

1 STATE OF MISSOURI
2 PUBLIC SERVICE COMMISSION
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5 TRANSCRIPT OF PROCEEDINGS
6 Hearing
7 November 21, 2005
8 Jefferson City, Missouri
9 Volume 2
10
11 Damon Andersson,)
12 Complainant,)
13 v.) Case No. EC-2005-0398
14 Union Electric Company,)
15 d/b/a AmerenUE,)
16 Respondent.)
17 RONALD D. PRIDGIN, Presiding,
18 REGULATORY LAW JUDGE.
19 CONNIE MURRAY,
20 STEVE GAW,
21 ROBERT M. CLAYTON,
22 LINWARD "LIN" APPLING,
23 COMMISSIONERS.
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26 REPORTED BY:
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28 KELLENE K. FEDDERSEN, CSR, RPR, CCR
29 MIDWEST LITIGATION SERVICES
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FOR: Staff of the Missouri Public
Service Commission.

1 P R O C E E D I N G S

2 JUDGE PRIDGIN: Good morning. We are on
3 the record. This is Case No. EC-2005-0398, Damon
4 Andersson vs. Union Electric Company, doing business as
5 Ameren UE. I am Ron Pridgin. I'm the Regulatory Law
6 Judge assigned to preside over this hearing. It's being
7 held at 10 o'clock in the morning on November 21st, 2005.
8 We are in the Hotel Governor Office Building in Jefferson
9 City, Missouri.

10 I would like to get entries of appearance
11 from the parties or from their counsel, please, beginning
12 with Staff.

13 MR. BERLIN: Your Honor, appearing on
14 behalf of the Staff of the Missouri Public Service
15 Commission is Robert S. Berlin, Post Office Box 360,
16 200 Madison Street, Jefferson City, Missouri 65102.

17 JUDGE PRIDGIN: Mr. Berlin, thank you. On
18 behalf of AmerenUE, please?

19 MR. LOWERY: Good morning. Appearing on
20 behalf of AmerenUE is James Lowery with Smith Lewis, LLP,
21 111 South 9th Street, Columbia, Missouri 65201.

22 JUDGE PRIDGIN: Mr. Lowery, thank you. And
23 Mr. Andersson, would you state your name and address,
24 please, sir.

25 MR. ANDERSSON: Yes. Damon Andersson. I

1 reside at No. 1 El Perro Drive, St. Peters, Missouri
2 63376.

3 JUDGE PRIDGIN: And, Mr. Andersson, you're
4 appearing by telephone today per your request; is that
5 correct, sir?

6 MR. ANDERSSON: Yes.

7 JUDGE PRIDGIN: And is everyone able to
8 hear Mr. Andersson all right? Mr. Andersson, are you able
9 to hear the parties okay and me okay?

10 MR. ANDERSSON: I can hear you very well.
11 The other gentlemen, it's not bad.

12 JUDGE PRIDGIN: If I could just ask counsel
13 to try to speak directly in the microphone for
14 Mr. Andersson's behalf.

15 Let me go over what I understand the issues
16 to be, and if I'm not mistaken, Mr. Andersson's complaint
17 was on a couple of different issues. And as I understand
18 the statements of position, those have been narrowed to a
19 bill only at 111 East Pitman for approximately \$795.20.
20 Am I understanding this correctly?

21 MR. LOWERY: Your Honor, that's correct.

22 MR. BERLIN: Yes, your Honor.

23 JUDGE PRIDGIN: Mr. Andersson, is that your
24 understanding, sir?

25 MR. ANDERSSON: Yes, sir.

1 JUDGE PRIDGIN: And I see as the list of
2 witnesses that Mr. Andersson is to be first, and since
3 he's representing himself, I'm perfectly willing to let
4 him narrate. But I'm wondering if it might be a little
5 bit better if we got Commission questions from
6 Mr. Andersson first and certainly give him the chance to
7 say whatever else he wants to say, and then allow the
8 other parties to cross-examine him.

9 Does anyone have any objections to that?

10 MR. LOWERY: No objection, your Honor.

11 MR. BERLIN: No objection.

12 JUDGE PRIDGIN: All right. And,
13 Mr. Andersson, did you understand what I was saying or do
14 you have any questions?

15 MR. ANDERSSON: No, not exactly.

16 JUDGE PRIDGIN: Okay. Well, normally a
17 party would have an attorney and the attorney would
18 ask questions of the client, but in this case, since
19 you're representing yourself, I thought it might be a
20 little faster if we just swore you in and let the
21 Commissioners -- you know, certainly let you say whatever
22 it is you want to say, but let the Commissioners kind of
23 ask you questions to see what their concerns are, and then
24 after that, let the AmerenUE or Staff attorneys ask you
25 questions.

1 MR. ANDERSSON: Okay.

2 JUDGE PRIDGIN: And I'm certainly -- up
3 front I'm certainly willing to let you say whatever it is
4 you want to say, but just to kind of go in that order.
5 All right?

6 MR. ANDERSSON: Okay.

7 JUDGE PRIDGIN: If there is nothing
8 further, then what I'd like to do is, Mr. Andersson, I
9 know you're over the phone, but if I could still ask you
10 to raise your right hand and be sworn.

11 MR. ANDERSSON: Okay.

12 (Witness sworn.)

13 JUDGE PRIDGIN: Mr. Andersson, thank you.
14 If you would, just please state your name for the record
15 and spell your last name.

16 MR. ANDERSSON: My name is Damon Andersson.
17 My last name is A-n-d-e-r-s-s-o-n.

18 JUDGE PRIDGIN: And, Mr. Andersson, do you
19 remember just a minute ago before I swore you in, I asked
20 if the dispute was essentially about your \$795.20 bill at
21 111 East Pitman; is that correct?

22 MR. ANDERSSON: That is correct.

23 JUDGE PRIDGIN: Is there anything that you
24 would like to tell the Commissioners about why you think
25 you shouldn't pay this bill before they ask you questions?

1 MR. ANDERSSON: Yes. I -- at -- when I
2 resided at that address, it was myself and my girlfriend
3 at the time, Billie Meyer, as well as we had a couple of
4 other people that lived with us that were renting from me,
5 actually, because I had rented the house in which we all
6 lived in. We had all agreed to split up the utilities and
7 so forth and such, and to put them in our -- you know, I
8 put the gas bill in my name. I did not put the electric
9 bill in my name. I am not sure how the electric bill got
10 put in my name.

11 At a later date, after I had moved out of
12 this house, I found on my credit report that I had this
13 bill on my credit report. And I disputed it through my
14 credit report, I believe it was around December of 2003 or
15 something like that, and it was removed from my credit
16 report. I had also spoke with customer service at
17 AmerenUE regarding this issue. It had been removed from
18 their files as well.

19 Then after I moved into the address which I
20 live now, I end up with a bill not only from Woodgate
21 Village, which is one of the issues that has been taken
22 care of, but also from 111 East Pitman all over again.

23 I have given AmerenUE and the Public
24 Service Commission my -- everything that I know about both
25 of these cases -- or both of these addresses, and Ericka

1 Walters had, you know, verified that, yes, this -- that
2 the Woodgate Village address was her responsibility, and
3 that's one of the things that had gotten settled.

4 I'm not sure. Billie Meyer had contacted
5 AmerenUE on a couple of occasions through the customer
6 service department trying to accept responsibility for the
7 111 East Pitman address. Because she currently is not a
8 customer of record, they indicated to her that they have
9 no way of giving her that bill. She also spoke with
10 Mr. Byrne's assistant on the phone regarding this issue
11 about a week or so ago. I still haven't heard any
12 response from AmerenUE regarding her wanting to accept
13 this bill.

14 Everything that I have been telling this
15 Public Service Commission as well as AmerenUE has come out
16 as that I'm being honest, I'm being truthful, that this is
17 how things are. I don't understand why -- why I'm the
18 only individual -- in the case of Woodgate Village, they
19 wanted me to pay the bill because I had resided at that
20 address, but in 111 East Pitman, I'm the only one that
21 they're seeking money from, even though there are other
22 people that had lived there.

23 So I don't feel that I'm being treated
24 fairly. I have not been treated fairly with the customer
25 service department from AmerenUE regarding this matter. I

1 I just -- I think that the way that the rule reads, it
2 gives them a very broad brush to choose however they wish
3 to collect, whether or not, you know, circumstances -- I
4 don't feel they're taking individual circumstances into
5 account. They're just saying, well, the rule says we get
6 to do this and we're going to do it and we don't really
7 care about what you have to say.

8 I indicated that, you know, there was four
9 of us living there, that I did pay my portion of the
10 utility to who was supposed to be taking care of paying
11 that bill, didn't know that it was in my name, and
12 apparently AmerenUE did not get their money, the money
13 that I had given to pay my portion of that bill. I had
14 offered in the past that, you know what, worst comes to
15 worst, I'm willing to pay a quarter of that bill. Even
16 though I had already paid that, AmerenUE apparently didn't
17 get the money.

18 We've had the opportunity -- AmerenUE has
19 had the opportunity on several occasions to have -- to
20 come with some type of settlement agreement, and they
21 pretty much failed to do so. I don't feel that this is my
22 bill. I've had it removed from my credit report. I don't
23 appreciate the way AmerenUE has handled my case, myself,
24 the way they've treated me. I just -- I just want this to
25 be done and over with, and that's not my bill.

1 JUDGE PRIDGIN: Okay. Mr. Andersson, thank
2 you. What I want to do is get some questions from the
3 Commissioners. The attorneys may have questions for you,
4 and then I'll certainly give you the chance to say
5 anything else that you'd like to say. Let me see if we
6 have any questions from the Bench. Commissioner Murray,
7 did you have any questions for Mr. Andersson?

8 COMMISSIONER MURRAY: Maybe a couple.
9 Thank you.

10 QUESTIONS BY COMMISSIONER MURRAY:

11 Q. Good morning, Mr. Andersson.

12 A. Good morning.

13 Q. What is the total amount that you are
14 saying that you don't owe?

15 A. I'm sorry?

16 Q. What is the total disputed amount?

17 A. In regards to the 111 East Pitman?

18 Q. Is that all that is disputed here?

19 A. To my knowledge, that is what is -- there
20 was two things being disputed that has been dropped.

21 Q. Okay. So it's just the 111 East Pitman,
22 the 700 and --

23 A. 96.20.

24 Q. Okay. Who do you claim was responsible for
25 that bill?

1 A. I don't -- I don't recall who the
2 individual was that was supposed to be having the electric
3 in their name. But there was four of us that were living
4 at that residence at the time, and Billie Meyer was one of
5 them. The last time we -- in a prehearing we had
6 discussed -- I had asked the question, what attempt has
7 been made in regards to attempt to collect this bill from
8 anyone else, and they don't have -- they didn't have
9 anybody else being there to their knowledge. I expressed
10 that Billie Meyer was there at the time, and there was to
11 my knowledge also no attempt to find her or collect from
12 her or anything like that.

13 Q. Okay. Now, you said the gas was in your
14 name; is that correct?

15 A. I'm sorry?

16 Q. Did you say the gas bill was in your name?

17 A. Yes, that is correct.

18 Q. And did the others pay you for their
19 portions of the gas bill?

20 A. Yes.

21 Q. And who did you pay for your portion of the
22 electric bill?

23 A. I don't know what the gentleman's last name
24 is. His first name is Rick. That's all I know. I mean,
25 I don't recall what his last name is.

1 COMMISSIONER MURRAY: Okay. I think that's
2 all I have. Thank you.

3 JUDGE PRIDGIN: All right. Commissioner
4 Murray, thank you. Commissioner Gaw?

5 COMMISSIONER GAW: I'll pass to
6 Commissioner Clayton.

7 JUDGE PRIDGIN: Commissioner Clayton?

8 QUESTIONS BY COMMISSIONER CLAYTON:

9 Q. Good morning, Mr. Andersson.

10 A. Good morning.

11 Q. Can you hear me okay?

12 A. Yes, sir.

13 Q. My name is Robert Clayton. I'm a member of
14 the Commission. I just want to ask a couple of clarifying
15 questions.

16 First of all, do you agree or disagree, is
17 it true or not that you resided at 111 East Pitman,
18 O'Fallon, Missouri from November 10th through February
19 28th of 2002?

20 A. Yes, that is correct.

21 Q. So you were residing there?

22 A. Yes.

23 Q. Did you -- did you initiate service
24 whenever you moved into Pitman? I mean, when I say
25 initiate service, did you sign up for the service with

1 Ameren?

2 A. No, I did not.

3 Q. Do you know when service began on -- at

4 111 East Pitman?

5 A. I don't know exact date, but I'm presuming

6 that it would have been approximately the date that, you

7 know, around the November 10th date.

8 Q. So you moved in around November 10th?

9 A. That is correct.

10 Q. But you're saying that you didn't hook up

11 the electrical service with Ameren?

12 A. No, sir.

13 Q. Somebody else did?

14 A. I am -- I clearly remember that I did not

15 contact AmerenUE to ask for the electric service to be

16 turned on.

17 Q. Okay. And did you --

18 A. May I say something real quick?

19 Q. It depends what you're going to say.

20 A. No, please go ahead.

21 Q. No, no. Go ahead. What do you want to

22 say?

23 A. I just -- it's my understanding that

24 AmerenUE -- and maybe I'm incorrect -- records phone

25 conversations and so forth and such. This was -- when I

1 disputed on my credit report, as well as with the customer
2 service department, that I'm not -- that I did not sign up
3 for the electric at that address, it had been removed from
4 my -- from my credit report and from the account at
5 AmerenUE on two separate occasions. I had presumed that
6 that was because they went back into records and found
7 that it was not me that turned on the electric, because
8 they -- they record conversations and so forth. At least
9 that's my understanding.

10 Q. Well, I'm not sure about all the things
11 that you've just said. I'm not sure whether they record
12 conversations. I'm not sure whether that's the case. I'm
13 just trying to get some preliminary information, so if you
14 would just be patient with me.

