment --

14 A. Yes, sir.

15 Q. -- from the energy assistance --

16 A. Yes, sir.

17 Q. -- program? You received something in writing to  
18 that effect?

19 A. Yes, sir, and they verbally said it as well and  
20 they cut my services off.

21 Q. Is that in a document or something that you've got  
22 with you today?

23 A. Yes, sir.

24 Q. Okay. Is that something you could -- do you need  
25 a little break?

1 A. I'll try to get through it, sir.

2 Q. No, that's fine. I'm really making you talk a  
3 lot, and the more you're talking, the more you're coughing.  
4 We can take a little break here if you need.

5 Let's take a break here. Give her a little rest.  
6 We are going to go off the record here for a minute.

7 A. Thank you, sir.

8 (A recess was taken.)

9 JUDGE GRAHAM: Okay. We are back on the record.  
10 We took a six or seven-minute break. We are still in Ms.  
11 Beatty's testimony, and I was asking questions.

12 BY JUDGE GRAHAM:

13 Q. Ms. Beatty, any luck in finding that document?

14 A. Yes, sir.

15 Q. Why don't you hand it to the court reporter? Is  
16 it premarked now? Does it have a number on it? An exhibit  
17 number? Well -- what number would you like to give it?

18 A. I guess --

19 THE REPORTER: Ma'am, I can't hear you.

20 JUDGE GRAHAM: Again, you'll have to speak up.  
21 What number?

22 THE WITNESS: I would say 16.

23 JUDGE GRAHAM: All right. We'll give it to the  
24 court reporter here, Ms. Allen. Hand it to this lady here.  
25 We'll have her mark it, and then I'm going to pass it around

1 for other counsel to get. And I'll stop talking so Ms. Allen  
2 can reach out and get it.

3 (Complainant's Exhibit 16 was marked for  
4 identification.)

5 JUDGE GRAHAM: Okay. Does that interfere, Ms.  
6 Giboney, with the way you marked?

7 MS. GIBONEY: No.

8 JUDGE GRAHAM: Ms. Giboney, I'll let you take a  
9 look at this, and then if you'll hand it out to Staff there.

10 MS. GIBONEY: Sure.

11 JUDGE GRAHAM: Why don't you give it back to me,  
12 Ms. Giboney.

13 MS. GIBONEY: Oh, to you?

14 JUDGE GRAHAM: Yeah, if you don't mind.

15 MS. GIBONEY: Judge, I have copies of that  
16 actually.

17 JUDGE GRAHAM: Okay. Can you just lay your hand  
18 on it?

19 MS. GIBONEY: Yeah, it's right here.

20 JUDGE GRAHAM: Okay. What number is it?

21 MS. GIBONEY: I mean, I put my own exhibit number  
22 on it, but just in case you want a copy and give that back to  
23 Ms. Beatty.

24 JUDGE GRAHAM: May I?

25 MS. GIBONEY: Yes.

1 BY JUDGE GRAHAM:

2 Q. Ms. Giboney [sic], I'm going to hand you what has  
3 now been marked as Complainant's Exhibit Number 16 for  
4 identification purposes. I'm going to give this back to you;  
5 okay?

6 A. Okay.

7 Q. Now, before we get started with that document,  
8 would you just give it a name so that when we're reading the  
9 transcript, we'll know what you're talking about? What would  
10 you like to call this exhibit, just a few words?

11 A. It's the energy assistance receipt.

12 Q. Okay. Now, what does -- what does -- who sent you  
13 this? Where did this come from?

14 A. It came from the agency.

15 Q. Exhibit Number 16 came from the agency; is that  
16 right?

17 A. Yes.

18 Q. And you've referred to the agency a couple of  
19 times. Is that the agency that you understand was paying or  
20 providing you with the energy assistance involved here?

21 A. Yes, sir.

22 Q. And we have confidential information on this in  
23 the form of your Social Security Number; is that right?

24 A. Yes.

25 JUDGE GRAHAM: So we'll have to take appropriate

1 measures to protect that information, and I make that  
2 declaration with respect to Complainant's Exhibit Number 16.

3 BY JUDGE GRAHAM:

4 Q. I'm looking for a date on this document. Is there  
5 a date? It looks like the pledge date is November the 14th,  
6 2013?

7 A. Yes, sir.

8 Q. All right. And looks like the approval date was  
9 the same date, November the 14th, 2013.

10 A. Yes, sir.

11 Q. Is that correct?

12 A. Yes, sir.

13 Q. And your name is on this up at the top; is that  
14 right?

15 A. Yes, sir.

16 Q. I'm looking for an address. Is this document  
17 specific to an address that you lived at?

18 A. Well, I think it goes to -- directly straight to  
19 Ameren.

20 Q. Okay. But does it apply to an address that you  
21 lived at --

22 A. Yes.

23 Q. -- at this time?

24 A. Yes.

25 Q. And where were you living at this time? What

1 city?

2 A. Cape Girardeau --

3 Q. Okay.

4 A. -- Missouri.

5 Q. Now, I believe before we took the break that your  
6 testimony was that you had received a communication from  
7 Ameren stating that they had not received this energy credit  
8 payment?

9 A. Correct.

10 Q. Okay. And the exhibit in front of me here which  
11 is Exhibit Number 16 is your evidence that they did receive  
12 it; is that right?

13 A. Yes, sir.

14 Q. Okay. Are you offering this exhibit into  
15 evidence? Do you want the Commission to officially take it as  
16 a part of your case?

17 A. Yes, sir.

18 JUDGE GRAHAM: Are there any objections?

19 MS. GIBONEY: No objections, Judge.

20 JUDGE GRAHAM: Okay. Let the record reflect that  
21 Complainant's Exhibit Number 16 is received into evidence.

22 BY JUDGE GRAHAM:

23 Q. Ms. Beatty, I've asked you a number of questions  
24 about Exhibit Number 16. Is there anything else that you  
25 would like to tell me about Exhibit Number 16?



1           A.    Nothing but they received it, and I don't  
2 understand why Ameren decided to -- to accept it and then to  
3 charge me, try to overcharge me for it and then state that  
4 they didn't receive it and would have stayed that way if I  
5 hadn't have provided this proof that I did.

6           Q.    Okay.

7           A.    And they know they received it.

8           Q.    Okay. Now, the approved amount was \$251; is that  
9 right?

10          A.    Yes, sir.

11          Q.    And if you look down to the left side of the bill,  
12 I'm seeing a reference -- and you tell me if I'm reading this  
13 correctly -- to a utility bill of \$182.43; is that right? I'm  
14 reading that right? It's right above your name.

15          A.    That's how much the bill was.

16          Q.    And is that -- was it your understanding that the  
17 credit of \$251 was to be applied to your bill of \$182.48?

18          A.    Well, they applied the whole 251 as what they give  
19 you. That's the amount that you receive from them and the  
20 bill was only \$182.48, so that's why I'm -- that's why I was  
21 kind of confused about where did \$600 come from.

22          Q.    Okay. Well, you've testified here in your direct  
23 testimony that -- that Ameren acknowledged, I think, or  
24 admitted more than once that it had made a mistake and went  
25 ahead and credited your bills properly. Was that your

1 testimony on direct or to that effect?

2 A. They stated -- they admitted that they had  
3 accepted the money, that they were in fault, and then they  
4 tried to state that they paid the credit, they gave me the  
5 credit, the money that they took from me, that they credited  
6 toward my account, but that's incorrect because they didn't.

7 Q. All right.

8 A. Because my services was shut off. They shut my  
9 services off again in November when energy assistance was  
10 paying my bill again.

11 Q. Ms. Beatty, were you -- in addition to the  
12 payments or the assistance you were receiving through this  
13 energy assistance program through this agency, were you also  
14 additionally making payments to Ameren?

15 A. Yes, sir, I was paying my bill because I wasn't  
16 receiving energy assistance when I paid to come to find --  
17 when this happened.

18 Q. Let's --

19 A. And I paid the bill off in full, and every month  
20 they would put my bill would be \$600 and they also put a  
21 deposit onto it and they shouldn't have done that because the  
22 bill was paid in full, and that deposit lasts for four years.

23 Q. Well, let's take one of these things at a time  
24 now.

25 A. Yes, sir.

1 Q. We're looking at the energy credit documentation  
2 which is your Exhibit Number 16.

3 A. Yes, sir.

4 Q. And you are -- this is a document that is dated  
5 2013 or there is a date on it of 2013, and it applies to the  
6 Kate Meadows residence --

7 A. Yes.

8 Q. -- that you were living at; is that right?

9 A. Yes, sir, and I would like to say, your Honor,  
10 that account was closed because I moved away.

11 Q. I understand that, and we will get to that.

12 A. Uh-huh.

13 Q. We will get to that --

14 A. Yes, sir.

15 Q. -- or someone will.

16 A. Okay.

17 Q. And you were applying for this energy credit once  
18 a year?

19 A. Once a year.

20 Q. And that was the case when you were living at the  
21 Kate Meadows address?

22 A. Well, I just happened to be there and I applied.

23 Q. Okay. How many years were you at -- in the Kate  
24 Meadows address?

25 A. Just, I think, two years, and I think I received

1 energy assistance probably just a year.

2 Q. Just for the one year?

3 A. Yes, sir.

4 Q. Okay. So the Exhibit Number 16 may well be the  
5 only payment that you received or assistance you received with  
6 respect to Kate Meadows. Did I say that right?

7 A. Yes, sir.

8 Q. Okay.

9 A. I would pay my own.

10 Q. But you were otherwise paying your bill out of  
11 your own funds?

12 A. Yes, sir.

13 Q. And were you paying the entire bill that you  
14 received each time you received it?

15 A. Yes, sir, and I paid the bill in full and closed  
16 the account, and that's why I couldn't understand where are  
17 they coming from with \$600.

18 Q. Now, Ms. Beatty, when you say you closed the  
19 account, are you talking about an account at the Kate Meadows  
20 address?

21 A. Yes, because I moved away.

22 Q. And when you moved away, was that when you moved  
23 to Caruthersville?

24 A. Yes.

25 Q. So you closed that account --

1 A. Uh-huh.

2 Q. -- and you received a final statement, invoice, or  
3 bill from the company?

4 A. Yes, and that's why I couldn't understand where  
5 \$600 come from.

6 Q. Okay. Now, have you brought with you today the  
7 final bill that you received on the Kate Meadows apartment?

8 A. No. Uh-uh, because I requested a history and  
9 that's when Ameren wasn't cooperating. They wasn't  
10 cooperating.

11 Q. Okay. You don't have that bill?

12 A. No.

13 Q. Okay.

14 A. If any, it may be -- I don't know -- the  
15 Commission, it may be in here. I'm not sure. It may be.

16 Q. But you're not sure?

17 A. But they wasn't cooperating. They were out to  
18 just try to cheat me. For whatever reasons, I'm not sure, but  
19 that's not how you treat customers. And wouldn't have stopped  
20 if I hadn't have gotten some help.

21 Q. Well, you've said that. Your testimony is it did  
22 stop --

23 A. Yes.

24 Q. -- because you got some help?

25 A. Yes, sir, after I came to the Public Commission.

1 I contacted them.

2 Q. Has anybody -- I don't mean to get specific. You  
3 don't need to tell me who. But aside from energy assistance,  
4 is there anyone that's been -- is there any other program or  
5 assistance program that's helped you with these bills?

6 A. Well --

7 Q. Are you the only person that's come up with the  
8 money?

9 A. There's -- well, just this year --

10 Q. Ma'am, I'm not prying into whether you're getting  
11 help from a neighbor or from a family member. That's not my  
12 question. I just want to know whether we've hit all the  
13 assistance programs. You've identified one here. We've  
14 talked about it at some length. Is there anything else I'm  
15 missing in that regard?

16 A. Well, for that particular year and that year of  
17 Caruthersville, I had to get help, and the DAEOC, it's another  
18 program for that particular county.

19 Q. DAY-ock (phonetic)? Is that an acronym?

20 A. It's another agency.

21 Q. What do those letters stand for? Do you know?

22 A. What is it?

23 Q. That's all right.

24 A. Area --

25 Q. What are the letters?

1 A. It's DAY-ock, D-E-C -- D-O.

2 Q. Keep your voice up now.

3 A. I think it's D-E-A-C-A, I think, or O.

4 Q. Okay. Was that an assistance program that you  
5 were using when you were in the Kate Meadows address?

6 A. Well, it's similar kind of, yes. I think that's  
7 the -- yes, sir.

8 Q. Okay. Now, with respect to DAEOC and with respect  
9 to this other program that we're looking at --

10 A. Uh-huh.

11 Q. -- you refer to it simply as energy assistance --

12 A. Uh-huh.

13 Q. -- that we're talking about with respect to  
14 Exhibit 16, do these folks make the payments directly to  
15 Ameren or do they give you money?

16 A. No, it goes directly to Ameren.

17 Q. Okay.

18 A. To the agency. I mean to the utility company.

19 Q. Okay. Do you provide this agency or this  
20 assistance program with your bill in order to trigger the  
21 payment?

22 A. Yes. That's the only way they will pay it.

23 Q. Okay. So you have to be in the loop on that?

24 A. Yes, sir.

25 JUDGE GRAHAM: Okay. I've cross-examined the

1 witness for a while. Does Staff have any further questions  
2 for the witness?

3 MS. ASLIN: No questions.

4 JUDGE GRAHAM: Does Ameren have any further  
5 questions for this witness?

6 MS. GIBONEY: No, Judge.

7 JUDGE GRAHAM: Now, Ms. Beatty, I've asked you a  
8 lot of questions, and maybe some things have occurred to you  
9 that you wanted to say that you -- that I didn't ask you, and  
10 therefore, you haven't said them yet. I'm going to call this  
11 your redirect examination, which means that if you've got  
12 anything further to testify to under oath, go ahead and tell  
13 the Commission what facts that you want me to know or the  
14 Commission to know at this time.

15 REDIRECT TESTIMONY BY MS. BEATTY:

16 MS. BEATTY: I want to know when will Ameren be  
17 paying my money back.

18 JUDGE GRAHAM: That's a question. I want to know  
19 whether you have facts that you want to relate to me.

20 MS. BEATTY: Oh, as far as facts?

21 JUDGE GRAHAM: Yeah.

22 MS. BEATTY: I have my receipts, all the receipts  
23 and dates that Ameren took away from me. I have all my  
24 receipts and those days and shutoffs, and that would be the  
25 end, which I have to submit if you need to -- if the



1 Commission needs to look over them or whatever, I have them  
2 here.

3 JUDGE GRAHAM: Well, this is your case, Ms.  
4 Beatty.

5 MS. BEATTY: Yes, sir.

6 JUDGE GRAHAM: If you wish to go through all of  
7 those, we will take the time to do it.

8 MS. BEATTY: What was in question for this  
9 particular case was just this receipt.

10 JUDGE GRAHAM: Which receipt?

11 MS. BEATTY: The one that we have.

12 JUDGE GRAHAM: The Exhibit 16?

13 MS. BEATTY: Yes, sir. And that's why last time I  
14 brung the meeting to a stop because Ameren wouldn't cooperate  
15 and so I had to bring it to a stop and go get the proper  
16 receipt for it. They accused me of not ever -- the payment  
17 not ever being paid, so I had to bring it to an end. And so  
18 now I have it, so I don't know if there's anything else that's  
19 needed because as far as I'm concerned --

20 FURTHER EXAMINATION BY JUDGE GRAHAM:

21 Q. Well, you say your -- you say your service was  
22 terminated?

23 A. Yes, sir.

24 Q. How many times?

25 A. When I moved in, they surprised me with that big

1 amount and they shut my services off.

2 Q. How many times was your service shut off?

3 A. I guess about twice.

4 Q. Okay. When was the first time?

5 A. It was in 2016 when I --

6 Q. Do you know which month?

7 A. In the summer.

8 Q. In the summer?

9 A. Yes, sir.

10 Q. Okay. Do you know which --

11 A. In the heat.

12 Q. Do you know which month?

13 A. It had to have been May, May to June.

14 Q. Was that the first time it was turned off?

15 A. Yes, sir.

16 Q. When was the second time it was turned off?

17 A. November of '18, they shut it off when the agency  
18 was in the process of paying the bill --

19 Q. Okay.

20 A. -- in which they had called Ameren.

21 Q. All right. I just wanted the two dates --

22 A. Yes, sir.

23 Q. -- Ms. Beatty.

24 A. Yes, sir.

25 Q. So the summer of 2016?

1           A.    And it was November when they turned my services  
2 off.

3           Q.    No. 2016, you said, was the summer, wasn't it?

4           A.    Yes, sir, uh-huh.

5           Q.    And then November of 2018; is that right?

6           A.    Yes, sir.

7           Q.    Let's talk about 2016. Is it the case that Ameren  
8 said you had not paid your bill?

9           A.    Yes, sir. They said that the agency had not paid.

10          Q.    All right. And --

11          A.    Did anything.

12          Q.    And is it your testimony that you provided them  
13 with documentation that the bill had been paid and they turned  
14 it back on?

