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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing  
February 27, 2014  
St. Louis, Missouri  
Volume 6

CRAIG MERSHON, )  
Complainant, )  
vs. ) Cause No. EC-2013-0521  
 )  
UNION ELECTRIC COMPANY )  
d/b/a AMEREN MISSOURI, )  
Respondent. )

JUDGE DANIEL R.E. JORDAN, Presiding  
REGULATORY LAW JUDGE

REPORTED BY:  
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1                                   A P P E A R A N C E S

2       For Staff of the Missouri Public Service Commission:

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4                   Public Service Commission

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9

10       For Union Electric Company d/b/a Ameren Missouri:

11                   Ms. Sarah E. Giboney

12                   Smith Lewis, LLP

13                   City Centre

14                   111 South Ninth Street, Suite 200

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

2 JUDGE JORDAN: Let's go on the record. The  
3 Commission is calling the action in File No.  
4 EC-2013-0521. That is the complaint of Craig  
5 Mershon versus Union Electric Company doing  
6 business as Ameren Missouri. My name is Daniel  
7 Jordan. I'm the regulatory law judge assigned to  
8 this action. We will begin with entries of  
9 appearance. We will start with Union Electric  
10 Company, doing business as Ameren Missouri.

11 MS. GIBONEY: Sarah Giboney of Smith Lewis,  
12 LLP, 111 South Ninth Street, Suite 200, Columbia,  
13 Missouri, 65201.

14 JUDGE JORDAN: Thank you. And for the  
15 Staff or the Commission?

16 MR. KEEVIL: Jeffrey Keevil representing  
17 the Staff of the Commission. My address is P.O.  
18 Box 360, Jefferson City, Missouri, 65102.

19 JUDGE JORDAN: Thank you. And I see no  
20 representative from the Office of Public Counsel,  
21 though they are, by regulation, a party of this  
22 action, they have not participated so far. I am  
23 going to ask if there is anyone on the phone line  
24 with us. And I am not hearing anyone. I see that  
25 no one is in the room and that would include

1 Mr. Mershon, the complainant. By my reading of the  
2 time, it is 10:34. We will give Mr. Mershon a  
3 little more time to make his appearance and in the  
4 meantime we will go off the record.

5 (Discussion off the record.)

6 JUDGE JORDAN: We're back on the record.  
7 Mr. Mershon has made no appearance in person and  
8 I'm going to ask if Mr. Mershon is on the phone.  
9 Is there anyone on the phone line? I'm hearing  
10 nothing but white noise on the phone line. It is,  
11 by my reading, 10:41, so we will begin with this  
12 proceeding on the merits. We have two parties  
13 present with us. We have staff and we have  
14 utility, Union Electric Company doing business as  
15 Ameren Missouri. I will begin with Staff because I  
16 would like to call Staff's witness to testify.

17 MR. KEEVIL: Thank you, Judge. Staff would  
18 call as its witness Ms. Carol Gay Fred.

19 JUDGE JORDAN: Thank you. Please raise  
20 your right hand.

21 CAROL GAY FRED,

22 Of lawful age, produced, sworn and  
23 examined on behalf of the Staff, deposes and  
24 says:

25 JUDGE JORDAN: Thank you. Counsel?

1 MR. KEEVIL: Yes. Thank you, Judge.

2 EXAMINATION

3 BY MR. KEEVIL:

4 Q Ms. Fred, will you state your name for  
5 the record?

6 A It's Carol Gay Fred.

7 Q And by whom are you employed?

8 A By the Missouri Public Service  
9 Commission as the consumer services manager for that  
10 department.

11 Q Okay. Are you the same Gay Fred who had  
12 responsibility for preparing the Staff's report in  
13 this case?

14 A Yes, I am.

15 Q And do you have a copy of that report  
16 with you?

17 A Yes, I do.

18 Q Do you have any corrections you would  
19 like to make to that report?

20 A Yes, I would. On Page 8 of the Appendix  
21 A to that report, on the first paragraph under  
22 heading conclusion and recommendation, on the fifth  
23 line down that begins with "does not believe that  
24 the company has not violated," I'd like to remove  
25 the second "not" so that it reads, Does not believe

1     that the company has violated any statute commission  
2     rule.

3             **Q     Okay. Thank you. Any other corrections**  
4     **you'd like to make to the report?**

5             A     No.

6             **Q     Okay. With that correction, are the**  
7     **facts as stated and conclusions reached in that**  
8     **report still true and correct to the best of your**  
9     **information, knowledge, and belief?**

10            A     Yes.

11            MR. KEEVIL: Judge, with that, I would  
12     offer the Staff report into the record. It has  
13     been premarked as -- it is HC, by the way, Judge,  
14     pursuant to commission regulation, unless you  
15     declare it otherwise, for now it's HC. It's been  
16     premarked as HC Staff Exhibit A and I have an extra  
17     copy if you need one or if you've already got one,  
18     I know -- I've given one to the court reporter so  
19     she's got your copy and I don't know if you need  
20     another copy or not.

21            (HC Staff Exhibit A marked.)

22            JUDGE JORDAN: Commission will take  
23     official notice of its filing, including this  
24     report, and I will rule that the correction that  
25     Ms. Fred made may be released and made public, the

1 rest of it remaining highly confidential.

2 (Staff HC Exhibit A received.)