15 A. I apologize.

16 Q. So you did move in around November. Did
17 somebody who was living there at that time initiate
18 electricity service or was the electricity already on?

19 A. I believe that electricity was already on
20 and that it was switched over into their name. I mean,
21 that's what -- that's what I did with the gas, because I
22 had to have an inspection done and all that because it was
23 being changed into somebody else's name. But service was
24 already started there. I mean, when I went and looked at
25 the place to rent it, you know, lights were on and so

1 forth and such. So service was already established.

2 Q. So the service was in someone else's name,
3 and then it got switched over to somebody's name anyway?

4 A. Correct. And apparently, according to
5 AmerenUE, it was switched into my name.

6 Q. Okay. Now, how many people moved into the
7 house on November 10th?

8 A. There was four of us.

9 Q. Okay. So --

10 A. Myself and Billie Meyer were the only ones
11 that were on the -- were on the lease.

12 Q. Okay. So you moved in, and is Billie Meyer
13 a boy or a girl, I mean a man or a woman?

14 A. Female.

15 Q. Okay. So Ms. Billie Meyer. And then
16 you -- and then who were the other two people, did you
17 say?

18 A. It was a gentleman by the name of Rick and
19 his girlfriend at the time, whose name was Kathy, and I
20 apologize, I do not recall their last names.

21 Q. So you weren't close friends with them or
22 anything?

23 A. No. I had -- I -- Billie actually knew
24 them, as far as they were like acquaintances, they were
25 needing a place to stay, said hey, I've got this

1 five-bedroom house we're going to be moving into, blah,
2 blah, blah.

3 Q. Okay. Do you have any idea whether it was
4 Billie, Rick or Kathy who secured the electricity service?

5 A. I do not know.

6 Q. Did Rick and Kathy have access to your
7 Social Security number?

8 A. I -- I would say no, but I do not -- I
9 can't answer -- I don't know if they, you know, mail and
10 so forth and such. I didn't keep things in locked
11 cupboards or anything like that, so...

12 Q. So you didn't know these people, but you
13 didn't keep things under lock and key either?

14 A. Correct.

15 Q. Did Billie Meyer have access to your Social
16 Security number, birth date and other personal
17 information?

18 A. It's quite possible, yes.

19 Q. Okay. Did you ever see the electricity
20 bill when it came in sometime during November 10, 2000
21 through February 28, 2002?

22 A. I can't say that I have. It's been a long
23 time. I don't recall. I'm sure I would have said
24 something about it, about it being in my name had I done
25 so, or I may not have even noticed.

1 Q. So you never saw a utility bill in the
2 course of --

3 A. I can't say whether I did.

4 Q. Excuse me, sir. May I finish my question?
5 May I finish my question, sir?

6 A. Yes, sir.

7 Q. Would you tell me if you saw -- can
8 you tell me if you saw an electricity bill between
9 November 10th, 2000 and February 28, 2002, yes or no?

10 A. No, I cannot say that I have.

11 Q. Okay. Now, can you tell me how you
12 verified the amount that you were supposedly going to pay
13 each month as your share of the electricity bill?

14 A. I didn't really bother to verify.

15 Q. Okay. And did you review the gas bill when
16 it came in?

17 A. Me personally? No. Billie usually was the
18 individual that said, okay, here's what we've got to pay,
19 so and so's giving this, so and so's giving that.

20 Q. So you didn't verify any bill when it came
21 in as to amount or to whom it was addressed?

22 A. That is correct.

23 Q. Okay. So you just relied on someone else
24 in the household to just tell you how much you owed each
25 month?

1 A. Yes, sir.

2 Q. Okay. You moved out in February of 2002;
3 is that correct?

4 A. Yes, sir.

5 Q. And where did you move at that point? I'm
6 not going to ask for a complete listing. I just want a
7 general idea. Did you move into a house or apartment or
8 leave town or what?

9 A. I moved out to Wright City, Missouri.

10 Q. Okay. And did all of you move out at the
11 same time?

12 A. Yes, we did.

13 Q. And who was in charge of having all the
14 utilities shut off?

15 A. I do not know. I presumed it was Billie.
16 That was another issue is when I found out about the
17 AmerenUE bill on my credit report, I had also found out
18 that I had an outstanding bill with Laclede Gas, in which
19 I did pay because that was my bill. I was unaware that I
20 still had an outstanding bill.

21 Q. Okay. Was there a telephone bill, wireline
22 telephone bill at the residence?

23 A. I don't recall.

24 Q. Who did you pay the money to for your share
25 of the electricity bill while you were there?

1 later.

2 JUDGE PRIDGIN: Commissioner Appling, any
3 questions for Mr. Andersson?

4 QUESTIONS BY COMMISSIONER APPLING:

5 Q. Mr. Andersson, this is Lin Appling. How
6 you doing?

7 A. I'm doing well. Thank you.

8 Q. I'm still a little puzzled. Maybe you can
9 clear this up for me, but how did your name get on the
10 bill?

11 A. I do not know.

12 Q. The amount of money, the \$795, did that
13 occur while you lived there or was it before you went to
14 the house? Can you explain that to me?

15 A. It's my understanding that that amount of
16 that bill was incurred during the time in which I lived
17 there.

18 COMMISSIONER APPLING: Okay, sir. That's
19 all. Thank you.

20 JUDGE PRIDGIN: Commissioner Appling, thank
21 you. And, Commissioner Gaw, if you don't have any
22 questions . . .

23 COMMISSIONER GAW: I have one real quick
24 question.

25 QUESTIONS BY COMMISSIONER GAW:

1 Q. Good morning, sir.

2 A. Good morning.

3 Q. This is Steve Gaw. I just have a couple of
4 questions. I may have more later.

5 In regard to your discussion on getting
6 this bill removed from the credit report, can you tell me
7 who was involved with that discussion besides yourself?

8 A. Who was involved with what?

9 Q. The discussion on removing this disputed
10 bill from your credit report.

11 A. I don't quite understand what your question
12 is. What do you mean by who else was involved?

13 Q. Who did you talk to about having it
14 removed?

15 A. I disputed it online with the -- with the
16 credit bureaus as a dispute that that was my bill. At
17 that time it was my understanding that it was turned over
18 to a collection agency.

19 Q. All right. And do you have any knowledge
20 of whether or not AmerenUE was at any time aware of that
21 bill being removed from your credit report?

22 A. I do know that AmerenUE was made aware that
23 it was removed on my credit report at a later date, not
24 necessarily during the time at which it was removed.

25 Q. How do you know?

1 A. I don't know if -- I mean, I didn't notify
2 AmerenUE about it until they had attempted to put the bill
3 on my account.

4 Q. How do you know that they found out about
5 it?

6 A. Found out about what?

7 Q. That it was removed.

8 A. Because I told them.

9 Q. All right. Who did you talk to?

10 A. I -- that I do not recall. It was a
11 customer service rep.

12 Q. Over the phone?

13 A. Yes, sir.

14 Q. Okay. Do you know when that conversation
15 took place?

16 A. No, I do not.

17 Q. Do you have any idea?

18 A. No, I do not.

19 Q. It was after the bill had been removed from
20 your credit report?

21 A. Yes.

22 Q. Okay. And this person that you discussed
23 this with with AmerenUE, was there a conversation about
24 their knowledge of that having been removed with you?

25 A. The -- when I spoke with them and told them

1 about this situation, she's like, okay, I will go ahead
2 and look into this and I'll take care of it, and that's to
3 my best recollection the gist of the conversation.

4 Q. Did you have any subsequent conversations
5 in regard to the credit report with a representative of
6 AmerenUE?

7 A. Yes.

8 Q. When was that?

9 A. At a later date when I spoke with AmerenUE
10 regarding them wanting to shut off my power due to the two
11 bills being put on after they added Ericka Walters onto my
12 bill without my knowledge or consent.

13 Q. Okay. And who did you talk to on that
14 occasion?

15 A. I do not recall what the name of the
16 individual was. I do know that I spoke with one of the
17 customer service rep's supervisor, but I do not know what
18 their name was, and at that point the -- it was a female.
19 She was very rude to me and indicated that it sounds like
20 I was trying to pull some kind of scam into getting my
21 electric turned on here when Ericka got my electric turned
22 on somewhere else and all this other nonsense.

23 Q. So at that point in time Ameren was
24 disputing whether or not you owed the bill?

25 A. That is correct.

1 Q. They were maintaining that you did owe it?

2 A. That is correct.

3 COMMISSIONER GAW: That's all I have,
4 Judge. Thank you.

5 JUDGE PRIDGIN: Commissioner Gaw, thank
6 you. Any further questions from the Bench?

7 (No response.)

8 JUDGE PRIDGIN: Seeing none, let me see if
9 we have any questions from counsel. Mr. Berlin, any
10 questions for Mr. Andersson?

11 MR. BERLIN: Yes, your Honor.

12 JUDGE PRIDGIN: Whenever you're ready, sir,
13 wherever you're comfortable, either seated or at the
14 podium.

15 CROSS-EXAMINATION BY MR. BERLIN:

16 Q. Good morning, Mr. Andersson. This is Bob
17 Berlin. I'm the counsel for Staff.

18 A. Good morning.

19 Q. In following up on certain lines of
20 questioning from the Commissioners. When you lived at
21 111 East Pitman, did you have water or sewer service?

22 A. Yes.

23 Q. Did you take water or sewer service out in
24 your name?

25 A. I do not recall. I mean, this has been a

1 long time ago. I don't recall. The -- I do recall that I
2 had spoken to Billie about, I need to turn -- we've got to
3 get everything turned on, and she told me that, she says
4 that for me -- the only thing I can recall is that she
5 told me that I had to call the gas company myself because
6 they had to have my Social Security number and all that
7 other stuff. I don't know about any other bill at that
8 house. It's been a long time, and I don't have any of
9 those records.

10 Q. Mr. Andersson, did you send to me an
11 e-mail?

12 A. Last night I did, yes.

13 Q. And are you identified on your e-mail
14 address as holdem@charter.net?

15 A. That is correct.

16 MR. BERLIN: Your Honor, may I approach the
17 Bench?

18 JUDGE PRIDGIN: You may. And,
19 Mr. Andersson, what Mr. Berlin's doing, he's just handing
20 out copies of this e-mail. And he'll probably have some
21 questions in just a moment.

22 BY MR. BERLIN:

23 Q. Mr. Andersson, I have passed out a copy of
24 the e-mail that you sent to me Sunday evening at
25 approximately 7:26 p.m., and each of the Commissioners has

1 a copy of this before them. Could you please describe in
2 your own words what this document is?

3 A. Basically, I had contacted Billie this
4 weekend to ask her if she had gotten any contact back from
5 AmerenUE. She told me that -- the date that I had spoken
6 to Mr. Byrne's assistant, I gave her Billie Meyer's
7 address and telephone number. And Billie Meyer called me
8 to let me know that she had spoken with that individual
9 and had indicated that she was accepting responsibility
10 for the bill, and that the assistant was supposed to be
11 getting back with her.

12 I contacted Billie this weekend to find out
13 did she ever get contacted back from Ameren because this
14 hearing thing was coming up, and she said no. And I asked
15 her, I said, will you please write a statement and e-mail
16 it to all the parties that are involved in this. And she
17 e-mailed it, to my knowledge, to me and to AmerenUE, but
18 did not forward it on to the Public Service Commission, so
19 I did so myself.

20 Q. Mr. Andersson, does Billie Meyer currently
21 have electric service?

22 A. She has electric service at the address in
23 which she's indicated, but it is not in her name, which is
24 apparently why Ameren's customer department said that they
25 could not transfer the bill into her name.

1 Q. Okay. And your purpose for sending me this
2 e-mail last night?

3 A. I didn't know if anyone from the Public
4 Service Commission was aware that Billie Meyer had spoke
5 with the assistant for Mr. Byrne at AmerenUE.

6 Q. And so based on your understanding of this
7 e-mail, Billie Meyer is accepting responsibility for this
8 bill at Pitman?

9 A. That is correct.

10 Q. Mr. Andersson, is this a document that you
11 wish to have entered into the case file?

12 A. Yes, please.

13 JUDGE PRIDGIN: I've labeled that as
14 Exhibit No. 1 for identification purposes, Mr. Berlin.
15 Did you want to offer that?

16 MR. BERLIN: Yes, your Honor, I would move
17 to admit this e-mail document as Exhibit 1.

18 JUDGE PRIDGIN: Any objections?

19 MR. LOWERY: Your Honor, I think it's
20 hearsay, but I'm not going to object.

21 JUDGE PRIDGIN: Okay. Thank you. Hearing
22 no objections, Exhibit 1 is admitted.

23 (EXHIBIT NO. 1 WAS MARKED AND RECEIVED INTO
24 EVIDENCE.)

25 JUDGE PRIDGIN: Mr. Berlin, any further

1 questions?

2 MR. BERLIN: Yes, your Honor. I just
3 wanted to address the hearsay issue. This is a document
4 that Mr. Andersson forwarded on to me, and he is available
5 at hearing to testify as to the authenticity of this
6 particular document, and it would fall under a hearsay
7 objection anyway as statement against interests by a
8 non-party and the probative value is minimal at best. We
9 understand that, but...

10 MR. LOWERY: I don't have an objection,
11 but...

12 JUDGE PRIDGIN: That's fine. There's no
13 objection. So it's admitted without objection.

14 MR. BERLIN: I have no further questions,
15 your Honor.

16 JUDGE PRIDGIN: Mr. Berlin, thank you.

17 Mr. Lowery, any questions for
18 Mr. Andersson?

19 MR. LOWERY: Just a couple, your Honor.

20 CROSS-EXAMINATION BY MR. LOWERY:

21 Q. Good morning, Mr. Andersson. My name is
22 Jim Lowery, and I'm an attorney here in mid Missouri
23 that's representing AmerenUE, as Mr. Byrne was not
24 available to be here today. I just want to verify a few
25 things based on some questions that the Commissioners had

1 asked you.