15          A.    They didn't turn it back on and they wouldn't.

16          Q.    Well, they did sometime, didn't they?

17          A.    After I paid the bill.

18          Q.    That's my question. Did you pay it yourself?

19          A.    In full, yes, sir.

20          Q.    In 2016?

21          A.    Yes, sir.

22          Q.    Did you ever receive any further money from energy  
23 assistance that reimbursed you in some way for the money that  
24 you had paid Ameren UE in 2016?

25          A.    No, sir, because my services was shut off again.

1 Q. Well, no. Wait a minute.

2 A. I didn't receive anything from Ameren.

3 Q. No. In 2016 in May, you stated that your service  
4 was shut off because your bill was not paid; correct?

5 A. Well, that's what they said.

6 Q. Well, that's what they said. And then it was  
7 turned back on because you made a payment; is that right?

8 A. Yes, sir. I paid the bill in full.

9 Q. Did -- was the bill wrong?

10 A. Yes, sir, very.

11 Q. Had they overcharged you?

12 A. Very much, yes, sir.

13 Q. And are you testifying that they overcharged you  
14 because they did not properly apply an energy assistance  
15 credit?

16 A. I'm not sure. I'm not sure why. That's -- they  
17 -- I'm not sure what the reason is. I think it's unfair  
18 treatment would be the reason.

19 Q. Okay. But you paid it and you got it reinstated?

20 A. Yes, sir.

21 Q. Okay. And you never received any more energy  
22 assistance payments with respect to that particular bill?

23 A. Yes, I received some in November.

24 Q. Of what year?

25 A. Of '18.

1 Q. Well, I'm focused on 2016, okay, Ms. Beatty?

2 A. Oh, not '16, no.

3 Q. 2016 you had to pay the bill in order to reinstate  
4 the service?

5 A. Yes, and I paid my bill every month.

6 Q. Now let's just stop and stick right there for a  
7 while --

8 A. Okay.

9 Q. -- and talk about that bill and termination of  
10 service.

11 A. Yes, sir.

12 Q. Okay? That service was reinstated only because  
13 you paid the bill?

14 A. Yes, sir.

15 Q. Okay. And it was in connection with that, though,  
16 before that Ameren had told you they had not received the  
17 energy assistance payment that you were due?

18 A. Yes, sir.

19 Q. Okay. And did they acknowledge that they had  
20 received it finally for 2016?

21 A. After I -- after they knew I had the receipt.

22 Q. Okay. But that's 2016 we're talking about?

23 A. Later after, just this year in 2019.

24 Q. We're in 2013, Ms. Beatty. Are you telling me  
25 that Ameren acknowledged for the first time in 2019 --

1 A. Yes, sir.

2 Q. -- that it had received your energy assistance  
3 payment for 2013?

4 A. Yes, sir, after they admitted their fault and they  
5 -- then they stated that they had received it because they  
6 knew I had the receipt, had gotten a receipt for it.

7 Q. Okay. Now let's go to November of 2018. It is my  
8 understanding that your complaint in that regard involves the  
9 way in which the company applied -- Ameren applied your  
10 deposit. Am I correct that that is your complaint with  
11 respect to 2018?

12 A. Yes, sir.

13 Q. Okay. And just kind of narrowing the issues, is  
14 an energy credit or an energy assistance credit in any way  
15 involved with your complaint about how Ameren has handled your  
16 2018 bill?

17 A. Not really. Well --

18 Q. Is that just -- is your 2018 complaint narrowed to  
19 just how it handled your deposit?

20 A. Yes. It's --

21 Q. Explain that to me.

22 A. I guess it would be -- I guess they're good at not  
23 giving you credit for what you pay or what the agency paid and  
24 they're good at taking it and not giving you any credit for it  
25 and your services end up getting cut off.

1 Q. So you did some accounting here and you determined  
2 that they had not given you credit for something?

3 A. Exactly.

4 Q. Okay.

5 A. They're charging too much and not giving me any  
6 credit. They didn't give me any credit for it and kept  
7 shutting my services and would shut my services off.

8 Q. Well, they shut your services off two times; is  
9 that right?

10 A. Yes, sir.

11 Q. Once in 2016 and once in 2018?

12 A. And they shut it off in 2010 -- was it '9? '10?

13 Q. Well, okay. So that's a third time.

14 A. Yeah, they shut it off that year. In the 25 feet  
15 of snow, they shut my services off, and that was the first  
16 time they did.

17 Q. Now, you've shown us what you had marked as  
18 Exhibit 16, and that specifically concerned an October or  
19 November 2013 energy credit; right?

20 A. Yes, sir.

21 Q. So did that relate to the 2016 shutoff?

22 A. Yes, sir.

23 Q. How so?

24 A. I was told that they never received. They didn't  
25 receive any payment from the agency --

1 Q. Where were you living in --

2 A. -- and that my bill --

3 Q. Where were you living in the summer of 2016?

4 A. At 601 West Third Street in Caruthersville,  
5 Missouri.

6 Q. Okay. Where were you living in 2013?

7 A. At Kate Meadows. 1505, I think.

8 Q. Different city?

9 A. Yes, sir. Cape Girardeau, Missouri.

10 JUDGE GRAHAM: Okay. Any further questions from  
11 Staff?

12 MS. ASLIN: No, Judge.

13 JUDGE GRAHAM: Any further questions from Ameren?

14 MS. GIBONEY: No, Judge.

15 JUDGE GRAHAM: Okay. Ms. Beatty, you were doing  
16 your redirect and I was asking you further corrections as you  
17 -- or questions as you were doing your redirect. Have you now  
18 related to us all of the facts that the Commission should  
19 consider?

20 MS. BEATTY: Yes, sir.

21 JUDGE GRAHAM: All right. You can go back and sit  
22 at counsel table, and we will proceed. I think we are going  
23 to proceed to Staff's witness at this point. Let me look at  
24 my outline.

25 MS. BEATTY: Yes, sir. Sorry for being sick.



1 JUDGE GRAHAM: Okay. Does Staff want to proceed  
2 with its case?

3 MS. ASLIN: Yes. Staff calls Contessa King.

4 JUDGE GRAHAM: Ms. King, do you want to state your  
5 full name?

6 THE WITNESS: Contessa King.

7 JUDGE GRAHAM: And, Ms. King, do you solemnly  
8 swear or affirm that the testimony you give in this hearing  
9 will be the truth?

10 THE WITNESS: I do.

11 JUDGE GRAHAM: You can take your seat. And,  
12 Counsel, you can proceed.

13 CONTESSA KING,  
14 of lawful age, testified on behalf of Staff as follows:

15 DIRECT EXAMINATION BY MS. ASLIN:

16 Q. Will you please state and spell your name for the  
17 record?

18 A. My name is Contessa King. C-o-n-t-e-s-s-a, last  
19 name King, K-i-n-g.

20 Q. And by whom are you employed and in what capacity?

21 A. I am employed by the Missouri Public Service  
22 Commission. I am the manager of the customer experience  
23 department.

24 Q. Did you prepare testimony in this matter that --

25 MS. ASLIN: Judge, if it's all right with you,

1 I'll mark it as Exhibit 1.

2 Q. -- that's been marked as Exhibit 1, both public  
3 and confidential versions?

4 A. I did.

5 Q. And is the Staff report in this case included as  
6 part of that testimony?

7 A. Yes.

8 Q. Do you have any changes or corrections to your  
9 testimony?

10 A. I do have one correction to the Staff report. On  
11 page 2, the third header, the case reference is incorrect, so  
12 that should read EC-2017-0198.

13 Q. And with that correction, is the information  
14 contained in that testimony true and correct to the best of  
15 your knowledge and belief?

16 A. Yes.

17 MS. ASLIN: Judge, I move for the admission of  
18 Exhibit 1, both public and confidential.

19 JUDGE GRAHAM: Ms. Beatty -- let me ask, first of  
20 all, Counsel, this was prefiled in EFIS. Is that right?

21 MS. ASLIN: Yes, Judge.

22 JUDGE GRAHAM: Ms. Beatty, do you have any  
23 objections to the admission of this exhibit?

24 MS. BEATTY: No, sir. I don't think so.

25 JUDGE GRAHAM: Okay. Ms. Giboney, do you have any

1 objections?

2 MS. GIBONEY: No objections, Judge.

3 JUDGE GRAHAM: How many pages is this?

4 THE WITNESS: The Staff report? One, two, three.  
5 Well, the actual Staff report itself is -- I'm not sure the  
6 exact number because it includes Staff reports from previous  
7 complaints.

8 JUDGE GRAHAM: So it's going to be lengthy?

9 THE WITNESS: Yes, so I don't have the exact  
10 number on that.

11 JUDGE GRAHAM: All right. Hearing no objections  
12 -- what's the number?

13 MS. ASLIN: One.

14 JUDGE GRAHAM: -- Staff's Exhibit Number 1 is  
15 admitted.

16 MS. ASLIN: Can I tender the witness for cross?

17 JUDGE GRAHAM: You may. Ms. Beatty, do you have  
18 questions for this witness?

19 MS. BEATTY: Contessa? Any questions for her?  
20 Not for Contessa.

21 JUDGE GRAHAM: Not for Ms. King?

22 MS. BEATTY: No, I don't think so. She's  
23 explained briefly -- she's been very -- very good by  
24 explaining.

25 JUDGE GRAHAM: All right. Well, the point is you

1 do not object; is that correct?

2 MS. BEATTY: No.

3 JUDGE GRAHAM: All right. Ms. Giboney, do you  
4 have cross-examination?

5 MS. GIBONEY: No, Judge.

6 JUDGE GRAHAM: Okay. Just a couple, Ms. King.

7 EXAMINATION BY JUDGE GRAHAM:

8 Q. Your conclusion is that Ameren has not violated  
9 any statutes that are applicable to this situation,  
10 regulations, or its tariff? Is that the Staff's conclusion?

11 A. That is Staff's conclusion, sir.

12 Q. Does the report, Exhibit Number 1, lay out the  
13 applicable statutes, regulations, and tariffs that would be  
14 involved?

15 A. Yes.

16 Q. Can you put your finger on those as you look at  
17 your report?

18 A. One in particular is billing adjustments.

19 Q. Okay. Is that a tariff?

20 A. It's the actual rule that is referenced.

21 Q. Can you call that out?

22 A. 4 CSR 13.025, Billing Adjustments. We've  
23 referenced that one.

24 Q. Okay. Anything else in the way of statutes,  
25 regulations, or tariffs that you actually called out in your

1 report as applicable?

2 A. I do believe that is the only one that we -- that  
3 we referenced specifically.

4 JUDGE GRAHAM: Okay. Does Staff have any  
5 follow-up questions based on my examination?

6 MS. ASLIN: No, Judge.

7 JUDGE GRAHAM: Okay. Ms. Beatty, do you have any  
8 further questions?

9 MS. BEATTY: Yes, sir.

10 JUDGE GRAHAM: Go ahead.

11 MS. BEATTY: I'm thinking Contessa is stating that  
12 she don't think Ameren has done anything to -- any violations  
13 against me.

14 JUDGE GRAHAM: Well, you ask the witness  
15 questions.

16 CROSS-EXAMINATION BY MS. BEATTY:

17 Q. You're thinking that Ameren hasn't violated me in  
18 any way?

19 A. It is Staff's --

20 Q. Is that my understanding?

21 A. Yes, ma'am. It is Staff's responsibility to serve  
22 as a neutral party, and what we do is we look for violations  
23 of Commission rules. We also look at violations of the  
24 company's tariff, and we did not find where the company  
25 violated any rules or the Commission tariff.

1           Q.    You don't feel like being without power in the  
2 blazing hot heat is not being violated and being accused of  
3 not paying a bill which you've had paid and they know they've  
4 received the money for it and they shut me off in the blazing  
5 heat, you don't see no violations and had my money and the  
6 agency's money, too?

7           A.    So what we did was we took the documentation that  
8 you provided us, which was receipt of payment --

9           Q.    Uh-huh.

10          A.    -- and we looked at your receipt and we also  
11 looked at the company's activity statement. We wanted to  
12 ensure that your payments were applied to your account, and we  
13 did find where your energy assistance payment as well as your  
14 \$388 payment that you referenced in your first complaint, we  
15 ensured that those payments were applied to your account. So  
16 we did see where they deducted that from your account and gave  
17 you credit for those payments.

18          Q.    They actually didn't. I never received any credit  
19 from them because then they shut my services off again.

20                JUDGE GRAHAM: Ms. Beatty, could you ask the  
21 witness a question, if you have one.

22 BY MS. BEATTY:

23          Q.    Yes. As the Public Commission manager and the  
24 unfair treatment as a customer has received and you don't see  
25 no violations that Ameren has caused?

1 MS. ASLIN: Objection, Ms. Beatty. Ms. King has  
2 answered that question.

3 MS. BEATTY: Okay. Well, sorry to know that, but  
4 as the customer and as the victim of theirs, I feel that  
5 that's unfair to me.

6 JUDGE GRAHAM: Ms. Beatty, do you have any more  
7 questions of this witness?

8 MS. BEATTY: No, I don't feel that --

9 JUDGE GRAHAM: Ms. Beatty, I'll let you make a  
10 statement at the end of the case where you can lay out your  
11 arguments.

12 MS. BEATTY: Okay.

13 JUDGE GRAHAM: But this witness is here to relate  
14 facts --

15 MS. BEATTY: Uh-huh.

16 JUDGE GRAHAM: -- and is there any fact that you  
17 want to ask her about that you think the Commission should  
18 consider?

19 MS. BEATTY: Yes.

20 JUDGE GRAHAM: A fact that she knows about?

21 MS. BEATTY: Yes.

22 BY MS. BEATTY:

23 Q. The receipt that I just provided, that's been  
24 provided, to show proof --

25 JUDGE GRAHAM: What would you ask her about that?

1 Q. -- and you still think that Ameren's not in fault?

2 A. So the energy assistance receipt that you're  
3 referring to was for \$251.

4 Q. Uh-huh.

5 A. And the agency pledged that to your account on  
6 November 14.

7 Q. Uh-huh.

8 A. And I saw where Ameren applied that to your  
9 account on November 29, 2013.

10 Q. After -- no, they --

11 JUDGE GRAHAM: Ma'am, just ask your questions.

12 MS. BEATTY: Okay.

13 THE WITNESS: That was Staff's finding in  
14 reviewing the receipt that you provided.

15 BY MS. BEATTY:

16 Q. So now after you have the receipt, they want to  
17 say, well, it was applied, but then they charged me \$600 and  
18 kept charging me and saying that they never received it, so  
19 it's sad to know, but as a customer --

20 JUDGE GRAHAM: Ms. King, did you see any evidence  
21 after Ameren -- I think you stated that you examined records  
22 that indicated that the company had acknowledged receipt of  
23 that payment on November the 29th of 2013?

24 THE WITNESS: I believe that's correct, yes.

25 JUDGE GRAHAM: Did you see any evidence in your



1 examination of the records in this case indicating that Ameren  
2 UE after November 29th of 2013 stated that it had not received  
3 that payment?

4 THE WITNESS: No, sir.

5 JUDGE GRAHAM: Thank you. Did I ask your question  
6 the way you wanted it asked there, Ms. Beatty?

7 MS. BEATTY: Yes, sir, but --

8 JUDGE GRAHAM: You disagree with it.

9 MS. BEATTY: Yes, sir.

10 JUDGE GRAHAM: But you think she answered the  
11 question about that?

12 MS. BEATTY: Yeah.

13 JUDGE GRAHAM: Any further cross-examination of  
14 this witness, Ms. Beatty?

15 BY MS. BEATTY:

16 Q. Well, I'd ask as receiving -- they have all my  
17 receipts, and as I asked her again she still think that  
18 Ameren's not in fault of this unfair treatment that they've  
19 caused and that they're not at fault for it?

20 A. Again, Ms. Beatty, you know as Staff it was --  
21 it's our responsibility to look for violations.

22 Q. And you don't think that's a violation? And I've  
23 provided all my documents and receipts versus their takings  
24 and cutoffs and unfair treatments and you still think they  
25 haven't violated?

1 JUDGE GRAHAM: I believe that question --

2 MS. BEATTY: No more to say, Judge.

3 JUDGE GRAHAM: I believe she's answered your  
4 question, Ms. Beatty.

5 MS. BEATTY: Yeah, okay.

6 JUDGE GRAHAM: I think you disagree with her  
7 answer --

8 MS. BEATTY: Yes, sir.

9 JUDGE GRAHAM: -- but she's answered your question.

10 MS. BEATTY: I disagree.

11 JUDGE GRAHAM: Okay. This witness may step down.  
12 I take it there's no further testimony from Staff?

13 MS. ASLIN: No, Judge.

14 JUDGE GRAHAM: Okay. We're going to go into the  
15 testimony of the company's witness at this point. It's five  
16 after eleven. We already took a break, but does anyone need a  
17 short break?

