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BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

EVIDENTIARY HEARING

DRANEL J. CLARK and AQUILLA)	
CANADA,)	
)	
Complainants,)	
)	
-vs-)	File No.
)	EC-2024-0111
UNION ELECTRIC COMPANY)	
d/b/a AMEREN MISSOURI,)	
)	
Respondent.)	

TUESDAY, MAY 21, 2024
9:00 a.m.

Jefferson City, MO 65101
via WebEx

VOLUME 3

RILEY FEWELL, PRESIDING
REGULATORY LAW JUDGE

KAYLA HAHN, CHAIR,
MAIDA J. COLEMAN,
JASON R. HOLSMAN,
JOHN MITCHELL,
GLEN KOLKMEYER,
COMMISSIONERS

Reported by:

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1 IT IS HEREBY STIPULATED AND AGREED by and
2 between counsel for all parties that this hearing may
3 be taken in shorthand by Jill A. Bleskey, Registered
4 Professional Reporter, a Certified Shorthand
5 Reporter, and Certified Court Reporter, and
6 afterwards transcribed into typewriting.

7 * * * * *

8 (Starting time of the hearing: 9:02 a.m.)

9 * * * * *

10 JUDGE FEWELL: Hello and good morning.
11 Today is May 21st, 2024 and the current time is
12 9:02 a.m. The Commission has set aside -- set this
13 time for an evidentiary hearing in the case captioned
14 as Dranel Clark and Aquilla Canada, Complainants,
15 versus Union Electric Company doing business as
16 Ameren Missouri, Respondent, and that is Case Number
17 EC-2024-0111.

18 As I said, my name is Riley Fewell and I'm
19 the regulatory law judge presiding over this hearing.
20 We also have Commissioner -- Chair Kayla Hahn,
21 Commissioners Holsman -- Jason Holsman and
22 Commissioner John Mitchell online as well appearing
23 by WebEx.

24 Will counsel for the parties enter their
25 appearance for the record. On behalf of Ameren

1 Missouri.

2 MS. HERNANDEZ: Good morning. This is
3 Jennifer Hernandez appearing on behalf of Ameren
4 Missouri. Our address is 1901 Choteau Avenue, St.
5 Louis, Missouri, 63103.

6 JUDGE FEWELL: Thank you. The Commission
7 Staff.

8 MR. PRINGLE: Yes. Thank you, Judge.
9 This is Travis Pringle appearing on behalf of the
10 Staff. Contact information is 200 Madison Street,
11 P.O. Box 360, Jefferson City, Missouri, 65102.

12 JUDGE FEWELL: Okay. And the Office of
13 Public Counsel. Don't think they would be here
14 today. And Dranel Clark and Aquilla Canada, are you
15 both there?

16 MS. CANADA: Yes, we are.

17 JUDGE FEWELL: And you do not have
18 counsel?

19 MS. CANADA: No, sir. We are -- we are
20 representing ourselves.

21 JUDGE FEWELL: Okay. Thank you.

22 MS. CANADA: Pro se.

23 JUDGE FEWELL: And I would ask that the
24 parties mute yourselves when not speaking and silence
25 or turn off your cell phones to minimize

1 distractions. That's perfectly fine that the
2 complainants Mr. Clark and Ms. Canada are
3 representing themselves. I can assist you when and
4 where I can. There may be some questions that I can
5 try to explain or rephrase for you but I cannot help
6 you to present your case.

7 Each party can start off making an opening
8 statement. It's an opportunity for you to give a
9 summary to the commissioners and me of what you
10 expect the hearing evidence to be and why that
11 evidence will support your complaint. That does not
12 mean you will present your evidence there, that will
13 be later, but you can explain where you're coming
14 from with your complaint. To elaborate, that's not
15 sworn testimony or considered under oath and so
16 you're not subject to cross-examination where the
17 other parties can question you about what you've
18 stated. The Commission is also not making its
19 decision only from what's stated during the opening
20 statements. You'll present your case shortly
21 thereafter and can present your evidence at that
22 time.