2 You did indeed have gas service in your
3 name at the Pitman address, correct?

4 A. Yes, that is correct.

5 Q. And Billie Meyer -- when that gas service
6 was set up, Billie Meyer had indicated to you that you
7 needed to call Laclede yourself because Laclede needed
8 your Social Security number, correct?

9 A. That is correct.

10 Q. And your Social Security number is___?

11 (Reporter's Note: A portion of this question was struck
12 from the record per Judge Pridgin's instruction.)

13 A. That is correct.

14 Q. And I take it you wouldn't have given your
15 Social Security number to Rick and Kathy? Were they the
16 other two individuals you can't remember their last name,
17 but they lived with you and Ms. Meyer?

18 A. Correct. I would not have had any reason
19 to have given them my Social Security number.

20 Q. And apparently Billie didn't have your
21 Social Security number either at the time utilities were
22 being hooked up, because she indicated you needed to call
23 Laclede yourself to give them that, correct?

24 A. They said that they had to talk to me, is
25 what she told me.

1 Q. Well, your prior testimony this morning was
2 indeed that she indicated they needed your Social Security
3 number, correct?

4 A. That is correct.

5 Q. And can you explain, then, how AmerenUE
6 came to have your Social Security number on the account
7 record when the account was established in your name?

8 A. I do not know.

9 Q. Mr. Andersson, when you lived on Pitman,
10 what appliances did have you in the -- electric appliances
11 did you have in the house? I think you said it was a
12 five-bedroom house?

13 A. Please repeat the question.

14 Q. Yes. Mr. Andersson, when you lived on
15 Pitman, what electrical appliances did you have in the
16 house?

17 A. What electrical appliances did I have?

18 Q. Yeah. Did you have a refrigerator, a
19 microwave --

20 A. Refrigerator, microwave, stove, TV.

21 Q. Computer?

22 A. Yes, a computer. Lights.

23 Q. And I understand you had gas heat. Was
24 that forced air heat?

25 A. Yes, it was, and a gas water heater.

1 Q. Stereo?

2 A. Yes.

3 Q. And you lived there and you enjoyed the
4 benefit of all those electric appliances and the lighting
5 in the house while you lived there; is that correct?

6 A. Yes.

7 Q. And you knew when you were enjoying the
8 benefit of that electric service that AmerenUE did not
9 intend to provide that electric service for free; is that
10 fair to say?

11 A. Yes.

12 Q. And it was the arrangement that you say
13 that you made with others to handle the electric bill and
14 have somebody else pay the electric bill that led to what
15 you indicate is the problem we have with the Pitman
16 account today, correct?

17 A. Correct.

18 Q. And it's your testimony that not once in
19 the 16 months that you resided at this address, not once
20 did you pick up the mail and see that the electric bill
21 had your name on it? Is that your testimony?

22 A. I cannot say that I did.

23 Q. You can't say whether you did or you did
24 not?

25 A. No.

1 Q. You don't recall at this point?

2 A. I do not recall.

3 MR. LOWERY: That's all my questions, your
4 Honor. Thank you, Mr. Andersson.

5 JUDGE PRIDGIN: Mr. Lowery, thank you. Let
6 me see if we have any further questions from the Bench.

7 COMMISSIONER GAW: Judge, may I ask a quick
8 question of Staff or Ameren?

9 JUDGE PRIDGIN: Certainly.

10 COMMISSIONER GAW: Where's the tariff
11 provision that the company is relying on in the documents,
12 so I'm going right to it?

13 MR. LOWERY: Commissioner Gaw, there are
14 two or three different provisions, I think, that are at
15 issue. There's a provision in tariff sheet -- bear with
16 me. I'll find these. There's a provision in Tariff
17 Sheet 133 that indicates that the company may disconnect
18 service if at the time of application a customer or any
19 member of the customer household who had both received
20 benefit from the previous service is indebted to the
21 company.

22 So that if we had a situation where
23 Mr. Andersson and a prior customer both had received
24 benefit of service, were living in a second location, that
25 bill could be transferred to that new account and service

1 could be disconnected. The Commission also has --

2 COMMISSIONER GAW: Pardon me, counsel.

3 MR. LOWERY: Sorry.

4 COMMISSIONER GAW: Why did you say if
5 Mr. Andersson and another person? Why did you say that?
6 Why did you put two people in that?

7 MR. LOWERY: If, for example, we had a
8 second location and let's say that it was Mr. Berlin had
9 electric service at that location and Mr. Andersson was
10 his roommate and Mr. Andersson had a prior bill, we can't
11 disconnect Mr. Berlin's service at that new location when
12 Mr. Berlin did not receive the benefit of that service
13 from that prior delinquent bill.

14 COMMISSIONER GAW: Okay.

15 MR. LOWERY: That's the only proviso. Here
16 we have a situation, and this really doesn't pertain at
17 this point because the other bills that were in
18 Ms. Walters' name where we were relying upon the benefit
19 of service rule, we've removed those in an effort to
20 compromise the complaint, and the only one we're left with
21 is the Pitman bill where we really have the benefit of
22 service rule and the direct customer relationship with
23 Mr. Andersson. So that's one tariff provision.

24 There is another provision in Sheet No. 169
25 which allows us to transfer balances from one customer

1 account to another, and that allows us to transfer
2 Mr. Andersson's Pitman account to the El Perro account
3 that he currently has at his current address. And then
4 the Commission also has a rule, 4 CSR 240-13.050,
5 subparagraph 2, and I believe it's sub D.

6 COMMISSIONER GAW: Could you say that
7 again, please?

8 MR. LOWERY: Yes, certainly.
9 4 CSR 240-13.050.2(d), and it allows the company to
10 disconnect service when a customer has received the
11 substantial benefit and use of service. It's actually an
12 exception to the rule where you cannot -- there are
13 certain reasons you cannot disconnect service for. This
14 is an exception. You can disconnect service based upon
15 substantial benefit of service that a customer received at
16 another location.

17 And that could be implicated if there
18 was a -- if there was a legitimate question about whether
19 Mr. Andersson was actually the customer, then you'd be
20 looking at the benefit of service rule. In this case
21 we're really looking at two issues: One, whether he's the
22 customer and, two, whether he was the customer of record
23 or not, whether he received substantial benefit of service
24 at the Pitman address.

25 COMMISSIONER GAW: Is that all of them,

1 three?

2 MR. LOWERY: I believe it is. Mr. Berlin
3 will correct me, but I believe those are the three. And
4 just for the record, your Honor, I'd ask that the
5 Commission take administrative notice of those tariff
6 provisions and that rule.

7 JUDGE PRIDGIN: So noted.

8 COMMISSIONER GAW: Do you have copies of
9 those in the files?

10 MR. LOWERY: I can provide copies right now
11 if that would be helpful.

12 COMMISSIONER GAW: It would be for me.

13 JUDGE PRIDGIN: Mr. Andersson, Mr. Lowery's
14 at the Bench. He's handing out copies of the rule and the
15 tariff he just mentioned.

16 MR. ANDERSSON: Okay.

17 FURTHER QUESTIONS BY COMMISSIONER GAW:

18 Q. Mr. Andersson?

19 A. Yep.

20 Q. This is Steve Gaw again. Are you currently
21 receiving electric service from Ameren?

22 A. Yes, I am.

23 Q. So you've not been disconnected at this
24 point?

25 A. No, I have not.

1 record, and regardless of how that issue was resolved
2 factually, and we believe he is the customer of record
3 because he had received substantial benefit of service at
4 Pitman, and that's really reflected in your rule that I
5 have given you a copy of that.

6 One of the exceptions to the prohibition on
7 disconnecting service is when a customer has received
8 substantial benefit of service.

9 COMMISSIONER CLAYTON: I'm confused about a
10 provision here, Mr. Lowery. I'm looking at the Staff
11 report that references Rule 4 CSR 240-13.050,
12 discontinuance of service, which states that none of the
13 following shall constitute sufficient cause for a utility
14 to discontinue service, and B is failure of the customer
15 to pay for service received at a separate meeting point
16 residence or location.

17 MR. LOWERY: But you have to look at sub D
18 of that same regulation, which is on the next page of
19 Staff's report and which is also reflected in the -- I
20 know it's two or three pages of regulations I gave you.
21 But unless the customer has received -- unless the
22 customer whose service is sought to be discontinued
23 receives substantial benefit from use of the service, and
24 that unless is an exception to the prohibition on
25 disconnection.

1 Our tariffs also contain similar
2 provisions. If you look at Tariff Sheet 133, Commissioner
3 Clayton, which of course is a tariff sheet that has been
4 approved by the Commission and, therefore, it of course
5 has lawful effect, and it's the second full paragraph
6 under C.

7 COMMISSIONER CLAYTON: I'm not seeing
8 Tariff Sheet 133. I have 127.

9 MR. LOWERY: It's attached to 127.

10 COMMISSIONER CLAYTON: There it is. I'm
11 sorry. Go ahead. What are you referring to?

12 MR. LOWERY: The second full paragraph
13 under C begins, the company shall not. The company shall
14 not be required to commence supplying service to a
15 customer or, if commenced, the company may disconnect such
16 service if at the time of the application such customer or
17 any member of his household who had both received benefit
18 from the previous service is indebted to the company for
19 the same class of service, et cetera.

20 COMMISSIONER CLAYTON: I'm sorry. You're
21 reading much faster than -- are you in new subsection C?

22 MR. LOWERY: I'm in C, second full
23 paragraph.

24 COMMISSIONER CLAYTON: Second full
25 paragraph.

1 MR. LOWERY: That begins, the company shall
2 not be required.

3 COMMISSIONER GAW: May I ask a quick
4 question? Mr. Lowery, where in the tariff -- forgive me.
5 I just haven't read through all this language. Where in
6 the tariff does it say that the indebtedness is created
7 when someone receives service if they're living in the
8 household?

9 MR. LOWERY: Well, I mean, there are, of
10 course, the general provisions certainly for a customer of
11 record that if you take electric service, of course you
12 pay the tariffed rate. There is the provision in Sheet
13 No. 169 that you also have that indicates --

14 COMMISSIONER GAW: You're going too fast
15 for me now.

16 MR. LOWERY: I'm not sure if this is
17 answering your question, but in Sheet 169, that allows the
18 transfer of prior balances to later accounts. And that's
19 what we've done here. This is in Sheet 169, sub F.

20 COMMISSIONER GAW: In order to avoid the
21 confusion that results from the two prongs of Ameren's
22 possibility for collection here, if you could, for the
23 moment, let's make the assumption, even though for
24 purposes of this case we cannot do it at the decision
25 time, but make the assumption for me that this individual

1 was not legitimately the individual who was signed up for
2 service, but he was receiving benefit within that
3 residence. And I'm looking for the portion of the tariff
4 that says that he is indebted as a result of that and for
5 how much of that service he's indebted.

6 MR. LOWERY: Your Honor, I don't believe
7 there's a provision in the tariff that is explicit on that
8 point. The benefit of service rule is a rule that's
9 reflected in your rules and in our tariffs and other
10 utilities' tariffs, and it's been around for some time.
11 And as I believe -- as I know the Commission itself has
12 said, it's rooted really in the doctrine of implied
13 contracts.

14 There's an implied promise to pay that if
15 you're going to accept service at a location, that you
16 will pay for that service. And I think the indebtedness
17 is created by virtue of that doctrine. It exists -- now,
18 that's really a separate question to whether or not we can
19 disconnect service at a later location for a bill that's
20 been validly transferred, whether it's a customer of
21 record or pursuant to the benefit of service rule. But I
22 think it's rooted in that doctrine.

23 And, of course, it's designed so that the
24 company is not put in the business and the Commission's
25 not put in the business really of dealing with

1 inter-household payment arrangements, such as what we're
2 hearing about this morning, when a customer clearly
3 received the benefit of that service. And I don't think
4 there's any question about that.

5 But in terms of is there a tariff provision
6 that says an indebtedness is created if you receive
7 substantial benefit of service, I think the answer is no,
8 there's not an explicit tariff provision that says that.

9 COMMISSIONER GAW: It's interesting to me
10 that there is not because of the fact these explicit terms
11 exist that seem to assume that there is some provision
12 with regard to discontinuance of service that you've
13 already pointed out. But there is -- if there isn't any
14 specific provision that says you incur an indebtedness for
15 receiving service even -- or when the bill is not in your
16 name if you are residing in that residence, it just -- it
17 seems a little odd to me that there is no tariff provision
18 that actually suggests that that does create some
19 indebtedness to the company or that service. And I'm not
20 sure whether this is an unusual thing or if it's common as
21 far as tariffs from company to company go.

22 MR. LOWERY: Well, perhaps this may -- and
23 I would have to in all honesty look at the entirety of
24 Chapter 13 to see if there might be a regulation that
25 addresses it, and I apologize for not having that answer

1 for you at this moment. But another thing that might
2 address it is, is the definition of customer, which is in
3 Tariff Sheet No. 127. And a customer is not only a person
4 that applies for service, but is also a person who's
5 responsible for payment of the electric service.

6 And I think again, under the benefit of
7 service rule, which is really again an implied contract
8 rule, and applied contract is a very well accepted and
9 established doctrine in our juris prudence and implies a
10 promise to pay where the circumstances indicate that it's
11 fair and just to do so, that alone would make it a
12 customer responsible for payment regardless of being the
13 customer of record.

14 But in terms of whether there is another
15 reg that might apply, I just cannot answer. I can
16 certainly find that out.

17 COMMISSIONER GAW: Okay. Would you mind
18 looking? And I would ask Staff whether Staff knows of
19 whether or not other tariffs from other companies
20 specifically address that question of whether this is the
21 common -- the common case as far as Missouri regulated
22 utilities are concerned, that nothing is expressed in the
23 tariffs regarding the creation of an indebtedness if you
24 are living in a residence, receiving some benefit from
25 that service, and do those tariffs specifically say that

1 an indebtedness is created. Do you know?

