

In the Matter of:

**PATRICIA SUE STINNETT**

v.

**KANSAS CITY POWER & LIGHT COMPANY**

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**EC-2020-0088, VOL. II**

*October 13, 2020*

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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

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TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

October 13, 2020

Jefferson City, Missouri

Volume 2

WebEx

\_\_\_\_\_

Patricia Sue Stinnett,	)	
	)	
Complainant,	)	
	)	
vs.	)	File No. EC-2020-0088
	)	
Kansas City Power & Light	)	
Company,	)	
	)	
Respondent.	)	

JOHN CLARK, Presiding  
REGULATORY LAW JUDGE

SCOTT T. RUPP, Commissioner  
MAIDA J. COLEMAN, Commissioner

REPORTED BY:  
Beverly Jean Bentch, CCR No. 640  
TIGER COURT REPORTING, LLC

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A P P E A R A N C E S

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E X H I B I T I N D E X

COMPLAINANT'S EXHIBITS:

- 1 KCP&L Door Flyer
- 2 Letter from Patricia Stinnett
- 3 Marriage Certification
- 4 Death Certificate
- 5 Rural Fire Consumes House newspaper article
- 6 Holt County real estate transfers/Rural Fire Consumes House newspaper article
- 7 KCP&L check to Ms. Stinnett
- 8 Combined bills
- 9 ID number for Yolanda

(Complainant's Exhibits 1 through 9 were not received into evidence during the hearing.)

STAFF'S EXHIBIT:

- 201 Staff Report (Public and Confidential) 83

P R O C E E D I N G S

1 JUDGE CLARK: We will go on the record now.  
2 Today is October 13, 2020, and the current time is 10:00  
3 a.m. This proceeding is being held -- It was being held  
4 in Room 305, but we moved it to 310 to have better  
5 access to the microphones of the Governor Office  
6 Building. Also, the complainant is going to be  
7 appearing in person and the other parties are going to  
8 be appearing via WebEx.

9 As a brief reminder, if you are not speaking  
10 or testifying, I'm going to ask that you mute your  
11 microphone so that we don't get any excessive feedback.

12 Now, the Commission has set aside this time  
13 for an evidentiary hearing in the matter of Patricia  
14 Sue Stinnett, Complainant, vs. Kansas City Power & Light  
15 Company, which is d/b/a -- that's their old name -- as  
16 Evergy Missouri Metro. I will refer to them as Evergy  
17 in this proceeding as Respondent. The file number is  
18 EC-2020-0088.

19 My name is John Clark. I am the Regulatory  
20 Law Judge presiding over this hearing. I'm going to ask  
21 counsel at this time to enter their appearance for the  
22 record starting with Evergy Missouri Metro.

23 MR. STEINER: Thank you, Judge. Can you hear  
24 me?  
25

1 JUDGE CLARK: I can.

2 MR. STEINER: My name is Roger W. Steiner. I  
3 am corporate counsel for Evergy. My address is 1200  
4 Main Street, Kansas City, Missouri, 64105.

5 JUDGE CLARK: Thank you, Mr. Steiner. And for  
6 the Commission Staff.

7 MS. ASLIN: Casi Aslin for Commission Staff,  
8 and my address is 200 Madison Street, Jefferson City,  
9 Missouri, 65102.

10 JUDGE CLARK: Thank you. And I'll note for  
11 the record that the complainant in this case, Patricia  
12 Stinnett, appears in person, and you're representing  
13 yourself; is that right, Ms. Stinnett?

14 MS. STINNETT: Yes.

15 JUDGE CLARK: For preliminary matters, are  
16 there any preliminary matters that the Commission needs  
17 to consider at this time? Mr. Steiner?

18 MR. STEINER: No, Your Honor.

19 JUDGE CLARK: Ms. Aslin?

20 MS. ASLIN: No, Judge.

21 JUDGE CLARK: Okay. Now, no parties filed an  
22 order for witnesses. So in that regard, I'm going to  
23 have the complainant testify first, then the respondent  
24 and then I'm going to have staff testify. Pursuant to  
25 the Commission's August 31 Second Supplemental

1 Procedural Order, all exhibits were to be prefiled.  
2 Staff filed an exhibit list which listed Staff's Report  
3 as its only exhibit, but no party prefiled any exhibits.  
4 Does Evergy have any exhibits today?

5 MR. STEINER: No, Your Honor. We do have a  
6 witness though. Ms. Alisha Duarte will be appearing.

7 JUDGE CLARK: Okay. Thank you. Ms. Stinnett,  
8 do you have any evidence that you are wanting to present  
9 today? Any exhibits?

10 MS. STINNETT: Yes, I do.

11 JUDGE CLARK: Okay. What I'm going to do is  
12 I'm going to provisionally, subject to objection, I will  
13 take Ms. Stinnett's exhibits. After the hearing, I will  
14 see that the parties, that both Staff and Evergy,  
15 receive emailed copies of those exhibits and I will  
16 allow -- we'll discuss at the end a reasonable amount of  
17 time for the parties to file their written objections to  
18 any of the exhibits. Okay?

19 MR. STINNETT: That's fine. We have not seen  
20 any exhibits from the complainant.

21 JUDGE CLARK: Okay. She didn't prefile any.  
22 It appears that she has brought some today. I have not  
23 seen them yet. I also want to go over briefly  
24 confidential information, because the Commission's rule  
25 forbids the disclosure of any customer specific



1 information, but it's really hard to get into the  
2 subjects that we're going to be getting today, such  
3 things as the complainant's, the customer's name, your  
4 husband's name, addresses, and I assume you're going to  
5 want to refer to some of your bills and billing amounts;  
6 is that correct?

7 MS. STINNETT: That's right.

8 JUDGE CLARK: Do you have any objection to  
9 making those matters non-confidential for the purpose of  
10 this hearing?

11 MS. STINNETT: They can be non-confidential,  
12 yes, sir, because he has passed away now. It's fine.  
13 Any information will be fine, mine or his.

14 JUDGE CLARK: Okay. So if as we're going  
15 along information comes up that you do not -- or that  
16 you do want to remain confidential, let me know and I  
17 will ask the court reporter to redact that information.  
18 Okay?

19 MS. STINNETT: There's none that needs to be  
20 kept confidential. It's perfectly fine.

21 JUDGE CLARK: All right. Well, then as to the  
22 customer specific information we're going to discuss  
23 today, I'm going to deem that you have waived  
24 confidentiality as to that, correct?

25 MS. STINNETT: Yes, sir.

1           JUDGE CLARK: All right. I am going to at  
2 this time take opening statements from the parties.  
3 Each party is allowed to make a brief opening statement.  
4 Ms. Stinnett, just to give you an idea what an opening  
5 statement is, it isn't where you go through all of your  
6 evidence bit by bit. It is where you give me a summary  
7 of what this case is about and what it is you are going  
8 to show me to demonstrate your case. Likewise, while it  
9 is not usual practice before the Commission to have  
10 closing statements, because this is a pro se complaint,  
11 I'm going to allow all the parties to make a brief  
12 closing statement as well at the end of evidence. So  
13 with that in mind, Ms. Stinnett, would you please make  
14 your opening statement. Be sure to speak into the  
15 microphone so that all the parties can hear you.

16           MS. STINNETT: Number one, I wrote a letter  
17 telling what this is all about, which involves a fire  
18 that we had on April 20 of 2019, when the power pole was  
19 burned down with the house and light and power had to  
20 come out and disconnect the power line because the power  
21 line was laying on the ground because we lived out in  
22 the country and the power line was across the road. Our  
23 power pole was in our yard. So everything on the power  
24 pole was destroyed.

25           I also have a copy of our marriage license,

1 Danny's death certificate. I also have a picture of the  
2 fire. One of them is in color that it has the  
3 handwritten date of the paper. I also went to the  
4 newspaper and got a copy from them. It's not in color  
5 but it does have the date of the fire -- more or less of  
6 the fire which was on the 20th and the paper came out on  
7 the 23rd.

8           For some reason, KCP&L sent me a check for  
9 \$697.82 that I did not request which is here. The first  
10 bill that I received from Danny, it has other  
11 responsible customer Patricia Stinnett. I did not know  
12 my name was on this bill. Danny never had my social  
13 security number. When I called them, I was told three  
14 times my social security number was not mine. And I  
15 told the lady it was mine. And I never signed an  
16 account or contract with KCP&L, and Danny never had my  
17 social security number in 20 years that we were  
18 together. But I did take over the bill, but I told them  
19 that I only wanted the pole light, because we had two  
20 misplaced dogs from the flood and we needed the pole  
21 light to protect them from the wild animals out there in  
22 the country because everything electronically that had  
23 been in the residence had already been removed. So  
24 there needed to be no electricity in the residence.  
25 Nobody was ever going to live in it again. The property

1 was going to go back to their original owner.

2           So there should have been no electricity in  
3 the residence. Just the pole light is all we wanted.  
4 But they did not choose to do that. And Danny had a  
5 credit balance of \$125. And in the preceding bills, I  
6 never did find where that \$125 was carried over when the  
7 bills were put into my name. But they continued to  
8 charge me for a second pole light and I caught it. I  
9 caught that second pole light and I called them and I  
10 told them, I said there's no two pole lights out there,  
11 there's only one. The first one was destroyed in the  
12 fire. I talked to a little girl named Wendy whose ID  
13 was 3704. She went over across the hall to Xcel and she  
14 went back and she found that we had been charged for two  
15 pole lights from April 20, 2009, and she was going to  
16 send me that paperwork.

17           Well, somewhere along the line that paperwork  
18 never got sent. So I talked to a supervisor Yolanda  
19 whose ID is 1245. Her and I just went round and round  
20 and round, because she kept saying that pole light was  
21 out there. Three times they went out and looked for  
22 that second pole light which is not out there. There  
23 was no two poles out there.

24           And eventually my address got taken off of the  
25 bill, and so for one month I did not even get a bill.

1 And I asked them why. They said the bill went to the  
2 residence where the power was, and I said why is that  
3 when nobody lives there.

4 JUDGE CLARK: Ms. Stinnett, you're veering a  
5 little bit off into what we would call testimony. What  
6 I was kind of wanting was an overview of the case. I  
7 think you're hitting some salient points that you're  
8 absolutely going to get to testify to. I guess what I'm  
9 asking you is what is it that you believe that the  
10 company did wrong, what is it you're asking the  
11 Commission to do.

12 MS. STINNETT: I want help.

13 JUDGE CLARK: In an overall general way, what  
14 do you believe that the company has done wrong?

15 MS. STINNETT: The company has overcharged for  
16 ten years for a pole light that was not out there. They  
17 kept \$125 of Danny's money. They charged for the  
18 residence that should not have been. I only wanted the  
19 pole light. I did not want the electricity hooked up to  
20 that residence. There was nobody living there. He was  
21 dead.

22 JUDGE CLARK: Okay. And what are you asking  
23 the Commission to do today?

24 MS. STINNETT: I'm asking the Commission to  
25 reimburse me for all of the money that they have taken

1 that did not legally go to them.