23 As the complainants you have the burden of
24 proof and so you will present your evidence first.
25 You may call witnesses to testify, including

1 yourself, offer documents and other items to be
2 admitted into evidence. Counsel for the other
3 parties may object to the admission of your documents
4 or your witness's testimony and if that occurs you
5 will be given the opportunity to respond to those
6 objections. I will then make a ruling on whether the
7 witness testimony or document will be admitted into
8 the evidence. After you have finished questioning
9 your witnesses the other parties will be allowed to
10 cross-examine them. The order that I was sent is
11 that you will go first then Staff will cross-examine
12 your witnesses then Ameren. When Ameren begins,
13 Staff will cross-examine its witness and then you
14 will and lastly Staff's witness will be
15 cross-examined by Ameren and then you.

16 In addition to questioning by the parties
17 the commissioners and I are allowed to ask questions
18 of all witnesses as well. Once you have presented
19 your evidence the other parties will be given the
20 opportunity to present their own. They also may call
21 witnesses to testify, offer evidence and make their
22 witnesses available for cross-examination. Please
23 try to refrain from interrupting or speaking over
24 others who are asking questions or responding to a
25 question, including your own questions or witnesses,

1 unless you are making an objection.

2 During questioning of a witness you must
3 ask a question and not make statements. It may seem
4 simple, at times it can be a little difficult. So
5 just make sure that you're asking questions and not
6 testifying when you are questioning witnesses. And
7 to that, I won't have you guys question each other,
8 it'll be more of a narrative so you will just kind of
9 speak on what issues occurred. I won't have you guys
10 question each other.

11 Do we have any preliminary matters to
12 address? I know I talked about the exhibit list. I
13 know Mr. Pringle shared one that seemed to cover
14 everyone's. It had at least bullet points for the
15 complainants. I know they had a more exhaustive list
16 I think they intended to maybe enter. Is that
17 accurate, what was filed by Mr. Pringle?

18 MS. CANADA: Yes, it is.

19 JUDGE FEWELL: Ms. Hernandez, is that
20 accurate what was filed in the position statement
21 earlier this month?

22 MS. HERNANDEZ: On behalf of Ameren, yes.
23 I do have a question about whether we'll be able to
24 see the Complainants' exhibits.

25 MS. CANADA: We are -- we are trying to

1 make sure that you all are able to see the
2 information.

3 MR. CLARK: -- we already submitted to
4 them.

5 MS. CANADA: But the information that
6 we're trying to use for exhibits we have submitted to
7 Kayla again just a moment ago. We were trying to
8 make sure that that did go through.

9 MR. CLARK: You might say -- it's too --

10 MS. CANADA: Yeah. There is so much
11 information that we're just trying to make sure that
12 everything did go through this time. But we do plan
13 to be sharing.

14 JUDGE FEWELL: Okay. And I believe, yeah,
15 that my paralegal Kayla has them. So Kayla, would
16 you be able to share those with the others? I can
17 get you their emails or it should be on EFIS.

18 MS. KLIETHERMES: I have not yet received
19 them.

20 MR. CLARK: It is saying it downloaded
21 trying -- there's so many of them.

22 MS. CANADA: Yeah. On our end, Kayla --
23 or sorry. On our end it's saying that it's still
24 downloading the information that we sent.

25 MR. CLARK: But it's been sent.

1 JUDGE FEWELL: And because these are late
2 filed I can give time to object to those later, Ms.
3 Hernandez, if that's acceptable.

4 MS. HERNANDEZ: I mean, I suppose we can
5 play it by ear. But I'd like to be able to see what
6 they're presenting before we go through -- or they
7 present a lot of evidence on a document that may lack
8 foundation or be hearsay.

9 JUDGE FEWELL: And I know some of them are
10 similar but -- in the position statement that was
11 sent but it seemed like some of the exhibits may be
12 similar between the parties, so.

13 MS. CANADA: Yes. And we were just -- we
14 were just wondering about that, the information that
15 we had already sent in, if that was available.

16 JUDGE FEWELL: We received some emails and
17 a bill that were filed in April.

18 MR. CLARK: No. We submitted --

19 MS. CANADA: That was April -- that was
20 April. 'Cause everything was due by the 22nd. We
21 got everything in but --

22 MR. CLARK: -- that bill. There's
23 multiple bills.

24 MS. CANADA: Yeah. There was several.
25 And that's been the biggest issue is turning

1 everything into you all. That's been the big issue.

2 MR. CLARK: Most of the bills. It's bills
3 from the very first time we ever opened up our
4 account.

5 MS. CANADA: We do have several that we
6 have to share with you right now on the screen.

7 MR. CLARK: And if that's the case we
8 should have got word that y'all ain't received them
9 all. I feel like this all has been tricked out.

