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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
  
Evidentiary Hearing  
  
May 17, 2013  
  
Kansas City, Missouri  
  
Volume 2  
  
Emma J. McFarlin and Rebecca Shepherd )  
Complainants )Case No.  
vs. )EC-2013-0024  
)  
Kansas City Power & Light Company )  
Respondent )  
  
  
  
  
  
  
  
  
  
DANIEL JORDAN, Presiding  
SENIOR REGULATORY LAW JUDGE  
  
  
  
Reported by:  
Janet H. Wimer, CCR

1 APPEARANCES:

2

3 Missouri Public Service Commission:

4

5 John Borgmeyer, Staff Attorney

6 P.O. Box 360

7 Jefferson City, MO 65109

8 (573) 751-8700

9

10 Ms. Gay Fred, Staff

11 (Telephonic appearance)

12

13 Kansas City Power & Light:

14

15 Mr. Roger Steiner, Attorney

16

17 Ms. Sarah Stolberg

18 Ms. Lois Liechti

19 Ms. Lisa Casteel

20 Ms. Stephanie Gates

21

22 Complainant:

23

24 Ms. Rebecca Shepherd

25

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

2 (Starting time of the Hearing: 9:01  
3 a.m.)

4 JUDGE JORDAN: The Commission is calling  
5 the case in File No. EC-2013-0024. That is the  
6 Complaint of Emma J. McFarlin and Rebecca Shepherd  
7 versus Kansas City Power and Light Company.

8 My name is Daniel Jordan. I'm the  
9 Regulatory Law Judge assigned to this action. This  
10 is an Evidentiary Hearing to determine the merits  
11 of the Complaint. We also have pending a Motion  
12 for Authorization to Terminate Service.

13 I will begin with entries of appearance.  
14 We'll start with Complainant. I see Complainant is  
15 not here. I'll go ahead and move on to the  
16 Respondent Utility.

17 MR. STEINER: Appearing for Kansas City  
18 Power and Light Company, Roger W. Steiner. My  
19 address is 1200 Main Street, 16th Floor, Kansas  
20 City, Missouri, 64105.

21 JUDGE JORDAN: Thank you. And for Staff?

22 MR. BORGMEYER: John Borgmeyer, appearing  
23 on behalf of the Staff of the Missouri Public  
24 Service Commission, P.O. Box 360, Jefferson City,  
25 Missouri, 65102.

1 JUDGE JORDAN: Thank you. Complainants  
2 being absent, I will ask each of Counsel that's  
3 present whether they've had any contact lately  
4 indicating whether Complainants will or will not be  
5 here. I'll start with Mr. Steiner.

6 MR. STEINER: I have not.

7 JUDGE JORDAN: Thank you. Mr. Borgmeyer?

8 MR. BORGMEYER: Your Honor, the most  
9 recent contact I had with the Complainants was last  
10 week during the filing of the Undisputed Facts and  
11 The List of Issues, Complainant indicated that she  
12 and her mother both planned to be here. And I do  
13 want to say that yesterday I received an email from  
14 the Complainant, basically outlining the testimony  
15 that she planned to present today, and just another  
16 indication that she had planned on being here.

17 JUDGE JORDAN: Okay, I appreciate that.  
18 I haven't received that email, but that's okay,  
19 because it sounds like it's substantive testimony,  
20 so I don't really want to see that until I hear it  
21 under oath.

22 Well, since Complainants are not here  
23 right now, we can take up the pending Motion, if  
24 that's alright with Counsel?

25 MR. STEINER: That would be fine. Your

1 Honor, I filed a Motion to Terminate Service based  
2 on the authority granted under the Commission  
3 Rules. Those Rules are 4 CSR 240-13.045 and  
4 13.050.

5 And basically, this Complaint was filed  
6 in July of 2012. Since that time, the  
7 Complainant's unpaid bill has grown to around  
8 \$3,700. They have not paid for service since  
9 August of 2012, and the Commission Rules specify  
10 that you can terminate service during the pendency  
11 of the Complaint under two situations, both of  
12 which exist today.

13 When the service was terminated last  
14 year, KCPL entered into an Order to re-establish  
15 the service, KCPL entered into a payment  
16 arrangement for the Complainants to pay 350 a month  
17 so the service could be turned back on. They have  
18 not complied with that payment arrangement. We  
19 modified the payment arrangement to \$300 a month  
20 when they were not able to participate in company's  
21 economic relief program. They have not paid under  
22 that, as well.

23 The Rules clearly state that if you  
24 don't comply with the terms of the settlement  
25 agreement, service can be terminated. In addition,

1 the Rules say that if there's an amount in dispute,  
2 and Complainants are alleging the entire amount is  
3 in dispute, that the company can require that half  
4 the amount in dispute be paid while the dispute is  
5 pending. Again, this is to ensure that service  
6 isn't provided for free during the pendency of the  
7 Complaint. The Rules also provide that it will  
8 refunded is the Complaint is decided in the  
9 Complainants' favor. They have not paid anything  
10 on their bill since August of 2012.

11 So under both of those Rules, we believe  
12 that we would have the authority to terminate  
13 service and would like an order from the Commission  
14 today so that we could start the process to make  
15 that happen.

16 JUDGE JORDAN: Thank you. Mr. Borgmeyer,  
17 anything to add for Staff's position on this?

18 MR. BORGMEYER: Nothing to add.

19 JUDGE JORDAN: Very good. Well, let me  
20 have a quick reference, if I may. I have the  
21 Regulations you've cited before me. Will you point  
22 out for me the subdivisions, the sections or  
23 subsections-

24 MR. STEINER: Sure. In 13.045,  
25 Subsection 6 and 7.

1 JUDGE JORDAN: And 7, okay.

2 MR. STEINER: And then in 13.050, that  
3 would be Subsection 1-D.

4 JUDGE JORDAN: 1-D, alright. Alright,  
5 then, Mr. Steiner, you may present evidence.

6 MR. STEINER: On my motion?

7 JUDGE JORDAN: Uh-huh.

8 MR. STEINER: Okay. We would call Sarah  
9 Stolberg to the stand.

10 SARAH STOLBERG, being first duly sworn,  
11 was examined and testified under oath, as follows:

12 EXAMINATION OF SARAH STOLBERG

13 QUESTIONS BY MR. STEINER:

14 Q. Would you state your name please?

15 A. Sarah Stolberg.

16 Q. Where do you work and what are your  
17 responsibilities?

18 A. I work at Kansas City Power and Light  
19 and I am a Customer Relations Advisor.

20 Q. Are you familiar with the Complainants'  
21 account?

22 A. Yes.

23 Q. Is that part of your job  
24 responsibilities?

25 A. Yes.

1 Q. Did you review the account before  
2 appearing here today?

3 A. Yes.

4 Q. In July of 2012, did you establish a  
5 payment plan for Complainants so that service could  
6 be restored?

7 A. Yes.

8 Q. Could you give us some details about  
9 that payment plan?

10 A. I contacted the customer and discussed  
11 what type of arrangement would be affordable for  
12 her. She indicated 350 a month would be  
13 acceptable, and upon promise to pay, we reconnected  
14 her service.

15 Q. Did the Complainants pay 350 a month?

16 A. No, they did not.

17 Q. When is the last time that KCPL received  
18 a payment from Complainants?

19 A. August 6th.

20 Q. Of what year?

21 A. Of 2012.

22 Q. And how much was that?

23 A. That was \$300.

24 Q. And what is Complainants' balance today,  
25 approximately?



1 A. Her current balance is \$3,783.61.

2 Q. Now, after the Complainants failed to  
3 pay under the first settlement agreement for 350 a  
4 month, did you enter into another payment plan with  
5 Complainants?

6 A. Yes. I contacted the customer to re-  
7 negotiate the arrangement to \$300 per month.

8 Q. What time frame was this?

9 A. That was in August of 2012.

10 Q. And have the Complainants ever paid-

11 A. I'm sorry. That was September.

12 Q. Thank you. Have the Complainants ever  
13 paid the \$300 a month that you established in  
14 September?

15 A. No, they have not.

16 MR. STEINER: Your Honor, I think that's  
17 all the examination I have at this time on my  
18 Motion. If the Complainants were to be presented,  
19 then there probably would be more evidence that  
20 would need to be witnessed, but at this time, we're  
21 just doing the Motion, as I understand.

22 JUDGE JORDAN: Correct. That's correct.  
23 Anything from Staff for this witness?

24 MR. BORGMEYER: No, Your Honor.

25 JUDGE JORDAN: I don't have any questions

1           for you, except one, and I don't know whether you  
2           can answer it. Generally speaking, when a customer  
3           does not pay for electricity that they're  
4           receiving, who pays for that?

5                     MR. STEINER: If you don't know the  
6           answer, just say, "I don't know."

7                     JUDGE JORDAN: If you don't know, that's  
8           okay.

9                     MS. STOLBERG: I don't know.

10                    JUDGE JORDAN: Okay, fair enough. That's  
11           fine. My assumption being that someone pays for  
12           all electricity that goes out. I'm just wondering  
13           how that works economically, but if that's not  
14           within your area of responsibility, that's fine.  
15           Then you may be dismissed. You may stand down.

16                    MS. STOLBERG: Thank you.

17                    MR. STEINER: Your Honor, I think that's  
18           the only witness I would need on the Motion. I  
19           think I've established that there were payment  
20           arrangements. They have not been met, that nothing  
21           has been paid on these accounts since August of  
22           last year, and, you know, in addition to the Rules,  
23           I just think it's a question of fairness. Just  
24           because you file a Complaint doesn't mean you don't  
25           have to pay for electric service. So we would ask

1 for an Order to Terminate Service.