3 MR. KEEVIL: Thank you. With that,  
4 Ms. Fred, we would tender Ms. Fred for  
5 cross-examination if there is any.

6 MS. GIBONEY: No cross-examination, Judge.

7 JUDGE JORDAN: And I have no questions for  
8 this witness. Thank you.

9 THE WITNESS: Thank you.

10 JUDGE JORDAN: Does that conclude Staff's  
11 case?

12 MR. KEEVIL: Pursuant to the rule, Judge,  
13 as we've spoken about it previous in pre-hearings,  
14 the Staff -- I think the rule says something to the  
15 effect that Staff shall not advocate a position,  
16 therefore that does conclude Staff's case, Judge.

17 JUDGE JORDAN: Very good. That is my  
18 reading as well as I'll note that it is not really  
19 Staff's case. That was the regulatory judge that  
20 asked for Ms. Fred to testify. Thank you, Counsel.  
21 And now we'll move to the case in chief of Ameren  
22 and I'd like a brief opening statement just to show  
23 me what Ameren intends to present today, please.

24 MS. GIBONEY: Thank you, Judge. It's our  
25 understanding from reviewing and answering

1 Mr. Mershon's complaint and the subsequent filing  
2 called the petition that, in essence, he is  
3 complaining about customer service in general,  
4 about the rate he has been charged by the company,  
5 has made a claim also that he was overbilled in the  
6 amount of \$608.12 and, finally, he's made  
7 complaints about the forms of disconnect notices  
8 and the disconnection practices of the company. So  
9 we would like to present evidence in testimony  
10 regarding, really, those four issues.

11 JUDGE JORDAN: All right. As I review the  
12 pleadings, I think the following regulations may be  
13 those applicable to Mr. Mershon's complaint as  
14 supplemented in the document that he styled a  
15 petition. My recollection and my review of that  
16 reveals no citations to any provision alleged to  
17 have been violated. Am I missing something?

18 MS. GIBONEY: I do not believe he has ever  
19 identified a particular statute, rule, commission,  
20 order, or tariff to which he claims to have been  
21 violated.

22 JUDGE JORDAN: The pleadings suggest that  
23 the following provisions may be at issue; 4 CSR  
24 240-13.020 relating to billing and payment  
25 standards. Particularly Subdivisions 1 and 9. And

1       4 CSR 240-13.050, particularly Section D -- sorry,  
2       Section 1, Subsection D. And also Sections 5 and  
3       7. So I anticipate your presentation will address  
4       the substance of those regulations?

5               MS. GIBONEY: Yes, Judge. And, also, I  
6       believe 4 CSR 240-13.040, regarding inquiries,  
7       which deals with customer service practices of the  
8       company.

9               JUDGE JORDAN: Thank you.

10              MS. GIBONEY: And then the rates charged  
11       will be addressed in Ameren Missouri's tariffs.

12              JUDGE JORDAN: Very good. Anything else  
13       before you call your next witness?

14              MS. GIBONEY: No, Judge. The company calls  
15       Cathy Hart.

16              JUDGE JORDAN: Please raise your right  
17       hand.

18                       CATHY HART,

19                       Of lawful age, produced, sworn and  
20       examined on behalf of the Respondent, deposes  
21       and says:

22                               EXAMINATION

23       BY MS. GIBONEY:

24               **Q     Could you state your name for the**  
25       **record?**

1           A     Cathy Hart.

2           **Q     Are you employed with Ameren Missouri?**

3           A     I am.

4           **Q     What is your title and job**

5 **responsibilities?**

6           A     My title is regulatory liaison and my  
7 responsibilities include investigation of complaints  
8 and dealing with those issues that come up with  
9 those.

10          **Q     At the time this complaint was filed,**  
11 **was your position supervisor of customer services?**

12          A     Yes, it was.

13          **Q     How long have you -- did you hold the**  
14 **position of supervisor of customer services?**

15          A     Since January of 2001.

16          **Q     Do you have general knowledge about the**  
17 **company and its method of doing business?**

18          A     I do.

19          **Q     Do you also have technical and**  
20 **specialized knowledge with respect to the company's**  
21 **billing practices and customer service protocols?**

22          A     I do.

23          **Q     And also with regard to its record**  
24 **keeping?**

25          A     I do.

1           Q     Do you believe your testimony will  
2     assist the Commission in understanding the evidence  
3     and determining the facts at issue?

4           A     Yes.

5           Q     And have you been qualified as an expert  
6     in other consumer complaints, evidentiary hearings,  
7     before the Commission?

8           A     Yes, I have.

9           Q     Are you also here today as a corporate  
10    representative of the company?

11          A     Yes.

12          Q     In preparing for your testimony today,  
13    have you reviewed company documents and records?

14          A     I have.

15          Q     Have you, in particular, reviewed  
16    records that pertain to the electric utility service  
17    provided to Craig Mershon?

18          A     Yes.

19          Q     So Mr. Mershon receives electric --  
20    residential electric utility service from the  
21    company?

22          A     Yes, he does.

23                     (Ameren Exhibit HC1 marked.)