10 JUDGE FEWELL: Okay. Well, we can
11 consider those late filed exhibits. And I can again
12 give a deadline for them to be filed in EFIS and then
13 I can give another deadline for objections. And then
14 to Ms. Hernandez's point, we can play that by ear as
15 the hearing proceeds.

16 MS. CANADA: Okay.

17 JUDGE FEWELL: My order of witnesses, I
18 have Ms. Canada to appear first then Mr. Clark then
19 Ms. Krcmar for Ameren Missouri and then Ms. Fontaine
20 for the Staff of the Commission. And I did get an
21 email yesterday from Mr. Pringle that there may be
22 another witness.

23 MS. CANADA: Yeah.

24 JUDGE FEWELL: And that was --

25 MS. CANADA: His name is Tony Olivastro.

1 JUDGE FEWELL: Olivastro, okay. Mr.
2 Olivastro?

3 MS. CANADA: Yes.

4 JUDGE FEWELL: And I would assume he would
5 fall after the two of you. I do want to cover
6 something before we get started. There's
7 confidential information in this case and under
8 Commission Rule 20CSR4240-2.135, customer specific
9 information is generally confidential. But it's
10 going to be pretty difficult to discuss parts of your
11 case without getting into some of these details
12 regarding your bills, shut off notice, and other
13 things.

14 You are the holder of that information,
15 Mr. Clark and Ms. Canada, so I would like to, as much
16 as possible, try to keep phone numbers and addresses
17 out of this. I think we can refer to the addresses
18 in question as the Spruce address and Waldorf
19 address, I think that's how it's already been covered
20 generally. And that would be sufficient. We can
21 also call them the first and second properties but it
22 may be a little more confusing. Do you have any
23 objection to discussing amounts that would billed and
24 information relating to the notices and
25 disconnection?

1 MS. CANADA: No.

2 MR. CLARK: No.

3 JUDGE FEWELL: Okay.

4 MS. CANADA: And it's fine with us if you
5 all would rather us do it the first property and the
6 second, we can state it that way, that's fine.

7 JUDGE FEWELL: I think we'll just stick to
8 the Spruce and Waldorf, it's a little easier I think.

9 MS. CANADA: Okay. That sounds good to
10 me.

11 JUDGE FEWELL: And if we're getting into
12 any information that you believe ought to be handled
13 en camera, please let me know. That goes for any of
14 the parties as to anything that you talk about. I
15 noted that Ameren had filed many things that they
16 deemed confidential so we will need to go likely en
17 camera for going over some of those.

18 Just go over briefly what the scope of
19 Commission complaints are so everybody knows.
20 According to Section 363.90 of the revised statutes
21 of Missouri a complaint involves any alleged
22 violation of any provision of law subject to the
23 Commission's authority, any rule promulgated by the
24 Commission of any utility, tariff or of any order or
25 decision of the Commission.

1 So those are the things over which the
2 Commission would have jurisdiction in this case. And
3 the Commission does not have the authority to grant
4 monetary damages in the amount of actual moneys. I
5 believe that the most that the Commission would be
6 able to do is order a sort of billing credit if that
7 was directly causative and quantitative.

8 We can move forward now with opening
9 statements if the Complainants would like to do so.

10 MS. CANADA: Okay. We appreciate the
11 Commission's time. I do want to begin by saying that
12 very much appreciative. The purpose of us gathering
13 with you all today is just to review the account --
14 the accounts as they -- as they currently stand. Our
15 position is that there have been several bills that
16 have required duplicate payments, duplicate due dates
17 or there would be several months that we have had two
18 different due dates with two different amounts or
19 overlapping cycles within that same cycle.

20 So the first question that we have, if
21 that's the time to go ahead, or if this is just our
22 opening statement, that's what we were trying to make
23 mention of. And also the Cold Weather Rule not being
24 informed to us by the representatives of anytime.
25 And that's the biggest parts that we want to touch

1 base with today. And the amount that was in dispute
2 was the amount that was filed at the time of the
3 formal complaint. But we feel that we've been taken
4 advantage of as disabled people and several times
5 manipulated with this situation. So that's our
6 opening statement.