18 MS. GIBONEY: A short break would be great, Judge.

19 JUDGE GRAHAM: We'll go off the record and come  
20 back on in, shall we say, ten minutes?

21 MS. GIBONEY: Yes. Thank you.

22 (A recess was taken.)

23 JUDGE GRAHAM: I guess we were ready for the  
24 company's or Ameren's witness.

25 MS. GIBONEY: Judge, before I call that witness,

1 I'd ask that the Commission take judicial notice of a couple  
2 of filings in the prior cases. Will that be all right?

3 JUDGE GRAHAM: Surely. Go ahead.

4 MS. GIBONEY: All right. The first is -- I  
5 thought I had those in front of me.

6 Here we go. The first is the dismissal without  
7 prejudice of complaint number EC-2010-0142, and that was EFIS  
8 Item Number 24, Order Dismissing Complaint Without Prejudice.

9 And then I'd ask that the Commission take judicial  
10 notice of EC-2017-0198, EFIS Item Number 38, the Notice  
11 Acknowledging Dismissal of Complaint in Closing Case.

12 JUDGE GRAHAM: So you're asking the Commission to  
13 take its official notice of the dismissals in the two prior  
14 cases?

15 MS. GIBONEY: Yes, Judge.

16 JUDGE GRAHAM: And only the dismissals --

17 MS. GIBONEY: Yes.

18 JUDGE GRAHAM: -- not the rest of the file?

19 MS. GIBONEY: That's --

20 JUDGE GRAHAM: Ms. Beatty, Ameren has asked the  
21 Commission to consider as part of the evidence in this case  
22 the fact that the two prior cases were dismissed. It's as  
23 simple as that: were dismissed. Do you object --

24 MS. BEATTY: Yes.

25 JUDGE GRAHAM: -- to -- what is the basis of your

1 objection?

2 MS. BEATTY: It's because the reason they were  
3 dismissed --

4 JUDGE GRAHAM: No, ma'am. I know this is  
5 confusing. This is lawyer talk. The only thing that the  
6 company is asking the Commission to do is consider that they  
7 were dismissed. Now, you can testify in rebuttal later on  
8 about these dismissals, if you wish, but at this point is  
9 there a reason that at least the fact of the dismissal should  
10 not be considered?

11 Let me just -- before you answer, let me -- I'm  
12 getting a note from audio that's telling me that audio is not  
13 turned on. Okay. Now audio is turned on in terms of  
14 streaming.

15 Do you have an objection to just my considering or  
16 the Commission's considering the fact that you had two cases  
17 dismissed? I will remind you that you have already told me  
18 that they were dismissed.

19 MS. BEATTY: Uh-huh.

20 JUDGE GRAHAM: So they're asking me to simply  
21 realize they were dismissed. Any objection to that? Do we  
22 even need to talk any more about it?

23 MS. BEATTY: As long as they're considered as with  
24 this particular -- at this particular time. They may have  
25 been dismissed then.

1 JUDGE GRAHAM: But you want them to be considered  
2 now, those cases?

3 MS. BEATTY: Yes.

4 JUDGE GRAHAM: All right. Any objection from  
5 Staff?

6 MS. ASLIN: No objection.

7 JUDGE GRAHAM: Okay. The Commission will  
8 officially notice the fact that the two prior cases were  
9 dismissed as described by Ms. Giboney in her request that we  
10 take official notice of those.

11 Anything else, Ms. Giboney, before you proceed?

12 MS. GIBONEY: No.

13 JUDGE GRAHAM: All right. And your next witness  
14 is or your --

15 MS. GIBONEY: Aubrey Krcmar.

16 JUDGE GRAHAM: Okay. It's KIRSH-mar?

17 THE WITNESS: Yes, Judge.

18 JUDGE GRAHAM: All right. Ms. Krcmar, will you  
19 state your full name?

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

22 JUDGE GRAHAM: And would you raise your right hand  
23 to be sworn. Do you solemnly swear or affirm that the  
24 testimony you give in this hearing will be the truth?

25 THE WITNESS: Yes.

1 JUDGE GRAHAM: You can go ahead and be seated, and  
2 she's your witness, Ms. Giboney.

3 AUBREY KRCMAR,  
4 of lawful age, testified on behalf of the Respondent as  
5 follows:

6 EXAMINATION BY MS. GIBONEY:

7 Q. Ms. Krcmar, could you state by whom you're  
8 employed?

9 A. Ameren Missouri.

10 Q. And what is your position with Ameren Missouri?

11 A. Regulatory liaison.

12 Q. And prior to becoming the regulatory liaison, what  
13 was your position with the company?

14 A. I've been with the company for over 18 years, and  
15 the first 17 years I was in the customer contact center with  
16 the last four years of employment in the customer contact  
17 center serving in the role of a customer service supervisor.

18 Q. All right. And, Ms. Krcmar, did you cause  
19 testimony -- rebuttal testimony in this case to be prepared?

20 A. Yes.

21 Q. And to be filed?

22 A. Yes.

23 Q. All right. And was that testimony directed at  
24 rebutting allegations made by Ms. Beatty in the two previous  
25 complaint cases, EC-2010-0142 and EC-2017-0198?

1           A.    Yes.

2           Q.    All right.  I'm handing Ms. Krcmar what's been  
3 marked Ameren Missouri Exhibit 1P and Ameren Missouri Exhibit  
4 1C.  And do you recognize those?

5           A.    Yes, I do.

6           Q.    All right.  And is that the rebuttal testimony  
7 that you prepared and filed?

8           A.    Yes.

9           Q.    Are there any changes or corrections that you need  
10 to make to that testimony today?

11          A.    There are not.

12          Q.    All right.  Is the information in Exhibits --  
13 Ameren Missouri Exhibits 1C and 1P true and correct to the  
14 best of your knowledge and belief?

15          A.    Yes.

16          Q.    And if I asked you all the same questions in those  
17 exhibits today, would your answers be the same as what you  
18 wrote in those exhibits?

19          A.    Yes.

20                MS. GIBONEY:  Judge, Ameren Missouri offers into  
21 evidence Exhibits 1C and 1P.

22                JUDGE GRAHAM:  All right.  Ms. Beatty, the -- is  
23 it 1C?  1C and 1P?

24                MS. GIBONEY:  Yes, Judge.

25                JUDGE GRAHAM:  Ameren's Exhibits 1C and 1P have

1 been offered into evidence at this point, meaning that they  
2 want the Commission to consider, take into consideration  
3 what's been written down in those exhibits as evidence. Do  
4 you have any objection to the Commission considering that  
5 testimony?

6 MS. BEATTY: Yes.

7 JUDGE GRAHAM: You object to the Commission even  
8 listening to that?

9 MS. BEATTY: Yes.

10 JUDGE GRAHAM: What is the basis of your  
11 objection?

12 MS. BEATTY: Unfairness.

13 JUDGE GRAHAM: All right. Anything further?

14 MS. BEATTY: Uh-uh.

15 JUDGE GRAHAM: Does Staff have any objections?

16 MS. ASLIN: No objections.

17 JUDGE GRAHAM: That objection will be overruled,  
18 and those two exhibits, Ameren Exhibits 1C and 1P, will be  
19 considered -- will be received in evidence.

20 Do you have exhibits for Ms. Beatty?

21 MS. GIBONEY: I gave her -- they're right there,  
22 Ms. Beatty, if you'd like to see them.

23 Next, Judge --

24 MS. BEATTY: Your Honor? Your Honor? I was  
25 wanting to know if I could back up for a minute. A question



1 that you had asked about cases that was dismissed to leave  
2 them as they are, just leave them as they are and we'll speak  
3 about them. Could that be considered about the dismissals  
4 later?

5 JUDGE GRAHAM: Well, the question before the  
6 Commission was whether the Commission should take official  
7 notice as evidence --

8 MS. BEATTY: Uh-huh.

9 JUDGE GRAHAM: -- the fact that those cases were  
10 dismissed, and I believe, Ms. Beatty, that you were trying to  
11 start to tell me why they had been dismissed.

12 MS. BEATTY: Yes.

13 JUDGE GRAHAM: Is that right?

14 MS. BEATTY: Yes.

15 JUDGE GRAHAM: And I believe that I told you that  
16 I would give you, if you wished --

17 MS. BEATTY: Okay.

18 JUDGE GRAHAM: -- an opportunity at a later time  
19 in this hearing to explain yourself on that. Do you  
20 understand me?

21 MS. BEATTY: Uh-huh.

22 JUDGE GRAHAM: And I went ahead. I don't know if  
23 you stood on the objection, but if you did, I am overruling  
24 the objection and allowing the admission into evidence of the  
25 fact that those cases were dismissed. That's all that's in at

1 this point. You can testify later about it if you wish; okay?  
2 All right?

3 MS. BEATTY: Does that go against me or is that  
4 for me?

5 JUDGE GRAHAM: Well, it's just in evidence at this  
6 point. I'm not going to discuss how the evidence lies down at  
7 this point. We're just trying to get it into the case; okay?

8 MS. BEATTY: Okay.

9 JUDGE GRAHAM: Ms. Giboney, you can proceed.

10 BY MS. GIBONEY:

11 Q. Ms. Krcmar, part of your prefiled testimony that's  
12 been received in evidence, does that relate to the transfer of  
13 an unpaid balance of Ms. Beatty's account to another?

14 A. Yes.

15 Q. And does the company have a Commission-approved  
16 tariff that permits the transfer of balances?

17 A. Yes.

18 Q. All right. Let me hand you what's been marked  
19 Ameren Missouri Exhibit 4. Let me hand that to the other  
20 parties as well. Do you recognize Exhibit 4?

21 A. Yes, I do.

22 Q. And what is that?

23 A. This is our Commission-approved tariff regarding  
24 our General Rules and Regulations on Billing Practices.

25 Q. All right. And does that tariff have a tariff

1 sheet number at the top?

2 A. Yes, Sheet 131.1.

3 Q. And does that tariff have an effective date  
4 printed at the bottom?

5 A. Effective July 27, 2014.

6 MS. GIBONEY: Judge, I'd offer Ameren Missouri  
7 Exhibit 4 into the record.

8 JUDGE GRAHAM: Okay. Has this been provided to  
9 Ms. Beatty?

10 MS. GIBONEY: Yes, I just handed it to her.

11 JUDGE GRAHAM: Ms. Beatty, do you have any  
12 objections to Ameren's Exhibit Number 4?

13 MS. BEATTY: Is this evidence for --

14 JUDGE GRAHAM: I'm sorry. You're going to have to  
15 speak up.

16 MS. BEATTY: Evidence regarding them or what? So  
17 what does this state, that they are refunding or what?

18 JUDGE GRAHAM: Ma'am, do you object to the  
19 admission of the exhibit as evidence?

20 MS. BEATTY: Yeah.

21 JUDGE GRAHAM: Is your answer yes, you object?

22 MS. BEATTY: If this is supposed to be their  
23 evidence of refunds. Is that what this is supposed to be?

24 JUDGE GRAHAM: Okay. I take it you're objecting.  
25 Is Staff objecting?

1 MS. ASLIN: No, Judge.

2 JUDGE GRAHAM: All objections to the admission of  
3 this exhibit will be overruled, and Staff's Exhibit Number 4  
4 will be received into evidence.

5 MS. GIBONEY: Ameren Missouri's exhibit?

6 JUDGE GRAHAM: I mean Ameren's exhibit. Now, I  
7 would anticipate, Ms. Beatty, that Ms. Giboney, in the course  
8 of her questions here of her witness, will tell us what this  
9 exhibit is about, which was your concern.

10 MS. BEATTY: Yeah.

11 BY MS. GIBONEY:

12 Q. Ms. Krcmar, we've also heard some testimony from  
13 Ms. Beatty about a deposit that was applied to her account.  
14 Is that correct?

15 A. That's correct.

16 Q. And in your prefiled testimony, you also discuss a  
17 deposit; is that correct?

18 A. That's correct.

19 Q. Does the company have a tariff that allows it to  
20 apply a deposit to an account under certain circumstances?

21 A. Yes.

22 Q. All right. I'm handing you what's been marked  
23 Ameren Missouri Exhibit 5. Do you recognize that document?

24 A. Yes, I do.

25 Q. And what is that?

1           A.    This is the Commission-approved tariff for the  
2 company, our company General Rules and Regulations Regarding  
3 Deposit Practices, Sheet Number 139.

4           Q.    And does that tariff sheet also state an effective  
5 date?

6           A.    It does, of July 27, 2014.

7           MS. GIBONEY: All right. I forgot to give you  
8 this. I apologize.

9           Judge, we'd ask that Ameren Missouri Exhibit 5 be  
10 admitted into evidence.

11          JUDGE GRAHAM: Okay. Ms. Beatty, you have Exhibit  
12 Number 5 in front of you? Down in the right-hand corner, it  
13 says Am. MO Exhibit 5. Do you see that?

14          MS. BEATTY: Yes.

15          JUDGE GRAHAM: Do you object to the admission of  
16 this exhibit into evidence?

17          MS. BEATTY: I object because that was their fault  
18 as far as deposits.

19          JUDGE GRAHAM: Okay. You object because this  
20 concerns the handling of deposits?

21          MS. BEATTY: No, because if it -- for applying a  
22 deposit to my account for whatever reasons, that she's going  
23 to explain this one, too.

24          JUDGE GRAHAM: It's going to be up to Ms. Giboney  
25 to ask whatever questions she wishes of her witness. This is

1 a tariff. This exhibit is evidence of a tariff that requires  
2 Union Electric Company to do certain things or not do certain  
3 things.

4 MS. BEATTY: Yeah.

5 JUDGE GRAHAM: This tariff is part of the rules by  
6 which the company must operate. Do you object to the  
7 admission of Exhibit Number 5, which is evidence of what the  
8 company must do or must refrain from doing? Do you object to  
9 that?

10 MS. BEATTY: That's the company policy, but the  
11 company policy has been unfair.

12 JUDGE GRAHAM: All right.

13 MS. BEATTY: Yeah, I object.

14 JUDGE GRAHAM: Does the Staff have any objections?

15 MS. ASLIN: No objections.

16 JUDGE GRAHAM: Objections to Exhibit Number 5 will  
17 be overruled, and it will be received into evidence.

18 Proceed.

19 BY MS. GIBONEY:

20 Q. Ms. Krcmar, I believe we also heard a little bit  
21 of testimony about the application of payments to a deposit  
22 and whether the deposit was paid by those payments?

23 A. Yes.

24 Q. Does the company have a tariff that applies to how  
25 payments are applied to bills?

1 A. Yes.

2 Q. And to the charges in a bill?

3 A. Yes.

4 Q. All right. I'm handing you what's been marked  
5 Ameren Missouri Exhibit 6. Do you recognize that?

6 A. Yes, I do.

7 Q. And what is that?

8 A. This is the Commission-approved company tariff,  
9 General Rules and Regulations, Billing Practices Regarding  
10 Partial Payments.

11 Q. And does Exhibit 6 have a sheet number and an  
12 effective date?

13 A. Yes, it is Sheet 138, effective April 12, 2018.

14 MS. GIBONEY: Judge, Ameren Missouri asks that its  
15 Exhibit 6 be admitted into evidence.

16 JUDGE GRAHAM: All right. Ms. Beatty, Ameren has  
17 tendered to the Commission its Exhibit Number 6 --

18 MS. BEATTY: I object to it.

19 JUDGE GRAHAM: -- which is titled General Rules  
20 and Regulations, I guess, Part 5, Billing Practices Continued.  
21 Do you have any objections to Exhibit Number 6?

22 MS. BEATTY: Yes.

23 JUDGE GRAHAM: Would you state them, please?

24 MS. BEATTY: It would probably be unfair statement  
25 as to how I've been treated.

1 JUDGE GRAHAM: Okay.

2 MS. BEATTY: Anything they present, I want it to  
3 be objected and think it's unfair.

4 JUDGE GRAHAM: Okay. Any objections from Staff?

5 MS. ASLIN: No, Judge.

6 JUDGE GRAHAM: The objections will be overruled,  
7 and the Commission will receive Ameren Missouri's Exhibit  
8 Number 6.

9 BY MS. GIBONEY:

10 Q. Ms. Krcmar, we heard some testimony concerning  
11 Ms. Beatty's Kate Meadows account. Do you recall that  
12 testimony?

13 A. Yes.

14 Q. I'd like you to take a look in Exhibit 1C. And  
15 there were attachments to those exhibits; correct?

16 A. That's correct.

17 Q. And those attachments were account records  
18 provided by you?

19 A. Yes.

20 Q. All right. If we look back to attachment AMK2 --  
21 I believe that's the second attachment to your testimony --  
22 could you tell us what Ms. Beatty's account balance was as of  
23 October of 2013?

24 A. As of beginning of October of 2013?

25 Q. Just the last bill that month.



1           A.    As of October 23rd of 2013, Ms. Beatty's account  
2 balance was \$231.10.

3           Q.    Oh, well, you know, what? I'm a month too late.  
4 Let's step back to September. What was the total bill as of  
5 September 24?