2 MR. BERLIN: Commissioner Gaw, we're not
3 aware of any particular tariff provisions.

4 COMMISSIONER GAW: Yeah, I think you just
5 answered my question. You don't know of any of our rules
6 that specifically address that either?

7 MR. BERLIN: No, sir, Commissioner Gaw.

8 COMMISSIONER GAW: Well, maybe if you-all
9 have some time to look, you might be able to give me some
10 more details.

11 Mr. Andersson, I'm not leaving you out of
12 this intentionally. If you have -- if you have some
13 knowledge of those tariff provisions, I'm more than happy
14 to hear from you as well.

15 That's all I have right now, Judge.

16 Thanks.

17 JUDGE PRIDGIN: Commissioner Gaw, thank
18 you. Any further questions from the Bench for
19 Mr. Andersson?

20 MR. ANDERSSON: I do have a couple of
21 questions.

22 JUDGE PRIDGIN: Okay. You'll have the
23 opportunity to ask questions of the parties here in just a
24 moment, Mr. Andersson.

25 MR. ANDERSSON: Okay.

1 JUDGE PRIDGIN: Commissioner Murray?

2 FURTHER QUESTIONS BY COMMISSIONER MURRAY:

3 Q. Mr. Andersson, this address, Pitman, was a
4 rental property; is that correct?

5 A. Yes, it is.

6 Q. And who was the tenant?

7 A. Who was the tenant of that property in
8 terms of rental agreement?

9 Q. Who was renting with the landlord, from the
10 landlord?

11 A. Myself and Billie Meyer were on the lease.
12 Are you asking who was the landlord?

13 Q. No. I'm asking who was the tenant, and you
14 just answered that.

15 A. Myself and Billie Meyer were the ones that
16 were on the lease.

17 Q. And did the other people that were residing
18 in the house pay you a portion of that rent?

19 A. Yes.

20 Q. And you have no record of who those people
21 were or their names?

22 A. I do not recall what their last names were.

23 Q. Did they just pay you cash?

24 A. Yes.

25 COMMISSIONER MURRAY: Thank you.

1 JUDGE PRIDGIN: Commissioner Murray, thank
2 you. Any further questions from the Bench?

3 (No response.)

4 JUDGE PRIDGIN: All right. Mr. Andersson,
5 you'll have the chance to ask questions here in a moment,
6 but is there anything else that you wanted to state, any
7 other testimony that you have before we move on to
8 Ameren's witness?

9 MR. ANDERSSON: No.

10 JUDGE PRIDGIN: All right. Thank you.
11 Commissioner Clayton?

12 COMMISSIONER CLAYTON: Can I ask -- I'm
13 sorry, and I apologize for this. I wanted to ask
14 Mr. Lowery a question before we move into additional
15 factual witnesses, on a legal issue.

16 Mr. Lowery, can you tell me in light of the
17 tariffs that are on file with the Commission that have
18 been I suppose approved by previous Commissions and
19 Commission rules that are in place, what power does this
20 Commission have in rendering a decision in this case? Is
21 it solely whether Mr. Andersson owes the bill or not, or
22 are there other things that this Commission could order?

23 MR. LOWERY: Commissioner Clayton, I
24 believe that the only power and jurisdiction the
25 Commission has in this case is to either sustain the

1 complaint or not sustain the complaint, and you will not
2 be adjudicating the validity of the debt or whether the
3 debt is valid or invalid.

4 Mr. Andersson is the complainant and bears
5 the burden of persuasion in this case to establish that
6 the tariffs as applied to him are unjust and unreasonable,
7 that our action is unjust and unreasonable.

8 That's the authority you have to determine
9 whether or not our -- in effect our -- what initiated this
10 was we were going to exercise our disconnection rights
11 under the tariff. So whether that is an unjust and
12 unreasonable act based on the facts of the law, and you
13 will either find that he met his burden and that to
14 establish that our actions were unjust or you won't find
15 that he meets his burden.

16 In terms of the tariff itself, and this may
17 have been part of your question, the tariff I think, as
18 you know, has the force and effect of law in the same
19 manner as if it had been prescribed by the Legislature,
20 once it becomes effective and has been approved, and I --

21 COMMISSIONER CLAYTON: I heard that before.
22 I'll encourage you to go across the street and ask the
23 legislators if they feel the same way.

24 MR. LOWERY: I understand. I understand.
25 And Mr. -- and in terms of taking some action with respect

1 to the tariff, Mr. Andersson would have to carry his
2 burden to establish that the tariff is unlawful, unjust or
3 unreasonable in order for any action contrary to the
4 tariff or your own rules could be taken by the Commission.

5 COMMISSIONER CLAYTON: Does the Commission
6 have the ability -- I know you say either sustain or deny
7 his complaint, which would be for \$795.20, I believe was
8 the amount. But would the Commission have the ability to
9 find, if evidence supported it, of course, for say a
10 lesser amount? Can we adjudicate disconnection decisions
11 or timing of disconnections or can we implement some sort
12 of payment plan? Do we have any authority to do that?

13 MR. LOWERY: I had an easy answer to your
14 question before you went into the, can we set time limits
15 on disconnection and those types of things. The
16 Commission in my opinion has no authority to adjudicate an
17 amount here, whether it be \$795.20 or \$480 or what have
18 you. The Commission can't award pecuniary damages, can't
19 adjudge pecuniary damages. In fact --

20 COMMISSIONER CLAYTON: I know we're not
21 talking damages. I'm talking about the actual dollar
22 amounts under the contract, according to the provisions of
23 the tariff, as well as other things beyond the amount,
24 like disconnections, like other mechanisms of resolving
25 this matter than just up or down, everybody go home.

1 MR. LOWERY: I'm not sure that I can
2 absolutely answer that question. I don't believe -- I
3 believe that whatever your rules in the tariffs provide
4 for with respect to how disconnection works and timing and
5 those types of things will have to govern, is what my
6 belief is.

7 COMMISSIONER CLAYTON: Okay. Mr. Berlin,
8 do you have an opinion on the authority or jurisdiction of
9 the Commission as it renders its decision in this case?

10 MR. BERLIN: Commissioner Clayton, I'm not
11 aware of any specific authority to adjudicate an amount as
12 to the bill.

13 COMMISSIONER CLAYTON: How about the issues
14 regarding disconnection or time of disconnection or other
15 possibilities in arriving at a result in this case?

16 MR. BERLIN: No, Commissioner Clayton,
17 barring looking at the rules that we have set aside for
18 those particular issues or the adjudication of a
19 particular complaint related to that type of a specific
20 issue, I would have to defer back to the rule.

21 MR. LOWERY: Pardon me for interrupting,
22 but there's something I forgot to mention. I mean, if the
23 Commission -- if the Commission upholds our tariffs and
24 denies the complaint, we have been and remain willing to
25 work out a reasonable payment plan.

1 We are not in a draconian stage where you
2 pay this money tomorrow or we're going to disconnect the
3 service. That's really another issue, but I just wanted
4 to -- your question seemed I think to go to, is there
5 something that could be done or worked out? And I just
6 want to put that on the record.

7 COMMISSIONER CLAYTON: I'm not posing any
8 question like that. I'm not attempting to prejudge this
9 case. I want to be clear from the parties moving forward
10 in this matter what everyone thinks of -- what powers that
11 we have to make a decision, and I think you initially said
12 it's either up or down.

13 FURTHER QUESTIONS BY COMMISSIONER CLAYTON:

14 Q. Mr. Andersson, can you hear me?

15 A. Yes.

16 Q. Do you have a position on what power this
17 Commission has in rendering a decision in this case? Do
18 you agree that it's solely an up or down decision on the
19 795?

20 A. It was my understanding that the -- when
21 this all first came about, I first tried contacting some
22 attorneys to find out what can I do about this, and there
23 really isn't any attorneys in the St. Louis area that are
24 familiar with the tariffs and these rules and whatnot that
25 Ameren is allowed to operate under. They -- there has

1 been no -- I couldn't find any help.

2 I was recommended to contact the Public
3 Service Commission. It was my understanding that the
4 Public Service Commission had the authority to stop a
5 disconnect for during the time in which this was being
6 disputed, and that the Public Service Commission would
7 have the ability to decide whether or not I should be
8 responsible for these bills in part or as a whole.

9 Q. So you believe this Commission has more or
10 less authority than what Mr. Lowery has suggested? And if
11 you don't understand that question, I understand because I
12 don't understand it.

13 A. I can hear you guys, but I can't always
14 follow along with everything that's being said in terms of
15 the language being used and so forth. And I'm not quite
16 following along with that part of it, but -- so you'd have
17 to clarify what you're stating is, what you know is --

18 Q. Thank you, Mr. Andersson. Let me clarify
19 the question like this: Your initial request in your
20 complaint, and your complaint is not lengthy at all, it's
21 quite short, but your initial request is to find that
22 Ameren -- or that you do not owe the \$795.20 to Ameren; is
23 that correct?

24 A. That is correct.

25 Q. Are you asking for any other relief? Are

1 you asking for anything else? Are you asking us not to
2 allow them to shut off your power or anything else?

3 A. Yes, correct. I'm -- I would like that it
4 be determined whether or not I do owe this bill, if I owe
5 the bill, do I owe all of it, and will I be given an
6 appropriate amount of time to pay that amount?

7 Q. Okay. So if the Commission does find some
8 liability on this bill, and that's a big if, what you
9 would be asking in terms of time?

10 A. I don't know. I guess I don't have an
11 answer to that question. That would be, you know, that
12 amount of money on top of my normal electric bill would be
13 kind of hard to deal with in a short period of time. If I
14 could get, you know, 6 to 12 months to pay that amount, as
15 well as my continuing electric.

16 Q. Mr. Andersson, how long have you been at
17 your current residence or current address?

18 A. Little over a year. August of last year is
19 when I had my service started.

20 Q. And is this the address that's on the real
21 estate contract that you supplied for us, or is it a
22 different address?

23 A. I'm sorry?

24 Q. Is this the address where you reside now,
25 is this?

1 A. Yes, it is.

2 Q. The same place where at some point I saw a
3 real estate contract. Did you not supply a real estate
4 contract as part of either your complaint -- I could have
5 sworn I saw --

6 A. Yes. That was probably maybe my closing
7 documents or something, showing when I purchased the home,
8 to indicate what -- this -- that had to do more with the
9 bill that they were asking me to pay in regards to
10 25 Woodgate Village, which has been removed.

11 Q. Okay. But you're still living at the
12 No. 1 El Perro, St. Peters?

13 A. That is correct.

14 COMMISSIONER CLAYTON: Okay. Thank you
15 very much.

16 JUDGE PRIDGIN: Commissioner Clayton, thank
17 you. Any further questions from the Bench?

18 (No response.)

19 JUDGE PRIDGIN: All right. Seeing none,
20 Mr. Andersson, is there -- again, no questions, but is
21 there anything else you wanted to say before we moved on
22 to AmerenUE's witness?

23 MR. ANDERSSON: No.

24 JUDGE PRIDGIN: All right. Thank you.
25 What I'd like to do, then, is if I understand how the

1 parties wanted to go with cross-examination, we wanted to
2 go on to AmerenUE's witness, Debra Buhr; is that correct?

3 All right. Ms. Buhr, if you would come
4 forward to be sworn, please.

5 (Witness sworn.)

6 JUDGE PRIDGIN: Thank you very much. If
7 you would please have a seat in the witness chair.
8 Mr. Lowery, whenever you're ready, sir.

9 MR. LOWERY: Thank you, your Honor.

10 DEBRA BUHR testified as follows:

11 DIRECT EXAMINATION BY MR. LOWERY:

12 Q. Would you please state your name for the
13 record.

14 A. My name is Debra Buhr, B-u-h-r.

15 Q. And what's your title, Ms. Buhr?

16 A. I'm a supervisor in the customer contact
17 center.

18 Q. Can you tell the Commission just a little
19 bit about your experience and background with AmerenUE and
20 in this particular area?

21 A. I've been a supervisor in the customer
22 contact center since March of '91. Prior to that, I was a
23 regional supervisor, and prior to that, I was actually a
24 call taker, what we call the district office clerk,
25 handled customers as they walked into the local offices.

1 Q. You've been in your current job for
2 approximately the last 14 years?

3 A. Yes.

4 Q. Now, I believe in response to a question
5 from Commissioner Clayton, Mr. Andersson indicated that
6 his complaint pertained to the Pitman bill. Is that your
7 understanding?

8 A. Yes, that's correct.

9 Q. Have you -- have you seen the Public
10 Service Commission complaint?

11 A. Yes.

12 MR. LOWERY: May I approach the witness?

13 JUDGE PRIDGIN: You may.

14 BY MR. LOWERY:

15 Q. Ms. Buhr, I ask you if you recognize the
16 two-page document that I provided to you?

17 A. Yes.

18 Q. And can you identify that for the
19 Commissioners?

20 JUDGE PRIDGIN: I'm sorry, Mr. Lowery.
21 Just for the benefit of Mr. Andersson, if you could try to
22 speak into a microphone to be sure he can hear.

23 MR. LOWERY: Sure.

24 BY MR. LOWERY:

25 Q. Can you identify this two-page document for

1 the Commissioners?

2 A. Yes. It's a document stating that David
3 Andersson has a case with AmerenUE, and it quotes that he
4 is not responsible for Ericka Walters' bill and that was
5 filed May 3rd of '05.

6 Q. I want to ask you just a follow-up question
7 to the one I asked you a moment ago. I'd asked you
8 whether or not your understanding was that this complaint
9 pertained to the Pitman bill or did it pertain to other
10 bills. And does this document help refresh your
11 recollection in that regard?

12 A. Yes. As far as I -- originally the
13 complaint was revolving around Ericka Walters' bill, and
14 since we have transferred that off of Mr. Andersson's
15 account, I thought it was resolved.