7 JUDGE FEWELL: Okay. Ameren.

8 MS. HERNANDEZ: Good morning, may it
9 please the Commission. The Commission has four
10 issues before it this morning to decide. Those were
11 listed in the list of issues, witnesses and exhibits
12 and position statements that was filed earlier this
13 month. And the four issues are did Ameren Missouri
14 err in billing Complainants and/or reflecting
15 payments made on the account from September 21st,
16 2021 through October 2023. Did -- the second issue
17 is did Ameren place Complainants on the correct rate
18 plan for billing from September 2021 through
19 October 2023. Third issue is did Ameren violate the
20 Cold Weather Rule in the provision of electric
21 service to Complainants. And the fourth issue is did
22 Ameren fail to inform or allow Complainants to sign
23 up for the medical hardship program. Office --
24 sorry.

25 JUDGE FEWELL: Go ahead.

1 MS. HERNANDEZ: I was just switching pages
2 -- or turning pages so apologize for the short delay
3 but I have a little bit more in the opening. It's
4 Ameren Missouri's position that it has not violated
5 any statutes, rules, or Commission approved tariffs
6 in the provision of electric service to Complainants.
7 Ameren correctly billed the Complainants for usage
8 and correctly credited payments made by the
9 Complainants to their account.

10 From September 1st, 2021 through
11 June 30th, 2023 Complainants resided at the Spruce
12 address. On June 26th, 2023 service at the Waldorf
13 address was started in the name of complainant Dranel
14 Clark. On July 7th, 2023 a final bill for the Spruce
15 address was sent in the amount of \$180.53 due on
16 July 28th, 2023 and then on July 11th, 2023 a payment
17 was received for \$108.82 which left a remaining
18 balance in the amount of 71.71 for the final bill on
19 the Spruce property.

20 That remaining balance of 71.71 was
21 transferred to the new Waldorf account on July 13th,
22 2023 in accordance with Ameren Missouri's commission
23 approved electric tariff. On July 26th, 2023 a bill
24 was sent to the Waldorf account to Complainants in
25 the amount of \$229.59 due August 17th, 2023 which

1 included the current billing charges for usage at the
2 Waldorf address and the 71.71 outstanding balance
3 transferred from the Spruce account. On August 15th,
4 2023 a payment posted to Complainants' account in the
5 amount of \$75 leaving a balance of \$154.59. The
6 balance of 154.59 was forwarded to the next monthly
7 bill issued August 25th, 2023 with current charges of
8 \$235.23 and a late fee of \$1.67 for a total bill of
9 391.49. On September 8th, 2023 a payment posted to
10 the Complainants' account in the amount of \$80
11 leaving a balance of \$311.49 which is the amount the
12 Complainants state is at issue in this complaint.

13 In regard to Ameren billing the
14 Complainants for usage under the correct rate plan,
15 Complainants began service at the Spruce address
16 again on September 21st, 2021 and in Case Number
17 ER-2019-0335 the Commission approved a stipulation
18 and agreement in that case that required new
19 customers with AMI meters to default to the
20 Daytime/Overnight rate plan beginning on January 1st,
21 2021. And then in Case Number EE-2021-0103 Ameren
22 requested a variance for the default rate to be moved
23 to -- I'm sorry, the default date to be moved to
24 June 1st, 2021. The Commission granted the variance
25 request and since the Complainants had an AMI meter

1 as a new customer starting service on June 1st, 2021
2 they were defaulted per Commission order to the
3 Daytime/Overnight rate plan which was later renamed
4 the Early -- the Evening/Morning Savers rate.

5 Complainants called in to Ameren Missouri
6 on August 25th, 2023 and requested their rate be
7 changed to the Anytime Users rates and Ameren
8 Missouri changed their rate as requested and the
9 change was reflected on the Complainants' next
10 billing cycle.

11 In regard to the allegation of Cold
12 Weather Rule violations, the record will reflect that
13 the Complainants were subject to disconnection when
14 they filed their informal complaint and subject to
15 disconnection when they filed their formal complaint.
16 Complainants allege that the elderly/disabled cannot
17 be disconnected from service under the Cold Weather
18 Rule. That is not correct. Further the
19 disconnections Complainants -- that are subject to
20 this complaint are not within the Cold Weather Rule,
21 period.