2 JUDGE JORDAN: Okay, I will-

3 MR. STEINER: We would go through the  
4 normal notice procedures and I can bring Ms.  
5 Stolberg back to explain what those are if you're  
6 interested.

7 JUDGE JORDAN: Well, I think I know what  
8 you're referring to. I'm taking a look at 4 CSR  
9 240-13.050, Sections 3, 4, 5, 6, and other related  
10 provisions. Those were the ones that jumped out to  
11 me as to what notice the Utility will give and the  
12 timing.

13 MR. STEINER: Right. We would comply with  
14 the rules.

15 JUDGE JORDAN: Okay. Well, that's all  
16 for the Motion. I see that it's not quite 9:15  
17 yet. Why don't we take a break for a couple of  
18 minutes and then we'll go back on the record.  
19 Let's go off the record then, for now. Thank you.

20 (WHEREIN, a recess was taken.)

21 JUDGE JORDAN: We're back on the record  
22 and Ms. Shepherd has joined us. I'll give a brief  
23 explanation on the record to make sure that we're  
24 all on the same page. This is the Evidentiary  
25 Hearing on the merits of the Complaint and the

1 pending Motion for Authority to Terminate Service.  
2 We've just taken some evidence on the Motion and we  
3 will be ready to resume taking evidence. As the  
4 Complainant, Ms. Shepherd, you do have the burden  
5 of proof on the Complaint, and the issue in any  
6 Complaint is whether the Utility has violated a  
7 provision of the statutes, the regulations, a  
8 tariff, or some Commission Order. That's what  
9 we're here to deal with today.

10 If the Commission finds that, it can  
11 issue a number of remedies, but that's really the  
12 point. So I'll be taking testimony under oath, and  
13 each party will have the right to cross examine,  
14 that is, after a witness has given evidence, then  
15 the other parties can ask questions.

16 Also with us on the phone is Gay Fred,  
17 from Staff, the people that you see in this room.  
18 I think that's about it. Generally, what we do in  
19 a hearing is take an opening statement, but I won't  
20 require anything for formal from you. I will just  
21 ask you to tell me not to give me your testimony,  
22 but tell me what you think the evidence will show,  
23 and I'll start that by asking you what provision of  
24 the regulations or tariff or statutes you believe  
25 Kansas City Power & Light has violated?

1 MS. SHEPHERD: I think my main concern  
2 was the method of the disconnect. We were in the  
3 middle of a heat wave. It was very abrupt, the way  
4 that it was done. I am also aware that there was  
5 inconsistency in payment. I'm not here to argue  
6 that. I paid on time, every time, the full amount.  
7 We've struggled with this bill for the last two  
8 years. We've tried to find some kind of middle  
9 ground.

10 On the day in question, it was extremely  
11 hot. My mother is on 24-hour oxygen. We were  
12 given minutes to move her. When the power shut  
13 down, that means her oxygen is gone. You know,  
14 there's no lighting for us to engage the portable  
15 equipment. So now, she's at risk because her  
16 breathing is compromised. All I asked for on that  
17 particular day was give me a minute to, (a) call a  
18 family member to come and get her. Two, be able to  
19 connect her to a portable unit, so that then she's  
20 at least breathing okay.

21 Instead, I was handled very inhumanely,  
22 very disrespectfully, as if I were a criminal. My  
23 family have been customers for over 50 years.  
24 There have never been any abnormalities until the  
25 last two to three years. We are not people who are

1           resistant paying our bills. We are not  
2           systematically involved in tampering or any  
3           fraudulent actions. That was the grounds they used  
4           for that day.

5                       Now, my concern was that (a) we're in a  
6           heat wave, first and foremost. Yes, I do  
7           understand you need us to pay this bill. If I  
8           can't pay it at that moment, then we need to have  
9           provisions for the people in the home that are at  
10          risk. There was no consideration.

11                      Upon finding out what we needed to do,  
12          we were met with roadblocks every step of the way.  
13          The first was the tampering. When the tampering  
14          came up, nobody could verify where it came from,  
15          how it appeared. But having some knowledge of  
16          KCP&L policies and procedures, my concern was that  
17          we're in a catch all. We are in a zone where there  
18          is an inordinate amount of probably unpaid bills.  
19          There's an inordinate amount of homes where they  
20          probably do commit fraud. I don't know you would  
21          go about doing that. But, we do realize that that  
22          does exist.

23                      We were not a household that did that,  
24          but we were put in that basin. So once we went in  
25          to try to remedy the problem, which was, you know,

1 we're on a fixed income. My dad is gone. It's  
2 just me and my mom. I don't have the income he  
3 did. So we're trying to manage and do the best we  
4 can and be fair all the way around and we were  
5 placed under some insurmountable difficulties,  
6 because not only do we have this erroneous tamper  
7 charge, now we have this large amount that no  
8 agency can help you with because you're going to  
9 have to come up with a large amount.

10 So my concern was, first of all, has  
11 always been that the bill had increased, to me,  
12 appeared to be extremely high, for the house that  
13 we live in, for the area that we live in, comparing  
14 other family members, you know, costs of the same  
15 thing. So I had questioned it before, but it was  
16 always, well, you know, what can you do, it's  
17 KCP&L. Pay your bill.

18 Once we got to the point where we were  
19 disconnected that day and we were now with that  
20 agency now. I'm at three different agencies in one  
21 day. My mother is now posted at a family member's  
22 house. We have now had to vacate our home. We're  
23 in a high crime area. So my concern are two  
24 things, not just my mother's safety, but the safety  
25 of my home. I want to get back in the house as

1 quickly as possible because it's not advantageous  
2 to me or to KCP&L to stay outside the home.

3 Once we realized that we weren't going  
4 to get resolution that day, but they did  
5 acknowledge they were going to remove the  
6 tampering-

7 JUDGE JORDAN: Hang on just a second, if  
8 you, please. It sounds like you're getting into  
9 testimony.

10 MS. SHEPHERD: I'm sorry.

11 JUDGE JORDAN: The stuff that we want  
12 that don't be sorry. There's nothing to be sorry  
13 about. I'll summarize. Your concern has to do  
14 with the procedure for termination. Is that  
15 correct?

16 MS. SHEPHERD: Correct.

17 JUDGE JORDAN: Have you taken a look at  
18 the Regulations that Staff cited in its report?

19 MS. SHEPHERD: Yes, I did.

20 JUDGE JORDAN: And did you plan to refer  
21 to any of the language in those regulations,  
22 specifically?

23 MS. SHEPHERD: I'm not that good.

24 JUDGE JORDAN: Just take a minute to have  
25 a look if you'd like.



1 MS. SHEPHERD: I think the one thing that  
2 was consistent, to me, I know that they said that  
3 under the circumstances, they hadn't violated  
4 anything because the temperatures of that day. But  
5 when it went before Commission, I think that was my  
6 biggest concern was that was the first thing that  
7 they noted to was the heat. I don't have the exact  
8 statute where it says.

9 JUDGE JORDAN: That's fine. I know the  
10 one you're talking about, the Hot Weather Statute.

11 MS. SHEPHERD: Yeah.

12 JUDGE JORDAN: We have a Cold Weather  
13 Rule and a Hot Weather Statute. Correct. Okay, do  
14 you believe that KCP&L violated the Hot Weather  
15 Statute?

16 MS. SHEPHERD: Yeah, that's my belief.

17 JUDGE JORDAN: Okay. That's helpful.  
18 Any other statutes or rules that you've come across  
19 that you think apply here?

20 MS. SHEPHERD: I just think that the  
21 level payment plan that we had was always it was  
22 \$100 less than my house note. My mortgage is \$400.  
23 From different periods you can see in the last two  
24 years that the bill was always high, extremely  
25 high. Whenever I asked, you know, is there a way

1           that we could do an audit. What do we do in this  
2           circumstance. I inherited all these issues, so I'm  
3           not aware. I'm going to the people that I think  
4           would know. And so when they came in with the  
5           smart grid, what it showed us was, what our daily  
6           usage is.

7                       JUDGE JORDAN: Okay, hang on. That  
8           sounds like something you want to give me under  
9           oath. Let's just go back to statutes and rules,  
10          and it sounds like there's-

11                     MS. SHEPHERD: There was a question about  
12          the-

13                     JUDGE JORDAN: -the Hot Weather Statute  
14          and do you also believe that your bill, the bill  
15          itself, was inaccurate?

16                     MS. SHEPHERD: Yeah.

17                     JUDGE JORDAN: Okay. Any other general  
18          topics like that or provisions that you found in  
19          the regulations or tariffs?

20                     MS. SHEPHERD: Those are my main.

21                     JUDGE JORDAN: Okay. Very good. Now, I  
22          interrupted you, not because I don't want to hear  
23          what you say-

24                     MS. SHEPHERD: No, I understand.

25                     JUDGE JORDAN: -because I do, but because

1 the Commission has to decide this only on  
2 allegations or testimony like that that's under  
3 oath. So since you've told me what you believe the  
4 case is about, I'll administer the oath to you, and  
5 I may interrupt for a question or two to keep you  
6 going, but I'm not going to make you ask yourself  
7 questions and answer them. I'm not going to do  
8 that. So any further questions before we go on?

9 MS. SHEPHERD: Huh-uh.

10 JUDGE JORDAN: Was that a no? Okay. I'll  
11 remind you-

12 MS. SHEPHERD: Oh, no, I'm sorry.

13 JUDGE JORDAN: -that we're on the  
14 record, so things have to be spoken. A nod, a  
15 shake of the head, doesn't appear in the  
16 transcript.

17 MS. SHEPHERD: Okay.

18 JUDGE JORDAN: Alright. Then, I will go  
19 ahead and administer the oath, and I'll start you  
20 off with a few questions, and we'll take it from  
21 there.