24          Q     I'll hand you what's been marked Ameren  
25    Missouri Exhibit 1HC. Can you identify that

1     **document?**

2             A     This is an account activity statement.

3             **Q     Is this the type of record that the**  
4     **company keeps on a regular basis?**

5             A     Yes, it is.

6             **Q     How is this document prepared?**

7             A     This is a collection of automated  
8     information. It comes from our records from the  
9     meter. From the meter, we take the meter readings  
10    that go into our billing. From there the billings  
11    are all calculated and this is information from the  
12    date of the bill, all the transactions, billing  
13    periods, charges, and the kilowatt usage.

14            **Q     And, in particular, is Exhibit 1HC an**  
15    **account and activity statement for Mr. Mershon's**  
16    **electric utility account, No. 3035117192 with the**  
17    **company?**

18            A     It is. The only thing that is different  
19    here is on this particular copy that it has the date  
20    that this was printed out and it's Ameren Missouri  
21    Exhibit 1HC.

22            **Q     So, other than those markings, that**  
23    **would be a true and accurate copy of the report as**  
24    **it appears in the company's records as of the date**  
25    **the last data point is entered?**

1           A     Yes, it is.

2           MS. GIBONEY: Judge, we would ask that  
3     Exhibit 1HC be admitted into evidence.

4           JUDGE JORDAN: I'm hearing no objection, so  
5     I'll grant that motion and Ameren's Exhibit 1HC is  
6     admitted into the record.

7           (Ameren Missouri Exhibit 1HC received.)

8           (Ameren Missouri 2HC marked.)

9           **Q     (By Ms. Giboney) Ms. Hart, next I'll ask**  
10    **you to look at Exhibit 2HC. Can you identify what**  
11    **Exhibit 2HC is?**

12          A     This is a copy of the bills that  
13    Mr. Mershon would have received.

14          **Q     From what period? Beginning what date**  
15    **and ending what date?**

16          A     The first one here would be from service  
17    from 12/20 to 1/23 of '13.

18          **Q     And then the last bill in that**  
19    **accumulation of bills, what period does that cover?**

20          A     It would be from -- service from  
21    January 23rd to February 23rd of '14.

22          **Q     Are these true and accurate copies of**  
23    **the bills that were sent to Mr. Mershon for that**  
24    **period, from 2013 through February of 2014?**

25          A     Yes, they are.

1 MS. GIBONEY: Judge, we move for admission  
2 of Ameren Missouri Exhibit 2HC into the record.

3 JUDGE JORDAN: I'm not hearing an  
4 objection, so Ameren Missouri's Exhibit 2HC will be  
5 entered into the record.

6 (Ameren Missouri Exhibit 2HC admitted.)

7 **Q (By Ms. Giboney) Ms. Hart, does the**  
8 **company sometimes disconnect customers for**  
9 **non-payment of delinquent account balances?**

10 A Yes, we do.

11 **Q Does the company have procedures for**  
12 **providing advanced notice to customers who have a**  
13 **delinquent account balance?**

14 A We do have a procedure and it is our  
15 matrix that we follow.

16 **Q In general, how do you first alert a**  
17 **customer to the fact that there's a prior unpaid**  
18 **balance? Where will that appear?**

19 A That would be on their bill.

20 **Q And is there a follow-up notice that's**  
21 **provided to a customer that they have a delinquent**  
22 **account balance?**

23 A Yes, they'll actually get two notices.  
24 They'll get the yellow first with the amount due in  
25 order to pay in order to avoid disconnection. Then

1 they will receive, just a few days later, a pink  
2 notice with the same information.

3 **Q Why does the company use this particular**  
4 **procedure of providing two notices prior to**  
5 **disconnection?**

6 A Really it's just to ensure that the  
7 customer has received those and is to give them time  
8 enough to pay from the time the first one to the  
9 last is just an extra amount of days notice, just to  
10 let them know it's coming.

11 **Q Does this procedure comply with the**  
12 **compliance and disconnection service rules of**  
13 **Chapter 13 of the Commission's rules?**

14 A Yes, it does.

15 **Q Does the company keep electronic notices**  
16 **or paper copies of the notices sent to the customer?**

17 A We do not.

18 **Q Is the company required to keep copies**  
19 **of notices or simply the date -- excuse me, the**  
20 **record of the date of the mailing or delivery of the**  
21 **notices?**

22 A Just a record of the mailing and  
23 delivery of the notices, yes.

24 **Q Does the company have some type of**  
25 **internal record that keeps track of when disconnect**

1     **notices have been sent?**

2             A     We do. And that is called our  
3     Collection Activity Detail.

4             (Ameren Missouri Exhibit 3HC marked.)

5             **Q     Okay. Let me hand you what's been**  
6     **marked Ameren Exhibit 3HC. And what is that?**

7             A     This is the Collection Activity Detail  
8     report and it holds all the information from our  
9     collections.

10            **Q     Is that actually the report for**  
11    **Mr. Mershon's account that we identified earlier?**

12            A     Yes, it is.

13            **Q     So that report will show the dates that**  
14    **disconnection notices have been sent, is that**  
15    **correct?**

16            A     That is correct.

17            **Q     Can you tell me how this report is**  
18    **compiled?**

19            A     This is also automated. Any collections  
20    that occur on a particular account will be noted  
21    here. It will show any time an account is removed  
22    from collections or dates for the first notice, the  
23    dates for the second notice, any outbound calling,  
24    any kind of that kind of collection activity will be  
25    shown on this report.