22 In regard to whether Ameren Missouri
23 failed to inform or failed to allowed Complainants to
24 register for the Medical Equipment Registry.
25 Complainants were mailed Medical Equipment Registry

1 paperwork in 2022 which was never completed or
2 returned to Ameren Missouri. Medical Equipment
3 Registry paperwork was emailed on September 5th, 2023
4 and emailed again to the Complainants on
5 October 25th, 2023 and to date Ameren Missouri has
6 not received completed Medical Equipment Registry
7 paperwork back from the Complainants.

8 So that is our summary of the issues
9 before the Commission and our positions on those
10 issues. Thank you.

11 JUDGE FEWELL: Thank you, Ms. Hernandez.
12 Staff for the Commission.

13 MR. PRINGLE: Thank you, Judge. My name
14 is Travis Pringle and I represent the Staff of the
15 Missouri Public Service Commission in today's
16 proceedings.

17 On September 28th, 2024 the Complainants
18 in this case, Mr. Dranel J. Clark and Ms. Aquilla
19 Canada, filed a complaint against Ameren Missouri
20 alleging a number of violations that were summarized
21 by Ameren's counsel. Those included allegations of
22 errors in billing, duplicate bills, allegations of
23 putting the Complainants on a rate plan they did not
24 request, allegations that Ameren Missouri violated
25 Cold Weather Rule and allegations of Ameren Missouri

1 failing to inform Complainants of a medical hardship
2 program or the Medical Equipment Registry.

3 In complaint cases Staff typically
4 conducts an investigation and files an investigative
5 report with the Commission and all parties to the
6 complaint. In this matter, Staff completed its
7 investigation and filed its report on September 20th,
8 2023. At the time Staff initially concluded that
9 Ameren Missouri had not violated any applicable
10 statutes, Commission rules, or Commission approved
11 company tariffs that were associated this complaint.
12 On April 19th, 2024 Staff issued a number of follow
13 up data requests to Ameren with responses due on
14 May 9th, 2024. Ameren provided these responses to
15 these DRs late yesterday on May 20th.

16 As noted in Staff's report on Page 4
17 Staff's investigation regarding violations of the
18 Cold Weather Rule when the Complainants were
19 disconnected on March 4th, 2024 initially found no
20 violation. This was based on account notes provided
21 by Ameren in response to Staff DR Number 1. However,
22 the response provided yesterday to Staff's follow up
23 data request, DR13, indicates that Ameren violated
24 the stipulation and agreement reached in Case Number
25 EE-2019-0382. That stipulation included an enhanced

1 disconnection notice communication schedule.

2 Except for customers on the Medical
3 Equipment Registry Ameren is to provide notices of
4 disconnection utilizing the timing and communication
5 means as follows. Ten days before disconnection a
6 written notice is to be provided to the customer via
7 U.S. Mail. Two to nine days before disconnection a
8 notice is to be provided by text and/or email alert
9 and two separate outbound automated call attempts are
10 to be made to the customer. And 24 hours before
11 disconnection a third automated outbound call attempt
12 to the customer must be made. Based on the
13 information provided by Ameren in response to Staff
14 DR13 yesterday it appears that the second outbound
15 automated call attempt that is to be made two to nine
16 days per the stipulation in EE-2019-0382 was not made
17 due to a system error. Staff has been unable to do
18 any follow up on that DR but will be making a
19 correction to a Staff report when Staff witness Sarah
20 Fontaine takes the stand later today.

21 However, besides that violation recently
22 discovered Staff's investigation did discover areas
23 where Ameren could improve its procedures regarding
24 this type of complaint. Based on the recorded phone
25 call between Ameren Missouri and the Complainants

1 Staff recommends that Ameren examine its current
2 procedures and look for ways to be more proactive in
3 guiding customers to register under the Cold Weather
4 Rule as an elderly/disabled low income customer. If
5 a customer, in providing flags or indicators, through
6 communications with Ameren employees that they may be
7 eligible for programs Ameren should provide the
8 customer with information on all possible programs
9 they may qualify for.

10 Thank you for your time and I can take any
11 questions you may have.

12 JUDGE FEWELL: Any questions, Commission?

13 MS. CANADA: Thank you. I appreciate that
14 statement, sir. We were actually just looking over
15 our information in reference to that March 4th
16 disconnect. We did not have any warning on and we
17 were told later by I believe her name was Terri at
18 Ameren that that was error on --

19 JUDGE FEWELL: Ms. Canada, we haven't
20 gotten into --

21 MS. CANADA: Could you repeat that --
22 could you repeat your findings on that March 4th
23 disconnect? Could you say that one more time,
24 please? We couldn't hear it.