22 MS. SHEPHERD: Okay.

23 REBECCA SHEPHERD, being first duly  
24 sworn, was examined and testified under oath, as  
25 follows:

1 EXAMINATION OF REBECCA SHEPHERD

2 JUDGE JORDAN: Please state your name for  
3 the record.

4 MS. SHEPHERD: Rebecca Jane Shepherd.

5 JUDGE JORDAN: And are you the  
6 Complainant in this action?

7 MS. SHEPHERD: Yes, I am.

8 JUDGE JORDAN: Alright. And will you  
9 give us the address that's relevant to the service  
10 that you're talking about?

11 MS. SHEPHERD: 3637 Agnes Avenue, Kansas  
12 City, Missouri, 64128.

13 JUDGE JORDAN: Thank you. Now, before I  
14 administered the oath, you mentioned a few things  
15 about the course of the termination of your service  
16 and a few other things like that. Now, if someone  
17 were to ask you about those things while you're  
18 under oath, would your answers still be the same?

19 MS. SHEPHERD: Yes, sir.

20 JUDGE JORDAN: Well, then, let's get into  
21 the substance of this. I understand you take issue  
22 with the method of termination. Let's start with  
23 the billing. You believe the billing is  
24 inaccurate. Is that correct?

25 MS. SHEPHERD: Correct.

1 JUDGE JORDAN: Okay, why don't you tell  
2 us a little bit more about that?

3 A. When our billing was we were looking  
4 at the billing because my concern was that much of  
5 the time during this process, I work out of state.  
6 So I am here, you know, basically, to come in and  
7 monitor and make sure everything is okay.

8 As I saw what I contributed to the  
9 household was not sufficient, then we started  
10 making adjustments so that we could make sure that  
11 all her bills were covered on time. We saw  
12 increasingly raising amounts for the electrical  
13 bill.

14 Now, there is now, since 2010 we have  
15 what they call durable medical equipment in the  
16 home. My mother is oxygen dependent. She's an  
17 emphysema patient, so that means she's on 24 hour  
18 oxygen, plus, you know, hourly breathing  
19 treatments, and there's also a lift chair in the  
20 house. So there's modifications in that home that  
21 may explain why we're using more power, but it  
22 certainly, the gap of the jump was just kind of  
23 abrupt to us, and it was really, really difficult  
24 last summer.

25 So when we looked at it, we also

1 factored in the fact that now because of mother's  
2 breathing difficulties, we turn our air conditioner  
3 on sometimes in April because of the way it is  
4 now, she couldn't be here today because the air  
5 quality was poor. So all day yesterday she had to  
6 be in that house. I had to be in that house. So  
7 now, we know we run our air from April to possibly  
8 September, so that will explain some of the  
9 increase of our bill.

10 I'm trying to be logical about the  
11 process because it still does not make sense to me.  
12 Now, we're paying, on average what is our billing  
13 for 6-11-2012, specifically, our current bill was  
14 \$387. That was from May to June. Now, that's it.  
15 Then we get over here to June 8 to 7-10-2012, which  
16 is roughly just two consecutive billing periods,  
17 and our current charge is 526. And you'll see that  
18 we made two payments right there together, so we  
19 wouldn't you know, it was like, no matter  
20 whatever we pay, we still have such a large amount  
21 to still clear that it always seemed to us that  
22 something was a little off, you know.

23 Well, we went back in and we looked at  
24 all of the from you know, my dad has stuff from  
25 2010 on up. I had all the bills to look at the

1 kilowatt usage. I told them, I said, "I see a  
2 spike here." But when they came in to do the  
3 evaluation or the assessment, they ran the meters  
4 we didn't even have use of our furnace at the time.  
5 This is an old house, lots of problems.  
6 Admittedly, there may be some power sources that  
7 are sucking the energy, but we just don't  
8 understand. That's what we're here find out. Make  
9 sense of it to me.

10 If I'm going to go wipe out my family's  
11 savings, please help me understand why. So we go  
12 in, we have this they say, "You're at 100  
13 percent." And I said, "We're at 100 percent, even  
14 though we're not using all of the services that we  
15 would normally use?" We would normally have  
16 February to April, we would have heat going. So  
17 because our furnace went out, we just used the gas  
18 stove and space heaters, which we found out, space  
19 heaters do use a lot of heat. You have to manage  
20 that.

21 So we're looking at all of these things,  
22 but when we go back and we look again and we keep  
23 looking at the billing, it's like it well, you  
24 would think when you pay a bill, your objective is  
25 when you pay the bill, that you see the balance

1 decrease. It's never decreasing. It's kind of  
2 like, you're like, okay, well where's the problem  
3 at here. Is that that we had such a balance before  
4 this problem occurred that dad was paying \$180 a  
5 month for I don't know how long. But I can look at  
6 the bills. I just couldn't carry all that stuff.  
7 \$180 a month was our regular level payment plan.  
8 He's been there since 1959. You know, that was one  
9 my concerns that there were errors even in the  
10 initial report that was sent out.

11 My mom and dad didn't marry until 1974.  
12 That's my stepfather. So she wasn't even in the  
13 home in 1959, and KCPL stated that her name went on  
14 the bill in 1959. Okay, guys, you make mistakes.  
15 Everybody does.

16 JUDGE JORDAN: Let me interrupt you,  
17 there, and get back to something that you  
18 mentioned. You talked about the quantity 100  
19 percent. Somebody told you that something was 100  
20 percent-

21 A. KCPL came out to do what I had  
22 requested, initially, was please show me an audit.  
23 What is my kilowatt usage? Break it down so I'll  
24 know that when we turn on power, how much as we  
25 using. The guys came in. They shut everything



1 down, and then they attached something to the meter  
2 and then shut everything back on. He gets a  
3 reading. I never got a report, per se, but I was  
4 told that it was 100 percent or some other number.  
5 My question at that time was okay, so he says,  
6 "So there's no abnormality on our part."

7 I had not shared with him at that point  
8 that our furnace was not on, but I knew that. And  
9 I thinking, okay, if it's at 100 percent without  
10 the furnace, which is the major power source in the  
11 home during the coldest time of the year, that was  
12 saying to me that if we're not using that much  
13 power for electrical at that point. When you turn  
14 that back on, it should be a little under that,  
15 because you're not up at 100 percent.

16 JUDGE JORDAN: Okay. Let's-

17 MR. STEINER: Your Honor, could I  
18 interrupt? I believe we told her that her meter  
19 was over 100 percent accurate. And that would be  
20 true whether what kind of load was on it. So the  
21 fact that her furnace wasn't connected had nothing  
22 to do with the accuracy.

23 A. Then I would like to know xx-

24 JUDGE JORDAN: Okay, you can certainly  
25 put on I think okay, there's material in the

1 record. That was attached to the Motion for  
2 Partial Summary Determination that discusses that.

3 MR. STEINER: That's correct.

4 JUDGE JORDAN: And is you want to put  
5 someone on the stand to link those two together,  
6 that will be fine. My next question is as to the  
7 amount of the bills. Have you been able to go  
8 through the bills and come up with your number that  
9 you think is due? Start with a yes or a no.

10 A. Yes.

11 JUDGE JORDAN: Okay. And what is that  
12 number?

13 A. We came up with amount that 1,580 that  
14 we know that xx balance due.

15 JUDGE JORDAN: Okay, so you believe that  
16 the balance due right now is \$1,580?

17 A. Uh-huh.

18 JUDGE JORDAN: Okay, thank you. Let's  
19 see. I don't suppose you have a calculation, an  
20 adding machine tape, anything like that that  
21 describes how you don't have to.

22 A. No, I don't have it with me.

23 JUDGE JORDAN: That's alright. Anything  
24 else that you can tell me about the numbers  
25 themselves on the bill and how you get to the 1,580

1 number?

2 A. That is at you know, at the current  
3 payment plan that was initiated was 350,  
4 originally. The 350 was to go with a grant that I  
5 was supposed to get that never happened. So they  
6 did adjust to let me pay the 300.

7 Well, we paid the 300 and we looked at  
8 what we're paying over monthly costs, 300 was still  
9 extremely high and compared to what we had paid  
10 before, and when they said that there's no surge,  
11 and that you're not using more power than you used  
12 this is their own statement then, you know, it  
13 should be basically the same.

14 So we went in at an average of, okay,  
15 saying, well 180 was what Pops was paying. 200 is  
16 reasonable. We could see 250 if you said it was to  
17 help balance overage. And so we went the amount of  
18 250 per month.

19 JUDGE JORDAN: And what is the 250?

20 A. The 250 is if we're paying 180 as the  
21 average payment plan-

22 JUDGE JORDAN: Right.

23 A. And then we add additional for whatever  
24 is the balance due.

25 JUDGE JORDAN: Yes.

1           A.     We're saying current usage is around  
2           180. Daily, it's probably a little over that. So  
3           we just rounded it up and said, okay. They said we  
4           owe them extra money and we said we owe you 180 and  
5           we need to clear whatever else debt we have. Then  
6           we attached that 70 other dollars on there and said  
7           this is what-

8                   JUDGE JORDAN: Okay, I think I  
9           understand. And when did you come to the 250  
10          amount?

11          A.     We came to the 250 based on-

12                   JUDGE JORDAN: No, when?

13          A.     Oh, we came at that number in April.

14                   JUDGE JORDAN: April of 2012?

15          A.     Of this year.

16                   JUDGE JORDAN: April of 2013.

17          A.     Yeah.

18                   JUDGE JORDAN: Okay, and of say \$250 a  
19          month, how many times have you made that payment?