2 JUDGE CLARK: What do you believe that amount  
3 to be?

4 MS. STINNETT: I have no idea. I do not know  
5 what the amount that they were charging for that second  
6 pole light was, and the 125 I do not know what they were  
7 billing me personally for the residence, because it  
8 varied. It was never the same. At one point it was  
9 \$139.

10 JUDGE CLARK: Okay. Thank you, Ms. Stinnett.  
11 Because opening statements are not evidence, when we get  
12 to your opportunity to testify, you're going to have to,  
13 if you said it already, you're going to want to re-say  
14 it for it to be part of the record. Okay? So when you  
15 go through your testimony to tell me what happened,  
16 don't assume just because you mentioned it in your  
17 opening statement that that has evidentiary value.  
18 Okay?

19 MS. STINNETT: Yes, sir.

20 JUDGE CLARK: Okay. Opening statement from  
21 Evergy Missouri Metro or Evergy?

22 MR. STEINER: Can you hear me, Judge?

23 JUDGE CLARK: I can.

24 MR. STEINER: May it please the Commission.  
25 The company did not correctly bill this customer for

1 about ten years. The customer had two area lights, and  
2 the fire in 2009 destroyed one of those lights. The  
3 company never removed the destroyed light from the  
4 customer's bill. So there was an overcharge of the  
5 complainant.

6 In June 2019, the customer informed the  
7 company that she was being charged for the two area  
8 lights. The company investigated. It determined that  
9 the bill was wrong. It removed the extra light from the  
10 bill. And it sent the complainant a refund for 60  
11 months worth of area light charges. That 60-month  
12 refund is the maximum amount available for an  
13 overcharge, and that maximum amount is in the  
14 Commission's rules and in the company's tariffs.

15 JUDGE CLARK: Mr. Steiner, you're breaking up.  
16 Can you go back and do that last sentence again, please?

17 MR. STEINER: Can you hear me now, Judge?  
18 Thank you. The 60-month refund is the maximum amount  
19 available for an overcharge, and that's set forth in the  
20 Commission's rules and in the company's tariffs.

21 It appears the complainant desires a refund  
22 for the entire amount of overcharge which is not  
23 permitted under the rules or tariffs. The staff has  
24 investigated the complainant's complaint and found it  
25 without merit, found the company has not violated any

1 tariff or Commission rule.

2           Remind you the Commission's jurisdiction is  
3 limited to determining whether its statutes, rules or  
4 company tariffs have been violated. The Commission  
5 should dismiss the customer's complaint as it seeks a  
6 remedy beyond what is provided for under the rules and  
7 the company's tariff. As I mentioned, Ms. Alisha Duarte  
8 is here today. She's a customer affairs supervisor.  
9 She can explain the bill and the refund that was issued  
10 to the complainant. Thank you very much.

11           JUDGE CLARK: Thank you, Mr. Steiner. And  
12 opening statement from the staff of the Missouri Public  
13 Service Commission?

14           MS. ASLIN: Good morning. This complaint was  
15 filed on September 30 of 2019 by Ms. Patricia Stinnett.  
16 In formal customer complaint cases, staff completes an  
17 investigation and files an investigative report with the  
18 Commission and all parties to the complaint case. Tammy  
19 Huber who investigated the complaint and contributed to  
20 the staff report is available as a witness at this  
21 hearing to answer any questions. Staff filed its report  
22 on November 14, 2019, having completed its  
23 investigation.

24           Staff concludes that the company has not  
25 violated any applicable statutes, Commission rules or



1 Commission approved company tariffs related to this  
2 complaint. This billing issue occurred when the first  
3 light pole was destroyed in a fire in April 2009. A  
4 second security light pole was installed, but the first  
5 light pole remained on the account. Under 20 CSR  
6 4240-13.025 and the company tariff, customers will be  
7 refunded for up to 60 consecutive billing periods. Both  
8 the applicable rule and tariff are quoted in the staff  
9 report.

10 On August 27, 2019, Ms. Stinnett was issued a  
11 refund of \$692.11, the cost of using one security light  
12 pole for the previous 60 months. While billing accuracy  
13 should be of great importance to utility companies,  
14 staff recognizes that customers also have a  
15 responsibility to review and question the accuracy of  
16 their billing statement. Although staff did not find  
17 that the company violated any statutes, rules or company  
18 tariffs, staff recommends that Evergy add a review  
19 process to service technician orders and notes to reduce  
20 the possibility of misbilling customers when a service  
21 is removed or discontinued. Thank you.

22 JUDGE CLARK: Thank you. Okay. At this time  
23 I'm going to allow the parties to present evidence  
24 starting with you, Ms. Stinnett. Ms. Stinnett, would  
25 you raise your right hand to be sworn?

1 (Patricia Stinnett was sworn.)

2 JUDGE CLARK: Okay. Ms. Stinnett, this is  
3 your opportunity to tell the Commission what happened.  
4 I'm going to basically just let you tell your story.  
5 You may get objections. If somebody objects, please  
6 stop talking at that time until I've had an opportunity  
7 to rule on the objection. Okay?

8 MS. STINNETT: Yes, sir.

9 JUDGE CLARK: After you testify, the other  
10 parties will have an opportunity to question you.  
11 Every Missouri will have an opportunity to question  
12 you. The Commission staff will have an opportunity to  
13 question you. I may have some questions for you. And I  
14 don't know if we have any Commissioners present. But if  
15 we have any Commissioners present, they may also have  
16 some questions. Given that, do you still wish to  
17 testify?

18 MS. STINNETT: Yes.

19 JUDGE CLARK: What would you like to tell the  
20 Commission today, Ms. Stinnett? If you are not speaking  
21 or testifying at this time, please mute your feed. It's  
22 causing some problems for the court reporter who is  
23 trying to hear and get down all of the information said  
24 so that we have an accurate record. Ms. Stinnett, go  
25 ahead.

1 MS. STINNETT: On April 6 of 2019, my husband  
2 passed away, and I was given the choice to take over the  
3 KCP&L bill. And when that happened -- For one thing, I  
4 didn't know my name was on the bill, but I took it over.  
5 I noticed that we were being charged for two pole  
6 lights.

7 The pole light, the second pole light that we  
8 were being charged for was destroyed in a fire on April  
9 20 of 2009 when we had a house fire and the pole was  
10 completely burned up with the house. We had to call  
11 KCP&L to come and disconnect the power from the pole  
12 across the street, because the line was laying on the  
13 ground. And we had five fire companies there, plus the  
14 sheriff's department, to prevent anybody from getting  
15 injured.

16 Okay. So the pole was completely gone, and  
17 they were trying to save our out buildings. And they  
18 were not happy that I found that second pole light on  
19 the bill. And three times they said that they went out  
20 and looked for that second pole light. They never did  
21 find it because it wasn't there. We reset that pole  
22 within three days to a week to have power back out there  
23 so we could have a pole light because we had a dog out  
24 there.

25 When I took the bill over, I requested that

1 the pole light be left on but the electricity to the  
2 residence be shut off, because there was nobody living  
3 there or were they going to live there because the  
4 property was going back to their original owner who is a  
5 farmer and it was going to be turned back into farm  
6 ground.

7           And we went round and round because she said  
8 that my social security number was not mine. And three  
9 times I told her yes, it was. And she kept telling me  
10 no, it wasn't. Then she asked me who Danny's brother  
11 was. I told her who Danny's brother was. She said no,  
12 that's not his brother. I said I've known Bobby Parry  
13 (phonetic spelling) since I was eight years old. I said  
14 he is my sister's nephew because my sister is married to  
15 his uncle. But legally she should not have even given  
16 me any information to lead me along this line to set the  
17 bill up into my name to begin with. But the \$125 that  
18 he had on his last bill, nowhere in the bills is it  
19 carried over. He had a credit of \$125 on his last bill,  
20 and it's not carried over anywhere. I have looked.

21           Okay. I went on a trip on October of 2019.  
22 After they got this report from the Public Service  
23 Commission, all of a sudden I get this check in the mail  
24 while I am gone. I had gotten a letter from them that  
25 if I wanted the money to contact them. Well, I don't

1 have that letter with me. I cannot find it. I never  
2 contacted them for a check. But that check was in my  
3 mailbox. And it is still here because I never touched  
4 it, because I don't feel like that's a fair sum. I  
5 think that they should have had to pay interest on what  
6 they have overcharged us, and I do think that they  
7 should have to go back the ten years and not just go  
8 back five years because it is their mess-up because we  
9 told them that the pole light -- they also know that  
10 they had to replace the meter because everything on that  
11 pole had to be replaced and the line had to be restrung  
12 from across the highway back over after we put the  
13 weatherhead on the pole. So they know everything had to  
14 be replaced on that pole.

15           And Danny did not -- For some reason, Danny  
16 did not check it and I did not look at the light bill  
17 because it was in his name and we had two separate  
18 addresses. We did not live together. He lived out  
19 there on the farm and I lived in town. So I was not on  
20 his bill. So I was not on his bill until after his  
21 death.

22           And I have went round and round and round with  
23 them, and they do things like send a bill to his address  
24 when they know that he has died. And I did not know  
25 that I could have the residence shut off until I had a

1 sheriff go out there, and then he told me that I could  
2 have the residence shut off and that it was a fire  
3 hazard to have an empty building out there like that  
4 with the electricity turned on. All of these months  
5 that they were leaving that electricity turned on, that  
6 was a fire hazard out there.

7 So all I wanted to do was protect two dogs  
8 that were displaced from the flood, and that's what the  
9 pole light was for. The rest of the electricity I did  
10 not want, because nobody was living there. Nobody was  
11 going to live there. I mean, it was over.

12 Once Danny passed away, that place was still  
13 mine. And I had already okayed it with the owner that  
14 as long as we needed it the dogs would stay there. As  
15 soon as I turned off the electricity, the property was  
16 going back to him. And so as far as Evergy goes, they  
17 said that on the 10th they turned it over to Evergy. I  
18 got a thing right here that says KCP&L on it that was  
19 dated the 12th that was hung on my door because they  
20 were doing work in the area. So I will call them KCP&L.  
21 I will not call them Evergy. And I'm finished, Your  
22 Honor, because this Yolanda I had nothing. She was a  
23 supervisor. Her number is 1245. She did nothing but  
24 give me trouble. She took my address off of the bill  
25 and then sent it out to Danny. Okay. Danny said the

1 bill was sent out there. There's one little thing about  
2 that. There was a change of address out there. If that  
3 bill was sent out there, it would have come to my  
4 address.

5 JUDGE CLARK: You had mentioned your  
6 interaction with Yolanda during your opening statement.  
7 Would you re-go through that for me again?