16 Q. Just explain briefly -- and I know there's
17 already been some testimony on this, but just if you could
18 summarize very briefly the four different accounts that
19 have been at issue at one point or another with regard to
20 Mr. Andersson's service history.

21 A. Okay. Initially there were two bills
22 transferred into Mr. Andersson's account when he set it
23 up. There was a bill in his name from the Pitman address.
24 There was a second bill under the name of Ericka Walters
25 from an address of 25 Woodgate. Woodgate Village, I

1 believe is the right name.

2 Mr. Andersson filed an informal complaint
3 with the Missouri Public Service Commission, I believe it
4 was back in March, asking that Ericka Walters' bill and
5 name be removed from his current contract on El Perro, and
6 they initiated -- requested an investigation.

7 Following that investigation, I found that
8 there were actually two prior bills, one from a Kent Drive
9 address and another one from an Elm Court address that had
10 been previously transferred into the Woodgate Village
11 account. And since we couldn't place Mr. Andersson at
12 those two addresses, they were immediately transferred
13 out, leaving only the Woodgate Village bill and the Pitman
14 bill on Mr. Andersson's account.

15 Q. And the company, as I understand it, then,
16 the Kent and the Elm bills were ultimately transferred to
17 the Woodgate account, which ultimately was transferred to
18 Mr. Andersson's account, and the Woodgate bill was
19 transferred to Mr. Andersson's account initially why?

20 A. That's correct. And that's because we
21 received information that Mr. Andersson resided with
22 Ms. Walters at the 25 Woodgate address and also they were
23 both residing at the El Perro address.

24 Q. And Ms. Walters, to your knowledge, is at
25 this time and at least at the time of the Woodgate

1 residency was Mr. Andersson's girlfriend?

2 A. Yes, that's correct.

3 Q. Now, the Elm and Kent bills, you already
4 testified those are not at issue, and the Woodgate bill is
5 no longer at issue. Can you just tell the Commission why
6 the Woodgate bill is no longer at issue?

7 Q. In an attempt to try to resolve this
8 complaint, we did transfer Ericka Walters' bill or the
9 bill from Woodgate. Also, in consideration for
10 Ms. Walters coming forward during the PSC conference call,
11 prehearing, she did claim responsibility for that bill,
12 and we transferred it off based on that.

13 Q. And did you think that that resolved
14 Mr. Andersson's complaint?

15 A. Yes.

16 Q. And that's because the complaint asked that
17 the Commission remove Ericka Walters' bills from
18 Mr. Andersson's account, and the company has now done
19 that?

20 A. That's correct.

21 Q. And those bills totaled something in the
22 neighborhood of 11 or \$1,200 together?

23 A. That's correct.

24 Q. Hand you what I ask to be marked for
25 identification as --

1 JUDGE PRIDGIN: Exhibit 2, please.

2 MR. LOWERY: Exhibit 2.

3 (EXHIBIT NO. 2 WAS MARKED FOR
4 IDENTIFICATION BY THE REPORTER.)

5 BY MR. LOWERY:

6 Q. Can you please identify this exhibit?

7 A. Yes. What you have here, the top sheet is
8 a summary of the account at 111 East Pitman listing the
9 bills and the statements. The final bill is 795.20.
10 Pages 2, 3, 4 and pages 11 through 14 are actual documents
11 that come from our system that support this summary on the
12 top sheet. Pages 5 through 10 are contacts that we list
13 on the account. They're also part of our billing records
14 when a customer calls in or sends documentation, whatever,
15 it's noted on the account, and that's a summary.

16 Q. And are these documents prepared from
17 information that's inputted into AmerenUE's billing system
18 by its employees?

19 A. Yes.

20 Q. And do they input that information
21 reasonably contemporaneously with the time they get the
22 information?

23 A. Yes.

24 Q. So these are output of business records
25 that AmerenUE maintains with regard to its customer

1 accounts; is that correct?

2 A. That's correct.

3 MR. LOWERY: Your Honor, I'd move for
4 admission of Exhibit No. 2.

5 JUDGE PRIDGIN: All right. Any objections?

6 (No response.)

7 JUDGE PRIDGIN: Hearing no objections,
8 Exhibit No. 2 is admitted into evidence.

9 (EXHIBIT NO. 2 WAS RECEIVED INTO EVIDENCE.)

10 JUDGE PRIDGIN: And, Mr. Lowery, because
11 Mr. Andersson is on the phone, I assume he has not
12 necessarily seen copies of these.

13 MR. LOWERY: It's our belief that he was
14 provided probably the first page, the summary of the
15 statement of account at one point, but I don't believe he
16 probably has seen the others. We anticipated him being
17 here today.

18 JUDGE PRIDGIN: All right. If you would
19 make sure that Mr. Andersson gets copies of these.

20 MR. LOWERY: We absolutely will.

21 JUDGE PRIDGIN: All right. Thank you.

22 BY MR. LOWERY:

23 Q. Ms. Buhr, I want to direct your attention
24 to page 3, and these have been numbered in the bottom
25 right-hand corner by hand for page numbers, just for

1 reference, correct?

2 A. Yes.

3 Q. And I want to direct your attention to the
4 right side of that page, and there's an abbreviation that
5 says SSN number. What does that stand for?

6 A. That's the Social Security number that was
7 provided to us when the account opened.

8 Q. That's something that whoever called you
9 would have had to provide you, correct?

10 A. Exactly.

11 Q. To your knowledge, when did Mr. Andersson
12 first dispute the Pitman bill?

13 A. After investigating, we did find record
14 that Ericka actually called to dispute the Pitman bill
15 back on October 4th of '04, and per the notes that are in
16 the contacts here, she said that she had a copy of a
17 credit report stating that the 795.20 had been omitted.
18 We also have record of a contact on November 4th of '04
19 where a representative advised Mr. Andersson to contact
20 Mediacredit for verification on the -- on the bill. And
21 let's see. On March 16th of '05, we have record that
22 Damon said he disputed the bill in the past and that it
23 was removed from his credit report.

24 Q. So if I have my timeline correct,
25 Mr. Andersson moved into the El Perro address in August of

1 '04, correct?

2 A. That's correct.

3 Q. And any dispute either by Ms. Walters or
4 Mr. Andersson to your knowledge occurred after that time;
5 is that correct?

6 A. That's correct.

7 Q. Do you have any information that would
8 indicate that Mr. Andersson, in fact, had accepted
9 responsibility for the Pitman bill on prior occasions?

10 A. Yes, I do have two contacts here. The
11 first one occurred on page 8. It would be the fourth
12 entry down. The date of the entry was February 6th of '02
13 at 8:12 a.m. One of our contact representatives noted the
14 account that they made arrangements with Mr. A, meaning
15 Mr. Andersson -- we ask them to abbreviate as much as
16 possible for speed -- which indicates that apparently
17 Mr. Andersson had called to set up payment arrangements on
18 the account to prevent a disconnection of the account at
19 that time.

20 The entry right above that shows that he
21 said he would pay \$250 before February 7th and that the
22 balance, \$530 was going to be paid over 12 months at
23 around \$45 per month.

24 Q. Was that the -- was there another instance
25 where Mr. Andersson agreed to pay the bill?

1 A. Yes. Now, this account actually closed
2 February 28th, which was 22 days after those arrangements
3 were set up. After the account closed, collection letters
4 were sent, and on May 21 of 2002, at 8:55 a.m. -- now,
5 this is on page 6, if you're following along in here -- we
6 do have record that Damon will be paying \$80 per month to
7 pay account off. First payment will be within the next
8 30 days. And those remarks were entered by one of our
9 call takers.

10 Q. Let me ask you something. The purpose of
11 these notes that the call center individuals take is to
12 make note of any significant information about the
13 account; is that true?

14 A. That's true.

15 Q. You've been doing this for how long?

16 A. 25 years.

17 Q. Sorry to ask you that. Is there any record
18 in the call logs relating to contacts with Mr. Andersson
19 that would indicate that he ever told anybody at AmerenUE,
20 at least in connection with the Woodgate and Ericka
21 walters' bills in this complaint, that somebody else had
22 used his name to sign up for electric service at Pitman?

23 A. No.

24 Q. Is that the kind of thing that a customer
25 service rep would be expected to note?

1 A. Yes.

2 Q. Pretty significant fact?

3 A. Yes, it is.

4 Q. In fact, are customer reps trained to note
5 that kind of information?

6 A. Yes, they are.

7 Q. Specifically on that kind of point?

8 A. Yes. And also we have a quality assurance
9 program in place where calls are monitored to make sure
10 that they do.

11 Q. Can you explain, Mr. Andersson discussed a
12 little bit about credit reports and items being removed
13 from a credit report and collection agencies and those
14 kind of things. Can you explain for the Commission how
15 the collection agencies or credit reports fit in to
16 situations like this, particularly with respect to the
17 Pitman bill and what that means or doesn't mean in terms
18 of AmerenUE's billing?

19 A. Okay. When an account closes, we send two
20 collection letters to the customer advising him that the
21 bill is outstanding and needs to be paid. If the customer
22 fails to respond and there's no payment made, we do turn
23 the bill over to a collection agency and they have the
24 opportunity to try to collect the bill for us. As far as
25 any notification to a credit report, that would be between

1 the collection agency on reporting the outstanding debt.

2 Ameren -- if we receive word that -- or a
3 customer applies for new service, we may ask that that
4 bill be returned to us so that we can seek collection. If
5 the customer has some sort of a dispute with the bill and
6 talks to the credit -- the collection agency, there is a
7 chance that the collection agency may stop collection
8 action on that bill, if there's some sort of dispute.
9 That doesn't really exonerate the customer from our -- we
10 can still collect on the bill, though.

11 Q. In effect, the collection agent has an
12 opportunity for a commission to collect the bill; is that
13 basically how it works?

14 A. Right. Right.

15 Q. But if they decide it's not worth their
16 pursuit any further or we want to take the bill back from
17 the collection agency because there's new service, that
18 indebtedness is still between the company and AmerenUE,
19 and the collection agency's out of the picture at that
20 point?

21 A. That's true.

22 Q. Does AmerenUE have anything to do with what
23 that collection agency might or might not report to a
24 credit bureau?

25 A. No.

1 Q. This amount of money on Pitman has been
2 owed since February 2002; is that correct?

3 A. Yes.

4 Q. Is Ameren seeking to collect interest, late
5 charges, anything of that nature?

6 A. No.

7 MR. LOWERY: Thank you, Ms. Buhr.

8 JUDGE PRIDGIN: Mr. Lowery, thank you. Let
9 me see if we have any cross-examination from Staff.
10 Mr. Berlin?

11 MR. BERLIN: Yes, your Honor.

12 CROSS-EXAMINATION BY MR. BERLIN:

13 Q. Good morning, Ms. Buhr. I have just a
14 couple clarifying questions related to Exhibit 2 that you
15 were referring to --

16 A. Okay.

17 Q. -- so I can clarify what I'm looking at.
18 And I will for the benefit of Mr. Andersson state what I'm
19 looking at. Going to your page 8, and there's the fourth
20 entry down, and that entry appears to be made on February
21 6th of 2002 at 8:12 a.m. Am I to understand that is the
22 first contact that AmerenUE had with Mr. Andersson or the
23 person identified as Mr. Andersson? Or please explain
24 that to me.

25 A. There's several contacts on the account,

1 but most of those are saying Ms., you know, like M-s, so
2 there was a lady that apparently called in for prior
3 arrangements on the account. But the one -- the entry
4 made on February 6th of '02 specifically states that it
5 was with Mr. A, Mr. Andersson.

6 Q. And as a result of this call, what
7 happened?

8 A. The service was not interrupted. We set up
9 a payment arrangement so that the amount that was owed
10 could be paid over 12 months.

11 Q. In turning to page 6, I believe you said
12 that there was a second contact with Mr. Andersson?

13 A. Yes.

14 Q. Could you please explain that again to me?

15 A. Sure. The date is May 21 of 2002, at
16 8:55 a.m., and the notations that were made on the account
17 by our call taker states, Damon will be paying \$80 per
18 month to pay account off. First payment will be within
19 the next 30 days.

20 Q. The \$80 payment, does that apply to the
21 \$795 --

22 A. Yes.

23 Q. -- and 20 cents?

24 A. Uh-huh.

25 Q. Were there any other company contacts with

1 Mr. Andersson based on your records?

2 A. Let's see. If you look on page 6, going
3 up, the first one that's listed on that page dated
4 August 28th of '02, one of our call takers advised
5 Mr. Andersson he would need to contact the collection
6 agency to set up a payment agreement on the bill.

7 So what that -- what I understand from that
8 is that the bill did go to a collection agency, and once
9 it's in the hands of the collection agency, you know, the
10 customer can make payment arrangements with the collection
11 agency, but it's up to the collection agency at that point
12 whether they're going to accept the payment arrangements
13 or not.

14 MR. BERLIN: Staff has no further
15 questions, your Honor.

16 JUDGE PRIDGIN: Mr. Berlin, thank you.

17 Mr. Andersson, do you have any questions
18 and only questions for Ms. Buhr?

19 MR. ANDERSSON: Yes.

20 CROSS-EXAMINATION BY MR. ANDERSSON:

21 Q. Does the call center verify who they are
22 talking to when a person calls in to discuss an account?

23 A. Yes, we do ask for a name. We do keep
24 better records since 2002. We've got a little bit better
25 billing system right now, and we do ask for the names.

1 Q. And during service start-up and that type
2 of thing, are those phone calls recorded? Or you made the
3 indication that there is monitoring of the phone calls.
4 Is that only for quality-type purposes, or for
5 recordkeeping?

6 A. It's primarily for quality reasons. The
7 calls, however, are really only kept about three months.

8 Q. Okay. And I don't recall if it was
9 myself -- or if it was you that I had spoke to regarding
10 this bill. Do you recall you and I speaking?