20          A.     I have not. I put it in an account. I  
21          have not.

22                   JUDGE JORDAN: Okay. Before April, say  
23          back to August of 2012, how many payments have you  
24          made?

25          A.     We stopped making payments on that last

1 of August 6, 2012. That was our initial payment.  
2 We made that payment to get back into the home.  
3 Shortly after that, I suffered a heart attack and  
4 was indisposed for several months.

5 The adjustment to our household, that  
6 was my responsibility and my choice, and I said,  
7 "We may have to move. I don't know what's going to  
8 happen, so we're going take this money this is a  
9 family decision and put it in an account." Now  
10 if they're telling us that they've got a reasonable  
11 solution to this problem, we give them half of  
12 whatever we've got. We clear our bill. We get out  
13 from under this, because wherever we go, we're  
14 still going to have to deal with KCP&L.

15 You can't go to another housing facility  
16 or unless you're going into a nursing home. But  
17 that's not our choice. Our choice is to find a  
18 reasonable solution. So we came up with a  
19 productive way that we could, as a household,  
20 survive this, pay you guys off, and still be whole  
21 enough to make any transition we needed to make,  
22 whether it was to make modifications to the home or  
23 to, in fact, relocate. So that was the decision we  
24 had to make.

25 JUDGE JORDAN: Okay, let's move on to the

1 Hot Weather Statute then. I'll just ask you this,  
2 if I may. The things that you've told me with  
3 regard to the accuracy of the billing, the things  
4 that you've told me so far, do those, basically,  
5 also apply to what you're saying about the hot  
6 weather statute, as well?

7 A. Yes, sir.

8 JUDGE JORDAN: Okay. Is there anything  
9 that you want to add, in particular, as to the Hot  
10 Weather Statute issue?

11 A. I think my greatest concern is not that  
12 they you know, KCP&L, I'm sure does not go around  
13 trying to violate people. I don't believe that. I  
14 do believe that it was a case of poor judgement on  
15 the part of the staff that was in the field to not  
16 even give a moment. I think that it was inhumane  
17 and we may find, today, that it was not illegal,  
18 that it was perfectly within their rights to do so.

19 But we find, as citizens, that there's a  
20 time that you just have to stop and say, "Wait,  
21 give them a minute. They've been customers a long  
22 time. Let us try and be a little fair." When  
23 you're treated that way I think I'm angry, very  
24 angry, that my mother had to be put through that.  
25 And she's sick. And she doesn't understand a lot

1 of this stuff. It's too much for her. I have to  
2 deal with as much of it as I can.

3 Right now, I just want what's fair. Our  
4 family was treated inhumanely. You might feel  
5 justified because a bill needs to be paid, but at  
6 what point is a bill more important than someone's  
7 public safety.

8 JUDGE JORDAN: Okay. Take a minute if  
9 you want.

10 A. Thank you.

11 JUDGE JORDAN: I'm reviewing my notes to  
12 see if I have any further questions for you. And I  
13 think we've covered that. Let me know when you're  
14 ready.

15 A. Okay. I'm ready.

16 JUDGE JORDAN: It sounds like you've said  
17 all that you really want to say factually about the  
18 Hot Weather Statute and also about the accuracy of  
19 the billing issue. It also sounds like you've done  
20 a pretty full summary. Have we covered everything  
21 that you want the Commission to know about this  
22 Complaint? You don't have to repeat yourself  
23 because-

24 A. Yes, I do agree.

25 JUDGE JORDAN: Thank you. Thank you very

1 much. Now, because this is a pretty formal kind of  
2 proceeding, everyone gets the chance to ask each  
3 witness a question. So I am going to ask if there  
4 is any cross examination from the Utility. Mr.  
5 Steiner?

6 MR. STEINER: Just a few, Your Honor.

7 QUESTIONS BY MR. STEINER:

8 Q. You indicated you were putting amounts  
9 away to instead of paying KCPL, to pay your bill.  
10 Is that correct?

11 A. That's correct.

12 Q. So you have the resources to pay the  
13 bills from KCP&L?

14 A. I wouldn't say I have the resources. I  
15 think we have to make arrangements to do that. In  
16 hard economic times, you just make the choices you  
17 have to make. We have a choice between paying our  
18 house payment and paying you guys right now, so  
19 that's where we're at.

20 Q. So how much is in this account to pay  
21 the utility bills when you-

22 A. Right now, we've got 1,500.

23 Q. 1,500? Okay.

24 MR. STEINER: I think that's all I have.

25 JUDGE JORDAN: Okay. Anything from



1 Staff?

2 MR. BORGMEYER: Staff has no questions,  
3 Your Honor.

4 JUDGE JORDAN: Very good. I'm just going  
5 to just add one question and that relates to this  
6 Motion for Authorization to Terminate Services that  
7 was filed.

8 In addition to what you've told us  
9 already, is there anything in addition that would  
10 apply just to the Motion to Terminate Services or  
11 have you covered that already in your testimony?

12 A. I would think that's pretty much up to,  
13 you know, whatever is the deciding factor. There's  
14 nothing I can argue if they're going on the premise  
15 that she didn't pay her bill. She should pay her  
16 bill now.

17 I will only say that, to me, under the  
18 circumstances, it's about us getting to a point  
19 where we just agree that we may be angry. We're  
20 not denying that we should pay you. We are saying  
21 that you guys should be nicer, play fair.

22 JUDGE JORDAN: Alright. Thank you very  
23 much. I have no more questions for you. So we'll  
24 go to Kansas City Power & Light and they may  
25 present their case in chief.

1 MR. STEINER: Your Honor, I would like to  
2 renew my Motion to Terminate Services. Complainant  
3 has established that she did have two payment plans  
4 that were initiated by the Company to re-start  
5 service and she hasn't complied with either of  
6 those. She also indicated that she has \$1,500 to  
7 pay the bills and she hasn't done that. So she  
8 could have paid about half in dispute. So I'd like  
9 to add those to the record for my Motion.

10 JUDGE JORDAN: So noted.

11 MR. STEINER: We would call Sarah  
12 Stolberg back to the stand.

13 JUDGE JORDAN: Alright. Will you switch  
14 places with Ms. Stolberg, or you can just scoot  
15 over so you can still be up-

16 MS. STOLBERG: Alright.

17 JUDGE JORDAN: Okay. Okay, then you can  
18 just stay where you are.

19 MS. SHEPHERD: Thank you.

20 EXAMINATION OF SARAH STOLBERG

21 JUDGE JORDAN: Now, I put you under oath  
22 earlier, so you're still under oath. So just  
23 identify yourself for the Reporter.

24 MS. STOLBERG: Sarah Stolberg.

25 JUDGE JORDAN: And I'll turn you over to

1 Mr. Steiner.

2 QUESTIONS BY MR. STEINER:

3 Q. Ms. Stolberg, in your reviewing of the  
4 Complainants' records, did you review the  
5 procedures that were undertaken when service was  
6 initially disconnected to the premises in July of  
7 2012?

8 A. Yes.

9 Q. Can you explain the circumstances behind  
10 that disconnection and whether the Hot Weather  
11 Statute was adhered to?

12 A. A Notice of Disconnection was sent to  
13 the customer on 6-18-2012 for the past due amount  
14 of \$2,089.25. On June 25th, 2012, phone calls were  
15 made to the number on record to warn of pending  
16 disconnect. And on July 10th, 2012, services were  
17 disconnected for non-payment.

18 At that time, every day during the Hot  
19 Weather Rule, we do review the temperature  
20 guidelines, according to the National Weather  
21 Service, and going by those temperature guidelines,  
22 we were within the guidelines for the Hot Weather  
23 Statute to disconnect service on that day.

24 Q. In your review of Complainants' account,  
25 have Complainants ever been billed for tampering

1 charges?

2 A. No, they have not.

3 Q. Have you discussed with Social Service  
4 agencies that provide assistant to consumers  
5 whether their failure to provide assistance to  
6 Complainants was due to actions of KCP&L?

7 A. Yes. I spoke with United Services and  
8 the customer was not denied assistance due to  
9 allegations of tampering.

10 Q. Why were they denied assistance?

11 A. The customer was sent an offer of co-  
12 payment, which means the customer was eligible for  
13 a grant up to \$300 if the customer would make their  
14 remaining payment first.

15 Q. And what time frame are we talking  
16 about?

17 A. This letter was sent to the customer on  
18 July 11th, the day after service was terminated.

19 MR. STEINER: And Your Honor, we can make  
20 that letter a part of the record. It is attached  
21 to Staff's report, and that's not in evidence, but  
22 I would move that the report be put into evidence,  
23 but I could do it piecemeal if you'd like.

24 JUDGE JORDAN: I don't need a physical  
25 copy, since that's already been filed, I can admit

1           that by reference to what's in the file already.

2                   MR. STEINER: Okay. It is on   pardon  
3           me-

4                   JUDGE JORDAN: Take your time.

5                   MR. STEINER: It's Schedule 10-4 to  
6           Staff's July 25th, 2012 Preliminary Report of the  
7           Staff. It's a Notice of Co-Payment Letter from  
8           United Services Community Action Agency.

9                   MS. SHEPHERD: I have a document from  
10          them as well.

11                  JUDGE JORDAN: So Ms. Shepherd, you know  
12          the document we're talking about. I see you  
13          highlighting-

14                  MS. SHEPHERD: Yes. I have a separate  
15          document.

16                  JUDGE JORDAN: Very good.

17                  MR. STEINER: So you received that  
18          letter, Ms. Shepherd?

19                  MS. SHEPHERD: No, I did not.

20                  **Q.     Ms. Stolberg, did you speak to the**  
21                  **representatives of United Service Community Action**  
22                  **Agency regarding Complainants' allegation that**  
23                  **KCP&L said they were tampering with the account?**

24                  A.     Yes, I did. I spoke to this social  
25          service agency on July 11th to verify that there

1 was no tampering on the account.