8 MS. STINNETT: I talked to Yolanda three times  
9 about that second light out there, and three times she  
10 told me that it was going to be checked. She got really  
11 rude with me when I told her there was no second pole  
12 light out there. She got very rude when I told her that  
13 that second pole light had gotten burnt up in a fire in  
14 2009. She was very, very rude. And then all of a  
15 sudden my name gets taken off of the bill and it is sent  
16 out to Danny's residence, or supposedly sent to Danny's  
17 residence. In fact, they all didn't know I had to  
18 change the residence out there for my address, and all  
19 of his mail was coming to my address. And so everything  
20 that they sent out there would have come to my address.  
21 So I don't believe that the things that they said that  
22 they sent out there actually went to Danny's.

23 I mean, I have no trust for them because they  
24 have showed me time and time and time that I cannot  
25 trust what they say or what they do.

1 JUDGE CLARK: Ms. Stinnett, you have brought  
2 some evidence that you wanted the Commission to  
3 consider; is that correct?

4 MS. STINNETT: That's right.

5 JUDGE CLARK: And what evidence is that?

6 MS. STINNETT: The evidence is the house fire,  
7 the second pole light.

8 JUDGE CLARK: You had indicated some documents  
9 that you brought?

10 MS. STINNETT: I have all of the documentation  
11 right here. I've got all the bills. I've got the  
12 check. I've got Yolanda's number. I've got the  
13 pictures. I've got the second picture from the paper  
14 itself with the date on it. The house fire happened the  
15 20th of April. It's dated April 23rd. But the check is  
16 here. Everything is here. Their KCP&L flyer that was  
17 dated December the 18th of '19 when they said they had  
18 changed over a lot longer than that. Everything is  
19 here.

20 JUDGE CLARK: Would you bring that up here,  
21 please. If you just want to set it right there, I'll  
22 pick it up.

23 MS. STINNETT: Sure.

24 JUDGE CLARK: These note cards, why don't you  
25 retain those.



1 MS. STINNETT: Those have Yolanda's number on  
2 it. It's also got Wendy's number on it.

3 JUDGE CLARK: This appears to be your notes,  
4 if you'd like to keep that one.

5 Okay. For the record, Ms. Stinnett has given  
6 me a copy of what she has wanted to be exhibits. I'm  
7 going to go through and kind of number these. The KCP&L  
8 door flyer, let's call that Exhibit 1. I'm not going to  
9 include the copy of your complaint because we have a  
10 copy of your complaint.

11 The letter from Patricia Stinnett I will call  
12 Exhibit 2. The marriage certification I will call  
13 Exhibit 3. The death certificate I will call Exhibit 4.  
14 The Rural Fire Consumes House paper I will call Exhibit  
15 5. The Holt County real estate transfers/Rural Fire  
16 Consumes House I will call Exhibit 6. Exhibit 7 is the  
17 KCP&L check made out to Patricia Stinnett. That's  
18 Exhibit 7; is that correct? And it appears that the  
19 rest of these are bills, and I'm going to call your  
20 combined bills Exhibit 8. All of these -- and finally  
21 for Exhibit 9 is the ID number of Yolanda.

22 So for those nine exhibits what's going to  
23 happen is you're obviously going to want a copy back.  
24 We're going to after the hearing make a copy of these  
25 exhibits. And these exhibits will be scanned and

1 emailed to each of the parties. They'll have an  
2 opportunity to look at them and I will set a time for  
3 objections to those to file written objections.

4 So as of right now they're not admitted onto  
5 the record. They're being held for admission pending  
6 any objections received. Ms. Stinnett, did you have any  
7 other testimony that you wanted to give at this time?

8 MS. STINNETT: The only thing is that I never  
9 did see any of Danny's bills until I took over the light  
10 bill. So I never knew what was going on, because he  
11 handled his own bills or I would have caught that a long  
12 time ago.

13 JUDGE CLARK: Did you have any further  
14 testimony you wanted to offer at this time?

15 MS. STINNETT: No, sir.

16 JUDGE CLARK: Cross-examination from Everygy  
17 Missouri?

18 CROSS-EXAMINATION BY MR. STEINER:

19 Q. Do you have the complaint in front of you?

20 JUDGE CLARK: You broke up there, Mr. Steiner.

21 MR. STEINER: Can you hear me now?

22 JUDGE CLARK: Mr. Steiner, do you have any --  
23 I can hear you now.

24 BY MR. STEINER:

25 Q. Yes. Ms. Stinnett, do you have your complaint

1 in front of you?

2 JUDGE CLARK: Mr. Steiner is asking if you  
3 have your complaint in front of you.

4 MS. STINNETT: No, you have it.

5 JUDGE CLARK: Why don't I give it back to you.  
6 I'll give you -- here's a copy of your complaint to look  
7 at.

8 MS. STINNETT: Thank you.

9 BY MR. STEINER:

10 Q. Can you point out in there where you're  
11 alleging that we mishandled the \$125 credit?

12 A. Well, right here is the amount -- is do not  
13 know since KCP&L will not give information. So right  
14 there on number 5 it pretty well covers it. It pretty  
15 well covers that you didn't give me all of the  
16 information about what was going on.

17 Q. Okay. So paragraph 5 of your complaint where  
18 you say you do not know since KCP&L would not give  
19 information?

20 A. That's right.

21 Q. Okay. And then is there anywhere in your  
22 complaint where you talk about your interactions with  
23 KCP&L customer service agents? I think you mentioned  
24 Yolanda.

25 A. I had already filed the complaint.

1 MR. STEINER: So it's not in the complaint.  
2 Okay. I don't think I have anything else, Judge. Thank  
3 you.

4 JUDGE CLARK: Thank you, Mr. Steiner. Ms.  
5 Aslin, do you have any questions for the complainant?

6 MS. ASLIN: No, Judge, no questions.

7 JUDGE CLARK: Thank you. I've got a couple  
8 questions for you, Ms. Stinnett.

9 QUESTIONS BY JUDGE CLARK:

10 Q. Now, you indicated that your husband died in  
11 2000 and when?

12 A. '19. He died April 6, 2019.

13 Q. And there were two light poles that we're  
14 talking about here. One of them burned in April 2009;  
15 is that correct?

16 A. Yeah, April 20 of 2009.

17 Q. And it was after that one burned down that the  
18 second light pole was placed?

19 A. Yes, it was placed within three days to a  
20 week.

21 Q. Who informed, we'll call them KCP&L at the  
22 time, that the light pole had burned?

23 A. We had to notify them April 20 that it has  
24 burned because the light wire that came from the main  
25 wire across the road was laying on the ground because it

1 had burned through. And so all the fire -- We had five  
2 fire districts there and we had all these firemen  
3 running around with water hoses trying to put out all  
4 these different fires on our out buildings and the  
5 propane tanks. And so we had to get that power off,  
6 because it was a live wire on the ground. And the pole  
7 was completely disintegrated. I mean, it was all burnt  
8 up, but it had burned through the wire and the wire was  
9 on the ground. And it just so happened a neighbor about  
10 a mile away worked for KCP&L, and I don't remember his  
11 name, and he came over and turned off the main power to  
12 the line that come into our house, but I don't remember  
13 what his name is.

14 Q. Do you know whether it was you or your husband  
15 that called and informed --

16 A. Neither one of us did, because our cell phones  
17 were in the house and they were burned up. Once we got  
18 out of the house we could not go back in. It went up  
19 that fast.

20 Q. How then was KCP&L informed that the light  
21 pole had burned?

22 A. We don't know if it was the sheriff. We don't  
23 know if it was the fire department. We don't know who  
24 called them.

25 Q. But you or your husband did not call and

1 inform them that the pole had been burned?

2 A. No, we did not call them to inform them.  
3 Somebody called in and told them that they had to come  
4 out and get the power shut off; that it was an  
5 emergency.

6 Q. Now, this bill was in your husband's name?

7 A. Yes, it had always been in his name.

8 Q. And that's true through 2019?

9 A. It was true until he passed away, yeah.

10 Q. Did you look at the bills?

11 A. No. No, because it was his bills. It was  
12 just what he took care of.

13 Q. And he paid those bills. How did you discover  
14 that there were two poles being billed for?

15 A. Okay. When I took over the bills, I got to  
16 noticing that there was two lights on the latter part of  
17 the bill that were being charged for. And so I called  
18 them up and I said what is going on here, and they said  
19 you have two pole lights. And I said no, we do not. We  
20 have one.

21 And they kept arguing with me and telling me  
22 that we had two pole lights, and I said you come out and  
23 you look on our acre of land and you will find we have  
24 one pole light. And so they told me three different  
25 times that they had sent somebody out there to find that

1 second pole light. And I told them good luck.

2 Q. Are those two pole lights listed on any of the  
3 bills that you provided me in evidence?

4 A. Oh, yeah. I highlighted in yellow the second  
5 pole light, the one we were being charged for that's not  
6 there. It is on the last page of the bills.

7 Q. Bear with me just a moment.

8 A. The sodium light is the one that was out  
9 there, the new one that we put out there. And the other  
10 one I forgot what it was called. That was the old one.  
11 The lumen or something.

12 Q. I don't see it. Will you show me?

13 A. Sure. The bills are kind of -- they're long.

14 Q. For the record I'm asking Ms. Stinnett to  
15 point out to me where she's highlighted the location of  
16 the second pole light being billed on her bill.

17 A. Right there. See. That's on the first bill.

18 Q. Where it says Current Budget Billing Amount?

19 A. That's the billing amount of what -- this is  
20 the bill for the pole light.

21 Q. For the 7650 Lumen Mercury Vapor 175W  
22 Standard?

23 A. Right. That's the amount that they charged  
24 for it.

25 Q. Thank you for pointing that out to me.

1 A. You're welcome.

2 Q. Do you know if that was on your husband's  
3 bills as well?

4 A. That is my husband's bills. That was his  
5 bill, the last bill he got. That was -- That's in his  
6 name. If you look on that bill, that's in his name.  
7 That was before I took them over.

8 Q. Do you know if he knew there were two poles  
9 being billed for on his bills?

10 A. No, he did not.

11 Q. And how do you know that?

12 A. Because he would have told me. He didn't  
13 know.

14 Q. And when did you first notice it?

15 A. Because I happened -- I was going through the  
16 bills. When I got the second bill and that \$125 didn't  
17 carry over that Danny had credit for, then I got to  
18 looking through that second bill and I thought well, I  
19 wonder what else they messed up on here. I got to  
20 checking through there. When I got on the last page, I  
21 saw that it had those two outside lights, those two  
22 outdoor lights and I'm going now, wait a minute, there's  
23 no two pole lights out there. And so I called them and  
24 I said why are you charging for two pole lights. And I  
25 went back on the first bill and it had two pole lights



1 too. So it wasn't a new thing. It had been a  
2 continuous thing. And on the very last bill, if you  
3 look, it shows on that bill they admit that they had  
4 been charging for two pole lights since 2009. I mean,  
5 that Wendy that I give you her number, she went over to  
6 Xcel and she told me that we had been charged for two  
7 pole lights since April 20 of 2009 or in that area  
8 because we had the second pole light put up within three  
9 days to a week.

10 Q. So that's how long you determined -- That's  
11 how you determined the ten years?

12 A. Yeah.

13 Q. And I'm going to get back. You didn't answer  
14 my question. I'm going to ask it one more time. When  
15 did you first notice?