6           A.    \$182.48.

7           Q.    All right. And is that the same number that we  
8 heard earlier that was referenced in Ms. Beatty's Exhibit  
9 16 --

10          A.    Yes.

11          Q.    -- on the energy assistance receipt, Ms. Beatty  
12 referred to it as?

13          A.    Yes.

14          Q.    So as of September 24, 2013, that was her total  
15 bill?

16          A.    That is correct.

17          Q.    So as of the time Ms. Beatty applied for energy  
18 assistance -- and I believe the date was November 14 -- would  
19 182.48 be the amount that was in arrears, that was behind?

20          A.    Yes.

21          Q.    But what was the total bill as of November 14?

22          A.    As of November 14, her total bill was \$231.10.

23          Q.    And I believe we heard testimony from Ms. King  
24 that Ms. Beatty actually received an energy assistance payment  
25 of \$251 on November 29th of 2013; is that correct?

1 A. That is when it posted to the account, yes.

2 Q. So and we see if we look down to 11/29/2013 on  
3 this exhibit -- excuse me. Attachment AMK2, do we see that  
4 \$251 payment being credited to her account?

5 A. Yes, you do, under the payments and credits  
6 column.

7 JUDGE GRAHAM: May I just now ask what page we are  
8 on of AMK2?

9 MS. GIBONEY: We are on page 2 of 2. We are at  
10 the bottom of the page.

11 JUDGE GRAHAM: Thank you, ma'am.

12 MS. GIBONEY: Well, that's kind of awkward.  
13 There's actually 3 of 2. There's another page at the end.

14 JUDGE GRAHAM: I saw that, but you're on 2 of 3?

15 MS. GIBONEY: Yes, we're on page 2 of the 3.

16 JUDGE GRAHAM: Okay.

17 BY MS. GIBONEY:

18 Q. All right. And just shortly before that 11/29  
19 energy assistance payment was received, what was Ms. Beatty's  
20 total bill on November 22?

21 A. 306.88.

22 Q. All right. So at the time the \$251 pledged  
23 payment was received, was that payment sufficient to cover her  
24 entire outstanding balance?

25 A. It was not.

1 Q. So I will do the math in my head. Was it about  
2 \$55 short?

3 A. That is correct.

4 Q. All right. Now, did Ms. Beatty continue to  
5 receive electric service at Kate Meadows for a few months  
6 after that?

7 A. Yes, she did.

8 Q. When was the last date that Ms. Beatty received  
9 electric service at the Kate Meadows account address?

10 A. She was billed through March 12th of 2014.

11 Q. All right. So from the date the \$251 payment was  
12 received until the date that her account was terminated the  
13 following March, was any other payment received on Ms.  
14 Beatty's account?

15 A. No.

16 Q. So at the time that the account terminated on  
17 March 12, what was the entire outstanding balance or the total  
18 bill?

19 A. \$545.97.

20 Q. All right. And was that the amount that was  
21 transferred when Ms. Beatty subsequently set up an account on  
22 Third Street?

23 A. Yes.

24 Q. All right. And if we look at Ameren Missouri's  
25 Exhibit 4, which was the transfer of balances tariff, under

1 Paragraph F is the company permitted to transfer an unpaid  
2 balance at one service account to a new service account for a  
3 comparable class of service?

4 A. Yes.

5 Q. And is that what the company did when Ms. Beatty  
6 then opened the Third Street account two years later?

7 A. Yes.

8 Q. All right. Does the company -- the company's had  
9 many conversations with Ms. Beatty about energy assistance; is  
10 that correct?

11 A. Yes.

12 Q. Does the company have any record of any energy  
13 assistance payment being received towards Ms. Beatty's account  
14 in 2014?

15 A. No.

16 Q. And if that payment had been received, would it be  
17 applied -- would it have been applied to this balance?

18 A. Yes.

19 Q. All right. So then moving ahead, in 2016 did  
20 Ms. Beatty call the company and ask to set up service at the  
21 Third Street account?

22 A. Yes.

23 Q. All right. And when did that service begin? And  
24 if you could point us to an attachment, that would be helpful.

25 A. So I am looking at attachment AMK3, which are the

1 company contacts.

2 Q. Okay. What page?

3 A. I am looking at page -- I believe it is page --  
4 hold on a second -- page 19. I'm sorry.

5 Q. Page 19?

6 A. Yes.

7 Q. All right.

8 JUDGE GRAHAM: Of what exhibit?

9 THE WITNESS: Of Exhibit AMK3.

10 JUDGE GRAHAM: For 1P?

11 THE WITNESS: For 1C.

12 JUDGE GRAHAM: Again, which attachment?

13 THE WITNESS: Attachment AMK3.

14 JUDGE GRAHAM: Thank you.

15 THE WITNESS: Yes.

16 BY MS. GIBONEY:

17 Q. So what caused that account to be set up? What  
18 precipitated it?

19 A. Ms. Beatty called on May 20th of 2016 and  
20 requested to start services at the West Third address.

21 Q. All right. And who did she speak with to request  
22 that service?

23 A. She spoke with one of our customer care advisers,  
24 Ms. Jones.

25 Q. And at that time when Ms. Beatty spoke with Ms.

1 Jones, according to the contacts that the company keeps, was  
2 she advised that a balance would be transferring into this  
3 account?

4 A. Yes.

5 Q. All right. Now, we talked about the company's  
6 tariff regarding deposits, Ameren Missouri Exhibit 5, so I'll  
7 ask you to look at that. So when Ms. Beatty called to set up  
8 the Third Street account, did she have an unpaid bill that had  
9 accrued within the prior five years?

10 A. Yes.

11 Q. And it remained unpaid at the time she asked for  
12 service at this address?

13 A. Yes.

14 Q. And does Paragraph A(1)(a) permit the company to  
15 charge a deposit under those circumstances?

16 A. Yes.

17 Q. All right. So when Ms. Beatty set up the Third  
18 Street account, was she also sent a letter advising her that  
19 there would be a deposit applied to that account?

20 A. Yes.

21 Q. All right. Is that shown in the contacts that  
22 we're looking at, AMK3 on page 19?

23 A. Yes. There is a contact indicating that a deposit  
24 letter was mailed on May 23rd of 2016.

25 Q. Okay. And after that letter was sent out, did Ms.

1 Beatty call the company inquiring about that deposit?

2 A. Yes.

3 Q. And what's the date of that call?

4 A. The first call regarding the deposit was on May  
5 27th of 2016.

6 Q. And is that also shown in the contacts on page 19?

7 A. Yes.

8 JUDGE GRAHAM: 19 of what exhibit?

9 MS. GIBONEY: AMK3.

10 JUDGE GRAHAM: Okay. Thank you.

11 BY MS. GIBONEY:

12 Q. All right. And was she advised that that deposit  
13 was assessed because of the outstanding balance from the prior  
14 account?

15 A. Yes.

16 Q. And at that time did the representative and Ms.  
17 Beatty also discuss the issue of whether a pledge had been  
18 received?

19 A. I don't believe it was on that particular call on  
20 May 27.

21 Q. Oh, I'm sorry. Was there a second call on May 27?

22 A. Yes.

23 Q. Okay. And so the first call, it looks like, was  
24 that with Raven Carter?

25 A. Yes.

1 Q. And the second was with Tracy Pea?

2 A. Correct.

3 THE REPORTER: The name again?

4 MS. GIBONEY: Tracy Pea, P-e-a.

5 BY MS. GIBONEY:

6 Q. So during the second call, was the -- was the  
7 issue of the pledge discussed?

8 A. Yes.

9 Q. All right. And do the contact notes reflect that  
10 at that time Ameren Missouri acknowledged it had received a  
11 \$251 payment?

12 A. Yes.

13 Q. And on what date did they tell Ms. Beatty that it  
14 was received?

15 A. The company adviser told Ms. Beatty the pledge was  
16 received for \$251 on November 29th of 2013.

17 Q. And at that time was it Ms. Beatty's contention  
18 that there had been another pledge made in 2014?

19 A. Yes.

20 Q. And did the adviser essentially inform Ms. Beatty  
21 that the company had not received a pledge in 2014?

22 A. That is correct.

23 Q. So if we look at attachment AMK4, the account  
24 activities statement for the Third Street account, can you  
25 show us where on this it shows that the balance from Kate



1 Meadows was transferred into the Third Street account?

2 A. Yes. The first line item on this account  
3 activities statement dated transaction date of May 23, 2016  
4 indicates that the \$545.97 was transferred from -- it only  
5 lists an account number, but we can reference that account  
6 number to show that it came from the Kate Meadows account.

7 Q. All right. So if we look back to AMK2, we'd be  
8 able to show that that was the same account number?

9 A. That's correct.

10 Q. Okay. And does this account activity statement  
11 also show where the deposit was applied to the account?

12 A. Yes.

13 Q. Okay. And was that deposit broken into three  
14 installments?

15 A. Yes, it was.

16 Q. Okay. So can you tell us the amounts and roughly  
17 when they were billed?

18 A. Yes, a \$118 deposit was split into 3 monthly  
19 installments with the first one being billed on June 10 for  
20 39.33, the second installment being billed on July 12 for  
21 39.33, and the final deposit installment of 39.34 being billed  
22 on August 10.

23 Q. And those are just the dates they were billed, not  
24 paid; correct?

25 A. That's correct.

1 Q. All right. So the first bill that went to Ms.  
2 Beatty for Third Street, was she also charged for electric  
3 service that she received for, looks like, roughly 19 days?

4 A. Yes.

5 JUDGE GRAHAM: Are you looking at a page in your  
6 exhibit?

7 MS. GIBONEY: Yes, Judge. I'm looking at page 1  
8 of 3 of AMK Number 4.

9 JUDGE GRAHAM: Thank you.

10 BY MS. GIBONEY:

11 Q. So the first bill that Ms. Beatty received at  
12 Third Street, what was the total bill amount?

13 A. On June 10 '16, it was \$636.58.

14 Q. Was any payment received by the bill due date of  
15 June 23?

16 A. No.

17 Q. Was any payment received by the date that the next  
18 bill went out on July 12?

19 A. No.

20 Q. Okay. So when the July 12 bill went out, I  
21 believe you said it also contained a 39.33 deposit?

22 A. Yes.

23 Q. And then some late payment charges, I see?

24 A. Correct.

25 Q. And also, Ms. Beatty by then had received another

1 month's worth of electric service; is that correct?

2 A. Yes.

3 Q. What were the charges for that service?

4 A. For the actual service of June 9th of '16 through  
5 July 11th of '16, it was \$127.67.

6 Q. All right. So the total bill on July 12 was how  
7 much?

8 A. \$804.35.

9 Q. Was any payment received by the July 25 due date?

10 A. No.

11 Q. All right.

12 MS. BEATTY: They lying.

13 BY MS. GIBONEY:

14 Q. If you would, would you please look back to AMK3,  
15 page 18.

16 A. Yes.

17 Q. Now, since no payments had been received, was a  
18 disconnect notice sent to Ms. Beatty on July 12?

19 A. Yes.

20 Q. All right. That advised her that her service  
21 would be disconnected if she didn't pay the amount in arrears;  
22 is that correct?

23 A. Correct.

24 Q. All right. And then was a second disconnect  
25 notice sent to Ms. Beatty on July 15?

1 A. Yes.

2 Q. All right. And you guys refer to those as a  
3 yellow notice and a pink notice; is that correct?

4 A. At that time, yes.

5 Q. Okay. All right. And in the context do we see  
6 that the disconnect notice would have advised her to pay that  
7 amount on or before July 27?

8 A. Yes.

9 Q. Okay. Was any payment received by July 27?

10 A. No.

11 Q. All right.

12 MS. BEATTY: Excuse me. I need to get my purse.

13 BY MS. GIBONEY:

14 Q. If we flip ahead to page 17 of AMK3, I believe we  
15 heard testimony earlier that Ms. Beatty thought she recalled  
16 her service had been terminated in May of 2016.

17 MS. BEATTY: June.

18 BY MS. GIBONEY:

19 Q. But does page 17 show it was actually terminated  
20 on July 28th of 2016?

21 MS. BEATTY: I said June.

22 BY MS. GIBONEY:

23 Q. And what is the entry that shows that?

24 A. There is an entry about halfway down page 17 that  
25 states the cut-out for nonpay completed at 10:03 a.m. on July

1 28.

2 Q. And late that afternoon, did the company receive a  
3 call from Ms. Beatty after her service had been cut?

4 A. Yes.

5 Q. All right. And did she speak with the adviser  
6 about what would be required to get her service reconnected?

7 A. Yes.

8 Q. And did she advise that she had some health  
9 problems and that she needed to have her service reconnected?

10 A. She did mention that, yes.

11 Q. And what did the adviser tell her about what she  
12 could do?

13 A. The company does offer a medical extension -- a  
14 medical hardship extension program, and when Ms. Beatty called  
15 regarding her disconnection for nonpayment, we discussed that  
16 program with her and explained that we would need -- for a  
17 medical hardship extension, we would need information from a  
18 doctor on doctor's letterhead stating the nature of the  
19 condition and that it was imperative that electric service was  
20 supplied to the customer for her health reasons.

21 So we offered that information to Ms. Beatty and  
22 did explain that we needed to receive that within 24 hours of  
23 the time of disconnection for nonpayment, so we told her on  
24 the evening of July 28 that we needed that information in by  
25 10:00 a.m. on July 29 for consideration for a medical hardship

1 extension, and so that information was provided.

2 Q. All right. And did Ms. Beatty actually fax  
3 something in to the company the next day?

4 A. Yes, we did receive a fax.

5 Q. All right. Was it a letter on doctor's letterhead  
6 signed by a doctor or nurse practitioner stating why she  
7 needed electricity?

8 A. It was not. It was actually we received letters  
9 from the Social Security office, and that was not the  
10 appropriate documentation that we would require for a medical  
11 hardship extension.

12 Q. All right. And did someone actually reach out to  
13 Ms. Beatty, call her and explain to her that was not  
14 sufficient documentation?

15 A. Yes, the adviser who works that desk, correct.

16 Q. And let's see. If we look at page 16 of AMK3, do  
17 we see those contacts from the Medical Equipment Registry or  
18 MER desk?

19 A. Yes, we do. Close to the bottom of page 16, there  
20 is an MER, Medical Equipment Registry, customer contact that  
21 indicates that we advised Ms. Beatty that what she had  
22 submitted was not sufficient.

23 Q. All right. Following the communications on the --  
24 on July 29, did Ms. Beatty call in on August 2 to note that  
25 she had made a payment?

1 A. She did, yes.

2 Q. All right. And how much did she pay?

3 A. At that point on August 2 in the afternoon, she  
4 paid \$400 --

5 Q. All right.

6 A. -- of the amount that we had advised her which was  
7 needed for reconnect and was \$636.58.

8 Q. And that was the amount in arrears. That wasn't  
9 her total balance. You were just requiring her to pay the  
10 full amount in arrears to be reconnected?

11 A. Yes.

12 Q. Okay. And was she advised that that was not  
13 enough to be reconnected?

14 A. Yes.

15 Q. Okay. And then did Ms. Beatty subsequently make  
16 another payment of the remaining amount that was in arrears?

17 A. Yes, she did.

18 Q. All right. If we look at the account activity  
19 statement, which is AMK4, it looks as though the \$400 payment  
20 that she called about on the 2nd, it looks like that was maybe  
21 received on August 4; is that correct?

22 A. Yes.

23 Q. And then it looks like on the 8th there was a  
24 subsequent payment of the rest of the amount in arrears; is  
25 that correct?

1 A. Yes.

2 Q. And that was the 236.58?

3 A. Yes.

4 Q. And I apologize for flipping back and forth, but  
5 if we flip back to the August -- or I'm sorry -- AMK3, page  
6 15, do we see that an order to restore her service was put in  
7 that her service was -- attempted to see if her service would  
8 be restored?

9 A. Yes, and halfway down 15, the cut-in issued  
10 contact on August 4 at 5:30 p.m. is when the system-generated  
11 order for reconnection was issued based on the customer's  
12 pending payment.

13 Q. And then when was the cut-in actually completed?

14 A. August 5 at 9:36 a.m.

15 Q. All right. It looks like maybe there was a little  
16 trouble with the breakers, but the cut-in on the company's  
17 side was actually completed on August 5?

18 A. That is correct.

19 Q. Okay. So we heard prior testimony from Ms. Beatty  
20 that her service was off for about a month in really hot  
21 weather, but these records reflect that it was off for about  
22 six or seven days; is that correct?

23 A. Correct.

24 Q. All right. Does the company keep track of what  
25 the temperatures are during -- well, all year-round?



1 A. Yes.

2 Q. Right? And is that so that it knows whether or  
3 not it would be lawful for it to disconnect service?

4 A. Yes.

5 Q. All right.

6 (Ameren Missouri Exhibit 11 was marked for  
7 identification.)