2 Q. So you told the agency that there was no  
3 tampering?

4 A. Correct.

5 Q. And that was July 11th, the day after  
6 the disconnection?

7 A. Correct.

8 MS. SHEPHERD: At what point do I get to  
9 question her?

10 JUDGE JORDAN: After he's done. Then  
11 you'll be next, and then if Staff has any, then  
12 they get to.

13 MS. SHEPHERD: Okay.

14 MR. STEINER: I think that's all I have  
15 for this witness. I would also renew my Motion for  
16 Summary Determination on the question of meter  
17 accuracy, as supported with Affidavits. We have  
18 the meter tester here if you want to talk to him.  
19 I think the Commission has granted that Motion. So  
20 I guess, Staff could ask questions for Ms.  
21 Stolberg.

22 JUDGE JORDAN: Correct. So now is your  
23 chance to cross examine this witness and ask your  
24 own questions of her.

25 QUESTIONS BY MS. SHEPHERD:

1           Q.     You stated that you talked to United  
2           Community Service Action Agency and I did, as well,  
3           because I was there the day of the disconnect. And  
4           the letter I received, dated July 11th, is do you  
5           see what that says, that the grant amount if 300.  
6           The co-pay is 3,654. The total bill, 3,954. And  
7           then down here they say, without the tampering, so  
8           if there's no tampering there, there's no need to  
9           tell us, without tampering. Would you agree?

10          A.     I would agree.

11          Q.     The tampering, where it came from in the  
12          first place was a question and Antoinette Bell was  
13          the representative that day.

14                 JUDGE JORDAN: Of? Representative of?

15                 MS. SHEPHERD: United Community Service.  
16                 So when I went to the desk and I received the  
17                 letter telling me what else I needed to do, that's  
18                 at what point I was told that there was a tampering  
19                 charge. Tampering was removed the next day.

20                 JUDGE JORDAN: Okay.

21                 MS. SHEPHERD: So when they say there's  
22                 no tampering on there, it's because they removed  
23                 it. But someone had to put it there in the first  
24                 place for it to ever come up, because I didn't even  
25                 know what they were talking about.

1 Q. So I'm asking, again, if your office  
2 didn't state that there was tampering, and United  
3 Services said to me that they did not state that  
4 there was tampering, that when they entered  
5 information for my account, so that they could  
6 render assistance, there's red flags and procedure  
7 says that if there's any question of tampering or  
8 fraud, you're ineligible for any kind of  
9 assistance. So my question to KCP&L is, you  
10 removed the tampering. Wonderful. When did the  
11 tampering go on there and who reported it in the  
12 first place, because I believe that-

13 JUDGE JORDAN: Do know the-

14 A. Yes, I can answer that. United Services  
15 contacted KCP&L on July 11th to inquire as to the  
16 customer's balance when they were seeking  
17 assistance. The representative that spoke with  
18 Antoinette at United Services incorrectly quoted  
19 tampering amount due, because the previous note on  
20 the account had abbreviated total amount due, as  
21 "TAMD."

22 The representative saw that and thought  
23 that meant tampering. Immediately after the phone  
24 call, they realized their mistake and contacted  
25 United Services back. Antoinette had already made



1 a note about that. I also contacted United  
2 Services on the 11th to assure that there was no  
3 tampering. There were never fees placed on the  
4 customer's account. It was just one  
5 misunderstanding. We cleared it up the same day,  
6 and the customer actually did receive a grant from  
7 United Services for \$300 and that grant posted to  
8 her account on August 29th, 2011.

9 Q. And that was because I made a what, a  
10 co-payment? There's this contingency that we never  
11 were making payments at all during this period. I  
12 think the big misconception is that we were just  
13 negligent. We were unable to pay the amounts that  
14 we were being put under for the level payments.

15 So when we got to that point with United  
16 Services, the policy is, you must have paid all  
17 your bill in order for you to receive assistance.  
18 Secondly, if you have tampering, you're  
19 automatically disqualified.

20 For the day of the period that that was  
21 on there you probably don't understand if you've  
22 never had to go after agency assistance, but there  
23 is a stigma attached. There's a stigma attached  
24 when reps go out if they even think the day that  
25 they came to turn our tampering was on that

1 charge. That's why he acted the way that he did.

2 I mean, you know.

3 JUDGE JORDAN: Okay. Let me clarify  
4 something. And this is a question for Ms.  
5 Shepherd, but I think I need to get it in here.  
6 Are you saying that you made a payment on August  
7 29th, 2012?

8 MS. SHEPHERD: We made payment prior to  
9 August 29th. They paid their portion on the 29th,  
10 which meant that we paid the 300 we paid some  
11 amounts before we got back into the house, because  
12 they weren't letting us in the house until we paid  
13 some amounts. That keeps missing, too. It's like,  
14 they just let us walk back up in the house with no  
15 payment. That's not true.

16 JUDGE JORDAN: So what happened on August  
17 29th, 2012?

18 MS. SHEPHERD: August 29th is when the  
19 grant was placed on the account for the actual  
20 amount of 300. They make a promise to the amount  
21 of money, but it was all after the fact. Any of  
22 this information, we didn't know until August, way  
23 into August, that they even paid it.

24 JUDGE JORDAN: Okay, thank you. I'll  
25 pass the witness. This is a little out of order,

1 but I'll ask the witness, is that what your records  
2 reflect or do they show something a little  
3 different?

4 A. We show United Services made payment on  
5 August 29, 2012.

6 JUDGE JORDAN: Okay, so you do have that?

7 A. Yes.

8 JUDGE JORDAN: And counted in? Okay.  
9 Very good. You can resume your cross examination  
10 if you have any more questions for this witness.

11 MS. SHEPHERD: Yes, I do.

12 Q. You're the one that knows about the  
13 policies and procedures. I guess what my main  
14 question is, when you say that you met the  
15 guidelines for disconnect for that day, according  
16 to the hot weather ruling, what was the temperature  
17 for that day? Do you remember?

18 A. I don't have it here with me, but I  
19 believe Mr. Steiner has a copy, or somebody may  
20 have a copy.

21 JUDGE JORDAN: And you may do redirect if  
22 you wish.

23 MR. STEINER: Okay.

24 JUDGE JORDAN: If you want to. But her  
25 answer right now is she doesn't know.

1 Q. She doesn't know. It was relatively  
2 hot. The question is who has the discretion on how  
3 much time even though the white tag was not on  
4 our equipment, not until after the fact, when we  
5 returned who has the discretion about how much  
6 time is given to the person, even when you're at  
7 that when you're at that door and that rep comes  
8 and he knocks on your door, from the time he places  
9 that piece of paper, he makes contact with you, who  
10 makes the final decision?

11 Because I've had guys come to my door  
12 and say, "Ms. Shepherd, you've got to take care of  
13 this and we're going to shut you off today. But  
14 I'm going to come back at 3:00." Now that may be  
15 something that you guys don't smile on, but in our  
16 community, it goes a long way. That particular  
17 day, who made the decision that, don't give them a  
18 minute, don't give them a second, cut it off?

19 A. I do not know.

20 Q. So it's not discretionary, it's pretty  
21 much as soon as they arrive at the household, it's  
22 disconnect, no contingency plan?

23 A. I do not know.

24 Q. Who makes the rulings for disconnections  
25 for KCP&L, do you know? Does anybody know? Is

1           that executive? Is it administrative? Is it the  
2           bill rep? Somebody knows.

3                       MR. STEINER: I'm going to object. I'm  
4           not sure what you mean by the term rulings.

5                       MS. SHEPHERD: Okay, well, I may be using  
6           the wrong term when I say who makes the policy.  
7           There's a policy about the time allowed. From the  
8           time we got the white tag, we were notified. Okay,  
9           you have 92 hours, or you have 72 hours, you know,  
10          whether it's you have one hour, you have five  
11          minutes.

12                      There is a time element involved when a  
13          person is reasonably making a decision. It's not  
14          going to kill this guy to give me five minutes to  
15          get an oxygen tank on my mother. Who makes that  
16          decision. That's my question, and I don't think  
17          that's a hard one.

18                      JUDGE JORDAN: This witness has said she  
19          doesn't know, so-

20                      MS. SHEPHERD: She doesn't know. Okay.

21                      Q. I think my last question would be when I  
22          was doing some research, I became aware of a policy  
23          that's called purging, billing purging. When  
24          there's excessive billing and high billing, each  
25          system sets up a process for which they can pull up

1 accounts that have high bills or are in arrearage.  
2 What the person explained to me was that the  
3 billing process is to purge the files of any  
4 overdue billing, any negligent bills, any  
5 questionable accounts, and that each period when  
6 the cold weather ends we kind of knew, but we  
7 didn't know why when the cold weather period  
8 ends, there is a cycle in our neighborhood we call  
9 shut off. Everybody knows between that time when  
10 April 1st hits and this time ends, that if your  
11 bill is in question, you're one of the people  
12 that's in line to be cut off.

13 That purging is something that is  
14 probably a very effective tool, but again, we're in  
15 a catch them zone, where we are in a high level of  
16 poverty. So when files are being purged, it was my  
17 concern that everybody is lumped together. And I  
18 know you don't have time to go with each million  
19 customers and say, "Okay, they're sick. That's why  
20 they didn't pay their bill."

21 But that is why you have customer reps.  
22 That is why there's an open dialogue going on. My  
23 concern was that during this process, those  
24 elements are missing. What is the policies and  
25 procedures and why were they not in place.