1           **Q     What does the company use these reports**  
2     **for?**

3           A     We're -- actually, our customer care  
4     advisers will use this to look at to see if a  
5     customer calls in and maybe they've already just  
6     received a yellow disconnect notice, it will then  
7     give them an idea of when the next notice -- if that  
8     notice has gone out, maybe the yellow disconnect  
9     notice has gone out, it will tell them the date, so  
10    it's really just collection activity, whatever the  
11    collection is on the account.

12           **Q     And a company representative can use**  
13    **that to assist a customer when they call?**

14           A     That's correct.

15           **Q     And is this what I would call a realtime**  
16    **report? In other words, does it have up-to-the-day**  
17    **information that a representative can use when**  
18    **assisting a customer?**

19           A     It does.

20           **Q     Is Exhibit 3HC a true and accurate copy**  
21    **of the collection activity report as it appears in**  
22    **the company's computer system as of the date of the**  
23    **last entry?**

24           A     Yes.

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

1 of Ameren Missouri Exhibit 3HC into evidence.

2 JUDGE JORDAN: Not hearing any objection, I  
3 will grant that motion and Ameren Missouri Exhibit  
4 3HC is introduced into the record.

5 (Ameren Missouri Exhibit 3HC received.)

6 (Ameren Missouri Exhibit 4HC marked.)

7 Q (By Ms. Giboney) Now, Ms. Hart, I'd ask  
8 you to look at Ameren Exhibit -- excuse me, Ameren  
9 Missouri Exhibit 4. Can you identify what is  
10 Exhibit 4 is for The Court?

11 A This is a sample copy of a disconnect  
12 notice.

13 Q Okay. And is there a second page?

14 A Yes, there is.

15 Q Okay. Is that a different type of  
16 notice?

17 A Yes.

18 Q What's the difference between the first  
19 and second?

20 A The first is the first notice that we  
21 sent out -- send out.

22 Q Is that what you referred to earlier as  
23 the yellow notice?

24 A Yes, it would be yellow in color and the  
25 second one, it states final notice, and that one,

1 actually, would be pink. That is the last one.

2 Q And you said these are samples. Are  
3 these the forms that are used by the company in the  
4 ordinary course of its business?

5 A It is.

6 Q Now, 4HC does not include any customer  
7 names, is that correct?

8 A That's correct. This is a sample.

9 Q Where would the customer's name appear  
10 on an actual disconnect notice?

11 A It would be right up on the face up  
12 toward the top. The top of the page.

13 Q Other than a customer's name, you will  
14 admit this is a true and accurate copy of the form  
15 the company uses?

16 A Yes, it is.

17 MS. GIBONEY: I move for admission of  
18 Ameren Missouri Exhibit 4, Judge.

19 JUDGE JORDAN: I'm not hearing any  
20 objections, so Ameren Missouri Exhibit No. 4 will  
21 be entered into the record.

22 (Ameren Missouri Exhibit 4HC received.)

23 MS. GIBONEY: Judge, I'd ask for permission  
24 from Ms. Hart to keep these exhibits with her  
25 throughout the remainder of her testimony so she

1       can refer to them from time to time.

2                   JUDGE JORDAN:   She may.

3           **Q       (By Ms. Giboney) Ms. Hart, generally what**  
4 **happens when a customer contacts the company?**

5           A       Whenever we receive the call into our  
6 contact center, the customer care advisor will first  
7 ask the name of the customer or they'll ask for an  
8 account number. We verify certain information so  
9 that we can speak to that customer about information  
10 on that account.

11           **Q       Okay. During normal business hours,**  
12 **does the company make personnel available who are**  
13 **knowledgeable about and have access to the**  
14 **customers' bills and accounts to answer customer**  
15 **inquiries?**

16           A       Yes, we do.

17           **Q       Are those personnel also available to**  
18 **respond to service requests?**

19           A       Yes.

20           **Q       Are the personnel also available to**  
21 **receive or research or try to resolve customer**  
22 **complaints?**

23           A       Yes, they would, and answer the  
24 questions, yes.

25           **Q       How would a customer get in contact with**

1     **the customer service personnel? Can they call or**  
2     **should they call a person -- what are the methods**  
3     **they can contact?**

4           A     The methods of contact would be over the  
5     phone. Of course, that's one of the main ways that  
6     we're able to be contacted. We do have electronic,  
7     on our web, we have certain information on there, so  
8     there's certain things within our contact center  
9     that you can do through the web but the main one  
10    would be to call. We do not have walk-in offices.

11           Q     **Is the call-in number provided on the**  
12    **disconnect notices and on the customer bills that**  
13    **we've looked at?**

14           A     Yes, it is.

15           Q     **During the company's normal business**  
16    **hours, are there also company personnel available**  
17    **who are authorized to enter into written agreements**  
18    **on behalf of the company?**

19           A     Yes.

20           Q     **Are there company personnel available at**  
21    **all times to talk to customers regarding any**  
22    **emergency conditions that might exist within the**  
23    **company's service area?**

24           A     Yes. 24 hours, seven days a week.

25           Q     **Are there persons with whom a customer**

1     can speak about a billing problem or a service  
2     problem? Are those all persons within the company's  
3     customer service department?

4             A     Yes.

5             Q     And why do you direct customers to talk  
6     to someone within the customer service department  
7     and not, for example, company administration?