16 A. I noticed it the second month. That would  
17 have been in May.

18 Q. May of 2019?

19 A. And then that's when I started haggling them  
20 about it and could not get a straight answer other than  
21 from that Wendy.

22 Q. Okay. Did you receive a copy of Staff's  
23 Report?

24 A. The one about -- I think it's in here.

25 Q. Did you have an opportunity to read it?

1           A.    I don't know if I read it or not.

2                    JUDGE CLARK:  Okay.  Those are all the  
3 questions I have.  Are there any Commissioners on that  
4 have any questions they would like to ask?

5                    COMMISSIONER RUPP:  Hey, Judge, this is  
6 Commissioner Rupp.

7                    JUDGE CLARK:  Go ahead, Commissioner Rupp.  
8 Thank you for joining today.

9                    COMMISSIONER RUPP:  No problem.  Thanks for  
10 conducting a good hearing here.

11                    QUESTIONS BY COMMISSIONER RUPP:

12            Q.    Ma'am, my name is Commissioner Rupp.  I just  
13 have a couple of questions.  So your -- To summarize  
14 your complaint is that the company knows that they made  
15 the mistake of overbilling you and they sent you a check  
16 for 60 months of that overbilling.  And you are  
17 complaining that they should send it for the entire ten  
18 years, not just the last 60 months; is that a correct  
19 statement?

20            A.    That and also for the \$125 of Danny's money  
21 that they kept.

22            Q.    Okay.  That was my next question.  Very good.  
23 Thank you.  I'm confused on Danny -- I'm sorry your  
24 husband passed last year.

25            A.    Danny was my husband.

1           JUDGE CLARK: If you can wait until the  
2 Commissioner has asked their question.

3 BY COMMISSIONER RUPP:

4           Q. Who owns the property where Danny was and the  
5 poles were located?

6           A. Randy -- Danny was considered a legal  
7 squatter. Randy allowed him to do that because Randy is  
8 a big farmer and Danny looked after the farm. He looked  
9 after his farm equipment. And he knew he could trust  
10 Danny to do that. So he allowed Danny to live there for  
11 free.

12          Q. Okay. And the bills from KCP&L/Evergy, they  
13 would come in Danny's name to that address?

14          A. They all came in Danny's name.

15          Q. Okay. And when Danny -- When you received the  
16 check from KCP&L/Evergy, whom is the check made out to?  
17 Is it made out to you or is it to Danny, his estate or  
18 how is that made out?

19          A. It's made out to me. I am Danny's legal wife.  
20 I'm the one who took over the bills.

21          Q. Okay. And you claim that you had to call  
22 Yolanda at the company -- at the utility company three  
23 times stating that there was no second pole. Over a  
24 period of how long were those three phone calls made?

25          A. April, May, June, July, August, 5 months.

1 Q. Okay. And what was the reason for the  
2 multiple calls? After you called the first time, what  
3 were you told from Yolanda?

4 A. She kept telling me that she was sending  
5 somebody out there to find the second pole light, and I  
6 told her there wasn't one out there.

7 Q. And then no one showed up. Is that why you  
8 called back the following month?

9 A. I don't know if they showed up or not because  
10 nobody was living there. The residence, there was  
11 nobody living there. It was just a pole light was  
12 supposed to be out there for the dogs and that was it.

13 Q. So your second call to Yolanda a month or so  
14 later, why did you make that call? Because --

15 A. Because it was still on the bill.

16 Q. It was still on the bill. And then you had to  
17 call a third time, because it was still on the bill; is  
18 that correct?

19 A. That's true.

20 Q. And each time you talked with Yolanda you were  
21 told that they were sending someone out?

22 A. Yes, and then she deleted my address from the  
23 bill. And when I called them and asked them to send me  
24 a bill, they said my name and address did not exist on  
25 that bill.

1           COMMISSIONER RUPP: Okay. Thank you. Judge,  
2 I've got a couple of questions for the company. Do you  
3 want me to wait until they offer any witnesses or do you  
4 want me to go ahead and ask those now or how would you  
5 like me to proceed?

6           JUDGE CLARK: Well, we haven't had a company  
7 witness yet. So would you mind holding on to those for  
8 just a moment.

9           COMMISSIONER RUPP: No problem.

10          JUDGE CLARK: If for whatever reason if you  
11 need to go, if you'll let me know those questions I will  
12 be happy to ask them too. We just haven't got a witness  
13 to ask yet.

14          COMMISSIONER RUPP: No problem. Thank you,  
15 Judge.

16          JUDGE CLARK: Is there -- Based upon the  
17 questions that were asked by myself and the  
18 Commissioner, did you have anything additional that you  
19 wanted to provide as testimony at this time, Ms.  
20 Stinnett?

21          MS. STINNETT: Other than Danny was done badly  
22 and this is all a lot of nonsense. They're a big  
23 company. They really did us wrong. And they're wanting  
24 to get out of what they did. I asked them to only leave  
25 the pole light on, shut off the electricity to the

1 residence. They did not do that. Finally a sheriff  
2 went out there in June or July, and he was the one that  
3 told me it was a fire hazard to have that electricity on  
4 in that residence. And there was nothing in there. I  
5 mean, there was no electricity -- or no stove. There  
6 was no air conditioner. There was nothing to use  
7 electricity. So I was paying for electricity for  
8 nothing. There was nothing in there.

9 JUDGE CLARK: Thank you, Ms. Stinnett.  
10 Mr. Steiner, any recross on behalf of Evergy based upon  
11 Commission questions? Mr. Steiner?

12 MR. STEINER: Can you hear me, Your Honor?

13 JUDGE CLARK: I can hear you now. Any recross  
14 based upon Commission questions?

15 MR. STEINER: I don't believe so. Thank you.

16 JUDGE CLARK: And Ms. Aslin, any recross based  
17 upon Commission questions?

18 MS. ASLIN: No questions.

19 JUDGE CLARK: Thank you. Did you have any  
20 other witnesses you wanted to call, Ms. Stinnett?

21 MS. STINNETT: No. You could call Randy. I  
22 don't have his phone number or anything. He knows there  
23 was nobody living in Danny's home or anything.

24 JUDGE CLARK: Ms. Stinnett, I guess what I  
25 mean is did you bring any other witnesses with you

1 today?

2 MS. STINNETT: No, I didn't bring anybody with  
3 me. I came alone.

4 JUDGE CLARK: Thank you very much. Every  
5 Missouri, you may call your first witness.

6 MR. STEINER: Thanks, Your Honor. We'll call  
7 Alisha Duarte.

8 JUDGE CLARK: Ms. Duarte, would you say and  
9 spell your name for the record?

10 THE WITNESS: Yes, I'm here. Can you hear me?

11 JUDGE CLARK: I can. Would you say and spell  
12 your name for the record?

13 THE WITNESS: Yes. My name is Alisha,  
14 A-l-i-s-h-a, Duarte, D-u-a-r-t-e.

15 JUDGE CLARK: Would you raise your right hand  
16 and be sworn.

17 (Witness sworn.)

18 JUDGE CLARK: Okay. Mr. Steiner, you can  
19 question your witness.

20 MR. STEINER: Thank you.

21 ALISHA DUARTE, being sworn, testified as follows.

22 DIRECT EXAMINATION BY MR. STEINER:

23 Q. Ms. Duarte, where do you work and what's your  
24 position there?

25 A. Yes. I'm a senior customer affairs advisor

1 for Evergy.

2 Q. Did you investigate Ms. Stinnett's complaint?

3 A. Yes, I did.

4 Q. Does her complaint raise a valid claim against  
5 the company?

6 A. No. We found that the company followed its  
7 tariffs and the Commission rules.

8 Q. Would you tell us what happened with the  
9 Stinnett account?

10 A. Yes. Ms. Stinnett contacted the company on  
11 June 26 of 2019 to report that her husband Danny  
12 Stinnett had passed away and she wanted to cancel the  
13 service. Ms. Stinnett also stated that she was being  
14 billed for two area lights. However, there was only one  
15 due to a house fire in 2009, and she requested to be  
16 refunded for the ten years of the charges. The company  
17 then completed a field investigation at Ms. Stinnett's  
18 property and confirmed that there was indeed only one  
19 light, and the company then refunded Ms. Stinnett for  
20 five years worth of charges for that second light in the  
21 amount of \$692.11 which is the maximum amount per  
22 company tariff and Commission rule. But prior to June  
23 26 of 2019, the company was not advised of a billing  
24 issue with the area lights.

25 Q. Was Ms. Stinnett the customer on the account?



1           A.     She was listed as a co-applicant.  However,  
2     Danny Stinnett was the primary customer on the account.  
3     When Ms. Stinnett called the company on June 26, 2019 to  
4     inform that Danny had passed away, that's when she was  
5     made the primary customer.

6           Q.     Was the company ever advised by the customer  
7     that the bill was in error?

8           A.     Our company records showed no indication of  
9     Mr. Stinnett disputing any billing discrepancy.  The  
10    first time that we were made aware of this issue was by  
11    Ms. Stinnett on June 26, 2019.

12          Q.     Thank you.  Is it a customer's responsibility  
13    to review their billing statements for accuracy?

14          A.     Yes, it is.  It's the company's expectation  
15    that customers review their bills every month and  
16    customers may dispute anything with the company that  
17    they feel is incorrect.

18          Q.     And did the company follow its tariffs and  
19    Commission regulations regarding customer refunds for  
20    billing errors?

21          A.     Yes.

22          Q.     What is the company supposed to do regarding  
23    refunds for overcharges?

24          A.     If I may read directly from the company tariff  
25    and also the Commission rule.  First the Commission --

1 I'm sorry. First the company tariff states in Sheet No.  
2 R33.1 in paragraph 5.04 it reads for billing adjustments  
3 that in quotations in the event of an overcharge, an  
4 adjustment shall be made for the entire period that the  
5 overcharge can be shown to have existed not to exceed 60  
6 consecutive monthly billing periods calculated from the  
7 date of discovery, inquiry or actual notification of the  
8 company, whichever was first, and also the Commission  
9 Rule 20 CSR 4240-13.025 states in the event of an  
10 overcharge, an adjustment shall be made for the entire  
11 overcharge period not to exceed 60 consecutive monthly  
12 billing periods.

13 Q. Thank you. Did the company send the  
14 complainant a check for five years worth of charges for  
15 the second area light from the date it was reported that  
16 that second area light did not exist? I think that was  
17 June 26, 2019.

18 A. Yes, yes, we did.

19 Q. What was the amount of the check?

20 A. The check itself, it was in the amount of  
21 \$697.82 which included that \$692.11 plus any other  
22 overpayment credit that was reflected on Ms. Stinnett's  
23 account. That was a difference of \$5.71. And as of the  
24 last update that I received this morning from our  
25 accounting department that check has not been cashed.

1 Q. Do you know if the Commission staff  
2 investigated the complaint and what were the results of  
3 the investigation?