1 JUDGE JORDAN: Okay. Do you want to ask  
2 that question of this witness?

3 MS. SHEPHERD: Yeah.

4 A. I am not familiar with that.

5 Q. Is this the first time you've ever  
6 administered an account like this?

7 A. No.

8 Q. Did we speak personally on this case?

9 A. Yes, we have.

10 Q. And on any occasion, did we ever express  
11 to you that we had no desire to pay our bill?

12 A. No.

13 Q. On any occasion, did you feel that we  
14 were not understanding what had happened?

15 A. No.

16 Q. Do you feel at this point, that you have  
17 explained everything fully to us, as far as your  
18 knowledge is concerned?

19 A. Yes.

20 Q. Did you speak with Antoinette Bell on  
21 July 11th or July 12th?

22 A. I spoke with United Services on July  
23 11th.

24 MS. SHEPHERD: That's all.

25 JUDGE JORDAN: Alright. You're done with

1 this witness?

2 MS. SHEPHERD: Yes, I am. Thank you.

3 JUDGE JORDAN: Anything from Staff?

4 QUESTIONS BY MR. BORGMEYER:

5 Q. Just one quick question and maybe you  
6 don't know this. Do you know whether KCPL has ever  
7 contacted the City of Kansas City regarding  
8 weatherization of the Complainants' home?

9 A. I do not.

10 MR. BORGMEYER: I have no other  
11 questions, Your Honor.

12 JUDGE JORDAN: Okay. Let me take a look  
13 at my notes and see if I have any questions. Just  
14 to sum up or recap or clarify, do I understand that  
15 the last time was received on this account from  
16 anyone was the 29th of August, 2012?

17 A. That is correct.

18 JUDGE JORDAN: That's all the questions I  
19 have for you and you may stand down.

20 MR. STEINER: May I redirect, Your Honor?

21 JUDGE JORDAN: Oh, you may. I'm sorry,  
22 I didn't mean to cut you off.

23 MR. STEINER: That's okay.

24 QUESTIONS BY MR. STEINER:

25 Q. Ms. Stolberg, we were talking about



1           tampering fees and you were asked questions. Have  
2           you reviewed the actual bills that Complainants  
3           received on this account since the disconnection  
4           since prior to, well, let's say from 2012 to date?

5           A.     Yes.

6           Q.     Have any tampering fees ever appeared on  
7           Complainants' bill?

8           A.     No.

9           Q.     Ms. Shepherd asked you questions about  
10          her paying for service. Were any of Ms. Shepherd's  
11          checks returned for insufficient funds?

12          A.     Yes, they were. There was a payment on  
13          7-11-2012 for \$500 that was returned as  
14          insufficient on 7-19-2012. There was a payment on  
15          7-13-2012 for \$300 that was returned on 7-19-2012.  
16          And there was a payment on 7-18-2012 for \$1,000  
17          that was returned on 7-23-2012.

18                 MS. SHEPHERD: Question.

19                 JUDGE JORDAN: Hang on a second. Let him  
20          get done with his redirect and then you can  
21          recross.

22          Q.     Ms. Shepherd asked you questions about  
23          your discussions with her in your role as Customer  
24          Service Rep for KCPL, do you recall that?

25          A.     Yes, I do.

1                   Q.     In those conversations, has Ms. Shepherd  
2                   ever offered to pay her bill?

3                   A.     Yes.

4                   Q.     When was that?

5                   A.     On July 26, 2012, we agreed to a payment  
6                   arrangement for \$350 per month. And then on  
7                   September 21st, 2012, I spoke with Ms. Shepherd and  
8                   she agreed to a payment arrangement of \$300 per  
9                   month.

10                  Q.     And I believe you testified earlier that  
11                  those payment arrangements were not kept. Is that  
12                  correct?

13                  A.     That is correct.

14                  Q.     Any other instances where she offered to  
15                  pay her bill?

16                  A.     In January 11th, 2013, Ms. Shepherd  
17                  received notice that her payment plan was broken  
18                  due to non-payment of \$300 per month. Ms. Shepherd  
19                  said she would make payment for 906.90. No payment  
20                  was ever posted to the account.

21                  Q.     And I believe you were asked questions  
22                  about your contact with USCAA, the agency that  
23                  provides assistance to customers?

24                  A.     Correct.

25                             JUDGE JORDAN: Is that an acronym?

1 MR. STEINER: United Services Community  
2 Action Agency.

3 JUDGE JORDAN: Thank you.

4 Q. Is that correct?

5 A. That's correct.

6 Q. Who did you speak to at that agency?

7 A. I am not sure who I spoke to.

8 Q. Did you ever speak to Dustin Hardison?

9 A. Yes, I have.

10 Q. Did you speak to him about the  
11 eligibility of the Shepherd-McFarlin household for  
12 assistance?

13 A. Yes, I have.

14 Q. What did Mr. Hardison tell you?

15 A. I spoke to him in February regarding the  
16 customer's eligibility for lighting assistance, and  
17 Mr. Hardison indicated that the customer was not  
18 eligible due to excessive income.

19 JUDGE JORDAN: Can you clarify that term  
20 for us?

21 A. The customer's income exceeds the  
22 guidelines for qualifications for lighting funds.

23 MS. SHEPHERD: That's inaccurate.

24 MR. STEINER: I think that's all I have,  
25 Your Honor.

1 JUDGE JORDAN: Alright.

2 MS. SHEPHERD: Can I redirect or-

3 JUDGE JORDAN: Hang on a second. Any  
4 redirect from Staff?

5 MR. BORGMEYER: No, Your Honor.

6 JUDGE JORDAN: I don't have any redirect.  
7 Of course, I don't have I don't do redirect. I  
8 do recross.

9 MS. SHEPHERD: I have one question.  
10 That's all.

11 JUDGE JORDAN: Recross, Ms. Shepherd.

12 QUESTIONS BY MS. SHEPHERD:

13 Q. That was in the statement that the  
14 gentleman asked were there checks returned from my  
15 account?

16 A. Yes, ma'am.

17 Q. Would you check again? What name is on  
18 that account?

19 A. I don't have the names on the account.  
20 I just show-

21 Q. Because it's not my name. Those bills  
22 came from my mom's account and what she did was  
23 when those bills were paid, because my mother has  
24 some dementia, she went in, not knowing she was  
25 affecting the billing payment, and stopped all of

1           those checks because she didn't know what was  
2           happening. She did that and didn't tell me, so  
3           when I got the information, I'm like, "Okay, we'll  
4           just switch it over to my account." At that time,  
5           that's when they stopped letting us do anything  
6           electronically.

7                       So we can't do billing over the phone.  
8           We can't do billing with our debit cards. We have  
9           to actually get out, so at that point, I was kind  
10          of like, okay, well, we're just adding insult to  
11          injury. Let's not do that. But that was some mis-  
12          information that I wanted to clarify, that that was  
13          not my account. That was, indeed, Emma McFarlin's  
14          account.

15                     JUDGE JORDAN: Okay, just so I  
16          understand. You're referring to the-

17                     MS. SHEPHERD: The returned checks.

18                     JUDGE JORDAN: -the returned checks?

19                     MS. SHEPHERD: She said it was from my  
20          account.

21                     JUDGE JORDAN: Those were on the account  
22          of Emma J. McFarlin?

23                     MS. SHEPHERD: Correct.

24                     JUDGE JORDAN: Those returned checks were  
25          not on the account of Rebecca J. Shepherd?

1 MS. SHEPHERD: And you'll see when  
2 payments are made, that they come from two  
3 different account.

4 JUDGE JORDAN: Okay.

5 MS. SHEPHERD: Okay, that would be my  
6 only statement.

7 JUDGE JORDAN: Okay, anything further?

8 MR. STEINER: I would, Your Honor.

9 QUESTIONS BY MR. STEINER:

10 Q. Ms. Stolberg, when the Company was  
11 attempting to disconnect services in July, did it  
12 provide an extra 21 days for the disconnection  
13 because of the medical condition of Ms. McFarlin?

14 A. No, because Ms. McFarlin had already  
15 received a medical extension granted in April 10th,  
16 2012.

17 Q. So explain that's when we were trying  
18 to disconnect for insufficient funds, as well?

19 A. That was a disconnect for non-payment.  
20 Notice was sent on March 19th, 2012, and then on  
21 April 10th, 2012, we visited the premise to  
22 disconnect for non-payment and a medical extension,  
23 a 21-day medical extension was granted to the  
24 customer at that time.

25 Q. Thank you.

1 JUDGE JORDAN: Mr. Borgmeyer, anything?

2 MR. BORGMEYER: No other questions, Your  
3 Honor.

4 JUDGE JORDAN: I have nothing for you.  
5 Did you have one more thing?

6 MS. SHEPHERD: Yeah, because prior to  
7 this, KCPL's position was that we didn't have  
8 medical status in the household. But they just  
9 stated that in April, 2012, they gave us a medical  
10 extension. I would just beg to differ that that  
11 was not the case.

12 JUDGE JORDAN: Okay, anything else?  
13 Okay, anything Mr. Steiner, Mr. Borgmeyer? I have  
14 nothing for you.

15 MR. STEINER: Your Honor, at one time,  
16 the Commission did grant my Motion for Summary  
17 Determination on the billing.

18 JUDGE JORDAN: That's correct.

19 MR. STEINER: Is it no longer the case  
20 that that Motion has been granted? I'm a little  
21 unclear. If it hasn't been if it's no longer in  
22 effect, then I have the meter tester here who can  
23 testify. But if the motion has already been  
24 granted, then I don't believe we need to hear from  
25 him today.