8             A     Because those people within the contact  
9     center are there -- they go through training and  
10    they're experts in that type of training so they  
11    would be the people to actually handle any  
12    questions. They're trained for that particular job.

13            Q     What about billing or deposits or things  
14    like that?

15            A     Yes.

16            Q     Let me ask you about the quality of  
17    electric service. Through your review of the  
18    company records, has Mr. Mershon ever made any  
19    complaints to the company about the quality of  
20    residential electric utility service that Ameren  
21    Missouri has provided to him?

22            A     No, he has not.

23            Q     Let me ask you about payments. Through  
24    your review of the company records has the company  
25    ever refused to accept a payment from Mr. Mershon?

1           A     No, we have not.

2           Q     Let me ask you a slightly different  
3     question. In your experience, have you taken calls  
4     from customers who are facing disconnection?

5           A     Yes.

6           Q     Sometimes, do those customers offer to  
7     pay less than the amount required to avoid a  
8     disconnection?

9           A     They do.

10          Q     And in that event what would you or  
11     another supervisor or representative tell them?

12          A     We would advise them if they were up for  
13     disconnection from a payment, we would advise them  
14     of a minimum amount that is necessary and we would  
15     let them know that if they are offering an amount  
16     less than that amount to keep their service on, we  
17     would offer them, of course, energy assistance  
18     numbers, but we would also tell them the difference  
19     in the amount to pay to avoid disconnection.

20          Q     In other words, they could pay a lesser  
21     amount but they may still be subject to  
22     disconnection if they don't pay the minimum amount?

23          A     That's true.

24          Q     Does the company ever refuse to accept a  
25     payment?

1           A     No.

2           Q     Let me ask you about the rate charged.

3   Are you familiar with the company's rate structures?

4           A     I am.

5           Q     Does the company have a single rate it  
6   charges to all residential electric customers?

7           A     We do.

8           Q     And what is that rate?

9           A     Well, off the top of my head, I can't --

10          Q     If you look at the customer bill, could  
11   you tell me how that rate is described?

12          A     Along the top part of the bill, it  
13   states a 1M, which is a residential rate.

14          Q     Does the company have any reduced or  
15   special rate that it is able to charge  
16   underprivileged groups, such as the elderly, low  
17   income, or disabled for that same residential  
18   service?

19          A     No, we consistently charge the same  
20   rate.

21          Q     Same residential rate for all  
22   residential customers?

23          A     That's correct.

24          Q     And we've looked at Exhibit 2HC. Does  
25   that show that the company is charging Mr. Mershon

1     the rate 1M?

2             A     Yes, it does.

3             Q     Do you believe that's the correct rate  
4     that he should be charged?

5             A     I do.

6             Q     Do you have an understanding of whether  
7     he's receiving residential service?

8             A     He is receiving residential service.

9             Q     I'd like to talk to you about the  
10    allegation that the company is overcharging  
11    Mr. Mershon \$608.12. Have you read the complaint  
12    and the subsequent petition that Mr. Mershon filed?

13            A     I have.

14            Q     So you're aware that he has alleged that  
15    although he complied with the terms of the cold  
16    weather rule payment agreement that the company  
17    overcharged him \$608.12?

18            A     Yes.

19            Q     Do you believe that that claim is  
20    correct?

21            A     No, I do not.

22            Q     Could you explain, in general terms, how  
23    it was that Mr. Mershon received a bill in May of  
24    2013 that amounted to \$608.12?

25            A     He received a bill for that amount. It

1 was due to not paying his bill in full for several  
2 months prior to that May date. He was also on  
3 budget billing and because he had paid -- because he  
4 had carried over a past due amount, he was actually  
5 dropped from budget billing after 90 days. That's  
6 the way that our system is set up. If you carry a  
7 balance over 90 days, then it's going to be taken  
8 off.

9 JUDGE JORDAN: Hello? Has someone joined  
10 us on the phone? I'm sorry to interrupt. I'm  
11 going to check with our phone line and make sure  
12 that we still have the connection in case somebody  
13 wants to call in. Hello? Is there anyone on this  
14 line? I'm still hearing white noise over the  
15 phone, so is there anyone on this line? Hello?  
16 Not hearing anyone. Okay. It seems to me this  
17 phone is reading that it is still connected to the  
18 number set forth in the Commission's order dated  
19 January 16th. So we will continue. Sorry for  
20 the interruption, Counsel.

21 Q (By Ms. Giboney) Ms. Hart, I was asking  
22 you about the billing to Mr. Mershon and you  
23 mentioned that he was removed from budget billing.  
24 What was the result of being removed from budget  
25 billing?

1           A     Whenever he was removed from budget  
2     billing there was an amount that he still owed that  
3     we had not billed him for. So whenever he came --  
4     whenever we stopped his budget billing, that  
5     difference was actually added to his May bill. So  
6     the budget billing came due and that with the prior  
7     balances that he had owed for the months previous  
8     also came due and it amounted to the 608.12.

9           Q     Ms. Hart, if we review the bills that  
10    have been admitted into evidence as Exhibit 2HC, and  
11    if we review the bills from January through May,  
12    would we be able to track and come up with that  
13    608-dollar -- or \$608.12 balance?