8 BY MS. GIBONEY:

9 Q. Okay. Ms. Krcmar, I'm handing you what the court  
10 reporter has marked Ameren Missouri Exhibit 11.

11 A. Okay.

12 Q. And I'll pass that around to the other parties.  
13 Do you recognize that?

14 A. Yes, I do.

15 Q. And what is that?

16 A. This is a company record of the information  
17 obtained on July 28th of 2016 regarding temperatures in the  
18 zone that Ms. Beatty resided on that date, and that was to  
19 determine whether or not the temperatures allowed for us to  
20 disconnect service.

21 JUDGE GRAHAM: May I? Does this have an exhibit  
22 number?

23 MS. GIBONEY: The court reporter has marked it as  
24 AMK -- Ameren Missouri Exhibit 11. I apologize. I did not  
25 premark this.

1 JUDGE GRAHAM: That's fine. But we're talking  
2 about your Exhibit 11?

3 MS. GIBONEY: Yes.

4 JUDGE GRAHAM: All right.

5 BY MS. GIBONEY:

6 Q. All right. And if we turn to the second page of  
7 Ameren Missouri Exhibit 11, can you tell us what this is and  
8 what it says?

9 A. This is -- this is taken from the National Weather  
10 Service. This was a document we obtained on July 28, 2016 to  
11 determine what the forecasted weather for the 24-hour period  
12 was going to be for the area that Ms. Beatty resided in.

13 Q. Okay. And what was the forecasted temperature?

14 A. For that date, highs in the upper 80s, and for  
15 Friday, highs in the upper 80s.

16 Q. All right. So under the Hot Weather Rule, the  
17 statute pertaining to disconnections in the summer, was it  
18 permissible for the company to terminate Ms. Beatty's service  
19 if the weather forecast indicated it would be in the upper 80s  
20 on that day?

21 A. Yes.

22 Q. All right. Let's talk a little bit about the  
23 deposit issue. I believe you mentioned that the deposit was  
24 billed in three installments, and I'll refer you back to AMK4.  
25 The deposit was billed in three installments; correct?

1 A. Yes.

2 Q. All right. But we've already noted that no  
3 payment was received from Ms. Beatty on the June 10 bill or on  
4 the July 12 bill, and by that time, two deposits had been  
5 billed; correct?

6 A. Correct.

7 Q. So when the company received payment on August 4  
8 that paid all of the \$636.58 in arrears, did that essentially  
9 pay off that first deposit installment from back in May-June?

10 A. Yes, it did.

11 Q. All right. So then we have the second deposit  
12 installment that was billed in July. And was that paid or was  
13 part of it paid?

14 A. It was. Part of that was paid with the payment on  
15 -- of course, we've got to go down a bit, but the second piece  
16 of the deposit was not paid until November 8.

17 Q. Okay. So even though a payment was made in  
18 September, that payment only went to existing service charges  
19 in arrears?

20 A. That's correct.

21 Q. And if there had been any left over, then part of  
22 that could have gone to deposit?

23 A. That's correct.

24 Q. But it didn't?

25 (Commissioner Coleman appeared, and Judge Graham

1 and Commissioner Coleman conferred off the record.)

2 JUDGE GRAHAM: Thank you, Ms. Giboney.

3 BY MS. GIBONEY:

4 Q. All right. So when the hundred dollar payment was  
5 made in September -- and we're again looking at AMK2 -- is it  
6 your testimony that no part of that was able to be applied to  
7 the deposit because first it had to be applied to service  
8 charges?

9 A. That is correct.

10 Q. That were already in arrears?

11 A. Yes.

12 Q. And that relates to the partial payment tariff  
13 that we looked at before that was Ameren Missouri Exhibit 6;  
14 correct?

15 A. Yes.

16 Q. All right. So let's look at Ameren Missouri  
17 Exhibit 6 for just a moment. And does it require that if a  
18 partial payment is made on a billing and there are -- there's  
19 a prior balance, that the company will credit the payment  
20 first to utility charges and then to a previous deposit  
21 amount?

22 A. Yes.

23 Q. And then after that to any current charges?

24 A. Yes.

25 Q. All right. So there's -- basically, there's a

1 specific order in which payments have to be applied?

2 A. Correct.

3 Q. And although Ms. Beatty was making payments, they  
4 hadn't yet caught up to the point where they would be fully  
5 applied to her deposit?

6 A. Yes.

7 Q. All right. So as of -- then there was another  
8 payment that was made on -- if I skipped it, I'm going to go  
9 back over it. On November 13, there was a \$70.95 payment.  
10 And was any of that able to be applied to the deposit  
11 installments?

12 A. What date were you at?

13 Q. I was looking at September 13.

14 A. Oh, September 13. Yes, correct. Oh, \$70.95.  
15 None of that payment was able to be applied to the deposit.

16 Q. Because it needed to go to service charges that  
17 were in arrears?

18 A. Correct.

19 Q. Okay. Then on November 7 there's an \$84.50  
20 payment, and then the next day, there's an \$111 payment?

21 A. Correct.

22 Q. Were those payments -- were any of those payments  
23 able to be applied to the deposits?

24 A. Yes. By the time the November 8 payment came, the  
25 arrears of the current charges of the actual service was

1 caught up, so we were able to apply \$23.54 of the \$111 payment  
2 to the outstanding deposit.

3 JUDGE GRAHAM: Ms. Giboney, what year are we in  
4 now?

5 MS. GIBONEY: We are in 2016, Judge.

6 JUDGE GRAHAM: Thank you.

7 BY MS. GIBONEY:

8 Q. All right. So did Ms. Beatty then receive a  
9 pledge, another energy assistance pledge, of \$251 on her  
10 account?

11 A. Yes.

12 Q. All right. And if we look at the contacts -- I  
13 apologize for flipping back and forth.

14 JUDGE GRAHAM: And we're in Exhibit what now?

15 MS. GIBONEY: We're at AMK3.

16 JUDGE GRAHAM: I'm sorry. What Exhibit? 1P or  
17 1C?

18 MS. GIBONEY: It would be 1C, attachment AMK 3.

19 JUDGE GRAHAM: Thank you.

20 BY MS. GIBONEY:

21 Q. All right. Now, on November 16th of 2016 -- would  
22 that be on page -- will you help me?

23 A. Page 8.

24 Q. On page 8 of those contacts, does it show that an  
25 energy assistance pledge was received on Ms. Beatty's account?

1 A. Yes, it does.

2 Q. Okay. Now that's just a pledge. It's a promise  
3 to pay?

4 A. Correct.

5 Q. Did just that pledge cause the entire rest of her  
6 deposit that had not yet been paid, did it cause that to be  
7 canceled?

8 A. It did.

9 Q. So at that point is the company just going to hold  
10 what it has received in a deposit and not continue to bill her  
11 for the remaining deposit?

12 A. That is correct.

13 Q. All right. So what was the total that was being  
14 held as a deposit?

15 A. So as of November 16, the total amount we were  
16 holding for a deposit was \$62.87.

17 Q. Okay. And that deposit -- that deposit would be  
18 held until when? At what point is the deposit able to be  
19 credited or refunded to a customer?

20 A. Well, there was several different options that I  
21 would reference, but generally speaking, after 12 months of on  
22 time payments, as long as the account is still active, we will  
23 refund the deposit plus any interest that has not yet already  
24 been refunded.

25 Q. Okay. Or credit it to an amount that's

1 outstanding?

2 A. Correct.

3 Q. Okay. So -- and also is the company obliged to  
4 pay some interest on a deposit that it's holding?

5 A. Yes.

6 Q. All right. Then if we fast-forward quite a few  
7 months, it looks like the \$251 pledge was actually received on  
8 December 2nd of 2016; is that correct?

9 A. Yes.

10 Q. So the pledge --

11 A. Yes.

12 Q. And that caused Ms. Beatty to carry a credit on  
13 her account for quite a while, didn't it?

14 A. Yes, it did.

15 Q. Okay. And then can you point us to where the  
16 deposit that was being held and interest was paid again on the  
17 deposit sometime around -- let's see -- December 6th of 2017;  
18 is that correct? So another year later?

19 A. December 6 --

20 Q. Of 2017?

21 A. Just a second while I verify this. Correct.  
22 December 6th of 2017, as I can reference on the account  
23 activity statement, the deposit interest of \$3.44 was refunded  
24 or credited to the account.

25 Q. Okay. And then again on December 1st of 2017



1 there was, looks like, another energy assistance payment of  
2 \$251?

3 A. That is when it posted to the account, yes.

4 Q. And then that caused Ms. Beatty's account to carry  
5 a credit for it looks like about six months; is that correct?

6 A. Correct.

7 Q. All right. Then after that period from when the  
8 deposit is first being held and through this period where she  
9 carried some credit balances, eventually under the company's  
10 deposit tariff, was she eligible to have that deposit credited  
11 to her account?

12 A. Yes.

13 Q. And did that occur on -- beginning in June of  
14 2018, of this year?

15 A. Yes.

16 Q. Or I'm sorry. Gosh, I guess we're in 2019 now.

17 A. It is, of '18.

18 Q. Okay. In June of 2018?

19 A. Yes, June 7 of '18.

20 Q. And we'll see that if we're looking at page 3 of 3  
21 of AMK4 and we're looking under June 7, 2018, do we see a  
22 deposit that shows up in the payment column for 64.49?

23 A. Yes.

24 Q. And when that was applied against her bill, she  
25 continued to have a credit for one more month?

1 A. Yes.

2 Q. All right. Ms. Krcmar, is it your testimony that  
3 Ms. Beatty -- that the company has applied the entire deposit  
4 that was held for a period of time and eligible to be refunded  
5 or credited, is it your testimony that the company applied  
6 that entire deposit to charges for Ms. Beatty's account?

7 A. Yes.

8 Q. So did she receive all the credit to which she was  
9 entitled to regarding that deposit?

10 A. Yes.

11 MS. GIBONEY: All right. I have no further  
12 questions for this witness.

13 JUDGE GRAHAM: Ms. Beatty, you're going to have  
14 some questions of this witness, I assume?

15 MS. BEATTY: Uh-huh.

16 JUDGE GRAHAM: All right. Could you tell us about  
17 how long you think you might go? I'm looking at maybe taking  
18 a lunch break here.

19 MS. BEATTY: I would just like to back them up on  
20 their math.

21 JUDGE GRAHAM: So you're going to go through her  
22 testimony in some detail, you think?

23 MS. BEATTY: Yeah.

24 JUDGE GRAHAM: Staff, will you have questions for  
25 this witness?

1 MS. ASLIN: We will not.

2 JUDGE GRAHAM: Okay. Well, Commissioner Coleman  
3 may have some, and I know I will have some. Why don't we take  
4 a lunch break.

5 MS. BEATTY: I would --

6 JUDGE GRAHAM: I'm sorry?

7 MS. BEATTY: I would like to correct them on their  
8 math, and then if we could, then I'll be finished with it  
9 because -- and then I have my evidence here to back my words  
10 up because what they presented is incorrect.

11 JUDGE GRAHAM: Okay. So you'll have what we call  
12 rebuttal testimony this afternoon. I think it's safe to say  
13 that we are probably going to have at least another hour and  
14 maybe more this afternoon, so why don't we take a lunch break  
15 and be back here at 1:10. Can we do that? Is that okay,  
16 Commissioner Coleman?

17 COMMISSIONER COLEMAN: It's fine with me. She was  
18 saying something.

19 JUDGE GRAHAM: Yes, ma'am. I'm sorry I stepped on  
20 you.

21 MS. BEATTY: Actually, trying to go ahead and end  
22 it.

23 COMMISSIONER COLEMAN: That was fine with me.

24 MS. BEATTY: I was wanting to correct them on  
25 their math really quick, and I think this will kind of end

1 this, end it and we won't have to come back.

2 JUDGE GRAHAM: Okay. Well, one person doesn't  
3 want to have lunch. Does anyone else -- shall we proceed?

4 The court reporter's kind of important in these  
5 proceedings. How are you doing down there, Stephanie?

6 THE REPORTER: Well, if we could take a short  
7 break.

8 JUDGE GRAHAM: You want to take a short break  
9 right now? Why don't we take ten minutes. Then we'll go on;  
10 okay?

11 (A recess was taken.)

12 JUDGE GRAHAM: All right. Ms. Giboney, had you  
13 completed your direct examination of the witness?

14 MS. GIBONEY: Yes, Judge.

15 JUDGE GRAHAM: Ms. Beatty, I think you've  
16 indicated you've got some questions for this witness.

17 MS. BEATTY: Yes.

18 JUDGE GRAHAM: And remember, Ms. Beatty, I'm going  
19 to allow you to take the witness stand again later to testify  
20 under oath, and I believe you've indicated you have some  
21 points of dispute where you disagree with what the witness  
22 said --

23 MS. BEATTY: Uh-huh.

24 JUDGE GRAHAM: -- and later when you take the  
25 witness stand in rebuttal would be the best time to do that.

1 What I'd ask you to do, please, here is to simply ask the  
2 witness questions that you believe need to be asked for us to  
3 consider; okay?

4 MS. BEATTY: Well, why do I --

5 JUDGE GRAHAM: Speak up, please.

6 MS. BEATTY: Why do I need to get back on the  
7 testimony stand?

8 JUDGE GRAHAM: Well, because that's what we're  
9 going to do here.

10 MS. BEATTY: After I get done --

11 JUDGE GRAHAM: If you've got further evidence,  
12 you'll need to get back on the witness stand.

13 MS. BEATTY: After I get done with her, it will be  
14 finished. Trust me. I don't think I need to get back on  
15 there.

16 JUDGE GRAHAM: I'm sorry?

17 MS. BEATTY: May I proceed?

18 JUDGE GRAHAM: Please.

19 CROSS-EXAMINATION BY MS. BEATTY:

20 Q. I would like to question about the account for  
21 Kate Meadows and the amount of \$186. That was the amount that  
22 was owed on that account, and I quote energy assistance paid  
23 \$251. So now you do the math on that and what would that  
24 leave that account? And when I -- and when that was paid, I  
25 closed my account and left, so how could it accumulate up to

1 \$500 --

2 A. I'd like to --

3 Q. -- on a closed account?

4 A. Yes, Ms. Beatty. Thank you so much for the  
5 question. I would like to refer you to the account activity  
6 statement.

7 Q. Your statements is incorrect.

8 A. Well, then I will go ahead and quote the amounts  
9 to you. You know, I thought you might want to follow along,  
10 but I can totally just -- I can just read it off to you if you  
11 don't mind.

12 Q. I know what you've read off is incorrect.

13 JUDGE GRAHAM: Could you refer us to a page in the  
14 exhibit?

15 THE WITNESS: I sure can. Yes, Judge. I am  
16 looking at from our 1C exhibit --

17 MS. BEATTY: Well, you do the math on that.

18 THE WITNESS: -- Attachment AMK2, and I am going  
19 to look at page 2 of that Ameren account activity statement to  
20 answer Ms. Beatty's question.

21 JUDGE GRAHAM: Okay. Go ahead.

22 THE WITNESS: So at the time the agency that you  
23 were working with made an inquiry on your account, your  
24 account balance was \$182.48, just like you explained. That  
25 balance, however, when they made that inquiry, that balance

1 only carried you through September 24th of 2013.

2 So as of September 24, your balance was 182.48.  
3 That's when they made that pledge for \$251. So you're exactly  
4 correct. At the time that -- you know, as of September 24,  
5 182.48 was your balance and 251 would have definitely covered  
6 that at that point.

7 But then, of course, your account still bills, so  
8 every 30 days approximately, you receive another bill for  
9 service used, so your next bill came out on October 23, and at  
10 that point, your balance was \$231.

11 So technically, if you're still thinking about the  
12 \$251 pledge, that still kind of covers that minus about \$20;  
13 correct? And I -- if we have to do specific math, I have to  
14 get my calculator out, just to let you know.

15 But then you received another bill. On November  
16 22, you received another bill for service of \$75.78. That  
17 took you through November 22, so at that point, your total  
18 balance was \$306.88.

19 Now, we received the pledged payment -- when the  
20 agency calls us and makes a pledge on the account, they're  
21 basically just promising that they're going to make that  
22 payment in the form of a check, but it may not come for a  
23 little bit.

24 So we actually didn't receive the check payment  
25 from the agency until November 29 for \$251, but as of November

1 29, once we received that \$251 payment, your balance had  
2 accumulated to \$306.

3 BY MS. BEATTY:

4 Q. No, that's incorrect. My bill was only 186.

5 A. It was 182.48 as of September 24.

6 Q. And I left because I moved.

7 A. Uh-huh.

8 Q. And I closed my account.

9 A. And we closed your account as of the date you  
10 called on March 12th of 2014 is when we closed your account on  
11 Kate Meadows.