1 JUDGE JORDAN: Here's my reading of the  
2 regulation. It states that the matters on which  
3 summary determination stand as established. But I  
4 also see that as an interlocutory ruling. If you  
5 think that you need to put on evidence if you  
6 believe that the well, the subject of the Motion  
7 and Ruling was the accuracy of the meter.

8 MR. STEINER: Right.

9 JUDGE JORDAN: If you'd like to put on  
10 some evidence of that, I won't stop you.

11 MR. STEINER: Well, we have the witness  
12 here, so we'll do that. And I guess that would  
13 probably be my final witness. But I also would  
14 like to have some questions of Staff.

15 JUDGE JORDAN: We have a witness  
16 available by telephone. Then you may call your  
17 witness.

18 MR. STEINER: Paul Wilson, please.

19 PAUL WILSON, being first duly sworn, was  
20 examined and testified under oath, as follows:

21 EXAMINATION OF PAUL WILSON

22 QUESTIONS BY MR. STEINER:

23 Q. Please state your name for the record  
24 and where you work and what your position is.

25 A. Paul Wilson, 1331 North Jackson. I'm a



1 Journeyman Meterman in the Measurement Technology  
2 Department, Kansas City Power & Light.

3 Q. How long have you been in your current  
4 position?

5 A. About three years.

6 Q. Are you trained in the testing of  
7 metering equipment?

8 A. Yes, sir.

9 Q. Did you test the Complainants' meter?

10 A. Yes, sir.

11 Q. What day was that?

12 A. I think it was February 19th of this  
13 year.

14 Q. And give us just a brief explanation of  
15 what you do when you test a meter.

16 A. Okay. Well, there's always variances,  
17 but we're in a cell net region, so when we get to a  
18 premise, we always call and get a cell net read.

19 Q. Cell net?

20 A. Yes, it's a module. It sends data back  
21 to billing, so that's how customers get their  
22 billing reads. We verify that that read that they  
23 pull of the cell net matches the register read.  
24 And we'll take a load check, which is basically a  
25 formula to see what load is on the meter at the

1 time of arrival. And, so we'll take off the meter  
2 lid and we'll, you know, do our safety checks, do  
3 voltage checks, make sure there isn't a leg  
4 missing, that clips aren't burned, broken blocks,  
5 any safety issues. And then we'll proceed into our  
6 tests.

7 **Q. And how does that test work?**

8 A. Well, you have to remove the customer's  
9 meter and you're basically isolating a customer's  
10 load from our test kit standard. And we just run a  
11 heavy load, a light load, and we'll get the  
12 condition of the meter.

13 **Q. And then do you average those tests to**  
14 **get the meter accuracy?**

15 A. Yes, sir.

16 **Q. And what was the results of the test?**

17 A. Well, a heavy load was 100.04 percent  
18 accurate. Light load was 101 and it brought the  
19 condition of the meter to 100.03 percent accurate.

20 **Q. And would the fact that Complainants'**  
21 **furnace was not operating at the time have any**  
22 **effect on your testing of the meter?**

23 A. No, it has no bearing, because we're  
24 isolated. As a matter of fact, customers get free  
25 power when we're there because we isolate them from

1 us.

2 Q. And in your opinion, is Complainants'  
3 meter recording electric usage accurately?

4 A. Yes.

5 MR. STEINER: That's all I have.

6 JUDGE JORDAN: Thank you. Any questions  
7 on meter accuracy from this witness?

8 MS. SHEPHERD: Huh-uh.

9 JUDGE JORDAN: Okay. Any questions for  
10 this witness?

11 MR. BORGMEYER: No questions, Your Honor.

12 JUDGE JORDAN: I have no questions for  
13 you.

14 MR. WILSON: Alright. Thank you, all.

15 MS. SHEPHERD: Thank you.

16 MR. STEINER: I'd like to ask some  
17 questions of Gay, if that's Gay Fred.

18 JUDGE JORDAN: Are you done with your  
19 witnesses?

20 MR. STEINER: Yes.

21 MR. BORGMEYER: Staff would call, Gay  
22 Fred.

23 JUDGE JORDAN: Gay Fred, are you there?

24 MS. FRED: Yes, I'm here.

25 GAY FRED, being first duly sworn, was

1 examined and testified, under oath, as follows:

2 JUDGE JORDAN: Mr. Steiner?

3 MR. STEINER: Do you have some direct or-

4 MR. BORGMEYER: If I could just real

5 briefly.

6 UNKNOWN: Go ahead.

7 EXAMINATION OF GAY FRED

8 QUESTIONS BY MR. BORGMEYER:

9 Q. Ms. Fred, you didn't write the Staff  
10 Report in this case; did you?

11 A. No, I did not.

12 Q. Did you supervise the person who wrote  
13 the Staff Report?

14 A. Yes, I did.

15 Q. And that person has retired?

16 A. That's correct.

17 Q. And did you review the Staff Report in  
18 preparation for this case?

19 A. Yes, I have.

20 Q. Is there any corrections or changes that  
21 need to be made?

22 A. No.

23 Q. Is everything true and correct to the  
24 best of your knowledge and belief?

25 A. Yes.

1           **Q.     And if I ask you any questions about the**  
2           **facts that are in the Staff Report today, would you**  
3           **give the same answers that are in the Staff Report?**

4           A.     Yes, I would.

5                     MR. BORGMAYER: Your Honor, with that, I  
6           would just move to admit the Staff Report as  
7           evidence in this case and tender this witness for  
8           cross examination.

9                     JUDGE JORDAN: Okay. Before I make that  
10          ruling, would you do me a favor and identify and  
11          qualify the witness?

12                    MR. BORGMAYER: Yes. Sorry about that.

13                    JUDGE JORDAN: That's okay. It's  
14          probably in the report, but I'd like to get it in  
15          the transcript and I want everyone to hear it.

16                    **Q.     Ms. Fred, could you say and spell your**  
17                    **name for the record, please?**

18                    A.     It's Gay Fred, G-A-Y, F-R-E-D.

19                    **Q.     And what is your job title?**

20                    A.     I'm the Consumer Services Manager for  
21          the Missouri Public Service Commission.

22                    **Q.     Thank you.**

23                    JUDGE JORDAN: Mr. Steiner?

24                    QUESTIONS BY MR. STEINER:

25                    **Q.     Good morning, Ms. Fred.**

1 A. Good morning.

2 Q. When service was disconnected on July  
3 10th, 2012, did Kansas City Power & Light follow  
4 the Commission's disconnection rules?

5 A. Yes, they did.

6 Q. Can you explain what rules you look at  
7 in making that determination?

8 A. Yes. It would have been Commission Rule  
9 CSR 240-13.050, regarding discontinuance of  
10 service. And it would have been subsection 6,  
11 which refers to the notice that shall be provided  
12 to consumers prior to a discontinuance of service.

13 Q. Also during that same disconnection, did  
14 Kansas City Power & Light follow the Hot Weather  
15 Statute?

16 A. Yes, they did.

17 Q. Do you believe that any customer service  
18 agency was prevented from providing assistance to  
19 the Complainants due to the actions of Kansas City  
20 Power and Light Company?

21 A. No, I do not.

22 Q. Why do you believe assistance was not  
23 provided?

24 A. It was our understanding in our review  
25 of the informal complaint filed by the Complainant

1           that once it was discovered that incorrect  
2           information was communicated the United Services  
3           Community Action Agency, that KCPL immediately  
4           rectified that problem and it was removed and the  
5           customer was eligible for a grant.

6                       And I say eligible for a grant based on  
7           the fact had there been a tampering issue, they  
8           perhaps would not have been. But that being  
9           removed, they were eligible at that point to have  
10          received a grant if they qualified the necessary  
11          criteria to receive such from United Services.

12                   **Q.     And does your report say why they did**  
13           **not qualify?**

14                   A.     It appears that the reason for not  
15           qualifying would have been either the lack of the  
16           co-payment that was necessary or the possible  
17           inability to qualify due to eligibility based on  
18           income.

19                   JUDGE JORDAN: I'm sorry. Will you  
20           repeat that last     that answer for me?

21                   A.     Yes, inability to qualify for what we  
22           call low income home energy assistance program  
23           money due to the income level of the household.

24                   JUDGE JORDAN: Okay, thank you.

25                   **Q.     Is Complainant entitled to free electric**

1           **service during the time it takes the Commission to**  
2           **process this complaint?**

3           A.     No, and I believe our rules address  
4           that.

5           **Q.     Which rule are you speaking of?**

6           A.     That rule would be 4 CSR 240-13.045  
7           regarding disputes, and it would be subsection 6.

8                     MR. STEINER: Your Honor, I have nothing  
9           further.

10                    JUDGE JORDAN: Ms. Shepherd, any  
11           questions for this witness?

12           QUESTIONS BY MS. SHEPHERD:

13           **Q.     Hello, Ms. Gay.**

14           A.     Hello.

15           **Q.     My only thing I wanted to ask again was**  
16           **when was the medical status for our household? Do**  
17           **you remember when it was instated?**

18           A.     The medical what? I'm sorry.

19           **Q.     The medical customer program, when our**  
20           **application was received and accepted.**

21           A.     It is my understanding that the medical  
22           application received was never completed and that  
23           was the application received July 18th, 2012, and I  
24           have a copy of that. It's in Staff Report,  
25           Schedule 10-5, where it does not show that it's



1           been completed by the physician.

2           Q.     Well, that's not accurate. Okay. We  
3           have received our white tag, so is it not customary  
4           that if you don't have a completed application, you  
5           do not get a white tag? That would be a case of  
6           question, but.

7           A.     Yeah, I can't answer that.

8           Q.     We received it after we got back in the  
9           home. That was a part of it. And you're in this  
10          communication, as well. I'm not understanding.