4 A. Yes. Staff did investigate this complaint and  
5 found that the company complied with its tariffs and did  
6 not violate any Commission rule, order or statute.

7 Q. What should the Commission do in this matter?

8 A. The company feels that the Commission should  
9 dismiss this complaint due to the company complying with  
10 the tariffs and the regulations. The company also  
11 attempted to reimburse Ms. Stinnett for five years worth  
12 of the charges for the second light.

13 Q. Okay. We also heard some testimony about a  
14 \$125 credit. Were you aware of any of this when you did  
15 your analysis of the customer's bills?

16 A. No. We researched everything that was a part  
17 of Ms. Stinnett's complaint, and this is the first that  
18 I've heard of that so that I have not researched  
19 anything regarding a credit for \$125.

20 MR. STEINER: Okay. Thank you. That's all I  
21 have.

22 JUDGE CLARK: Ms. Stinnett, do you have any  
23 questions that you would like to ask Evergy's witness?

24 MS. STINNETT: Yes, I do.

25 JUDGE CLARK: I'm going to just let you know

1 this is a time for questions. It's not a time to argue  
2 with witnesses. Okay?

3 MS. STINNETT: I understand, sir.

4 JUDGE CLARK: Okay. Go ahead.

5 CROSS-EXAMINATION BY MS. STINNETT:

6 Q. Number one, didn't I call in April to have the  
7 bill changed over into my name?

8 A. No. Our records show that you were made the  
9 primary customer on June 26 of 2019.

10 Q. No, it was in April. And also if the pole  
11 light was not found -- if it was not found on June 26,  
12 why was the check not written until October 1 of 2019?

13 A. Well, yes, ma'am, that was after all of the  
14 investigation had been completed. That was the field  
15 investigation and also the informal investigation with  
16 the Public Service Commission. Once those were  
17 completed, that's when your refund was issued.

18 Q. So it took, okay, we'll say July, August,  
19 September, October, took four months?

20 A. No, ma'am. I received your complaint from the  
21 Commission I believe in early August of 2019.

22 MS. STINNETT: Okay. Thank you.

23 JUDGE CLARK: Ms. Stinnett, do you have any  
24 other questions for this witness?

25 MS. STINNETT: No, thank you.

1 JUDGE CLARK: I'm sorry. I apologize. I  
2 always forget is it Aslin or Aslin?

3 MS. ASLIN: Aslin.

4 JUDGE CLARK: Thank you so much. Ms. Aslin,  
5 do you have any questions for this witness?

6 MS. ASLIN: No, no questions.

7 JUDGE CLARK: Commissioner Rupp, you had  
8 indicated that you had some questions for Everygy  
9 Missouri's witness.

10 COMMISSIONER RUPP: Yes, I did. Thank you  
11 very much, Judge.

12 QUESTIONS BY COMMISSIONER RUPP:

13 Q. I guess my question is the complainant called  
14 to report the death you're saying was in June 26 of  
15 2019?

16 A. Yes, sir.

17 Q. Okay. And at that time she raised the  
18 question over the non-existence of the second pole  
19 light?

20 A. Yes, sir, that's correct.

21 Q. And when did Everygy send someone out to the  
22 property to determine if that was the case?

23 A. I don't have the exact date, but I do know  
24 that it was confirmed following my informal  
25 investigation following the complaint received from the

1 Public Service Commission.

2 Q. And the complaint was received in August?

3 A. That's correct.

4 Q. So would it be safe to say the company did not  
5 send someone out between either June to July; you sent  
6 someone out after you received the complaint?

7 A. That's correct.

8 Q. Go ahead. I'm sorry.

9 A. No, go ahead. I'm sorry.

10 JUDGE CLARK: I'm going to instruct the  
11 witness to answer the question, please.

12 THE WITNESS: I can confirm that we went out  
13 there following my investigation. I cannot confirm if  
14 we went out there before.

15 JUDGE CLARK: And I think, and correct me if  
16 I'm wrong, Commissioner Rupp, your question was did they  
17 send somebody out after the formal complaint was made or  
18 before?

19 COMMISSIONER RUPP: Correct.

20 JUDGE CLARK: Can you answer that question,  
21 please?

22 THE WITNESS: Yes, sir. It would have been  
23 before the formal complaint. Mainly because my  
24 investigation was during the informal process.

25 JUDGE CLARK: Thank you.

1 BY COMMISSIONER RUPP:

2 Q. So when you were forming your informal process  
3 investigation, you uncovered that an Evergy employee had  
4 already went out to the property and determined that  
5 there was not a second pole; is that correct?

6 A. Prior to my investigation, no, I cannot  
7 confirm if someone went out there before.

8 Q. That contradicts your previous statement.

9 A. I'm want to make sure I'm understanding the  
10 question correctly.

11 Q. The question is, prior to the formal complaint  
12 being filed, did Evergy send anyone out to the property  
13 to inspect if there was a second pole?

14 A. Yes, sir, we did. I apologize. I'm confusing  
15 the formal with my informal process. I apologize.

16 Q. And how can you determine that because earlier  
17 you stated that you did not know when they went out.

18 A. I don't have the exact date; but when I  
19 received the informal complaint from the Commission  
20 staff on August 6 of 2019 and at that point is when I  
21 began corresponding with all of the field correspondence  
22 team, and I cannot confirm the exact date that we  
23 confirmed at Ms. Stinnett's property she, in fact, only  
24 had one pole or one light.

25 Q. You're stating that it happened prior to

1 August 6?

2 A. Not prior to, no, sir. August 6 is the date  
3 that started my informal investigation.

4 Q. And that's why I'm confused because you say  
5 that before you started your investigation that you  
6 haven't inspected it, but then you say in another  
7 question no, no one had inspected it prior to you  
8 getting involved in the informal complaint. So I'm  
9 really struggling to try to figure out when Evergy went  
10 out and inspected the property.

11 A. If I may have a quick second to review the  
12 account and see if I can pinpoint the date.

13 Q. That would be fine.

14 A. Okay. Okay. I am reviewing my informal  
15 investigation, and the date that I have that we had a  
16 planner on site at Ms. Stinnett's property was August 19  
17 of 2019.

18 Q. Okay. Thank you. I appreciate that. So --

19 A. Sorry for the confusion.

20 Q. No problem. Then my question will be, after  
21 the complainant called in and stated with customer  
22 service that she was being incorrectly charged and  
23 according to the customer was told repeatedly they were  
24 sending someone out, did the company not send someone  
25 out until after the informal complaint process was



1 started?

2 A. And I am reviewing Ms. Stinnett's timeline as  
3 well. Okay. To make sure that I do include the  
4 question properly, can you repeat that for me, please?

5 Q. I am asking why when the customer had reported  
6 to the company on June 26, 2019 that she was being  
7 overcharged for a second pole and according to the  
8 customer's testimony had requested three times that  
9 someone come out to the property that no one from the  
10 company was dispatched to the property until after the  
11 formal complaint was filed and you sent someone out in  
12 August?

13 A. Our records do not show that Ms. Stinnett  
14 inquired about that three times. And I cannot answer as  
15 why that it took so long. I'm not an expert in the  
16 field of operations as far as their workload in the time  
17 frame.

18 Q. What is the standard operating procedure for  
19 when a complaint is made to the company and an  
20 inspection of the property is needed? What's the  
21 standard operating procedure on the timeline under which  
22 someone is dispatched?

23 A. Well, when an informal complaint is received  
24 from staff, we're normally given a timeline to complete  
25 our investigation which we try to --

1 JUDGE CLARK: Everybody stop for a second.  
2 I'm sorry. You're breaking up there. Would you go back  
3 just a little bit and restart your testimony in answer  
4 to his question?

5 THE WITNESS: Can you hear me?

6 JUDGE CLARK: I can. Go ahead.

7 THE WITNESS: Yes. Okay. I was explaining  
8 that when we receive informal complaints from Commission  
9 staff they're normally assigned a timeline or a date, a  
10 deadline if you will, that we have to do all of our  
11 investigation and that's what we adhere to that date.  
12 And so my primary responsibility is to work with all of  
13 the internal departments to collect -- time frame. For  
14 Ms. Stinnett's complaint, her deadline was August 30 of  
15 2019 to have all the information compiled and returned  
16 back to staff to review.

17 BY COMMISSIONER RUPP:

18 Q. Okay. That is after a person files a  
19 complaint with the Commission. My question now is when  
20 a customer calls in to customer service and makes a  
21 complaint that requires the inspection of the property,  
22 what is the standard operating procedure for the company  
23 to dispatch someone to that property?

24 A. Unfortunately I cannot speak to the protocol  
25 in customer service as I am in a different department.

1 I work in customer affairs. And so unfortunately I  
2 can't answer what their protocol is for escalations or  
3 complaints.

4 Q. Okay. Do you have any records that the  
5 customer spoke with Yolanda with her identification  
6 number provided by the customer during the time frame of  
7 which the customer has testified?

8 A. I'm so sorry. You were breaking up on my end.  
9 Can you repeat that, please?

10 Q. Sure. According to your records, do you have  
11 any evidence that the customer conversed with Yolanda  
12 anytime during the time frame mentioned in her  
13 testimony?

14 A. I do apologize. I am -- It is still breaking  
15 up. I only heard every other word. I did hear Yolanda,  
16 but I did not hear the full question.

17 JUDGE CLARK: Commissioner Rupp, do you mind  
18 if I rephrase?

19 COMMISSIONER RUPP: Please, will you.

20 JUDGE CLARK: Yes. The question being asked,  
21 and I'm going to make it a two-part question is, you  
22 have -- first of all, do you have a customer service  
23 agent personnel by the name of Wendy with the ID number  
24 of 3704?

25 THE WITNESS: I apologize. I am so sorry.

1 It's really broken up.

2 JUDGE CLARK: Are you connected to this via  
3 your computer or via telephone?

4 THE WITNESS: On my computer.

5 JUDGE CLARK: Okay. If possible, I'm going to  
6 ask you to reconnect with us on the telephone. I think  
7 it's a little easier for everybody to hear.

8 THE WITNESS: Sure. Yes, I can do that.

9 JUDGE CLARK: Do you have that number or do  
10 you need it? Hello? While she's logged off, we're  
11 going to wait just a second for her to log back in and  
12 see if we can get your question answered, Commissioner  
13 Rupp.

14 MS. STINNETT: Can I ask you a question? On  
15 that second bill --

16 JUDGE CLARK: Please speak into the  
17 microphone, Ms. Stinnett.

18 MS. STINNETT: On that second bill from KCP&L,  
19 can you look on May and see if it's in my name?

20 JUDGE CLARK: That's evidence you've already  
21 submitted. If it's in your name, I can look there. If  
22 you would like to take your bills back for a second to  
23 check for yourself, you're welcome to do so.