12 Q. And it wasn't at the amount of \$300 or higher  
13 then. It wasn't.

14 A. And I understand that you don't believe that to be  
15 true.

16 Q. I know it. In math terms, I know it's not true.

17 A. Right, but I've kind of explained it. If you look  
18 at the activity statement, the 182.48 that you believe your  
19 balance to be was your balance as of September 24, but your  
20 account did not close then until March 12 of the next year, so  
21 that total, 545.97, is basically everything that is  
22 accumulated from the time we received the pledge payment until  
23 your account closed out on September -- I'm sorry. March 12.

24 Q. It wasn't that high because my usage wasn't that  
25 high, so I know that's incorrect. And when I left --



1 JUDGE GRAHAM: Ms. Beatty, do you have more  
2 questions for the witness?

3 MS. BEATTY: Well, as far as math terms, and I  
4 would also would like to ask about the -- when my power was  
5 shut off, they shut my power off in was it June? May is when  
6 I found out about that bill, and was it June? My services was  
7 off not for seven days, but for a whole month I had no  
8 services. And the heat index was 80 and 90, probably a  
9 hundred degrees at that particular time, and as requested,  
10 you-all asked for something showing, stating that I was  
11 disabled, so that's why I sent something from the Social  
12 Security office.

13 JUDGE GRAHAM: Ms. Beatty, do you have a question  
14 for the witness?

15 MS. BEATTY: Excuse me?

16 JUDGE GRAHAM: Do you have a question for the  
17 witness?

18 MS. BEATTY: That is it. As far as the math terms  
19 and deposit, you all said you put the deposit on my account  
20 because the account wasn't paid. I paid my account in full,  
21 and y'all shouldn't have put a deposit on my account.

22 JUDGE GRAHAM: May I ask the witness a question at  
23 this point?

24 MS. BEATTY: Sure. I have mine.

25 ////

1 EXAMINATION BY JUDGE GRAHAM:

2 Q. Aubrey, when the account is closed by someone,  
3 does that mean the account is zeroed out?

4 A. No, Judge.

5 Q. Okay.

6 MS. BEATTY: It shouldn't anything occur to it.

7 JUDGE GRAHAM: All right.

8 MS. BEATTY: If you've got a small bill, shouldn't  
9 anything else keep coming toward it.

10 BY JUDGE GRAHAM:

11 Q. So when an account is closed out by your policy  
12 and the tariffs, are you allowed to continue to charge accrued  
13 charges on that account that might be due on the day that you  
14 receive a communication from the customer that she wishes to  
15 terminate or cancel or close out the account?

16 A. We do not bill for anything additional after the  
17 customer requests to close out their account.

18 Q. Anything additional, you mean, in the way of  
19 services provided to the customer after the notice from the  
20 customer that she wishes to close the account?

21 A. Correct.

22 JUDGE GRAHAM: I don't know if I helped you with  
23 that question or not. Do you have further questions for the  
24 witness?

25 MS. BEATTY: Yes.

1 FURTHER CROSS-EXAMINATION BY MS. BEATTY:

2 Q. On the billing statement and deposit, they were  
3 saying a deposit, a deposit applied. You mistakenly applied a  
4 deposit to my account. My account was paid off. I paid my  
5 account off in full, and y'all stuck a deposit on it and you  
6 kept charging me \$600 plus the deposit amount and, yeah, I  
7 called about it and y'all wouldn't stop and kept charging me  
8 about it and just kept doing it up until this year of '19.

9 So a deposit lasts that long when you shouldn't  
10 have one on there because my account was paid in full. I paid  
11 my account off in full. Each month I would pay my account off  
12 in full, so when y'all -- I have questions about your numbers  
13 there. They're not adding up because they're adding up wrong  
14 because you charged me too much because I paid my account off  
15 and y'all just put a deposit on my account and kept charging  
16 me and then kept charging me big amounts of money every month  
17 plus a deposit and you wouldn't quit until I contacted you.  
18 Why?

19 A. What is your specific question, Ms. Beatty?

20 Q. On the deposit.

21 A. So why did we charge you the deposit?

22 Q. When my account was paid off, that five, six  
23 hundred and some dollars, I paid that off in full.

24 JUDGE GRAHAM: Do you have a question?

25 MS. BEATTY: Yeah. That is the question: Why?

1 BY MS. BEATTY:

2 Q. Why they put a -- why if the account is paid in  
3 full, why would you put a deposit on it?

4 A. And we would not if you had paid the balance in  
5 full, but your final balance from Kate Meadows was \$545.97,  
6 and it was due March 27th of 2014.

7 Q. That was paid.

8 A. We never received payment for that.

9 JUDGE GRAHAM: Now, Ms. Beatty --

10 MS. BEATTY: All right.

11 JUDGE GRAHAM: -- you can testify, but now we're  
12 -- I just wish you would just ask the witness questions.

13 MS. BEATTY: Okay. I understand, Judge. It's  
14 hard, but I'm going to try to get through this day.

15 JUDGE GRAHAM: Do you have any more questions of  
16 this witness?

17 MS. BEATTY: That was my questions on their math  
18 and deposits. The math amount was wrong, and the deposit  
19 amount was wrong.

20 JUDGE GRAHAM: Okay. Do you have any further  
21 questions?

22 MS. BEATTY: So that was in the questions that I  
23 asked, so as I said, I could correct you on that because you  
24 still charged me too much and this is why we're here now.

25 JUDGE GRAHAM: Does Staff have any questions?

1 MS. ASLIN: No questions.

2 JUDGE GRAHAM: Commissioner, do you have any  
3 questions?

4 COMMISSIONER COLEMAN: I do have a question.

5 EXAMINATION BY COMMISSIONER COLEMAN:

6 Q. I'm sure I can get this information once I read  
7 everything, and I will read the testimony and review  
8 everything, but just so I can play catchup real quickly in my  
9 mind, Ms. Beatty is saying that the account was closed in  
10 March of twenty -- I want to make sure I get straight. Who's  
11 saying it was closed in March of 2018? Because if I believe  
12 what Ms. Beatty said, she moved out and closed the account.  
13 But did I hear you say that the account wasn't closed until  
14 much later?

15 A. When we're talking about the Cape Girardeau  
16 account?

17 Q. The Cape Girardeau.

18 A. Yes, Commissioner. We received a request from Ms.  
19 Beatty to close out that account. The pledge she's referring  
20 to she received in November of 2016.

21 Q. Yes.

22 A. We didn't receive -- nope, 2013. I'm on the wrong  
23 year. 2013. And we did not receive a request from Ms. Beatty  
24 to close the account until March 12th of 2014.

25 MS. BEATTY: March?

1 BY COMMISSIONER COLEMAN:

2 Q. And so during that time frame, there was power  
3 being used?

4 A. That is correct, Commissioner.

5 MS. BEATTY: How? There wasn't anyone living in  
6 the unit.

7 BY COMMISSIONER COLEMAN:

8 Q. So is there a basic, flat rate for any reason  
9 that's charged any -- every month until an account is closed?  
10 Is there like a usage -- not a usage charge, but just an  
11 access charge or anything? A flat amount that's automatically  
12 charged each month until -- whether a person is there or not  
13 until the account is closed?

14 A. Yes, there is. That's our customer charge that we  
15 bill each month.

16 Q. I was looking for that name.

17 A. Yes, that is correct.

18 Q. And what is that amount in this case?

19 A. I'd have to look specifically because I can't  
20 remember when it changed. It used to be \$9 and some change  
21 and now it's approximately \$11 and some change per month for  
22 the customer charge only, and that would be if there was zero  
23 kilowatt hours of usage being used.

24 We do have on our activity statement, though,  
25 Commissioner, on the activity statement that was attached to

1 the Staff report, it does clearly show the usage that  
2 accumulated from at the end of the time frame of the Kate  
3 Meadows account.

4 And so, for example, in December of 2013, there  
5 was over \$141 of electricity used, 1,669 kilowatt hours. In  
6 January of 2014, the usage was over \$160. That usage does not  
7 indicate that the unit was vacant.

8 COMMISSIONER COLEMAN: Okay. Thank you. Thank  
9 you, Judge.

10 JUDGE GRAHAM: Thank you.

11 MS. BEATTY: I left in March, and I closed my  
12 account.

13 JUDGE GRAHAM: Ms. Beatty, I'm going to ask the  
14 witness some questions now.

15 MS. BEATTY: Sure, sure.

16 EXAMINATION BY JUDGE GRAHAM:

17 Q. Ma'am, I'd like you to turn to page 19 -- and I  
18 think you were on that page before -- of your attachment to  
19 Exhibit 1C. And which attachment is it? Looks like it's  
20 AMK3.

21 A. Yes, Judge.

22 Q. AMK3, page 19. At the top.

23 A. Yes.

24 Q. And I think we've had some testimony on this, but  
25 help me with this. I'm going to read it out and ask you to

1 tell me what this actually says.

2 Jill Covington calling. And what do the  
3 abbreviations then stand for?

4 A. I can read it out for you if you'd like, Judge.

5 Q. Would you, please?

6 A. Yes. "Advised Ms. Covington the deposit was  
7 applied due to the prior balance from Account Number" -- and  
8 that account number would correlate with the Kate Meadows  
9 account. "Confirmed previous account was final billed as of  
10 the day she called to close the account. Advised the pledge  
11 was received for \$251 on November 29th of 2013. Ms. Covington  
12 states another pledge was made in 2014 and she was advised by  
13 the previous representative that we did receive and we need to  
14 stop cheating." And I do want to let you know that we also  
15 have a copy of this call if we wanted to listen to that.

16 Q. Okay. Well, you did hear Ms. Beatty testify on  
17 direct examination that she thought that she had received  
18 another pledge and that the company, Ameren, stated that it  
19 had not received that pledge. Do you remember her testimony  
20 to that effect?

21 A. Yes, Judge.

22 MS. BEATTY: This is --

23 BY JUDGE GRAHAM:

24 Q. And I'm not going to ask you to speculate or  
25 interpret necessarily what you just read out here, but this --



1 does -- what you've read out here does verify, does it not,  
2 that she challenged the company at least as far back as this  
3 entry, which would you agree is June -- or I'm sorry. May the  
4 27th, 2016. Is that when the entry was made that you just  
5 read?

6 A. Yes.

7 Q. And you would agree that she challenged the  
8 company, not for the first time today, but as far back as May  
9 the 27th of two thousand and whatever that date was -- 2016 --  
10 asserting that this pledge had been made.

11 A. Yes.

12 Q. She stated that, didn't she? Now I haven't got my  
13 finger on the other instances, but as I go through this log --  
14 would you call this a log?

15 A. Yes, a contact log.

16 Q. Okay. As I go through this log in her account, I  
17 do see from time to time what appear to me to be records and  
18 I'm going to ask you to confirm this. Records of contacts  
19 between the company, between Ameren on the one hand, and one  
20 or more of these agencies. For example, I think, the  
21 Methodist church or some kind of Methodist Conference is  
22 called out in here. Third parties who are communicating with  
23 the company about these kinds of contributions.

24 Is it the practice -- here's my question now. Is  
25 it Ameren's practice or does that customarily happen in

1 Ameren's business where third parties are stepping forward and  
2 communicating with the company about making contributions or  
3 pledges to their account?

4 A. Yes.

5 Q. All right. Now, does the company have a policy in  
6 any respect with following up with communications with these  
7 kinds of entities or persons who are offering assistance?

8 A. Generally, no, sir.

9 Q. Okay. Well, my question wasn't clear, and I think  
10 I saw that register on your face. Is it the case, however,  
11 that this lady did receive a pledge just prior to November 29  
12 of 2013 that was indeed in the amount of \$251; is that right?

13 A. Yes.

14 Q. Paid over to the company?

15 A. Yes.

16 Q. Okay. And we've agreed here that she indicated  
17 that she had received a second pledge from the same entity for  
18 2014. Is that what you understand is being referred to on  
19 page 19 of this exhibit?

20 A. Yes.

21 Q. Okay. Now, my question is, is there any record  
22 here that I could look at or the Commission could look at that  
23 tells us that the company followed up with her assertion here  
24 that this pledge had been made? Did the company contact this  
25 agency and say, "Did you make a pledge?" or try to clear this

1 up in any regard?

2 A. We did not, Judge, but I would like to also point  
3 out just so it's clear through the contacts, on page 18 --

4 Q. Uh-huh.

5 A. -- on the contacts, it's around the same time, on  
6 the same date of May 27th of 2016, there's another contact and  
7 it starts out with the word c-o-n-t, and that means  
8 continuation. So we had a lot of -- the adviser, Tracy Pea  
9 who spoke with Ms. Beatty, had a lot of information to capture  
10 from her one call, so she actually had to make one record and  
11 then start over. There's only so many characters allowed and  
12 make another record.

13 So on this same call, we also tried to explain to  
14 the customer several times that we had no record of the pledge  
15 and that she would need to contact the agency. "Customer  
16 would never let me explain anything to her and she ended up  
17 hanging up."

18 But I do just want to make a note that it is our  
19 practice that if a customer calls and states that they believe  
20 they received an energy assistance pledge, if we look through  
21 all of our company documentation and cannot find a record of  
22 it, it is the customer's responsibility then to follow up with  
23 the agency to see if they will contact us again.

24 Q. Now, did you testify on your direct examination  
25 here today that on more than one occasion Ms. Beatty had

1 endeavored to explain to the company that she was disabled or  
2 did you testify to that effect?

3 A. I don't believe I testified to that, Judge.

4 Q. Do your records reflect that?

5 A. Yes.

6 Q. That she had made that assertion?

7 A. Yes.

8 Q. And you or she, one of you -- I can't recall --  
9 testified that -- and I'm asking for your affirmation here on  
10 something -- that such a statement to the company does trigger  
11 some options for disabled folks. Is that a fair statement?  
12 Some options in getting their bill paid?

13 A. Yes.

14 Q. All right. So when a person, a hypothetical  
15 person we'll say, makes a record with the company that person  
16 may be disabled and asserts that she believed that a  
17 contribution had been made -- and I'm referring you back to  
18 page 19 of this exhibit -- is it nevertheless the company's  
19 policy to place the responsibility upon a customer to contact  
20 an agency where that agency has already had direct  
21 communication with the company about this particular customer?

22 A. Yes, sir, we would expect the customer to reach  
23 out to the agency. It's not -- we would not reach out to the  
24 agency in a situation like this.

25 Q. Regardless of the fact that this particular

1 customer had indicated to you that she was disabled?

2 A. That is correct.

3 Q. And is it the position of the company today that  
4 practice is in conformity with its billing tariffs and the  
5 responsibilities that are laid upon the company with respect  
6 to billing?

7 A. To the best of my knowledge right now, yes, sir,  
8 Judge, without reviewing the tariffs.

9 Q. Now going at this the other direction, is there  
10 anything in this record that I'm overlooking as I go backwards  
11 from page 19, or forwards for that matter, that indicates that  
12 Ms. Beatty ever got back in touch with you or with the company  
13 and indicated that she had followed up and made contact with  
14 the agency? Are you aware of anything to that effect in the  
15 record?

16 A. No, Judge.

17 Q. I'm about done here, but I had just maybe -- and  
18 this is perhaps unfair to you. These kinds of customer --  
19 well, strike that. Is there a greater frequency that the  
20 company has noted, a greater frequency of billing disputes  
21 surrounding the application of energy assistance credits? Is  
22 this a problem that comes up more frequently with respect to  
23 energy assistance credits than with other situations?

24 A. Not that I'm aware of, Judge.

25 JUDGE GRAHAM: Okay. I think that's all of the

1 questions that I have.

2 COMMISSIONER COLEMAN: Judge?

3 JUDGE GRAHAM: Yes.

4 COMMISSIONER COLEMAN: I have a couple.

5 JUDGE GRAHAM: Go ahead, Commissioner.

6 FURTHER EXAMINATION BY COMMISSIONER COLEMAN:

7 Q. For clarification, when I look at this log and see  
8 that Mrs. Beatty is saying that -- well, let me get a  
9 clarification -- that when she moved from the Cape Girardeau  
10 address and expected that deposit to have been applied, that  
11 \$251 to that account, but moved to another location and got  
12 utilities service in her name and according to this that  
13 matched her Social Security Number, her -- when she called in  
14 March of 2018 to -- according to your records, to get the  
15 service disconnected, new service was going to another  
16 location. Does that deposit follow that new location that she  
17 goes to or is a new deposit requested?

18 A. And just to clarify, when she moved from Kate  
19 Meadows in Cape Girardeau, that account was closed out in  
20 March of 2014, and at that point there was -- we were not  
21 holding a deposit on that account. So we did not assess a  
22 deposit on her account until she reestablished new service  
23 on --

24 Q. Okay.

25 A. -- West Third.

1 Q. Okay. And so the number I see here from June of  
2 2016 shows a balance of \$636.58. That includes a deposit? Is  
3 that why there's a balance of that amount there?

4 A. Yes, that includes the \$545 that transferred from  
5 her previous account on Kate Meadows as well as the first of  
6 three deposit installments of \$39.33, because her actual  
7 electric service just for that approximately 20 days of  
8 billing was only \$58.21.