11 A. No, I don't right off.

12 Q. Okay. I had spoke to a supervisor. I do
13 not know the individual's name -- it was a female --
14 regarding this bill and was -- that individual was in a
15 roundabout way making a claim that I was trying to do some
16 kind of con artist maneuver to get electric service turned
17 on for myself at Ericka's address and Ericka was trying to
18 turn on my electric and that kind of thing in order to
19 avoid bill. Do you know of any conversations regarding
20 that?

21 A. No, but I don't have a listing of the
22 comments on your current account right in front of me.
23 All I've got is this exhibit, and it refers primarily to
24 the 111 East Pitman account.

25 Q. In regards to -- you said that there has --

1 that there had been times in which payment arrangements
2 had been made on that account back in '02; is that
3 correct?

4 A. Yes.

5 Q. And if another individual was to make those
6 payment arrangements other than me, would it indicate in
7 the file who that individual was or would it just say that
8 Mr. Andersson's account -- would it indicate the person
9 that they were talking to as who the account belonged to
10 or would they indicate the name of the person they were
11 talking to?

12 A. No. This would list the name of the
13 person -- or the name that they provided when the customer
14 called. The February entry does say with Mr. A, which
15 means that the caller at that time said he was
16 Mr. Andersson.

17 MR. ANDERSSON: Okay. I don't believe I
18 have any other questions.

19 JUDGE PRIDGIN: All right. Mr. Andersson,
20 thank you. Let me see if we have any questions from the
21 Bench. Commissioner Murray?

22 QUESTIONS BY COMMISSIONER MURRAY:

23 Q. Good morning.

24 A. Good morning.

25 Q. Your exhibit on page 1 indicates that there

1 were payments made; is that correct?

2 A. That's correct.

3 Q. And do you have anything in your records
4 that show from whom those payments were received?

5 A. No. Our billing system doesn't track that.

6 Q. And is Mr. Andersson currently a customer
7 of Ameren in another location?

8 A. Yes, he has an account at 1 El Perro.

9 Q. Do you know if he is current on his bills
10 at that address at this time?

11 A. I can't say for sure.

12 COMMISSIONER MURRAY: I don't think I have
13 any other questions. Thank you.

14 JUDGE PRIDGIN: Commissioner Murray, thank
15 you. Commissioner Gaw?

16 COMMISSIONER GAW: I have a few.

17 QUESTIONS BY COMMISSIONER GAW:

18 Q. And some of these are a little bit
19 repetitive, but I just want for purposes of clarification,
20 on the 5/21/2002 date --

21 A. On the contacts?

22 Q. Yes. And is that the date there --

23 A. Yes.

24 Q. -- where I read that?

25 A. Uh-huh. It starts out with the year first,

1 2002, and then 05-21.

2 Q. On page 6, where you referred to it earlier
3 as a statement that Damon will be paying \$80 a month to
4 pay account off, the first payment will be within the next
5 30 days?

6 A. That's correct.

7 Q. Were there payments received as a result of
8 that contact?

9 A. No.

10 Q. All right. And what kind of -- what kind
11 of identification would have been done by the individual
12 for Ameren as a matter of normal business practice to
13 determine that that indeed was Damon on the phone?

14 A. The fact that they had Damon listed there
15 means that the caller provided the name Damon to the call
16 taker.

17 Q. Okay. So this would have been the
18 verification --

19 A. Yes.

20 Q. -- would have been the individual said that
21 was their name?

22 A. That's correct.

23 Q. And --

24 A. Excuse me. One other thing.

25 Q. Yes. Go ahead.

1 A. To provide information on an account,
2 before we will provide information on an account, the call
3 taker has to confirm either the Social Security number on
4 the account, the account number -- or the account number.

5 Q. Or the account number. So they would have
6 had to have had either that personal information on the
7 Social Security number or the account itself?

8 A. Yes.

9 Q. All right. And then there was another --
10 there was one other contact that talked about making
11 payments; is that correct?

12 A. On that page 6?

13 Q. On page 8.

14 A. Oh, on page 8.

15 Q. And if there's another one, I want you to
16 tell me about that one, too.

17 A. Sure.

18 Q. Well, let me stop for just a minute. The
19 one on 2002-5-21 specifically was about the 111 East
20 Pitman, O'Fallon, Missouri?

21 A. Yes.

22 Q. Okay. I think you said that earlier, but
23 it was asked in a little bit different way.

24 A. Okay.

25 Q. Okay. Now, the contact on page 8, which

1 was 2/6/02, is that a different contact?

2 A. Yes. This contact was dated on
3 February 6th of '02 at 8:12 a.m., and at that time,
4 apparently, the account was delinquent.

5 Q. Yes.

6 A. And apparently the caller, saying they were
7 Mr. Andersson, called to see what he could do to keep the
8 service from being disconnected. We set up a payment
9 arrangement on the account, which is just right above
10 there, you'll see that. Promised to pay \$250 before
11 February 7th, and then deferring \$530.42 for 12 months,
12 meaning that amount would be paid \$45 per month. Now,
13 that \$250 payment was made. We did get that \$250 payment.

14 Q. Do you know when you got it?

15 A. It's listed here on the account as of
16 February 6th of '02.

17 Q. And Commissioner Murray asked you about
18 tracking where payments came in. In this specific case,
19 can you tell me where that payment came from?

20 A. No.

21 Q. Or who paid it?

22 A. No, sir, I can't.

23 Q. And the verification procedures on
24 February 6th of '02, again, were the same as you described
25 earlier about either having a Social Security number or an

1 account number available?

2 A. That's correct.

3 Q. And again, this individual at that time
4 identified themselves as who?

5 A. Mr. Andersson.

6 Q. Okay.

7 A. It says Mr. A, but again, you know, for --
8 to expedite the entries on the accounts, we have the call
9 takers abbreviate as much as possible.

10 Q. And when you have to go back, if you've got
11 multiple Mr. A's living at that address, how do you know
12 which one --

13 A. If there's multiple Mr. A's, then there
14 needs to be a first name also.

15 Q. Was that standard business practice?

16 A. Yes.

17 Q. In this case, was there anyone else with a
18 last name that began with A that was living in the
19 household during the time in question?

20 A. Not that I'm aware of, no.

21 Q. You would be aware if you were seeking
22 payment from any of those individuals that might have been
23 living there?

24 A. If there were more than one Mr. A at this
25 address and the call taker was aware of that, they would

1 have included the first name on there.

2 Q. So no photocopies or any copies whatsoever
3 are kept of any checks that are written for bills to
4 AmerenUE?

5 A. Not unless they're returned insufficient.

6 Q. And in regard to -- would there not be some
7 bank information or some account information that would,
8 if we sought it, indicate where those monies came from?

9 A. No, sir.

10 Q. At least not that you're aware of?

11 A. No. Our billing system isn't that, I
12 guess, sophisticated enough to keep records of who makes
13 what checks and that.

14 Q. But there would be a financial institution
15 record of deposits, would there not?

16 A. That I couldn't say. I don't know.

17 Q. You just don't know the answer to that,
18 correct?

19 A. Right.

20 Q. All right. So let me ask you this: In
21 regard to communications or credit report information, I
22 need a little bit more clarity to understand how this
23 works. If you have a bill that has not been paid, at some
24 point in time does it get fed into a collection agency?

25 A. Yes.

1 Q. About how long does it take for a bill

2 to --

3 A. About 60 days.

4 Q. Before you would refer it?

5 A. Yes.

6 Q. And then when it's referred to a collection
7 agency, how does that collection agency get paid?

8 A. Either the customer pays them directly or
9 if we -- and then they let us know that they received
10 payment on it. If the customer pays us, we let them know
11 that we received payment on it.

12 Q. Right. And how is the collection agency
13 paid? How are they paid for their work?

14 A. Oh, you mean do they get a percentage of
15 the bill?

16 Q. Whatever, yeah. How are they paid?

17 A. To tell you the truth, I'm not sure. I
18 don't know for sure.

19 Q. They do get payment? They don't do this
20 for free, right?

21 A. That's correct.

22 Q. Okay. So if they receive -- if they
23 receive payment, do they forward you the entire amount
24 they receive, or do they refer you an amount received less
25 whatever they're owed?

1 A. I'm sorry. I don't know for sure.

2 Q. Okay. In the case that a collection agency
3 has the account, do they have the ability to compromise a
4 bill?

5 A. Not without contacting us first.

6 Q. And when they contact you, they will say,
7 we have a potential to resolve a bill for a certain amount
8 of money, and someone would either say yes or no or give
9 them some idea of what that --

10 A. Yes.

11 Q. -- what that settlement range could be?

12 A. Yes.

13 Q. Who would do that?

14 A. Our credit department.

15 Q. Okay. You're not in the credit department,
16 correct?

17 A. No, sir. That's correct.

18 Q. Do they have to contact someone in your
19 department before they resolve that issue?

20 A. No.

21 Q. All right. Do you know whether or not when
22 an issue of that sort is resolved, the -- there are
23 records kept of that resolution?

24 A. The credit department will note the account
25 again in the context, do not collect on this bill. For

1 example, if -- if some sort of action is taken where like
2 the customer, their salary is garnished for payment of a
3 bill, the credit department will note it, do not transfer
4 bill, do not collect. It's within -- the collection
5 agency's taking care of it.

6 Q. Okay. Now, in regard to credit reports
7 themselves, does the agent -- does the collection agency
8 have authority from Ameren to change something on a credit
9 report if it relates to a bill of AmerenUE?

10 A. If they -- you mean to settle it for like a
11 lesser amount? They need to contact someone in the credit
12 department.

13 Q. I think you've already said that. What I'm
14 asking you is whether or not on an individual's credit
15 report, credit rating report, the lists that --

16 A. Right.

17 Q. -- you could get or I could get about our
18 own credit, does that collection agency have authority
19 from AmerenUE to send information to a credit rating
20 agency in regard to that bill?

21 A. I know that the collection agency reports
22 bills to the -- so that they appear on a credit report. I
23 do know that they also withdraw accounts from the credit
24 report, and I do believe they are -- they can do that
25 without having to notify Ameren.

1 Q. And how do you -- what do you base that
2 opinion on that they can do that?

3 A. Well, I do know that when we do receive a
4 payment on an account, we have to let -- we let credit
5 know that a payment's been paid. Credit lets the
6 collection agency know, and the collection agency sees
7 that the bill is removed from the credit report.

8 Q. Okay. So in that case, the credit agency
9 is acting on behalf of Ameren?

10 A. Yes. Okay. And I do know that if a
11 customer does contact us and they dispute a bill, and if
12 we make the determination that -- that it's not their
13 bill, we will tell the collection agency, you know, stop
14 collection action on this bill, the customer's not
15 responsible for it, and then they in turn notify the
16 credit reporting agencies.

17 Q. Okay. And to your knowledge, does the
18 credit reporting agency then follow the direction of the
19 collection agency?

20 A. As far as I know, they do.

21 Q. Yes. Okay. Would it be unusual in this
22 case or in a case like this where a customer stated that
23 they had a bill in dispute, for a collection agency to act
24 to notify credit rating agencies that they should remove a
25 debt to AmerenUE from that individual's credit report?

1 A. I don't know how common that would be. I
2 do know it goes the other way, that Ameren can contact the
3 collection agency to stop collection on a bill. But I
4 don't know about, you know, in reverse, how that would
5 work.

6 Q. But in other cases that you are familiar
7 with, there is always contact as a matter of practice made
8 with Ameren before the collection agency responds in
9 eliminating something from a credit report?

10 A. Yes.

11 Q. The initial setup on this account at
12 111 East Pitman in O'Fallon, would that have been done by
13 phone?

14 A. Yes.

15 Q. Okay.

16 A. Most likely.

17 Q. Do you have any way of knowing that from
18 the records that you have?

19 A. No, I don't.

20 Q. Is there -- and what information would
21 have -- at the time frame that this account was set up,
22 what information would have been required of the
23 individual before that account would have been set up?

24 A. First we'd ask for the name, full name,
25 middle initial. We'd ask for a Social Security number.

1 And at the time this was set up back in 2000, we probably
2 would have asked for employment to determine whether a
3 deposit would have been required or not.

4 At the time this service application was
5 received, it looks like we were provided information with
6 -- with the Social Security number and that the person was
7 employed by Grand Oak Heating and Air Conditioning.

8 Q. Grand Oak Heating and Air Conditioning?

9 A. Uh-huh. That's what the account notes.

10 Q. Okay. Anything else noted on the account?

11 A. No. Only that when the account closed,
12 there was a forwarding address provided of -- now, I don't
13 know if the customer provided this or if it was a
14 forwarding address that the post office later provided us,
15 but the forwarding address was 313 East North Second,
16 No. 1, Wright City, Missouri 63390.

17 Q. Is that a significant address? Does it tie
18 into anyone in particular that you are aware of?

19 A. No. Just that when the account closed,
20 either at the time the account closed we were provided
21 that information or when we sent follow-up collection
22 letters that were returned, you know, by the post office.
23 If we mailed something to 111 East Pitman and we put
24 address correction requested, the post office will provide
25 us with the forwarding address for that person.

1 Q. Okay. So you don't know where the
2 information came from?

3 A. No.

4 Q. But would you read that address to me
5 again?

6 A. Sure. The address is -- and actually you
7 can see it. It's on page 3 in the upper right-hand
8 corner.

9 Q. Okay.

10 A. It says, Andersson, Damon E., 313 East
11 North Second Street, No. 1, Wright City, Missouri 63390.

12 Q. Okay. Thank you. Now, when the -- back to
13 the time when the initial account was set up at 111 East
14 Pitman, is there any other information in your files that
15 indicates anything about the identity of the individual
16 calling?

17 A. No.

18 Q. Or anything else --

19 A. No.

20 Q. -- around that time?

21 A. No. It looks like the oldest remarks that
22 we were able to retrieve, the oldest remark was dated
23 March 5th of 2001, and that's on page 10.