24 MS. STINNETT: Could I please do that?

25 JUDGE CLARK: Yes.

1 MS. STINNETT: Thank you.

2 JUDGE CLARK: I apologize for the delay. I  
3 just want to be sure that everybody gets an opportunity  
4 to hear and question this witness. Is the company's  
5 witness back? Hello? Is the witness for Evergy  
6 Missouri back on the line? Mr. Steiner, I'm getting  
7 some feedback. If you're not actually testifying or  
8 answering a question of mine right now, please mute your  
9 microphone. Mr. Steiner, do you mind if I skip over  
10 your witness and we'll return to your witness when  
11 they're available?

12 MR. STEINER: That's fine. I thought she was  
13 signing back on, but I don't see her. Alisha, are you  
14 on? That's fine, Judge. I don't know what happened.

15 JUDGE CLARK: Okay. Well, we were in the  
16 process of answering Commission questions. So we'll  
17 pick up there with this witness when this witness is  
18 available again. For right now I'm going to go on to  
19 staff. Staff, if you would call your first witness.

20 MS. ASLIN: Staff calls Tammy Huber.

21 JUDGE CLARK: Ms. Huber, would you please  
22 state and spell your name for the record?

23 THE WITNESS: Hello.

24 JUDGE CLARK: Whom is this?

25 THE WITNESS: This is Alisha Duarte with

1 Everygy.

2 JUDGE CLARK: Okay. Since we have Ms. Duarte  
3 back on, I'm going to go ahead and go back to completing  
4 the questions with her. So why don't we go back to  
5 where we left off with Commissioner Rupp's question  
6 which I believe I was rephrasing. I guess the first  
7 part of that question is, do you have a customer service  
8 rep, and I'm going to remind you you're still under  
9 oath, do you have a customer service representative  
10 named Wendy with the ID number 3704?

11 THE WITNESS: That I am not aware of.

12 JUDGE CLARK: Do you have any way of -- Okay.  
13 Are you aware of a customer service representative by  
14 the name of Yolanda?

15 THE WITNESS: Yes.

16 JUDGE CLARK: And do you have any record of  
17 Yolanda speaking with the complainant in this case, Ms.  
18 Stinnett, about her complaint?

19 THE WITNESS: Yes, I do show in my record that  
20 Ms. Stinnett spoke with Yolanda on August 6 of 2019.

21 JUDGE CLARK: Do you have a summary of what  
22 that conversation was about?

23 THE WITNESS: Unfortunately I do not have a  
24 summary. As part of Mrs. Stinnett's investigation, a  
25 complaint about Yolanda was not included. So I have not

1 prepared a summary before today, no.

2 JUDGE CLARK: When you started your  
3 investigation, were you aware of that contact with  
4 Yolanda?

5 THE WITNESS: Yes, as it is part of the -- It  
6 shows on the customer note on her account that she did  
7 speak with Yolanda on that day.

8 JUDGE CLARK: Commissioner Rupp, does that  
9 answer your question?

10 COMMISSIONER RUPP: Yes.

11 BY COMMISSIONER RUPP:

12 Q. I just wanted confirm that in the call records  
13 through Yolanda the only interaction with the customer  
14 according to your records is on August 6, 2019?

15 A. I can confirm that.

16 Q. Can you confirm any prior communication  
17 between Yolanda and the customer?

18 A. I am looking at that now to confirm. There is  
19 no record indicating that Ms. Stinnett spoke to Yolanda  
20 prior to August 6, no.

21 Q. Okay. I'll move on from that to what is the  
22 standard operating procedure when someone passes away  
23 and there is a bill credit? What does the company  
24 policy say to do?

25 A. Unfortunately I cannot answer that question as

1 that is generally handled in our credit and collections  
2 department and I am not aware of their process.

3 Q. So you're unaware if checks are made out to  
4 the person's estate, to their next of kin, to someone  
5 else listed on the bill, you don't know what the policy  
6 is in that instance?

7 A. Right. Yes, sir, I am not aware of that.

8 Q. Okay. I was a little unclear and I don't have  
9 the complaint statement in front of me. Did the  
10 customer bring up the \$125 bill credit in the complaint?

11 A. No, she did not.

12 Q. That's where she stated it was under section 5  
13 of the company did not provide information, I believe,  
14 but according to the document you did not see a specific  
15 issue raised about a bill credit on this complaint?

16 A. No, sir.

17 COMMISSIONER RUPP: Judge, I believe that's  
18 all the questions I had for this witness. Thank you.

19 JUDGE CLARK: Thank you, Commissioner Rupp.  
20 Any other Commission questions?

21 COMMISSIONER COLEMAN: None from me.

22 JUDGE CLARK: Thank you, Commissioner Coleman.  
23 Thank you for joining us today.

24 QUESTIONS BY JUDGE CLARK:

25 Q. Do you have access to Danny Stinnett's billing



1 records?

2 A. Yes, I do.

3 Q. For the billing date of April 10, 2019, does  
4 it show a \$125.12 credit?

5 A. I can check that for you. I'm sorry. What  
6 was that date once again?

7 Q. The billing date is April 10 of 2019.

8 A. Okay. I will check our records. Okay. Yes,  
9 sir, I do have the billing statement pulled up dated  
10 April 10, 2019. It does show the ending credit balance  
11 for that statement for 125.12 is the amount.

12 Q. Was that amount transferred over to Ms.  
13 Stinnett's billings?

14 A. Ms. Stinnett was -- If you notice at the  
15 bottom of that statement, it shows that Patricia  
16 Stinnett is also a responsible customer listed on that  
17 account; and so at the time that she was made  
18 responsible or made the primary customer, Danny  
19 Stinnett's name was then removed and Ms. Stinnett's name  
20 was then made primary and so that would have been the  
21 same account.

22 Q. What happened with that \$125.12 credit? Was  
23 that applied to future billings?

24 A. That's correct, yes, sir, that would have  
25 continued to accumulate. And if you'd like, I can check

1 whatever her credit balance statement was up to June 26  
2 when she contacted the company.

3 MR. STEINER: Alisha, did you hear the Judge  
4 wants you to check that?

5 THE WITNESS: Yes.

6 MR. STEINER: Thank you, sorry.

7 JUDGE CLARK: No, I appreciate it,  
8 Mr. Steiner. While the witness is looking up that  
9 information, I'm going to go ahead and say that it's my  
10 intention right now, given how long we've gone on, to  
11 try and finish this witness and then I believe we will  
12 take a break. I believe the court reporter could  
13 probably use a break. I certainly could. But I'd like  
14 to finish up this witness first.

15 THE WITNESS: Thank you so much for your  
16 patience. I do have Ms. Stinnett's following billing  
17 cycles for May and June pulled up. Her May 10 of 2019  
18 statement reflected an amount due of \$14.75. She had  
19 utility charges that was applied to the account in the  
20 amount of \$51.49. And let's see here. It also shows  
21 that Ms. Stinnett enrolled on a budget billing plan.

22 BY JUDGE CLARK:

23 Q. I guess my question is, was the \$125 applied  
24 on future bills to outstanding amounts that she owed?

25 A. Yes, sir.

1 Q. And what bill was that applied on?

2 A. That would have been applied to her following  
3 bill.

4 Q. Why is budget billing relevant?

5 A. I was just stating everything that reflects on  
6 that current bill for May.

7 Q. So just to reiterate, the \$125 was used to pay  
8 Ms. Stinnett's charges on future bills?

9 A. Correct, yes, sir.

10 Q. That amount has currently been used up,  
11 correct?

12 A. Yes.

13 Q. I've got a few questions. Some of them are  
14 based upon staff's reports, subjects we haven't covered  
15 yet. Some of them are going to seem more basic.  
16 There's stuff that I wanted to know. Why is this --  
17 Obviously you sent her a check so obviously there was --  
18 the company agreed that this was an overcharge. Why was  
19 this second pole that they were being billed for an  
20 overcharge?

21 A. Well, as we confirmed that the charge was not  
22 there, she was being charged for a service that did not  
23 exist. So I believe that's how our billing department  
24 recorded that as an overcharge. They were paying for a  
25 service that was not there.

1 Q. What is a contractual services agreement?

2 A. I'm sorry. I do not have that information.

3 Q. Do you know if the -- Was the pole owned by  
4 the customer or leased or owned by KCP&L? How was it  
5 done?

6 A. I do not have that information at all if it  
7 was a company owned pole or a customer owned pole.

8 Q. When did Evergy first become aware the pole  
9 was lost in a fire?

10 A. We do have confirmation in our customer notes  
11 as of April 21 of 2009 that there was a house fire where  
12 the pole in service was burnt up.

13 Q. When was the account transferred to Ms.  
14 Stinnett's name?

15 A. It was placed in Ms. Stinnett's name as  
16 primary customer on June 26 of 2019.

17 Q. And when was the account originally opened in  
18 Mr. Stinnett's name?

19 A. I can confirm that. The date that I have as  
20 of right now is after the house fire when it was turned  
21 back on in Mr. Stinnett's name and that date was June 1,  
22 2009.

23 Q. So you don't have records for an account for  
24 him at that location prior to that?

25 A. Not as of right now, no, sir.

1 Q. Did all the bills sent to Mr. Stinnett over  
2 this ten-year period of time contain on it two separate  
3 charges for the two separate poles?

4 A. Yes.

5 Q. And were these poles individually metered or  
6 do you know?

7 A. They were not metered. I believe that they  
8 were normally a fixed price or charge for the lights,  
9 but they were listed separately on the bill.

10 Q. So it's not a per usage price; it's a fixed  
11 price?

12 A. Yes.

13 Q. So there was nobody out there with any  
14 regularity reading meters or verifying that the poles  
15 were still present?

16 A. No, sir.

17 JUDGE CLARK: Those are all the questions I  
18 have. Based upon questions I've asked, Ms. Stinnett, do  
19 you have any questions, or the Commission has asked, do  
20 you have any questions for this witness?

21 MS. STINNETT: Yes, sir, I do.

22 FURTHER CROSS-EXAMINATION BY MS. STINNETT:

23 Q. Ma'am, doesn't Danny Stinnett's KCP&L bill go  
24 back to 1992 at 30391 Holt 150, Maitland, Missouri?

25 A. I cannot confirm that date as our company

1 records. I'm only able to trace that back to 2006.

2 MS. STINNETT: Well, he moved there in 1992  
3 and has lived there until his death April 6 of 2019 and  
4 he had had electricity with KCP&L.

5 JUDGE CLARK: Those are all statements, Ms.  
6 Stinnett. Do you have a question for this witness?

7 THE WITNESS: She needs to look it up.

8 JUDGE CLARK: That's also a statement.

9 Mr. Steiner, do you have any questions based upon  
10 Commission questions for this witness?

11 MR. STEINER: Yes, Your Honor.

12 REDIRECT EXAMINATION BY MR. STEINER:

13 Q. Ms. Duarte, do you recall speaking with the  
14 Judge about when the company knew the pole was down and  
15 I think you said it was April 21, 2009?

16 A. Yes, sir, I did answer that question.

17 Q. Do you have any indication that the company  
18 knew the billing was wrong at that time?

19 A. No.

20 Q. And do you have any indication that the  
21 customer let the company know the billing was wrong  
22 before June of 2019?