9 Q. During Mrs. Beatty's -- Ms. Beatty's service  
10 during the time in question, was she ever -- did she ever  
11 qualify for the Hot Weather Rule? Service was not  
12 disconnected as a result of the Hot Weather Rule?

13 A. It was actually kind of the opposite,  
14 Commissioner. One of the dates that she's referenced in her  
15 complaint was a disconnection that occurred -- disconnection  
16 for nonpayment that occurred on July 28th of 2016, and I was  
17 able to -- we were able to provide documentation that we did  
18 indeed on that date, July 28th of '16, checked the weather and  
19 determined the highs were only going to be in the upper 80s,  
20 so the hot weather rule obviously would not prevent us from  
21 disconnecting. So we did look into that for sure.

22 COMMISSIONER COLEMAN: Okay. I think that's the  
23 Exhibit 10 by any chance? All right. Let me review that real  
24 quickly.

25 Upper 80s on that day. I see those dates.

1 I think I have no more questions, Judge.

2 JUDGE GRAHAM: Thank you, Commissioner Coleman.

3 COMMISSIONER COLEMAN: Thank you.

4 JUDGE GRAHAM: I think we're around to asking  
5 Ms. Giboney if she has any redirect.

6 MS. GIBONEY: I do, Judge.

7 REDIRECT EXAMINATION BY MS. GIBONEY:

8 Q. Ms. Krcmar, energy assistance, to your  
9 understanding is that something someone is eligible for  
10 primarily due to a disability or due to their low income  
11 status?

12 A. From what my knowledge of it is most likely -- it  
13 could be probably a combination of both. I'm not an expert on  
14 it, but I do know that income requirements are certainly  
15 looked at.

16 Q. All right. And the company does not evaluate  
17 anyone's income or disability?

18 A. That is correct.

19 Q. Is that a job that is subcontracted out to the  
20 agencies that we've been referring to?

21 A. The energy assistance agencies? Yes, they would  
22 do that background information check.

23 Q. And it's not the company's decision whether or not  
24 someone qualifies for energy assistance?

25 A. That is correct.



1 Q. So but when a customer states that they're having  
2 difficulty paying a bill, how does the company -- what  
3 direction, you know, do they give them?

4 A. We always refer customers to energy assistance  
5 agencies. We have lists that, you know, we can just type in  
6 the ZIP code on the system and it will give all of the  
7 agencies in that customer's area that would be able to help  
8 them, too, but it is definitely on a delinquent call of any  
9 type one of our first goes-to if a customer states an  
10 inability to pay is to direct them towards energy assistance.

11 Q. And do Ms. Beatty's records indicate that she's  
12 aware of how to apply for and receive energy assistance?

13 A. Yes.

14 Q. All right. So there's a number of instances where  
15 she has received energy assistance, especially in the fall?

16 A. Yes.

17 Q. All right. When -- can you explain for the  
18 Commission what an inquiry is, when an energy assistance  
19 agency makes an inquiry about an account?

20 A. Yes. An inquiry would be maybe online made  
21 through our voice response unit by just calling in or actually  
22 speaking to an adviser. When a third-party energy assistance  
23 agency is able to verify the customer's information and they  
24 just want information on the account: what's the balance,  
25 what's the arrears, are they in threat of disconnection, what

1 is their last date to make a payment to avoid interruption --  
2 things like that.

3 So an inquiry is just when the agency's receiving  
4 information about the customer's account status, but they're  
5 not actually doing anything with that information at that  
6 point.

7 Q. And because the company is a home energy supplier  
8 through the State of Missouri, it's permitted to give  
9 information about a customer's account status to an energy  
10 assistance agency; correct?

11 A. Yes.

12 Q. And like you said, sometimes that's automatic  
13 through the voice response unit, but -- and sometimes it's  
14 through an online portal?

15 A. That's correct.

16 Q. And in those two situations, you have no --  
17 there's no live person at the company who's talking to any --  
18 to Glenda Gibson who was named in here as the agent?

19 A. That is correct.

20 Q. It's sort of a one-way communication?

21 A. Correct.

22 Q. And occasionally, though, someone calls in to get  
23 a little more specific information?

24 A. Yes.

25 Q. And if a call has been made or an inquiry has been

1 made, that's going to show up in these contacts; correct?

2 A. That is correct.

3 Q. All right. And when we look at the contacts for  
4 2014 for Kate Meadows, there is no inquiry from an energy  
5 assistance agency; is that correct?

6 A. That is correct.

7 Q. Let me ask your opinion. Let me ask you to make  
8 an inference. Would you infer from that that it's possible  
9 Ms. Beatty did not apply from January, February, March of 2014  
10 for assistance? Would that be why there's no inquiry from an  
11 agency?

12 A. I would make that inference, yes.

13 Q. Or possibly there were no funds available? We  
14 don't know?

15 A. Correct.

16 Q. But if we look at the contacts for 2014 for Kate  
17 Meadows, there's not even an inquiry, which would be the  
18 agency's first step in determining whether or not it would  
19 give funds?

20 A. That is correct.

21 Q. I wanted to follow up on a question that Ms.  
22 Beatty asked you, and I don't want to misstate your question,  
23 but I think I was hearing something different than what Ms.  
24 Krcmar was hearing.

25 Ms. Beatty stated -- and I'm paraphrasing -- I

1 don't know why you charged me a deposit when I had paid my  
2 bill in full. And what I heard you answer was, no, you had an  
3 outstanding bill from Kate Meadows and that's why we charged  
4 you a deposit. But what I heard Ms. Beatty asking was once I  
5 paid that past due bill in full through her August payments,  
6 why did you make me go ahead and pay the deposit.

7 MS. BEATTY: I was referring to --

8 BY MS. GIBONEY:

9 Q. That's what I thought I heard, so I just wanted to  
10 ask you if a customer has been assessed a deposit because they  
11 failed to pay an outstanding balance on another account within  
12 the past five years, if they're assessed a deposit, just  
13 because they pay off that outstanding balance, that doesn't  
14 mean that the company is going to cancel the deposit; is that  
15 correct?

16 A. That is correct.

17 Q. Because the deposit is sort of an insurance  
18 against failure to pay in the future. Is that a fair  
19 statement?

20 A. A security-type deposit, correct.

21 Q. A security deposit. And in this case, I think  
22 we've gone through and discussed the payment posting sequence,  
23 where if a payment is received, if there are outstanding  
24 current charges in -- if there are charges in arrears for  
25 current service, any payment that's received is going to go to

1 that before it's applied to the deposit that's already been  
2 charged; is that correct?

3 A. That is correct.

4 Q. Okay. But once payments are able to be applied  
5 towards the deposit, the company's going to hold that deposit  
6 until certain requirements are met; is that correct?

7 A. Yes, that's correct.

8 Q. And that's what happened in this case?

9 A. Yes.

10 Q. Okay. So -- all right. And I just wanted to make  
11 sure. We had a few dates floating around, so I just want to  
12 make sure that you didn't hear one thing and someone else said  
13 another. The outstanding balance for Kate Meadows, that went  
14 through March 12th of 2014; correct?

15 A. That is correct.

16 Q. And then Ms. Beatty didn't receive any service  
17 from the company until she asked for service again in May of  
18 2016 at the Third Street address; is that correct?

19 A. That is correct.

20 Q. And in the intervening period, the \$545.97 that  
21 had accrued that was unpaid at Kate Meadows, there were no  
22 payments made on that; right?

23 A. That is correct.

24 Q. So that was still an amount that was owed to the  
25 company for service that was provided for the last few months

1 at Kate Meadows; correct?

2 A. Yes.

3 Q. So the company transferred that balance to the new  
4 Third Street account two years later?

5 A. Yes.

6 Q. And that's why there's a large bill that first  
7 billing period at Third Street; correct?

8 A. That is correct.

9 MS. BEATTY: No, it ain't. No, it's not.

10 BY MS. GIBONEY:

11 Q. Does the company record incoming calls to its  
12 customer service department?

13 A. Yes, we do.

14 Q. And is the company able to -- as long as those  
15 accounts are kept is the company able to download those  
16 individual calls onto a compact disc?

17 A. Yes.

18 Q. All right. We've had some discussion here today,  
19 and I believe that Judge Graham and Commissioner Coleman have  
20 both asked you, about the May 27 call between Tracy Pea and  
21 Ms. Beatty; is that correct?

22 A. That is correct.

23 Q. And then we also heard some testimony about the  
24 July 28 call in the afternoon after service was disconnected;  
25 is that correct?

1 A. Yes.

2 Q. All right. Let me hand you what's been marked  
3 Ameren Missouri Exhibit 7C and 8C. And do you recognize that?

4 A. I do.

5 Q. All right. And is that a compact disc onto which  
6 those two recorded calls have been copied over?

7 A. Yes.

8 Q. All right. Do you think it would be helpful --  
9 maybe not while we're sitting here. I know they're kind of  
10 lengthy. Do you think it would be helpful for the Commission  
11 to listen to those calls?

12 A. I do.

13 MS. GIBONEY: Judge, I would ask that Exhibit 8C  
14 and 7C be admitted into the evidence.

15 JUDGE GRAHAM: What calls are we talking about  
16 now?

17 MS. GIBONEY: This is the May 27 call.

18 JUDGE GRAHAM: Of what year?

19 MS. GIBONEY: And if you look at AMK3 -- and give  
20 me a second. I'll point you to the page.

21 THE WITNESS: Page 18.

22 MS. GIBONEY: So if you look at pages 18 and 19 of  
23 AMK3, the first call would be the call between Tracy Pea and  
24 Ms. Beatty.

25 And the second call, if you flip forward to page

1 17, would be the call on July 28.

2 JUDGE GRAHAM: Of '16?

3 MS. GIBONEY: Of '16 after Ms. Beatty's service  
4 had been disconnected that morning and when she called in and  
5 discussed her health problems and, as Ms. Krcmar testified,  
6 that was when the adviser explained to her what documentation  
7 she could submit if she wanted a -- help me.

8 THE WITNESS: Medical hardship extension.

9 MS. GIBONEY: -- a medical hardship extension to  
10 get her service turned back on temporarily.

11 JUDGE GRAHAM: So what are the ranges of the  
12 dates? Which is the first and which will be the last date  
13 that we listen to on there?

14 MS. GIBONEY: These are just the two calls: the  
15 May 27, 2016, and July 28, 2016.

16 JUDGE GRAHAM: Are there any other calls recorded  
17 on there?

18 MS. GIBONEY: There are no other calls downloaded  
19 to this --

20 JUDGE GRAHAM: CD?

21 MS. GIBONEY: -- CD, that's correct.

22 JUDGE GRAHAM: But all the other conversations are  
23 available if the Commission should want to listen to them?

24 MS. GIBONEY: Well, Ms. Krcmar could tell you. I  
25 don't know that every single one is still available. These



1 were -- I don't mean to testify, but these are ones that we  
2 have kept since a prior complaint was filed. I don't know how  
3 many would be available.

4 JUDGE GRAHAM: Ms. Beatty, do you have an  
5 objection to the introduction of the actual -- recordings of  
6 actual telephone conversations?

7 MS. BEATTY: No.

8 JUDGE GRAHAM: No, no objection? Staff --

9 MS. BEATTY: Yeah.

10 JUDGE GRAHAM: I'm sorry?

11 MS. BEATTY: Yeah, I object to have them listened  
12 to. I really don't care.

13 JUDGE GRAHAM: Any objections from Staff?

14 MS. ASLIN: No objection, Judge.

15 JUDGE GRAHAM: Okay. The objections will be  
16 overruled. And what exhibit number are we calling this?

17 MS. GIBONEY: It's one disc, and I've labeled it  
18 7C and 8C, just because there's two calls on it.

19 JUDGE GRAHAM: Okay. So the company's Exhibit  
20 7 --

21 MS. GIBONEY: -- C.

22 JUDGE GRAHAM: And?

23 MS. GIBONEY: 8C.

24 JUDGE GRAHAM: -- 8C are accepted into evidence.  
25 For clarification, Ms. Giboney, what is the date of each one

1 of those exhibits or is that possible for you to tell me? The  
2 date of the conversation.

3 MS. GIBONEY: The first one is May 27, 2016.

4 JUDGE GRAHAM: Which number?

5 MS. GIBONEY: That would be 7C.

6 JUDGE GRAHAM: Okay.

7 MS. GIBONEY: And the second is July 28, 2016, and  
8 that's 8C.

9 JUDGE GRAHAM: Okay. As described, those exhibits  
10 will be received into evidence.

11 MS. GIBONEY: I don't know what your preference  
12 is. In prior cases where we've used recorded calls, the court  
13 reporter has not transcribed them and we have not listened to  
14 them all on the record, but that's -- it definitely would have  
15 confidential information, so we wouldn't want to do it  
16 Webcast, but --

17 JUDGE GRAHAM: Well, let's do it this way. I'm  
18 going to be issuing some orders after this hearing's over  
19 concerning briefing schedule and perhaps some other matters,  
20 and why don't you at the same time, all the parties at the  
21 same time, reflect on how they would like the Commission to  
22 handle anything that's confidential on those CDs and make  
23 suggestions in your briefs to me or to the Commission as to  
24 how we'll handle that because I'm not prepared yet to make any  
25 kind of a ruling or even an observation about the confidential

1 nature of information we don't have in front of us in any way,  
2 shape, or form.

3 MS. GIBONEY: I guess I'm just offering you the  
4 option of listening in camera or letting the parties listen at  
5 their convenience because I have a copy for everyone.

6 JUDGE GRAHAM: Well, the Commissioner's expressed  
7 her preference, I think, to listen to them in your own privacy  
8 in your own chambers, and that I expect will be the way we go,  
9 but everyone should make a suggestion in that regard. There's  
10 not going to be an instance where we go out here and play them  
11 on the record. I can tell you that.

12 MS. GIBONEY: Right. Understood.

13 JUDGE GRAHAM: Okay. So those are received. Are  
14 you -- okay. Yeah, These or they -- why don't we -- we're  
15 going to be giving those to the court reporter. We're going  
16 to put those in the same place as --

17 MS. GIBONEY: She has one.

18 COMMISSIONER COLEMAN: She's given her.

19 JUDGE GRAHAM: Okay. Good.

20 MS. GIBONEY: And I have nothing further, Judge.

21 JUDGE GRAHAM: All right. Well, Ms. Beatty, did  
22 you have any further examination of this witness? Just  
23 questions, please.

24 MS. BEATTY: Well, I've asked her as far as the  
25 amounts and as far as the apartment, living in the apartment,

1 I had moved away. How would y'all charge somebody when no  
2 one's living in an apartment? And, yeah, I called maybe in  
3 March, but no one lived in that apartment in February up to  
4 March, so how could a bill be 300, 500-and-some dollars, when  
5 knowing that apartment was vacant? So how could they keep  
6 charging someone a big whopping \$160 a month and no one's in  
7 the unit? That's what I'm thinking.

8 And to say that you-all never received the energy  
9 assistance, that's what started this mess, saying you never  
10 received it, and when you know you received it because the  
11 receipt has the date that you-all received it, that they  
12 pledged it and the day that y'all received it and you said you  
13 never received it and math term versus what y'all got on  
14 there, that's wrong. I mean, 180-some dollars, and then it  
15 adds up to be 500, 600-and-some dollars on a closed account?

16 Duh. Common sense tell you something's wrong with  
17 that.

18 JUDGE GRAHAM: Staff have any further questions  
19 for this witness?

20 MS. BEATTY: And they keep adding a deposit.

21 MS. ASLIN: No questions.

22 MS. BEATTY: And keep charging it over and over a  
23 deposit and big whops each month and I'm paying, but y'all  
24 saying I didn't pay. Where did my money go? And I kept  
25 receiving big bills. Why were y'all charging me like that?

1 Y'all need to redo your math or go back to school and learn  
2 y'all math because this versus y'all little notes --

3 JUDGE GRAHAM: Okay. Ms. Giboney [sic], I'm going  
4 to have you take the witness stand again in a minute, but does  
5 Staff have any further questions for this witness?

6 MS. ASLIN: No questions, Judge.

7 MS. BEATTY: Y'all stealing from me.

8 JUDGE GRAHAM: I do. I have some questions.

9 THE WITNESS: That's unfair.

10 JUDGE GRAHAM: Ms. Giboney, I've got some  
11 questions for this witness. May I? I mean Ms. Beatty.

12 FURTHER EXAMINATION BY JUDGE GRAHAM:

13 Q. I want to make sure I heard something right in a  
14 question that was asked to you by Ms. Giboney. Certain  
15 functions are subcontracted out with respect to billing by the  
16 company to third parties?

17 A. The way I understood that question, Judge, is she  
18 was talking about receiving energy assistance.

19 Q. That's the way I understood the question, too. So  
20 the company, Ameren, subcontracts to third parties to perform  
21 some kind of service or duty or some function with respect to  
22 energy assistance for Ameren's customers?