14          A     Yes, we would.

15          Q     And you may have mentioned this and I  
16    apologize. What was the result when he was -- did  
17    you talk about his cold weather rule payment  
18    agreement? Did I ask you that?

19          A     I don't remember. I'm sorry.

20          Q     Was Mr. Mershon on a cold weather rule  
21    payment agreement in January of 2013?

22          A     He was on a payment agreement.

23          Q     And did he keep the terms of that  
24    agreement and make the required payments?

25          A     He did not.

1           Q     As a result, was that a breach of the  
2     payment agreement?

3           A     Yes, it was.

4           Q     Did that cause the entire amount of the  
5     payment agreement to be placed on his bill at one  
6     time in May?

7           A     It did.

8           Q     So that's a component of the \$608.12?

9           A     Yes.

10          Q     So, in sum, Mr. Mershon was not  
11     overbilled \$608.12?

12          A     No, he was not.

13          Q     And did Mr. Mershon continue to receive  
14     electric service for each of those months that we've  
15     described, January through May?

16          A     Yes, he did.

17          Q     Let me ask you to look at Exhibit 2HC,  
18     the bills. Does each one of these bills reflect the  
19     beginning and ending meter readings of the billing  
20     period and the dates of those readings?

21          A     Yes, it does.

22          Q     And where is that reflected?

23          A     Up in the top left-hand corner is the  
24     present reading. Right next to it is the previous  
25     reading. And right next to that tells the amount of

1 the usage for that particular time period.

2 Q And does the bill describe or say the  
3 date that the meter was actually read?

4 A Yes, it does.

5 Q Does the bill state that the date that  
6 the bill is considered due?

7 A Yes, it has a due date on there.

8 Q Right. Does the bill state the date  
9 when that amount will be delinquent?

10 A Yes.

11 Q Does it state a previous -- a previous  
12 balance due, if there is one?

13 A Yes, it will.

14 Q Does the bill state separately amounts  
15 that might be due for other authorized charges like  
16 a fuel adjustment charge?

17 A Yes, those are line items on the bill as  
18 well.

19 Q Does the bill state separately any  
20 municipal taxes that are due?

21 A Yes, it does.

22 Q Does the bill reflect a total amount  
23 then due?

24 A Yes, it does.

25 Q When a cold weather rule payment

1     agreement is in effect, does the bill also state the  
2     dollar amount that will be due and over how many  
3     months that amount will be due?

4             A     Yes, that is on the bill as well.

5             Q     Does the bill reflect a telephone number  
6     that a customer can call without incurring any toll  
7     charges and an address that he could use to initiate  
8     an inquiry or a complaint?

9             A     Yes.

10            Q     And where is that toll free number  
11    located?

12            A     I believe that's on the back.

13            Q     Is that the second page of the bills?

14            A     Of the top left-hand corner.

15            Q     Did Mr. Mershon also receive his bill in  
16    a different format?

17            A     He actually received a large print bill  
18    at his request.

19            Q     I'll ask you to look at Exhibit 4.  
20    Those are the disconnect notices. And, again, I  
21    think you mentioned the name and address of the  
22    customer would be provided in the upper left-hand  
23    corner, is that correct?

24            A     Actually, it would be up -- let's see.  
25    Yes, it would up in the upper left-hand corner.

1           Q     Do the disconnect notices also state the  
2     reason for a proposed discontinuance?

3           A     Yes, it has for the reasons marked below  
4     it will be past due balance or deposit due or  
5     something like that, yes.

6           Q     Does it also give a date on or after  
7     which service will be discontinued?

8           A     It does.

9           Q     Does it explain to the customer how they  
10    can avoid the disconnect?

11          A     Yes. It gives the amount for them to  
12    pay and by what date.

13          Q     Does it also give them different options  
14    for how they can make that payment?

15          A     Yes, it does.

16          Q     Does it advise the customer that there  
17    may be a possibility of a payment agreement if a  
18    customer can't pay in full?

19          A     It does.

20          Q     And does it contain a telephone number  
21    that the customer can call and the address of the  
22    utility where the customer can make an inquiry about  
23    this notice?

24          A     Yes, it's all on the notice.

25          Q     Does the company send these notices via

1     **first class mail?**

2             A     Yes, we do.

3             Q     Back to Mr. Mershon's complaint, are you  
4     **aware that Mr. Mershon filed this complaint on**  
5     **June 13th of 2013?**

6             A     Yes, I am.

7             Q     What action should the company have  
8     **immediately taken with regard to his account in**  
9     **response to that complaint?**

10            A     We should have immediately suspended the  
11     charges and that would have kept him from getting  
12     any disconnection notices. Unfortunately, that did  
13     not happen. And as soon as we learned that we had  
14     an error, not suspended with charges of 608.12, we  
15     immediately did that and we voided the disconnect  
16     notice that was sent to him.

17            Q     And are you referring to notices that  
18     **had been mailed to him on August 22nd and**  
19     **August 27th of 2013?**

20            A     Yes, I am.

21            Q     And, if you know, did those state that  
22     **if he failed to pay 666.93, then his service might**  
23     **be discontinued?**

24            A     Yes, it would have -- the yellow  
25     disconnect notice would have been for 666.93.

1           Q     Now, that's more than the 608.12 that  
2     you just mentioned. So was there an additional  
3     amount that was delinquent that was not part of the  
4     608.12 dispute?