24 Q. Just a second.

25 A. Sure.

1 Q. And what did you say about whether there
2 was a deposit at that time?

3 A. At the time we were accepting service
4 applications back in 2000, to determine whether or not we
5 should request a deposit on an account, we would ask
6 certain questions to see if they met certain criteria, if
7 they were employed, if they had a regular income, if they
8 owned the home, things like that. If they met one of
9 those, we did not charge a deposit.

10 Q. Do you -- what do you have in your records
11 that says what happened in that regard in this account?

12 A. On page 3, toward the bottom on the
13 right-hand side, it has the Social Security number listed
14 there, (Reporter's note: Number deleted per Judge
15 Pridgin's instruction), and right underneath that, with a
16 Code 2, it says Grand Oak Heating and Air Conditioning,
17 nine months.

18 Q. And that would have been enough to avoid a
19 deposit?

20 A. We would have waived the deposit, right.

21 COMMISSIONER GAW: Okay. I think that's
22 all I have.

23 THE WITNESS: Thank you.

24 JUDGE PRIDGIN: Commissioner Gaw, thank
25 you. Commissioner Applling?

1 COMMISSIONER APPLING: Judge, I don't think
2 I have any questions.

3 JUDGE PRIDGIN: All right. Let me see if
4 we have any cross-examination based on Bench questions.
5 Mr. Berlin?

6 MR. BERLIN: Yes, your Honor. I have one
7 question.

8 RE-CROSS-EXAMINATION BY MR. BERLIN:

9 Q. And perhaps you already answered this, but
10 I'm trying to clarify. Commissioner Gaw had asked you
11 some questions about the credit reporting agency. Does
12 AmerenUE report customer payment delinquencies to a credit
13 reporting agency?

14 A. On active accounts, no.

15 Q. Does AmerenUE report delinquent accounts on
16 inactive accounts?

17 A. Well, after an account closes, we do -- we
18 do attempt to try to collect the bill. We'll send two
19 collection letters to the last known address advising that
20 there is an outstanding bill, and if there's no response
21 to those letters, then we forward that bill to the
22 collection agency for them to collect on it. Am I
23 answering your question?

24 Q. But is there a communication from AmerenUE
25 to a credit reporting agency?

1 A. No, no, no. We don't deal with them
2 directly.

3 MR. BERLIN: All right. Thank you. No
4 further questions.

5 JUDGE PRIDGIN: Mr. Berlin, thank you.
6 Mr. Andersson, any further questions, but only questions
7 for Ms. Buhr?

8 MR. ANDERSSON: Yes.

9 RECROSS-EXAMINATION BY MR. ANDERSSON:

10 Q. Are the collection companies that AmerenUE
11 deals with, are they part of AmerenUE or are they totally
12 separate entities?

13 A. No, they're totally separate entities.

14 Q. And is there more than one?

15 A. Yes.

16 Q. Okay. You said that verification when
17 someone calls in to speak about a bill or an account or
18 something, that verification is done by either Social
19 Security number or account number; is that correct?

20 A. That's correct.

21 Q. Okay. And account numbers are generally
22 printed on the bill; is that correct?

23 A. That's correct.

24 Q. And bills are generally in the form of a
25 postcard; is that correct?

1 A. That's correct.

2 Q. So there -- so an account number would not
3 be a sealed piece of information?

4 A. That's true.

5 MR. ANDERSSON: Okay. I don't have any
6 other questions.

7 JUDGE PRIDGIN: Mr. Andersson, thank you.
8 Let me see if we have any further questions from the
9 Bench.

10 Mr. Lowery, any redirect?

11 MR. LOWERY: Very briefly.

12 JUDGE PRIDGIN: And after Mr. Lowery's
13 direct, this may be a good time for a break.

14 REDIRECT EXAMINATION BY MR. LOWERY:

15 Q. Ms. Buhr, I believe Commissioner Murray
16 asked you about the status of Mr. Andersson's current
17 account on El Perro?

18 A. Yes.

19 MR. LOWERY: May I approach, your Honor?

20 JUDGE PRIDGIN: You may.

21 BY MR. LOWERY:

22 Q. I think your response to her question was
23 that you weren't sure what the current status was. Did
24 the documents that I provided -- first of all, what are
25 the documents I've provided to you?

1 A. It's the similar information as what's
2 included in Exhibit 2 showing a summary of the El Perro
3 account. But again, this was dated back on June 30th of
4 '05, so, you know, this is -- this is November. So I
5 can't say that --

6 Q. As of June 30, '05, what was the status of
7 Mr. Andersson's El Perro account?

8 A. As of June 30th, the account balance was
9 1,497.01. Now, that reflects the two bills, the Kent
10 address and the Elm Court that had already been removed.
11 It does not include the -- I'm saying this backwards. The
12 \$1,400 bill includes the \$566 bill from Woodgate, which
13 has since been removed. So this amount is actually
14 inflated by that 566.86.

15 Q. So you'd have to take -- at least as of
16 that time, three or four months ago, you'd have to remove
17 the 566 from the 1,497?

18 A. Right. So we're talking about \$900, and of
19 that \$900, 795 of that would have been the Pitman account.
20 So it was about \$100 behind.

21 Q. There was a small delinquency at that time?

22 A. Small, very.

23 Q. Thank you. Do you know independently
24 anything about any reports that have been made to credit
25 reporting bureaus --

1 A. No.

2 Q. -- one way or another about the Pitman
3 bill?

4 A. No, I don't.

5 Q. You don't know, for example, whether or not
6 any credit report at any collection agency has reported
7 the Pitman bill in a way that would have it removed or not
8 removed from Mr. Andersson's credit report?

9 A. No, I don't.

10 Q. Have you seen any documentation that would
11 reflect that one way or another?

12 A. Only what Mr. Andersson provided. He had a
13 credit report that he provided that showed -- with a
14 notation on the side that an Ameren -- it was handwritten
15 in that Ameren's bill had been removed.

16 Q. I'm going to hand you a three-page document
17 and ask if you could verify whether that's the document
18 you just referred to.

19 A. Yes, it is.

20 Q. And the second page of that document, what
21 is it?

22 A. It is a credit report -- well, it says your
23 Transunion file, and it's got a number. It's saying it
24 was page 1 of 4. It was dated January 12th of '04, and it
25 was mailed to Damon Andersson at 601 Kent Drive,

1 Wentzville. There's several items listed there, and
2 handwritten off on the right-hand side it says, AmerenUE
3 795 -- \$795 deleted January '04 except Equifax dispute
4 yesterday.

5 Q. And that is the second page of a three-page
6 document that Mr. Andersson filed with the Commission on
7 July 22, 2005?

8 A. That's correct.

9 Q. Anywhere in that document does it actually
10 say that an AmerenUE bill has been removed from the credit
11 report?

12 A. Not that I see.

13 Q. Just somebody wrote by hand something about
14 an AmerenUE bill, correct?

15 A. Yes.

16 MR. LOWERY: Your Honor, I do not have
17 sufficient copies to provide everyone. This is a part of
18 the Commission's case file. I would like to enter this
19 into the record. If I could -- we can mark it Exhibit 3
20 and offer it at this time, and I can provide copies if you
21 like after the hearing.

22 JUDGE PRIDGIN: That's exactly what I
23 prefer. Let me label that as Exhibit No. 3, and see if we
24 have any objections.

25 (No response.)

1 JUDGE PRIDGIN: All right. Hearing none,
2 Exhibit No. 3 is admitted.

3 (EXHIBIT NO. 3 WAS RECEIVED INTO EVIDENCE.)

4 JUDGE PRIDGIN: Mr. Lowery?

5 MR. LOWERY: I have no further questions.
6 Thank you.

7 JUDGE PRIDGIN: All right. Thank you. See
8 if we have anything else from the Bench or anything else
9 before we take a brief break.

10 (No response.)

11 JUDGE PRIDGIN: All right. Hearing
12 nothing, this looks to be a convenient time to take a
13 break. Let's break for about 15 minutes, and we'll go off
14 the record.

15 Would you prefer to remain on the line or
16 would you like to hang up and I'll give you a call back?

17 MR. ANDERSSON: I would prefer to hang up
18 and have you call me back.

19 JUDGE PRIDGIN: All right. We'll break for
20 15 minutes. We're off the record.

21 (A BREAK WAS TAKEN.)

22 JUDGE PRIDGIN: We have resumed the hearing
23 in Case No. EC-2006-0398. And I did want to go on the
24 record and talk about what was discussed off the record.
25 And, Mr. Andersson, I'll remind you that you're under

1 oath. Before we went back on the record, Mr. Andersson, I
2 think you asked me what I think were simply procedural
3 questions, and that is when the decision would be made in
4 this case and if you were entitled to a copy of the
5 transcript, and I answered your questions. Is that what
6 you recall, Mr. Andersson?

7 MR. ANDERSSON: Yes.

8 JUDGE PRIDGIN: And then, Mr. Berlin, I
9 think you mentioned off the record that one of the parties
10 might file a motion to protect some of the evidence that's
11 already been offered in this case because it's highly
12 confidential and that nobody would object to such a
13 motion. Do I understand that correct, Mr. Berlin?

14 MR. BERLIN: Yes, your Honor.

15 JUDGE PRIDGIN: And, Mr. Lowery, does that
16 sound correct to you?

17 MR. LOWERY: Yes. We don't have any
18 objection. Again, I think the only information that's
19 customer information that had not already been provided
20 about Mr. Andersson himself in the record was a Social
21 Security number, and we would have no objection to
22 striking that from the public record.

23 JUDGE PRIDGIN: And, Mr. Andersson, is that
24 your understanding and do you have any problem with that?

25 MR. ANDERSSON: That is my understanding

1 and I have no objections.

2 JUDGE PRIDGIN: All right. Thank you. And
3 I believe that's all we discussed off the record. Does
4 anybody believe anything to the contrary?

5 MR. LOWERY: No, your Honor.

6 JUDGE PRIDGIN: If I'm not mistaken, we
7 have a Staff witness, Mr. Watkins, available.
8 Mr. Watkins, if you'll come forward to be sworn, please.

9 (Witness sworn.)

10 JUDGE PRIDGIN: Thank you very much,
11 Mr. Watkins. If you'll have a seat.

12 And, Mr. Berlin, when you're ready, sir.

13 JAMES C. WATKINS testified as follows:

14 DIRECT EXAMINATION BY MR. BERLIN:

15 Q. Mr. Watkins, would you please state your
16 name again for the record and your position with the
17 Commission.

18 A. My name is James C. Watkins. I'm the
19 manager of economic analysis in the energy department.

20 Q. And what are your duties with the
21 Commission?

22 MR. ANDERSSON: Excuse me. I'm having
23 difficulty hearing.

24 MR. BERLIN: I'll say it again.

25 BY MR. BERLIN:

1 Q. Mr. Watkins, what are your duties with the
2 Commission?

3 A. They primarily have to do with cost of
4 service and rate design, any type of quantitative economic
5 analysis that the Staff needs to provide to the
6 Commission. I also have a background in electric matters
7 with regard to tariffs, customer complaints, certificate
8 of necessity, those kinds of things from a previous
9 organization the Commission had where I was in the
10 electric department. Those responsibilities have
11 continued, so I'm sort of in charge of -- or responsible
12 for at least a lot of matters regarding electric
13 utilities.

14 Q. And, Mr. Watkins, could you please explain
15 your involvement in this particular case?

16 A. I was not very involved until basically the
17 prehearing conference. The Commission's Consumer Services
18 Department had dealt with this matter on an informal
19 basis. Mr. Mac McDuffey who works with me, did an
20 investigation for the Staff after it became formal,
21 discussed those findings with me, and we prepared a
22 recommendation in this case that was filed. The
23 prehearing conference and beyond, I've been involved in
24 discussions back and forth.

25 Q. Mr. Watkins, have you been present for the

1 hearing today?

2 A. Yes, I have.

3 Q. And have you listened and heard the
4 testimony provided by the witnesses?

5 A. Yes, I have.

6 Q. Is there anything that has been said today
7 by any of the witnesses that conflicts with the results of
8 your investigation?

9 A. I don't believe so.

10 MR. BERLIN: No further questions, your
11 Honor.

12 JUDGE PRIDGIN: Mr. Berlin, thank you. Let
13 me see what kind of cross-examination we have.
14 Mr. Lowery?

15 CROSS-EXAMINATION BY MR. LOWERY:

16 Q. Good afternoon, Mr. Watkins.

17 A. Good afternoon.

18 Q. You're familiar with the report that was
19 prepared by Staff and submitted in this case that you
20 referred to a moment ago, correct?

21 A. Yes.

22 Q. And I want to read to you and see if this
23 is accurate, one provision from the report that's on
24 page 3. And it says, absent any information to the
25 contrary, the Staff believes that the complainant is

1 responsible for the unpaid balances at 111 East Pitman, at
2 the 111 East Pitman residence for the period of November
3 10, 2000 to February 28th, 2002. It goes on to conclude
4 the same thing about the Woodgate address, which is no
5 longer at issue.

6 With respect to the Pitman address, that's
7 still Staff's position, am I correct?

8 A. That is correct. We believe that's what
9 the rule allows.

10 MR. LOWERY: Thank you very much.

11 JUDGE PRIDGIN: All right. Mr. Lowery,
12 thank you.

13 Mr. Andersson, do you have any questions
14 but only questions for Mr. Watkins?

15 MR. ANDERSSON: No, I do not.

16 JUDGE PRIDGIN: Let me see if we have any
17 questions from the Bench. Commissioner Gaw?

18 COMMISSIONER GAW: No, I do not. Thank
19 you.

20 JUDGE PRIDGIN: And I don't believe that I
21 have any questions. I don't see any need to allow recross
22 or redirect. I don't believe we had any questions of any
23 substance. All right. If there is nobody wishing
24 cross-examination, Mr. Watkins, thank you very much. You
25 may step down.

1 (Witness excused.)