23 A. No, sir.

24 Q. So --

25 MS. GIBONEY: Judge, could I ask a clarifying

1 question?

2 JUDGE GRAHAM: Please. We'll call it voir dire.  
3 VOIR DIRE EXAMINATION BY MS. GIBONEY:

4 Q. Does the State of Missouri subcontract out the  
5 distribution of energy assistance funds to 22 or 23 different  
6 energy assistance agencies throughout the state?

7 A. Yes.

8 Q. So they are subcontractors of the State of  
9 Missouri?

10 A. Correct, not for Ameren Missouri.

11 Q. And Ameren Missouri with respect to the State of  
12 Missouri is considered a home energy supplier who is eligible  
13 to receive energy assistance funds towards qualifying  
14 recipients' bills?

15 A. Correct.

16 MS. GIBONEY: I hope that clarified.

17 FURTHER EXAMINATION BY JUDGE GRAHAM:

18 Q. Well, that helps. That goes a long way, but do  
19 you -- does the company -- when you say you need to contact  
20 them -- and that's what the company did here; correct?  
21 Somebody at the company told Ms. Beatty to -- that she needed  
22 to make this contact; is that right?

23 A. That was correct. In a situation where a customer  
24 calls and says I've talked with an agency and they told me  
25 they were going to make a pledge on my account, if once we

1 look through all of our company information and determine that  
2 a pledge has been received from the energy assistance agency,  
3 then we do refer the customer, since they're the client of the  
4 agency, that they should go back to the agency then to clear  
5 up any confusion as to why the agency didn't make a pledge for  
6 their account.

7 Q. Does the company -- I mean, does Ameren provide  
8 the customer at that point with contact information?

9 A. Yes.

10 Q. Looking at the notes -- looking at the notes, do  
11 the notes reflect that that was done, that the contact  
12 information was provided to Ms. Beatty on page 19 of the  
13 exhibit that we're looking at? I believe the conversation  
14 occurred in May of 2016. Does that record reflect that  
15 contact information was given to her at the time that the  
16 record seems to reflect that she was told to contact this  
17 agency?

18 MS. BEATTY: And I did. That's what I did.

19 THE WITNESS: That's -- specifically on May 27,  
20 the contact does not specifically indicate that we gave her  
21 the telephone number, but that doesn't mean -- obviously, our  
22 contacts are abbreviated, so we can't capture every detail of  
23 a conversation, so -- but you're correct. This contact itself  
24 does not say gave energy assistance phone numbers.

25 BY JUDGE GRAHAM:

1           Q.   Well, this lady kept calling you back apparently a  
2 number of times in that time frame with the same complaint,  
3 did she not? That wasn't the only time within a span of days  
4 that this dispute was discussed. Is that a fair statement?

5           A.   Yes, that is correct.

6           Q.   Well, and does your record, does your log reflect  
7 any time in that time span that in any one of those  
8 conversations that that contact information was provided to  
9 Ms. Beatty?

10          A.   I think I will -- I'm going to assume or I'm going  
11 to gather from the documentation that's included in the  
12 contacts that Ms. Beatty was referring to a specific pledge,  
13 and so at that point, it wouldn't -- we wouldn't necessarily  
14 provide a listing of all energy assistance agencies. Since  
15 she's believed that she received a pledge from an agency, it  
16 would be my thought that she would go back to that agency  
17 specifically.

18          So there are other situations in later contacts  
19 where we did speak to Ms. Beatty about energy assistance and,  
20 for example, she made comments. Ms. Beatty advised us that  
21 she had checked with energy assistance already and they were  
22 out of funds. So I do believe that we did have conversations  
23 with her about reaching out to energy assistance.

24               JUDGE GRAHAM: All right. That's all the  
25 questions that I have. Are we done with this witness? Any



1 further questions?

2 (No response.)

3 JUDGE GRAHAM: This witness can step down. I  
4 believe that's all the witnesses for the company.

5 MS. GIBONEY: Yes, Judge.

6 JUDGE GRAHAM: Ms. Beatty, I'd like for you to  
7 come back up, and we'll let you do some rebuttal testimony  
8 here.

9 MS. BEATTY: Will this be the end of it, Judge?

10 JUDGE GRAHAM: We're in rebuttal. This is going  
11 to be the end of it.

12 MS. BEATTY: I'll see.

13 THE REPORTER: Judge, there's one exhibit that  
14 seems to be floating about. I want to make sure before -- 11,  
15 the one about the temperatures.

16 JUDGE GRAHAM: Did you refer to that as 10?

17 COMMISSIONER COLEMAN: Yes.

18 JUDGE GRAHAM: I thought I heard you refer to that  
19 as 10. It's 11.

20 Okay. Ms. Allen, in looking over the record --  
21 let's recall that -- I think the Commissioner asked a question  
22 or questions referencing an Exhibit 10.

23 COMMISSIONER COLEMAN: Uh-huh.

24 JUDGE GRAHAM: And I believe that the Commissioner  
25 has clarified now that she was referring to what Ms. Giboney

1 is referring to as Exhibit 11.

2 MS. GIBONEY: Yes, I apologize. I wrote the wrong  
3 number on Commissioner Coleman's.

4 JUDGE GRAHAM: Well, we don't need apologies. We  
5 just need clarity. Thanks.

6 Okay. Ms. Giboney, you're back up -- I mean, Ms.  
7 Beatty, you're back up, and before you give us anything you  
8 want to tell us on rebuttal, I did have a question for you.  
9 May I?

10 MS. BEATTY: Sure.

11 REBUTTAL TESTIMONY OF JILL BEATTY

12 EXAMINATION BY JUDGE GRAHAM:

13 Q. You've heard testimony here today that you may  
14 have been instructed by the company at some point on the phone  
15 to check back with your energy -- to contact your energy  
16 assistance contributor. We'll call them that. Did -- do you  
17 recall whether in your conversations in May or June of 2016  
18 being told by the company representative that you should  
19 recontact and find out about the 2014 -- do you need to take a  
20 break and get a drink? Are you okay?

21 A. I'll get past this.

22 Q. Okay. I'm sorry we have to peek around at each  
23 other through these monitors.

24 A. That's all right.

25 Q. I just about have to thread the needle to see you

1 here. Did the company tell you at some point in the summer of  
2 2016 that you needed to recontact and find out about this  
3 contribution that they didn't seem to know about and that you  
4 did seem to know about? Did they tell you to contact that  
5 agency?

6 A. I decided to contact.

7 Q. Okay. You did that?

8 A. And I went and that's -- I went and got a receipt.

9 Q. Well, the receipt that you're talking about, is  
10 that what you introduced during your direct examination as  
11 Exhibit 16?

12 A. Yes, sir. Uh-huh.

13 Q. Okay. Now --

14 A. They said they didn't have any.

15 Q. Now, Ms. Beatty, that exhibit was dated 2013.  
16 Correct?

17 A. Uh-huh.

18 Q. November 13 or 14. Maybe both dates are on there.  
19 But that's the exhibit that you gave us this morning that's  
20 two thousand -- that's Exhibit 16. Am I right?

21 A. After I had to contact the Commission office on  
22 them again.

23 Q. Well, I'm trying to clarify. Is Exhibit 16 your  
24 evidence?

25 A. Yes.

1 Q. Okay. Now, what we were looking at here, Ms.  
2 Beatty, was a log, page 19. Is it attachment number 3?

3 MS. GIBONEY: Yes, AMK3.

4 JUDGE GRAHAM: AMK3 of Exhibit 1P?

5 MS. GIBONEY: 1C.

6 BY JUDGE GRAHAM:

7 Q. Okay. 1C. And the company there recorded in its  
8 log that you had stated that you had also received another  
9 contribution for 2014, a second contribution. Not the 2013  
10 contribution of \$251 and change, but another one in 2014.

11 A. '14.

12 Q. For 2014.

13 A. One for the summer probably and one for the  
14 winter.

15 Q. Okay. So more than one. Do you have any kind of  
16 documentation that you would like to provide to the Commission  
17 that you indeed were given a contribution, a weather -- a --  
18 some kind of weather or some kind of assistance from somebody  
19 for the year 2014?

20 A. Well, that particular year for the winter, I  
21 received this one, and then I moved away.

22 Q. You received this one? The Exhibit 16?

23 A. 16, yes. And I moved away that March, and I  
24 didn't get my services. My services was -- was not working  
25 for, I think, a year. '15, '16. Two years. And in 2016 is

1 when my services were reopened because I moved to  
2 Caruthersville.

3 Q. You mean your energy services?

4 A. Uh-huh.

5 Q. Your energy assistance?

6 A. Uh-huh.

7 Q. Okay. So it was sort of so to speak shut down?  
8 You weren't getting that service for another two years?

9 A. Right, because I moved away so I had my account  
10 closed for the State of Missouri for Kate Meadows and I moved  
11 away.

12 Q. Well, help me then. You moved away, and I  
13 understand you're explaining to me the circumstances. But did  
14 you receive some kind of assistance for 2014? I think you're  
15 telling me no.

16 A. No. For '14, that summer, uh-uh.

17 Q. All right.

18 A. No. And when I did return, like I said, they had  
19 outstanding bill and I don't understand how.

20 Q. Okay. Well, and I'm going to -- in a minute, I'm  
21 going to turn you loose and let you tell us anything you want  
22 on the rest of your rebuttal, but I want to kind of get these  
23 questions out of the way. In May of 2016 per page 19 of  
24 attachment 3 of the company's Exhibit 1C --

25 A. Uh-huh.

1 Q. -- we're referring to the 2013 contribution of  
2 \$215 --

3 A. Uh-huh.

4 Q. -- and then we are referring to another  
5 contribution of 2014 that you were telling the company you  
6 believed you had received. And are you telling me now that  
7 you did not receive that?

8 A. Let's see. '14. I was at Kate Meadows for two  
9 years, so I probably did receive it. '14.

10 Q. So you received two?

11 A. Probably was, because I was there two years.

12 Q. Did you contact that agency about that to  
13 determine --

14 A. No, because what was in question -- what was in  
15 question was this one.

16 Q. Okay.

17 A. This is the one that was in question, so -- and  
18 that started the whole shebang.

19 Q. All right. Is there anything else now? Now, I  
20 know you've been sitting over there being very patient with me  
21 as you have examined these witnesses and I keep stepping on  
22 you and telling you to wait until now if you've got more facts  
23 to relate to the Commission.

24 A. I'm sorry.

25 Q. Is there -- are there more facts that you want to

1 relate to us now that you want the Commission to take into  
2 consideration?

3 A. Yes. I would like for them to take into  
4 consideration those amounts were incorrect, and as stated, how  
5 could a bill be that high when no one's living there? And  
6 energy assistance did pay the bill, and no one was living  
7 there and I know it wasn't because I had the key to the house.

8 Q. Did you move out --

9 A. Uh-huh.

10 Q. -- before you closed the account?

11 A. I moved out, yes.

12 Q. But you did not terminate the service for a while  
13 after you moved out?

14 A. The weather was bad, right, and I couldn't.

15 Q. So how long after you terminated the -- I'm sorry.  
16 How long was it after you moved out before you terminated the  
17 account? How long was that place vacant?

18 A. Probably a month.

19 Q. Okay. What month would that have been and what  
20 year? Do you remember?

21 A. Let's see. I left in February, March. I called  
22 them in March, so it could have to be a month.

23 Q. So you think you moved out -- what year are we  
24 talking about? March of what?

25 A. I think it was '14. I think.

1 Q. And you moved out, you think, in February of that  
2 year?

3 A. Uh-huh.

4 Q. Yes?

5 A. Yeah.

6 Q. Anything else you want to tell us?

7 A. And as of returning and getting my services  
8 restored and to know that -- come to know that I have a bill  
9 that outstanding and I paid the bill. I didn't argue with  
10 them. I went ahead and paid the bill. I did have some  
11 concerns, but I paid the bill although they shut off my  
12 services, put me in the hot heat. I paid the bill in full,  
13 and they still put a -- I wanted to know why they put a  
14 deposit on my account and every month I would get a high bill,  
15 I would pay it and plus they was putting a deposit on it which  
16 was high onto it and kept doing it and wouldn't have stopped  
17 until I contacted the Commission office.

18 And it went on until just last year and when they  
19 finally admitted that they had the receipt and to state that  
20 they deposit that they -- the money that they took from me,  
21 that they would put back toward my account. They didn't put  
22 anything back toward my account and turned my services off  
23 again in November of this year. Well, this is a new year.  
24 Last year when energy assistance was in the process of paying  
25 the bill and they knew it so that they could get another



1 deposit again.

2           And I think that's unfair, and to come in here in  
3 the courtroom with those papers and those not true figures. I  
4 have the for-real figures here and they know I do. And that's  
5 not how you treat people and this hasn't been done to me once,  
6 but this is the second time.

7           Here in Jefferson City I went through this deal  
8 with them. They cut my services off in two 25 feet of cold  
9 snow and ice on an account that was closed for years and it  
10 was paid in full. And they argued me down and I sit at the  
11 table with them, and when it was confirmed, yes, I was right  
12 and they was wrong and that's when they came.

13           A hearing was scheduled and they didn't show up  
14 and I did and that's how those hearings were dismissed. And I  
15 would like to say although they're dismissed, I would like to  
16 have my credit for being here and they wasn't, and to have my  
17 money back that they took from me plus my suffering and pain  
18 that I requested --

19           JUDGE GRAHAM: All right.

20           THE WITNESS: -- for unfairness, and I think that  
21 that's fair. It's not how you treat people. And I paid my  
22 bill. I would pay my bills, not just depending on companies  
23 -- I mean these energy assistance places -- to pay my bill. I  
24 paid my bill. They were taking their money, too. Their  
25 money, my money, anybody else money they could get. That's

1 not how you treat people.

2 And I would want some relief done for it so to  
3 where the next people, people like me and senior -- especially  
4 senior people -- won't have to die from the heat or be cold in  
5 their house and be found in the cold because they done shut  
6 their services off for reasons like this. That's not how you  
7 treat people.

8 And that's why I'm here today, sick and all, and  
9 regardless of what they submit, I am speaking the truth and I  
10 have my evidence. I have all my receipts or whatever versus  
11 what they say, and they know they did just what I'm saying. I  
12 wouldn't be here today if it wasn't true. I wouldn't waste my  
13 time being here, and this is the second go-around with them.  
14 Or the third.

15 So I had to go back and get the receipt. I had to  
16 dismiss the meeting, the hearing to go back to get a receipt  
17 because they didn't want to -- wanted to play hardball, so I  
18 went and got the receipt which I had, which they said that  
19 they never received and they did. They received it. They  
20 finally admitted it that they received it.

21 JUDGE GRAHAM: Okay. Ms. Beatty, thank you very,  
22 very much for your testimony --

23 THE WITNESS: Yes, sir.

24 JUDGE GRAHAM: -- and for coming all the way up  
25 here from Caruthersville. I don't know that we need any kind

1 of closing statements for anyone. I think I just heard an  
2 eloquent one from the witness stand, so I'm going to complete  
3 this hearing. I will be issuing an order in the next day or  
4 so concerning a briefing schedule and some issues that I would  
5 like to see addressed that we have talked about here.

6 So if there are no other matters involved here,  
7 I'm going to conclude this hearing. We're going to go off of  
8 the record.

9 (The hearing was adjourned at 1:29 p.m.)

CERTIFICATE OF REPORTER

I, Stephanie Allen, CCR No. 746, within the State of Missouri do hereby certify that I appeared and reported all testimony and statements made on the record at the Evidentiary Hearing in this matter on April 23, 2019, in Jefferson City, Missouri; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the matter.

  
Stephanie Allen, CCR

<b>\$</b>	<b>\$58.21</b> 126:8	<b>131.1</b> 74:2	<b>1P</b> 70:3,13,21,23,25 71:18 84:10 101:16 147:4
<b>\$11</b> 117:21	<b>\$600</b> 33:24 40:21 41:20 43:17 44:5 63:17 114:6	<b>138</b> 78:13	<b>1st</b> 103:25
<b>\$111</b> 100:20 101:1	<b>\$62.87</b> 102:16	<b>139</b> 76:3	<b>2</b>
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<b>\$127.67</b> 90:5	<b>\$70.95</b> 100:9,14	<b>14th</b> 38:5,9	<b>20</b> 34:3 126:7
<b>\$141</b> 118:5	<b>\$75.78</b> 110:16	<b>15</b> 32:10 90:25 95:6,9 147:25	<b>2009</b> 23:25 29:2,8
<b>\$160</b> 118:6 139:6	<b>\$804.35</b> 90:8	<b>1505</b> 55:7	<b>2010</b> 21:15 23:25 24:12 29:3 54:12
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<b>\$306.88</b> 110:18	<b>11/29/2013</b> 81:2	<b>1C</b> 70:4,13,21,23,25 71:18 79:14 84:11 101:17,18 109:16 118:19 147:5,7 148:24	
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