5           A     That is correct. There was actually an  
6     additional 58.81 that was -- it was an additional  
7     amount that he owed other than the suspended charge.

8           Q     That was also delinquent?

9           A     Yes, it was.

10          Q     Okay. And, as we noted, those  
11     disconnect notices went out for an error as to the  
12     amount but there was an actual delinquent balance at  
13     that time?

14          A     That's correct.

15          Q     If you can tell me in general terms how  
16     did the \$58.81 delinquent balance accrued.

17          A     It would have been by not paying the  
18     balance and the bill in full and it would have been  
19     an amount carried forward.

20          Q     And would that have been the amount that  
21     would have been due after the date of his complaint,  
22     so from June or July or August?

23          A     That's correct.

24          Q     And if we took a look at June, July, and  
25     August bills, which would reflect the amounts he was

1     **charged for service, as well as the amounts paid,**  
2     **could we arrive at that 58.81 amount?**

3             A     Yes, we could.

4             Q     **Did Mr. Mershon's pattern of not paying**  
5     **the current amounts billed continue through the fall**  
6     **and winter of 2013?**

7             A     Yes, they did.

8             Q     **Is the \$608.12 amount in dispute still**  
9     **suspended from collections as a result of this**  
10    **complaint?**

11            A     It is.

12            Q     **As of the end of January, did**  
13    **Mr. Mershon have the delinquent account balance?**

14            A     January of '13?

15            Q     **I'm sorry, January of 2014. And were**  
16    **disconnect notices sent to him at the end of**  
17    **January, 2014?**

18            A     He did have a balance, a past due  
19    balance, and we sent a yellow disconnect notice on  
20    January the 24th of '14 and a pink disconnect  
21    notice on January the 29th of '14 for 162.76.

22            Q     **Did that 162.76 include any amount that**  
23    **is in dispute in this complaint?**

24            A     No, it did not.

25            Q     **\$608.12 balance that's in dispute still**

1       remains suspended from collection?

2             A       That's correct.

3             Q       Were the notices that were sent on the  
4       two January dates you just mentioned, were those in  
5       the same form as the notices that have been admitted  
6       into evidence as Exhibit 4?

7             A       Yes, they were.

8             Q       From your review of the records, after  
9       this complaint was filed on June 13th of 2013, did  
10      Mr. Mershon ever write or call the company and  
11      notify the company that he was disputing a  
12      particular charge that was billed to him after  
13      June 13th?

14            A       No.

15            Q       He has -- he has objected in general to  
16      being sent notices, is that correct?

17            A       That is correct.

18            Q       But he has not ever advised the company  
19      that he disputed a particular amount charged for him  
20      for service after June 13th?

21            A       That's correct.

22            Q       If a customer does dispute a charge,  
23      does that mean that he does not have to pay any  
24      amount of his bill?

25            A       No, it does not.

1           Q     Is he required to pay a part of the  
2     charge?

3           A     He would be required to pay anything  
4     that is not suspended.

5           Q     And it's not in dispute, is that  
6     correct?

7           A     That is correct.

8           Q     Is the customer required to work  
9     together with the company to determine an amount  
10    that is in dispute?

11          A     Yes.

12          Q     Is there any customer contact  
13    information that would indicate to you that  
14    Mr. Mershon has called to try to work out what  
15    amount the dispute might be?

16          A     No.

17          Q     Back to the January, 2014 disconnect  
18    notices, did the company also provide an additional  
19    notice to Mr. Mershon at least 24 hours before the  
20    proposed discontinuance?

21          A     Yes, we actually made an outbound call  
22    to him on February the 7th, '14.

23          Q     Was Mr. Mershon's -- well, let me back  
24    up. Has -- did Mr. Mershon pay the \$162.76  
25    delinquent amount by the disconnection date?

1           A     Let me look at the account. He paid  
2     \$100 on February the 11th.

3           **Q     So was that sufficient amount to void**  
4     **the disconnection notice?**

5           A     It was not. However, because that left  
6     the 162.76 minus the \$100 payment he made on the  
7     11th, only left 62.76, and that was removed from  
8     collection -- from our collection timeline, so he  
9     actually was not disconnected.

10          **Q     To your knowledge, is Mr. Mershon**  
11     **receiving electric utility service today?**

12          A     Yes, he is.

13          MS. GIBONEY: Judge, I have no further  
14     questions for this witness.

15          JUDGE JORDAN: Thank you. Does Staff have  
16     any questions for this witness to clarify its  
17     position?

18          MR. KEEVIL: No, Judge.

19          JUDGE JORDAN: Thank you. I just have one  
20     or two questions just to make sure I understand the  
21     status of the account today. You are discussing  
22     the outbound call made on 2/7/14?

23          THE WITNESS: Yes.

24          JUDGE JORDAN: And that's the call that's  
25     reflected on Ameren Exhibit No. 3HC, is that

1 correct?

2 THE WITNESS: That's correct.

3 JUDGE JORDAN: And just above that I see  
4 what appears to be a more recent entry dated  
5 2/10/14. Under the heading of activity, will you  
6 read the entry that this represents?

7 THE WITNESS: On 2/10/14 the activity was  
8 we removed from collections. Prior balance  
9 threshold meaning -- meaning that when he paid the  
10 \$100 it was below the threshold that we would  
11 actually send to the field to disconnect, so we  
12 pulled it from the disconnection list.