23 A. No, there were no bills received, not in our  
24 records.

25 Q. When the account was first set up, was Ms.

1 Stinnett listed as a customer as well?

2 A. She was listed as a co-applicant. I do not  
3 have the exact date of when she was added, but she was  
4 listed on the account along with Mr. Stinnett.

5 Q. What does that mean listed on the account?

6 A. Well, generally when a customer contacts us to  
7 start new service they add any additional residence on  
8 the account due to the benefit of use for electricity.

9 MR. STEINER: That's all I have. Thank you.

10 JUDGE CLARK: Ms. Aslin, do you have any  
11 questions for this witness based upon Commission  
12 questions?

13 MS. ASLIN: No questions.

14 JUDGE CLARK: Everyg, do you have any other  
15 witnesses to call at this time?

16 MR. STEINER: No, we do not.

17 JUDGE CLARK: Okay. Staff, you may call your  
18 first witness.

19 MS. ASLIN: Call Tammy Huber.

20 JUDGE CLARK: Ms. Huber, would you state and  
21 spell your name for the court reporter?

22 THE WITNESS: Yes. It's Tammy, T-a-m-m-y,  
23 Huber, H-u-b-e-r.

24 JUDGE CLARK: And would you raise your right  
25 hand to be sworn?

1 (Witness sworn.)

2 JUDGE CLARK: Go ahead, Ms. Aslin.

3 TAMMY HUBER, being sworn, testified as follows:

4 DIRECT EXAMINATION BY MS. ASLIN:

5 Q. Ms. Huber, by whom are you employed and in  
6 what capacity?

7 A. I am a senior research data analyst for the  
8 Missouri Public Service Commission in the customer  
9 experience department.

10 Q. And did you contribute to the Staff Report in  
11 this case as Exhibit 201 both Public and Confidential?

12 A. Yes, I did.

13 Q. And do you have any changes or corrections to  
14 that Staff Report?

15 A. Just page 1 of the report. At the time of  
16 filing, my title was a Utility Policy Analyst II and as  
17 of July 1 of 2020 our titles were all changed.

18 Q. And other than your title change, is the  
19 information contained in that report true and correct to  
20 the best of your knowledge and belief?

21 A. It is.

22 MS. ASLIN: So I would move for the admission  
23 of Exhibit 201 Public and Confidential and tender the  
24 witness for cross.

25 JUDGE CLARK: Any objections to admitting



1 Staff's Report onto the hearing record? Ms. Stinnett?

2 MS. STINNETT: No objection.

3 JUDGE CLARK: Mr. Steiner?

4 MR. STEINER: No objection.

5 JUDGE CLARK: Ms. Aslin, I'm going to admit  
6 Staff's Report onto the hearing record as Exhibit 101.

7 (STAFF'S EXHIBIT 101 WAS RECEIVED INTO  
8 EVIDENCE AND MADE A PART OF THIS RECORD.)

9 JUDGE CLARK: Ms. Stinnett, did you have any  
10 questions you wanted to ask staff witness? You're  
11 shaking your head. Is that a no?

12 MS. STINNETT: Not at this time.

13 JUDGE CLARK: Mr. Steiner, did you have any  
14 questions you wanted to ask this witness?

15 MR. STEINER: Yes.

16 CROSS-EXAMINATION BY MR. STEINER:

17 Q. Ms. Huber, were you aware of the \$125 credit  
18 issue that complainant brought up today?

19 A. No, I was not aware of that \$125 credit issue  
20 at the time of investigating the formal complaint.

21 Q. Thank you. So it's not found on the complaint  
22 itself; is that correct?

23 A. That is correct.

24 MR. STEINER: I don't have any other  
25 questions, Judge.

1 JUDGE CLARK: Any questions from  
2 Commissioners? Okay. I hear none. I don't know who  
3 has their mike on. If you're not testifying, please  
4 turn your mike off or mute it.

5 QUESTIONS BY JUDGE CLARK:

6 Q. I'm going to start where I left off actually  
7 with Evergy's witness. They indicated that they had no  
8 knowledge of this. This is mentioned in Staff's Report.  
9 You may be the person to ask about this, Ms. Huber.  
10 What is a contractual services agreement?

11 A. Can you tell me where in the report that was  
12 discussed?

13 Q. Give me just a moment. I'll have to look and  
14 see. It is -- If you'll look under the informal  
15 complaint in the second paragraph on the fourth line, it  
16 starts in addition there was a contractual services  
17 agreement entered into for the area lighting and CFD  
18 noted and the Missouri Public Service Commission does  
19 not have jurisdiction over the contractual agreement  
20 terms.

21 A. I mentioned that in this report because I was  
22 just talking a little bit about the informal complaint  
23 which I had no part in the informal investigation. I  
24 was only looking at the formal complaint. But as far as  
25 my understanding, there was supposed -- on private area

1 lighting there's supposed to be some type of contract  
2 that's signed, but I do not know any of the details  
3 about those contracts and what they entail.

4 Q. Do you have any information regarding whether  
5 this -- either of these pole lights were covered under  
6 such contractual agreement?

7 A. It was to my understanding just from reading  
8 over the informal that there was a contract on those  
9 lights, but to my knowledge I don't know which one, if  
10 it was the first one, the second one or both.

11 Q. Now, I know it indicates in the report that  
12 the terms of a contractual services agreement are not in  
13 the Commission's jurisdiction to interpret. Is it  
14 within the Commission's jurisdiction to enforce the  
15 terms of a contractual services agreement?

16 A. I do not know.

17 Q. Would the terms of a contractual services  
18 agreement, would those be governed by Evergy's tariff?

19 A. I really don't know anything about the  
20 contract service agreements. I look at more customer  
21 serving and billing. This part of the report was just a  
22 little history on what the informal complaint entailed.  
23 So I'm sorry. I don't know anything about that service  
24 agreement.

25 Q. So you did not look at the services agreement?

1           A.    I did not, no.

2           Q.    It's entirely possible the services agreement  
3 could cover these, one or more of these poles?

4           A.    That is correct, to the best of my  
5 understanding.

6           Q.    Could the terms of these service agreements  
7 set out alternative methods by which the service would  
8 be valued?

9           A.    Could you repeat that, please?

10          Q.    I'm not sure I'm being real clear.  Give me  
11 just a second to rephrase.  Could the terms of a  
12 contractual service agreement differ from rates  
13 allowable under the tariff?

14          A.    I do not know.  I review for what is allowed  
15 in the tariffs and look at the billing statements and  
16 the customer service issues.  When I put this in the  
17 report, this was just a summary of the informal  
18 complaint and what was told at that point before it  
19 became a formal complaint.  So I don't have -- I'm  
20 sorry?

21          Q.    I understand that you didn't look at the  
22 services agreement and that essentially in Staff's  
23 Report it's background.  Was there a reason that you  
24 chose not to look at the service agreement?

25          A.    I just -- I don't have any knowledge about

1 contracts and that was usually between the company and  
2 the customer. And I wouldn't know. I don't know the  
3 policy if it's void once someone is deceased or how  
4 those worked. I'm not familiar with contract law.

5 Q. Fair enough. Now, this 60 billing period  
6 rule, that exists both in the company's tariff sheet  
7 R-33.1 and the Commission's rule?

8 A. That is correct.

9 JUDGE CLARK: Nobody has asked at this time.  
10 I'm going to go ahead and take administrative notice of  
11 the company's of KCP&L's Greater Missouri Operations  
12 Company PSC No. 1 Original Sheet R-33.1 for the purposes  
13 of this hearing.

14 BY JUDGE CLARK:

15 Q. Now, I'm going to ask you the same question I  
16 asked. I guess what I'm getting to in regards to when I  
17 asked this question to Evergy, how was this an  
18 overcharge as opposed to being charged for completely  
19 separate service because these are two different poles?

20 A. I reviewed all the information in the billing  
21 statements looking at billing statements and the  
22 separate charges. I look at it as an overcharge. As  
23 far as the actual definition of service or overcharge,  
24 I'm not familiar with that. This fell under Chapter 13  
25 because of the billing and it was a charge that wasn't

1 billed on the bill -- or I'm sorry, was double billed on  
2 the bill.

3 Q. Under both the rule and the company's tariff,  
4 the maximum that they are allowed to do a billing  
5 adjustment back for is 60 consecutive billing periods;  
6 is that correct?

7 A. That's correct. In the undercharge, but in  
8 the event of an overcharge it would only be 12 months.

9 Q. That was kind of my next question. So the  
10 company is liable back to around five years if they  
11 overcharge a customer from the date of discovery or I  
12 believe it said in there from discovery, inquiry, actual  
13 notification of the company, whichever is first, and I  
14 assume that if a customer is undercharged the company  
15 can only go back for those 12 billing periods?

16 A. That is correct.

17 JUDGE CLARK: I have no more questions in  
18 regard to that. Ms. Stinnett, do you have any questions  
19 for this witness based upon Commission questions?

20 MS. STINNETT: Yes, I do.

21 MS. STINNETT: When the bill was put in my  
22 name and they finally got my social security number  
23 straight, they went back on me for 13 years to see  
24 whether or not I owed a KCP&L bill which I did not. 13  
25 years but they only want to reimburse me for five.

1 JUDGE CLARK: Is there a question in that, Ms.  
2 Stinnett?

3 MS. STINNETT: I want to know why they could  
4 go back 13 years on a customer for a bill but they can  
5 only reimburse you five when they made a horrible  
6 mistake.

7 JUDGE CLARK: I guess I'm not understanding  
8 you. Who did they go back on 13 years?

9 MS. STINNETT: They went back on me for 13  
10 years -- the bill on my social security number. They  
11 checked on me for 13 years to see if I owed them an old  
12 bill.

13 JUDGE CLARK: Okay. They checked. Is there  
14 any indication they charged you back 13 years?

15 MS. STINNETT: I had no old bill for them to  
16 charge me for.

17 JUDGE CLARK: So you're not alleging that  
18 anybody charged you for anything 13 years back?

19 MS. STINNETT: No, but they went back 13 years  
20 to try to find one.

21 JUDGE CLARK: What's your question for this  
22 witness?

23 MS. STINNETT: Is why do you go back so far on  
24 a customer when you're only willing to pay five years  
25 for an overcharge when it goes back farther than that

1 when it's your mistake?

2 JUDGE CLARK: I'm going to stop you on that  
3 question simply because this is not a company witness  
4 that you're asking a why question. You're asking a why  
5 does the company do this question of a witness that is  
6 not a company witness. I don't believe this witness can  
7 answer that question. I will ask this witness. Ms.  
8 Huber, is that a question you're capable of answering?

9 THE WITNESS: No, it is not.

10 JUDGE CLARK: Did you have any other questions  
11 for this witness?

12 MS. STINNETT: No.

13 JUDGE CLARK: I'm not trying to stifle you  
14 from asking questions. I certainly want you to.

15 MS. STINNETT: I understand. I'm not a  
16 lawyer. I do not do things quite right but I do the  
17 best.

18 JUDGE CLARK: We're certainly here to help  
19 you. If you have a question that you want to ask, I  
20 certainly want to see that you get it answered.  
21 Mr. Steiner, do you have any questions for this witness  
22 based upon Commission questions?