11          My point is prior to the disconnect in  
12          July, it was stated that we did not have the  
13          medical customer program. If that, indeed, is the  
14          case, when you gave us an extension as you allege  
15          on April 20th, then how would we receive a medical  
16          program participation if we're not in the program.

17          Everybody is saying that we didn't have  
18          that status. We didn't argue. We said we didn't  
19          get it. We applied for it once. We were  
20          disconnected. We received it. And once we got  
21          back in, those were all contingencies, as well as  
22          the arrangement with United Social Services. So  
23          now, I'm asking you guys, don't you know when you  
24          admitted the application into our file?

25          JUDGE JORDAN: Is that a question for

1           this witness?

2                       MS. SHEPHERD: Yes, sir.

3           A.     I don't receive that information, Ma'am.  
4           That would have been information     that application  
5           would have went to KCPL, so I'm afraid I can't  
6           answer that question.

7                       **Q.     You just stated that the application was**  
8                       **incomplete, so you have some information?**

9           A.     I do have a copy of the application that  
10          is incomplete, and it has a date on it of July  
11          18th, 2012.

12                      **Q.     Okay. That would have been the date**  
13                      **that I would have been asking for. Thank you.**

14                      JUDGE JORDAN: Any more questions for  
15          this witness?

16                      MS. SHEPHERD: No.

17                      JUDGE JORDAN: Redirect?

18                      MR. STEINER: No, nothing, Your Honor.

19                      JUDGE JORDAN: Anything from Staff?

20                      MR. BORGMEYER: No, Your Honor.

21                      JUDGE JORDAN: I have nothing for this  
22          witness. So Ms. Fred, you're done. You can stay  
23          on the line if you wish.

24                      MS. FRED: Thank you.

25                      JUDGE JORDAN: Mr. Steiner?

1 MR. STEINER: I would again like to renew  
2 my Motion to Terminate Service. I think we've  
3 established the Complainants have the funds to pay  
4 it and haven't complied with the settlement  
5 agreements. They haven't paid half the amount in  
6 dispute. Without that authorization, I feel like  
7 this Complaint will continue to move along, and I  
8 don't think it's the position of the Commission  
9 that everything just stays in abeyance during the  
10 Complaint.

11 JUDGE JORDAN: Does Staff have anything  
12 to add to that?

13 MR. BORGMEYER: No, Your Honor.

14 JUDGE JORDAN: For Ms. Shepherd's  
15 benefit, I'm going to recap and remind her that we  
16 did take evidence on that before she arrived.  
17 We've got your evidence as to that, as well. And I  
18 want to make sure everyone knows that when I return  
19 to my office this afternoon, I will make a ruling  
20 on that Motion. Anything else, Mr. Steiner?

21 MR. STEINER: No, Your Honor.

22 JUDGE JORDAN: Did Staff have anything it  
23 wanted to present in support of its position as set  
24 forth in the report?

25 MR. BORGMEYER: Nothing further, Your

1 Honor.

2 JUDGE JORDAN: Alright. Well, it sounds  
3 like we've heard all the evidence on this Complaint  
4 and also on the pending Motion. We have a schedule  
5 for briefing, as well, I believe. And I am looking  
6 for my file for that. Does anyone have that at  
7 their fingertips?

8 Oh, here we go. Setting Procedural  
9 Schedule. I've got it also. And in the Procedural  
10 Schedule, the briefs are described as optional and  
11 due on May 31st. That does not apply to the  
12 pending Motion for Authorization to Terminate  
13 Service, which, I will say again, I will be ruling  
14 on this afternoon. Is there anything before we  
15 close the record and go off the record?

16 MR. STEINER: So just on the briefing,  
17 you said it was optional. Ms. Shepherd, to you,  
18 that's where you write a brief. Are you planning  
19 on doing that? I was thinking we can say that  
20 we're not going to do briefs or was Staff  
21 planning on doing a brief?

22 MR. BORGMEYER: I don't think we were  
23 planning to, but.

24 MR. STEINER: I'm just trying to get the  
25 parties' expectations.

1 JUDGE JORDAN: Well, here's what I'm  
2 going to do. As far as the immediate relief  
3 requested, as I said, I'm going to rule on that  
4 this afternoon. I will leave the door open for  
5 people to file written argument by May 31st.

6 I doubt the Commission would since  
7 this is a small complaint, what I do is issue a  
8 recommended decision anyway and then that goes to  
9 the Commission after a comment period. So small  
10 complaints are delayed in any event. I don't think  
11 the filing of briefs would slow down the resolution  
12 of the underlying Complaint.

13 Just to explain to make sure you  
14 understand what a brief is, Ms. Shepherd, what it  
15 is this. In a brief, what you do is you take the  
16 things that have happened in a hearing, which  
17 you'll be able to do because you'll have a copy of  
18 the transcript available to you. And you'll be  
19 able to look at the transcript, show where the  
20 things you wanted to prove, you have proved, cite  
21 those to the Commission in a written argument and  
22 say, "I had to prove this and here's where I proved  
23 it." That's basically what a brief is.

24 You're not required to do that, but you  
25 have the right to do that. I've set a time limit

1 of May 31st on that.

2 MS. SHEPHERD: Okay.

3 JUDGE JORDAN: Okay. Anything else  
4 before we go off the record?

5 MR. STEINER: Your Honor, I just didn't  
6 know if you admitted the Report.

7 JUDGE JORDAN: Thank you for reminding  
8 me. You had offered as an exhibit here at the  
9 Hearing, the Preliminary Report of Staff, which is  
10 marked as Exhibit-

11 COURT REPORTER: I have no idea what  
12 number you want that to be.

13 JUDGE JORDAN: We have no other exhibits,  
14 so I think it's just 1 and I'm admitting that into  
15 the record.

16 (WHEREIN, Exhibit 1 was marked for  
17 identification by the Court Reporter and admitted  
18 into evidence.)

19 JUDGE JORDAN: So Exhibit No. 1, which is  
20 the Preliminary Report of the Staff, is entered  
21 into evidence. Anything else before we go off the  
22 record?

23 MR. STEINER: Well, if we're doing  
24 exhibits, I do have an exhibit from the USCAA  
25 regarding the eligibility of assistance of the

1 McFarlin household. I can authenticate it through  
2 Ms. Stolberg.

3 JUDGE JORDAN: Sure, let's do that. That  
4 will only take a minute. And make sure you show it  
5 to Ms. Shepherd and to Staff while we're calling  
6 Ms. Stolberg back to the you can do that where  
7 you are. I think everyone can hear you. You're  
8 still under oath, so Mr. Steiner has some more  
9 questions just to lay a foundation for this.

10 EXAMINATION OF SARAH STOLBERG

11 QUESTIONS BY MR. STEINER:

12 Q. As part of your job, do you communicate  
13 with United Services Community Action Agency, as a  
14 regular part of your job?

15 A. Yes, I do.

16 Q. Does that agency regularly communicate  
17 with you?

18 A. Yes, they do.

19 Q. Did you ask USCAA to send you a letter  
20 regarding the eligibility of the Shepherd-McFarlin  
21 household for assistance?

A. Yes, I did.

22 Q. Did Mr. Dustin-

MS. SHEPHERD: That's so inaccurate.

23 Q. -Hardison provide you with a letter  
regarding whether they're eligible for assistance?

24 A. Yes, he did.

Q. I'm handing you what's going to be  
25 marked as Exhibit 2. It's a letter dated February

1 28th, 2013, from that agency. Is that what you  
2 received from Mr. Hardison?

3 A. Yes, it is.

4 MR. STEINER: Your Honor, I would move  
5 for admission of Exhibit 2 as a and I believe it  
6 would qualify as an exception to any hearsay  
objections as a business record received by the  
7 Company.

JUDGE JORDAN: This is a letter dated  
8 February 28, 2013, from United Services Community  
Action Agency, signed by Dustin Hardison. I'll  
9 have the Reporter mark that as Exhibit No. 2.

(WHEREIN, Exhibit 2 was marked for  
10 identification by the Court Reporter.)

JUDGE JORDAN: And you've seen this, Ms.  
11 Shepherd?

MS. SHEPHERD: Yes, I did.

JUDGE JORDAN: Your objection to it is  
12 that it's inaccurate-

MS. SHEPHERD: It's inaccurate.

JUDGE JORDAN: -and the content is  
14 untrue. Is that correct?

MS. SHEPHERD: Yes.

JUDGE JORDAN: The Commission may believe  
15 nothing in this document. The Commission may  
16 believe everything in this document. I will admit  
it into the record.

(WHEREIN, Exhibit 2 was admitted into  
17 evidence.)

JUDGE JORDAN: Anything else before we go  
18 off the record?

MR. STEINER: No, Your Honor.

MR. BORGMEYER: No, Your Honor.

MS. SHEPHERD: No further questions.

JUDGE JORDAN: Well, thank you, everyone.

21 With that, we will go off the record. Thank you.

(WHEREIN, the Hearing is concluded at  
22 10:32 a.m.)  
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CERTIFICATE OF REPORTER

STATE OF MISSOURI     )   ss  
  
COUNTY OF CLAY         )

I, JANET H. WIMER, Certified Court  
Reporter, the officer before whom the foregoing  
hearing was taken, do hereby certify that the  
testimony in said hearing was taken by me to the  
best of my ability and thereafter reduced to  
typewriting under my direction; that I am neither  
counsel for, related to, nor employed by any of the  
parties to the action in which this hearing was  
taken, and further, that I am not a relative or  
employee of any attorney or counsel employed by the  
parties thereto, nor financially or otherwise  
interested in the outcome of the action.

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Notary Public in and for  
the State of Missouri

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