13 JUDGE JORDAN: And does this tell the  
14 Commission that Mr. Mershon is not currently, as of  
15 this date -- what does it tell the Commission as to  
16 Mr. Mershon's account on this date with regard to  
17 disconnection?

18 THE WITNESS: Oh, in regards to the  
19 February 10th date, it says that as of that date  
20 he was not in threat of disconnection because we  
21 had pulled it.

22 JUDGE JORDAN: Okay. That's all the  
23 questions that I have.

24 MR. KEEVIL: Judge, can I ask one kind of  
25 related --

1 JUDGE JORDAN: You may.

2 EXAMINATION

3 BY MR. KEEVIL:

4 Q Ms. Hart, the Exhibit 3 that you were  
5 just referring to from the judge, with the judge,  
6 says that, if I'm reading this right, says the  
7 account was removed from collection on 2/10/14. But  
8 you stated earlier, I believe, that the payment of  
9 100 was received on 2/11/14. So why was -- if the  
10 payment wasn't received until the 11th, why was he  
11 removed from collection the day before that?

12 A Let me look at that. Right. It was  
13 logged on the 11th. If it -- because these go to  
14 batch. Let me think about this for a second.  
15 Trying to think how those come in.

16 MS. GIBONEY: I think I can ask a  
17 clarifying question.

18 JUDGE JORDAN: Please do.

19 EXAMINATION

20 BY MS. GIBONEY:

21 Q Is there a difference between when a  
22 payment, we'll say, is acknowledged for purpose of  
23 suspending a disconnection and when it is logged in  
24 as a payment that's been verified?

25 A Yes.

1           Q     So as soon as you receive it you're  
2 going to go ahead and void the disconnection notice  
3 but it may not be processed as a payment until  
4 another day until you verified the funds are good or  
5 something like that.

6           A     Right. It actually has to go through  
7 batches and batches at midnight, so I was trying to  
8 figure out -- so that is correct. So as soon as it  
9 comes into our system and we acknowledge that  
10 payment within five minutes, so it would have sent  
11 that to pull it, but it may not show up into the  
12 account until the next day because it went through  
13 batch at midnight that night.

14           MR. KEEVIL: Thank you. That's all I have.

15           JUDGE JORDAN: Just want to clarify for my  
16 understanding, so what you're telling me is that  
17 when Ameren receives a payment, its priority is to  
18 apply that for purposes of certain spontaneity even  
19 before it records that on its own books?

20           THE WITNESS: That's correct.

21           JUDGE JORDAN: Those are all the questions  
22 that I have. Did counsel for Ameren have anything  
23 further to clarify for this witness?

24           MS. GIBONEY: No, Judge. I think that  
25 clarified it.

1 JUDGE JORDAN: Okay. Anything else from  
2 Ameren?

3 MS. GIBONEY: No, Judge, that's all.

4 JUDGE JORDAN: All right. I see that we  
5 have scheduled a close for briefing in the order  
6 dated January 16th of 2014. I'd like to file  
7 post hearings briefs March 13th. The Commission  
8 wants a brief from Ameren so the Commission will  
9 order Ameren to file a brief.

10 MS. GIBONEY: Yes, Judge.

11 JUDGE JORDAN: Staff may file a brief but  
12 is not required to.

13 MR. KEEVIL: Thank you.

14 JUDGE JORDAN: Is there anything else that  
15 the parties would like to do before we go off the  
16 record? Since we're filing written arguments, I  
17 will not require a closing statement or summation.

18 MS. GIBONEY: Thank you, Judge. Nothing  
19 further from the company.

20 JUDGE JORDAN: Anything from Staff?

21 MR. KEEVIL: No, Your Honor.

22 JUDGE JORDAN: Very good. My reading of  
23 the time is 11:23. Mr. Mershon has still not  
24 appeared in person or by telephone, so we will  
25 adjourn this hearing and we will go off the record.

1 (Ending time of the hearing: 11:23 a.m.)

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1 I N D E X

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3 CAROL GAY FRED

4 Mr. Keevil 132

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6 CATHY HART

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10

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13 EXHIBIT PAGE

14 Marked Rec'd

15 HC Staff Exhibit A 133 134

16 Ameren Missouri Exhibit 1HC 138 140

17 Ameren Missouri Exhibit 2HC 140 141

18 Ameren Missouri Exhibit 3HC 143 145

19 Ameren Missouri Exhibit 4HC 145 146

20 (The original exhibits were retained by the court

21 reporter to be copied and attached to copies of the

22 transcript.)

23

24

25

1 STATE OF MISSOURI)

) SS

2 CITY OF ST. LOUIS)

3 I, Rebecca Brewer, Registered Professional  
4 Reporter, Certified Real-time Reporter, and  
5 Notary Public in and for the State of Missouri  
6 do hereby certify that the witness whose  
7 testimony appears in the foregoing hearing was  
8 taken by me to the best of my ability and  
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11 related to, nor employed by any of the parties  
12 to the action in which this hearing was taken,  
13 and further that I am not relative or employee  
14 of any attorney or counsel employed by the  
15 parties thereto, nor financially or otherwise  
16 interested in the outcome of the action.

17 \_\_\_\_\_ RPR, MO-CCR,  
18 Notary Public within and for the State of Missouri

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