23 MR. STEINER: No, thank you.

24 JUDGE CLARK: Ms. Aslin, any follow up based  
25 on Commission questions?



1 MS. ASLIN: No questions.

2 JUDGE CLARK: Okay. I know I said I was going  
3 to take a break after our previous witness. I can  
4 either take a break at this point. Would people like to  
5 take about 15 minutes?

6 MS. STINNETT: Please.

7 JUDGE CLARK: I'm hearing from a witness that  
8 they would like to take a break. It is now 12:00. Do  
9 the parties -- I'll just get input from the parties.  
10 Does anybody want to take a lunch break now? Mr.  
11 Steiner?

12 MR. STEINER: No, Your Honor. I mean, I think  
13 all we have left is closing. If the complainant is  
14 willing, I'll waive closing and we can just be done.

15 JUDGE CLARK: Well, the complainant has  
16 indicated that she would like to take a break at this  
17 point. If we're not going to take a lunch break, why  
18 don't we just take about 15 minutes and allow everybody  
19 to regroup here. It is now 12:01. Why don't we come  
20 back at 12:15.

21 MS. STINNETT: That would be great for me.

22 MR. STEINER: That sounds great. Thank you.

23 JUDGE CLARK: We'll be in recess until then.  
24 Thank you. We're off the record until then.

25 (Off the record.)

1 JUDGE CLARK: All right. If everybody is  
2 back, we will go back on the record now. It is now  
3 12:15. Our brief recess is over. As a brief  
4 housekeeping matter, I'm going to correct I had entered  
5 Staff's Report onto the record as Exhibit 101. I would  
6 like to correct that and state that it is actually  
7 Exhibit 201 as Staff's Report. So it will be admitted  
8 onto the record as 201.

9 (STAFF'S EXHIBIT 201 WAS RECEIVED INTO  
10 EVIDENCE AND MADE A PART OF THIS RECORD.)

11 JUDGE CLARK: I think I left off there were no  
12 further questions for this witness; is that correct, Ms.  
13 Aslin?

14 MS. ASLIN: That's correct.

15 JUDGE CLARK: Does staff have any other  
16 witnesses?

17 MS. ASLIN: No.

18 JUDGE CLARK: Mr. Steiner, I know you're not a  
19 witness. So I'm not asking you anything in regard to  
20 being a witness. It was mentioned in Staff's Report,  
21 and I've heard a lot, I actually have a lot of questions  
22 about this contractual services agreement. Do you know  
23 if it covers the lighting on that property?

24 MR. STEINER: We do not, Judge. If you'd  
25 like, I can see if there was such a contractual services

1 agreement and enter it as a late-filed exhibit. I'm  
2 completely in the dark about it.

3 JUDGE CLARK: Well, that was getting to  
4 exactly what I was going for. If you would do that, I  
5 would very much appreciate that. If you would look into  
6 that and see if the contractual services agreement does  
7 cover the lighting, I would like to see it as a  
8 late-filed exhibit for the Commission to consider.

9 MR. STEINER: Yes, Judge. I'll do that. I  
10 don't know if such an agreement existed or if we even  
11 have it, but I will do my best to figure that out. If  
12 there is one, I will file it as a late-filed exhibit.  
13 If there isn't one, do I file a late-filed exhibit  
14 saying there is not one or how would you like to handle  
15 that?

16 JUDGE CLARK: I think that would be  
17 appropriate. If you just want to file a statement  
18 indicating that you looked into the contractual services  
19 agreement at the request of the Judge and that none  
20 exists covering the lighting for that property.

21 MR. STEINER: All right. I will do that,  
22 Judge. What is your time frame?

23 JUDGE CLARK: Here's what I was going to do.  
24 I was going to give the parties, because Ms. Stinnett  
25 brought her exhibits today, I was going to give the

1 parties until next Friday the 23rd to object to any of  
2 those, to file written objections to those exhibits.  
3 So if it would be possible, is Friday the 16th this week  
4 too early or would you like an additional week?

5 MR. STEINER: I think how about Monday?

6 JUDGE CLARK: That sounds good. Why don't we  
7 do Monday the 19th for any late-filed exhibit regarding  
8 the contractual services agreement or statement that  
9 there isn't one and then I will allow until the 26th for  
10 the other parties to object to that.

11 MR. STEINER: Thank you, Judge.

12 JUDGE CLARK: Thank you very much,  
13 Mr. Steiner. I appreciate you volunteering to provide  
14 that information. Okay. Do any parties have any other  
15 witnesses or evidence that they would like to present to  
16 the Commission at this time? Mr. Steiner?

17 MR. STEINER: No, Your Honor.

18 JUDGE CLARK: Staff?

19 MS. ASLIN: No, Judge.

20 JUDGE CLARK: Ms. Stinnett?

21 MS. STINNETT: No, sir. Can I ask one  
22 question?

23 JUDGE CLARK: Go ahead.

24 MS. STINNETT: What is a contractual  
25 agreement?

1 JUDGE CLARK: Please lean into your  
2 microphone.

3 MS. STINNETT: What's a contractual agreement?

4 JUDGE CLARK: That's a good question. The  
5 answer is I don't know, but it was mentioned in Staff's  
6 Report as being something in regard to the property. So  
7 in regard to doing due diligence, I wanted to know what  
8 it was and if it related to the lighting what the terms  
9 of it were. If one is submitted, you'll have an  
10 opportunity to see it and object to it. Okay?

11 MS. STINNETT: Okay. Thank you.

12 JUDGE CLARK: I'll issue a written order in  
13 regard to all of this so that the parties know what the  
14 timelines are. All right. Since no parties have any  
15 additional evidence to offer, I indicated that I would  
16 allow the parties to make a closing statement, because  
17 this is a pro se complaint and that's just generally  
18 something that I allow the parties to do. Ms. Stinnett,  
19 did you have any closing statement that you wanted to  
20 make?

21 MS. STINNETT: No. I wish to have this  
22 settled as soon as possible. I just want to do right by  
23 Danny. That's what this has all been about. It's not  
24 for me. It's for Danny. I'm sorry because I'm going to  
25 lose it. I'm finished. Thank you everybody so much for

1 everything. I'm sorry this all had to happen.

2 JUDGE CLARK: Ms. Stinnett, you don't have to  
3 be sorry for anything. Customers have rights and it is  
4 your right to file a complaint when you feel you've been  
5 wronged and to have the Commission investigate it.  
6 We're very happy to be here to do that.

7 MS. STINNETT: This is for Danny.

8 JUDGE CLARK: Thank you for your closing  
9 statement. Any closing statement on behalf of Evergy?

10 MR. STEINER: Before I do, Judge, there's no  
11 briefs in this case, correct?

12 JUDGE CLARK: Actually, as you know, Judge  
13 Graham was the original Judge on this case, and I  
14 believe at one point looking back that briefs were  
15 included in the procedural schedule.

16 MR. STEINER: Okay. If there's briefing, I  
17 will waive my closing statement.

18 JUDGE CLARK: Okay. Yes, I anticipate there  
19 is going to be a brief.

20 MR. STEINER: All right. Then I will waive my  
21 closing statement as I'm not very eloquent especially  
22 live.

23 JUDGE CLARK: I appreciate that, Mr. Steiner.  
24 I'll correct what I said. I don't anticipate that  
25 there's going to be a brief. Yes, I'm going to be

1 ordering briefs. Any closing statement from the  
2 Commission Staff?

3 MS. ASLIN: No closing statement from staff.  
4 Thank you.

5 JUDGE CLARK: Okay. Which brings me to  
6 Mr. Steiner knows exactly what my next question is. How  
7 long would the parties like to have for briefs? Given  
8 that I had anticipated or given that I've given the  
9 dates of the 23rd for objections to complainant's  
10 exhibits and the 26th for objections to any contractual  
11 services agreement, I was thinking that the due date for  
12 briefs would be -- is the 11th of November too early or  
13 do you want additional time?

14 MR. STEINER: That's fine with the company.

15 JUDGE CLARK: One at a time, please.  
16 Mr. Steiner?

17 MR. STEINER: The 11th is fine with the  
18 company.

19 JUDGE CLARK: Staff?

20 MS. ASLIN: I was just asking if you wanted to  
21 move it either up or back a day because that's Veteran's  
22 Day?

23 JUDGE CLARK: I did not know that. Thank you.  
24 Yes, why don't we move it until the 12th. So briefs  
25 will be due Thursday, November 12. Any objections? I

1 hear none.

2           Just to explain to you, Ms. Stinnett, briefs  
3 are an opportunity for the parties to provide their  
4 argument to the Commission as to why their side is  
5 correct. If you wish, and I'm not forcing you to do a  
6 brief, because not all unrepresented litigants want to,  
7 but if you do want to file with the Commission a  
8 statement essentially of why you believe your evidence  
9 is correct and why the Commission should find for you  
10 and what the Commission should find, you're welcome to  
11 do that and your deadline will also be that Thursday,  
12 November 12 date.

13           MS. STINNETT: Do you send that down here to  
14 the Public Service Commission?

15           JUDGE CLARK: Contact the Commission staff and  
16 ask them to file it on your behalf.

17           MS. STINNETT: Okay.

18           JUDGE CLARK: Ms. Aslin, do you have any  
19 objection to that?

20           MS. ASLIN: None, Judge.

21           JUDGE CLARK: Just call the Commission staff  
22 and tell them if you have a brief that you would like to  
23 file on your behalf. Also, if you have any questions as  
24 to what a brief is, I'm sure they'll be able to answer  
25 it or you certainly if you have questions in that regard



1 you can contact the Commission in regard to that.

2 MS. STINNETT: Okay. Thank you.

3 JUDGE CLARK: Ms. Bentch, when do you expect  
4 transcripts to be available?

5 THE COURT REPORTER: October 23rd, I think.

6 JUDGE CLARK: That would be plenty of time to  
7 do briefs. Are there any other matters that need to be  
8 addressed before we adjourn from this hearing? Everygy?

9 MR. STEINER: No, Your Honor. Thank you.

10 JUDGE CLARK: Staff?

11 MS. ASLIN: Nothing from Staff. Thank you.

12 JUDGE CLARK: Ms. Stinnett, anything else that  
13 you want the Commission to address?

14 MS. STINNETT: No, thank you. Thank you.

15 JUDGE CLARK: I've already explained when  
16 briefs are due. Hearing nothing else, I'm going to  
17 adjourn this hearing. This evidentiary hearing is  
18 adjourned and we will go off the record. I would like  
19 to thank you all for your participation today. I know  
20 it was a little awkward. These electronic hearings are  
21 always a little difficult because we're juggling both  
22 being here with the masks on in Jefferson City and the  
23 technical aspect of having people communicating via the  
24 hearing over various electronics. Thank you all. I  
25 really appreciate everybody putting the time in today to

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make this hearing work.

MR. STEINER: Thank you, Judge.

(Off the record.)

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