2 JUDGE PRIDGIN: Is there anything further
3 from the parties? And, Mr. Andersson, I certainly at
4 least want to give you one last time to have the floor, if
5 you will, and say anything else you think that has been
6 left out.

7 MR. ANDERSSON: May -- I don't know if this
8 is appropriate or not. May I ask a couple -- two
9 questions of AmerenUE, whoever they may be, whether it be
10 the attorney or the witness?

11 JUDGE PRIDGIN: If you want to ask the
12 witness, I had her on the stand, but you can certainly ask
13 questions of that witness.

14 MR. ANDERSSON: I just need to know if any
15 other attempts have been made to collect from any other
16 individuals regarding 111 East Pitman.

17 JUDGE PRIDGIN: And, Ms. Buhr, if you want,
18 you can answer from there. You're still under oath. If
19 you'll just answer into the microphone so Mr. Andersson
20 can hear you.

21 MS. BUHR: The only collection attempts we
22 have made would have been two mailings sent to
23 Mr. Andersson at the Pitman address. And as far as I
24 know, if he's asking if we ever tried to collect from
25 Billie Meyer, no.

1 MR. ANDERSSON: And will AmerenUE consider
2 the acceptance of Billie Meyer's request for
3 responsibility of that bill?

4 MR. LOWERY: Your Honor, I'm going to
5 object to that question as being beyond the scope of this
6 witness's knowledge. It calls for speculation as to what
7 we might or might not do, depending on what the Commission
8 rules in this case.

9 MR. PRIDGIN: And I'll sustain that
10 objection. I know it's difficult, Mr. Andersson. If you
11 can try to keep your questions kind of on the scope of
12 your dispute with AmerenUE.

13 MR. ANDERSSON: Okay. Well, I'm not an
14 attorney. I don't know how else to ask that question.

15 JUDGE PRIDGIN: I understand.

16 MR. ANDERSSON: That's all I have. Thank
17 you.

18 JUDGE PRIDGIN: Okay. Is there anything
19 else further from Staff or from AmerenUE? And I'm sorry,
20 Commissioner Gaw?

21 COMMISSIONER GAW: I have just a couple of
22 questions for Mr. Andersson if I could, please.

23 JUDGE PRIDGIN: Certainly.

24 COMMISSIONER GAW: Mr. Andersson, can you
25 hear me?

1 MR. ANDERSSON: Yes.

2 DAMON ANDERSSON testified as follows:

3 FURTHER QUESTIONS BY COMMISSIONER GAW:

4 Q. The reference was made earlier by
5 AmerenUE's witness that there was a forwarding address
6 from the 111 East Pitman address subsequent to that
7 account being terminated there that's in dispute here. Do
8 you recall that?

9 A. Do I recall the --

10 Q. The discussion by the Ameren witness just
11 generally?

12 A. Yes, I remember the discussion.

13 Q. And if I -- if I look at the page that you
14 referred to, she referenced Damon E. Andersson, 313 East
15 North Second Street, No. 1, Wright City, Missouri 63390.
16 Are you familiar with that address?

17 A. Yes, I am. I did reside there.

18 Q. And was that immediately after your move
19 from 111 East Pitman?

20 A. Yes, sir.

21 Q. Okay. Now, did you make the -- and also in
22 her testimony, there was a reference to a payment of \$250,
23 I believe, that she said was tied to a conversation that
24 their records have that she is stating was a conversation
25 with you. And without getting into whether or not those

1 records are correct or not, let me ask you whether or not
2 you made a payment for \$250 to AmerenUE subsequent to that
3 date of 2/6/02?

4 A. I cannot say factually one way or the
5 other. It is possible that the payment might have been
6 made from my account. As Billie generally handled all
7 phone conversations and so forth and that type of thing, I
8 don't know who the phone call actually came from. I do
9 not recall it being myself, as it was not commonplace for
10 me to do that type of thing. But it would have been
11 commonplace for the payment to have been by my checking
12 account.

13 Q. Did Billie have access to your checking
14 account at the time?

15 A. No.

16 Q. Okay. And was she signing your checks at
17 the time?

18 A. No.

19 Q. So if indeed a check was made from your
20 account, would it have been from you?

21 A. If the payment was made by my checking
22 account, it would have been with my signature on it, yes.

23 Q. And you don't have any recollection about
24 this conversation on February the 6th of '02 with an
25 AmerenUE representative?

1 A. No, I do not. I'm not saying that I
2 didn't. I do not recall having had that conversation.
3 The only reason why I can think that I would have had that
4 conversation is in an attempt while looking at a credit
5 report or something like that, and going, what is this,
6 and calling to find out what's going on. But I cannot say
7 that I recall that conversation.

8 Q. Okay. But do you believe that a payment of
9 \$250 was made from your account as a result of a
10 conversation that occurred on 2/06/02?

11 A. I believe it's possible. I cannot say
12 with -- you know, definitely either way.

13 Q. Do you -- when you say it's possible, do
14 you think it's probable that that occurred?

15 A. I don't know. I just don't know the answer
16 to that question.

17 Q. Okay. Do you have your records from '02,
18 your checking records?

19 A. No, I do not.

20 Q. In regard to the credit report question,
21 you have supplied us with a document that is intended, as
22 I understand it, to indicate that the debt to AmerenUE as
23 a result of -- or the alleged debt that is to AmerenUE
24 from 111 East Pitman was taken off of your credit report.
25 Am I correct about that?

1 A. Yes, it was. I -- in regards to the
2 document that I sent, that's the only document that I have
3 been able to find in my records to indicate -- to indicate
4 what I'm referring to. I do not -- I have not been able
5 to get copies of the credit report that shows that bill on
6 there and then showed it at a later date with it not on
7 there. I have contacted the credit bureaus, and they do
8 not have any of that information to provide. They cannot
9 provide me with that information.

10 The only thing that I have is the document
11 which I sent to show that -- that I had disputed some
12 things on my credit report and that that particular item,
13 which I indicated that is my handwriting, I believe,
14 indicated that that was the account of the -- that was the
15 AmerenUE account.

16 Q. And this document that you have provided
17 us, where did it come from?

18 A. It came in the mail from the credit bureau.

19 Q. You cut off there at the end. It came
20 through the mail, and then I didn't hear the rest.

21 A. I'm sorry. It came directly from the
22 credit bureau as a response to my dispute.

23 Q. Okay. And the date when that -- when that
24 document was -- or indicated it was?

25 A. That I don't know. The -- I'm getting a

1 bunch of feed -- okay. That document would have been
2 mailed to me approximately 45 days after my initial
3 dispute, as when a dispute is sent to the credit bureaus,
4 the party which it is being disputed to has 30 days in
5 which to respond. And then after that, the credit bureau
6 notifies me of what the outcome of that dispute is.

7 Q. Okay. And do you have any of the -- any
8 other documents relating to that communication?

9 A. No, I've been unable to find any of it.

10 Q. Okay. And the document that you have
11 provided us is which document? You just described a
12 couple of contacts. Which document is it that you have
13 provided us?

14 A. It would be the one that is from, I
15 believe, Transunion that indicates several -- that shows
16 there's several disputes on there. Then off to the
17 right-hand side of the particular account number or
18 reference number to that particular credit line, I don't
19 know how to explain it, but they issue each creditor with
20 some type of a identification number, and that would be
21 the handwriting off to the side of that indicating that
22 being the account.

23 JUDGE PRIDGIN: Let me verify, Mr. Lowery.
24 Is that Exhibit 3 that you referred to?

25 MR. LOWERY: Your Honor, I believe he's

1 referring to page 2 of Exhibit 3.

2 JUDGE PRIDGIN: I don't have copies of
3 that, but you're going to get those later; is that
4 correct?

5 MR. LOWERY: I am. Now, it was filed with
6 the Commission on July 22, 2005. So it's in the
7 Commission's case file.

8 JUDGE PRIDGIN: All right. Thank you.

9 MR. LOWERY: Do you have a copy or would
10 you like to see mine?

11 JUDGE PRIDGIN: I believe we have them.

12 Thank you.

13 COMMISSIONER GAW: I have one in front of
14 me now, too. Thank you.

15 BY COMMISSIONER GAW:

16 Q. All right. And help me out again here. On
17 this document now that I have it in front of me, which
18 line is it that you believe is the AmerenUE line?

19 A. It should be the one where it indicates by
20 handwriting off to the right-hand side, I believe it shows
21 or there's a line -- I don't actually have that document
22 in front of me either.

23 Q. Okay. Well, there's an item, the first
24 item under there seems to say in the far left something
25 about providing medical, and then as I go across, there's

1 a description, then there's a number under there, and then
2 it says, results deleted. Is that the first line? And
3 the next line down is National Credit, Inc. And then the
4 writing is sort of in between those two. I'm not sure
5 which one it's -- you believe it refers to.

6 A. I do not know. I would have to look at the
7 document. I'm actually rummaging through my paperwork
8 right now.

9 Q. Okay.

10 A. It would be the -- should be the Provide
11 Medical.

12 Q. And can you give me some understanding of
13 why you believe that particular item references AmerenUE?

14 A. I do not know, other than I know that I was
15 having at the time -- Ericka Walters at the time was
16 assisting me with doing some of this paperwork, and she
17 had indicated to me that this was the item that was for
18 AmerenUE.

19 MR. LOWERY: I'm going to object and ask
20 that that last comment be stricken. It's rank hearsay.

21 JUDGE PRIDGIN: Objection is taken and
22 overruled.

23 COMMISSIONER GAW: Thank you, Judge. I
24 will have to take it as it's worth. But it does explain
25 at least where he got his information that's already in

1 the record.

2 BY COMMISSIONER GAW:

3 Q. So let me -- who is Ericka Walters?

4 A. Ericka Walters is the other individual who
5 AmerenUE attempted to put her electric bill on to my
6 electric bill, as well as her name on to my electric bill.
7 She was my girlfriend in the past.

8 Q. Okay. So that's -- that's who gave you the
9 information that made you believe that this was the
10 AmerenUE bill?

11 A. Because I did not have the other documents,
12 I was -- I did have only this one document, and was unable
13 to determine which one was AmerenUE. I do know that
14 AmerenUE was one that was disputed and deleted, and it was
15 indicated that the Provide Medical is the -- with the
16 description of 1022262088 was the AmerenUE account.

17 Q. I didn't quite understand that last
18 statement, Mr. Andersson. Did you say there was some
19 other document that --

20 A. No. I have been unable to find --

21 Q. All right.

22 A. -- a document like my previous credit
23 report, for example, that would show each item and what
24 its description and so forth was.

25 Q. Okay. Now I understand. So you don't have

1 those documents to give to us, is what you said earlier?

2 A. It was mostly on -- it was on -- those was
3 all on the Internet, and when I went ahead and went
4 through the dispute, I did not print out any of -- I did
5 not print out my actual credit report, and any attempts
6 that I've made through all three credit bureaus to get
7 copies of my credit bureau at that time has been
8 unsuccessful.

9 COMMISSIONER GAW: That's all I have,
10 Judge. I appreciate the time. Thank you, Mr. Andersson.

11 JUDGE PRIDGIN: Commissioner Gaw, thank
12 you. And because we opened Mr. Andersson back up to
13 cross-examination, any further questions from counsel?

14 MR. BERLIN: No, your Honor.

15 MR. LOWERY: Just perhaps one or two, your
16 Honor.

17 JUDGE PRIDGIN: Mr. Lowery?

18 RE-CROSS-EXAMINATION BY MR. LOWERY:

19 Q. Mr. Andersson, this is Jim Lowery again. I
20 just have a question or two for you. I just want to
21 clarify your testimony.

22 Your testimony before this Commission is
23 that this Transunion credit report printout that you filed
24 with the Commission that indicates what appears to have
25 been a debt with an organization called Provide Medical is

1 an AmerenUE bill that was written off or that was at least
2 removed from your credit report, according to Transunion?

3 A. Correct.

4 Q. And you base that on information provided
5 by another person, not any firsthand information that you
6 have from Transunion; is that correct?

7 A. I guess the way you're wording it.

8 Q. Well, your testimony was that Ms. Walters
9 told you that the Provide Medical description was actually
10 the AmerenUE bill?

11 A. I knew that one of the these items on here
12 was the AmerenUE account, and I asked Ericka Walters if
13 she knew which one it was, and she indicated to me that it
14 was the Provide Medical.

15 Q. But you don't have any explanation for why
16 an AmerenUE account would be prescribed as Provide Medical
17 on a credit report?

18 A. No, I do not. It may not be that one, but
19 it is one of those on that list.

20 Q. Do you have any -- if that were true, do
21 you have any information as to why an AmerenUE bill would
22 be prescribed as Provide Medical Nationwide Credit,
23 Commercial Recovery System, CMI or Valentine and Kebartas,
24 Inc.?

25 A. I do not have -- I do not have any

1 information other than the bill was on my credit report.
2 I disputed it. When I pulled my credit report up again,
3 it was gone.

4 MR. LOWERY: That's all I have, your Honor.
5 Thank you.

6 JUDGE PRIDGIN: Mr. Lowery, thank you.
7 Anything further from the parties?

8 MR. LOWERY: Your Honor, I just have a
9 question, and I don't want to belabor the hearing at all,
10 but I had intended to briefly summarize the case, just
11 for -- to pull the facts together so when the
12 Commissioners read the transcript, perhaps it might be
13 helpful. I was going to make a brief closing remarks, if
14 it pleases the Bench. If not, I'm happy to forego that.

15 JUDGE PRIDGIN: I don't know that it's
16 necessary. I appreciate the opportunity -- or the offer,
17 Mr. Lowery.

18 MR. LOWERY: That's fine.

19 JUDGE PRIDGIN: Anything further?

20 (No response.)

21 JUDGE PRIDGIN: All right. If
22 there's nothing further from the parties, that will
23 conclude this hearing. We'll go off the record in
24 Case No. EC-2006-0369. Thank you. We are off the record.

25 Whereupon, the hearing was concluded.

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