25 MR. PRINGLE: Judge, would you like for me

1 to repeat that portion of my opening statement?

2 JUDGE FEWELL: I think we can cover it
3 when we do evidence.

4 MS. CANADA: Okay.

5 JUDGE FEWELL: Okay. I think we can -- I
6 heard no questions. I think we can move into the
7 evidence portion. Ms. Canada, I believe you were the
8 first witness. At this time you would be able to
9 present your evidence and testify and your other
10 witnesses testify. Can you raise your right hand --

11 MS. CANADA: Yes, sir.

12 JUDGE FEWELL: -- so I can swear you in.

13 MS. CANADA: Yes.

14 * * * * *

15 AQUILLA CANADA,

16 The witness, having been first duly sworn
17 upon her oath, testified as follows:

18 * * * * *

19 JUDGE FEWELL: Okay. You may proceed.

20 MS. CANADA: Okay. So I would like to
21 begin with a question -- overall question that Mr.
22 Clark has. Would you like to ask your question?

23 MR. CLARK: No.

24 MS. CANADA: Okay. We received a phone
25 call yesterday in reference to settling this and

1 wiping the slate clean.

2 MS. HERNANDEZ: Your Honor, I'm going to
3 object. I'm going to object based on privilege
4 settlement communications and hearsay.

5 MR. CLARK: All right. This is the reason
6 for our question. Go on and say what you got to say.

7 MS. CANADA: The question was --

8 JUDGE FEWELL: Hold on. Hold on. There
9 was an objection. I got to rule on it.

10 MS. CANADA: Oh, okay.

11 MR. CLARK: Restate it. Restate it.

12 MS. CANADA: He has to rule on her
13 objection.

14 JUDGE FEWELL: And please don't speak over
15 each other, it's a little difficult to know -- for
16 the court reporter to know, especially since we're
17 appearing by WebEx, who's saying what.

18 MR. CLARK: All right.

19 JUDGE FEWELL: I'm going to sustain the
20 objection. And I also want to address that
21 Commissioner Maida Coleman I think joined us at some
22 point this morning as well so she's also present.

23 If you want to rephrase your question you
24 do that. You can proceed. But I did sustain that.

25 MS. CANADA: Okay. Thank you. The

1 question was was there any -- what do you want to
2 say, hoops --

3 MR. CLARK: Is there any one of y'all's on
4 the payroll at --

5 JUDGE FEWELL: Hold on. Mr. Clark, you're
6 not testifying. It's only --

7 MS. CANADA: The question was is anyone on
8 the payroll with Ameren UE at this time?

9 JUDGE FEWELL: You're testifying, you're
10 not asking questions. You can ask questions of
11 Ameren's witness whenever they present their
12 testimony.

13 MR. CLARK: That's cool.

14 MS. CANADA: Oh. Oh, okay. I apologize.

15 MR. CLARK: Ask your question.

16 MS. CANADA: Well, my testimony at this
17 time is in reference to the four points that was
18 brought out in the list of evidence filing.

19 Number 1, in regards to the bills that
20 were sent to us. We moved in our home at Waldorf on
21 June 30th is when we stopped service at the Spruce
22 address. We have billing coming in in August. Our
23 first bill was 154 as a disconnect. We did not
24 receive any other bill prior to that. On August 1st,
25 I called Ameren to ask what our bill was. At that

1 time I was informed by the representative that no
2 meter --

3 MS. HERNANDEZ: Objection, hearsay.

4 MR. CLARK: Hearsay. Kind of like how
5 y'all --

6 JUDGE FEWELL: Mr. Clark, you're not
7 testifying.

8 MR. CLARK: -- what happened. Oh, state
9 your question.

10 MS. CANADA: Uh-huh. May I continue or --

11 JUDGE FEWELL: I need to rule on the
12 objection. I'm going to sustain that as well.

13 MS. CANADA: Okay.

14 MR. CLARK: (Inaudible).

15 MS. CANADA: Okay. Again, at that time I
16 sent in a payment of \$75 because I did not have an
17 amount known to me. But again, when I did receive
18 the first bill I was told that that \$75 was applied
19 to the --

20 MS. HERNANDEZ: Objection, hearsay.

21 MR. CLARK: -- recordings.

22 MS. CANADA: We have recordings. We have
23 recordings --

24 JUDGE FEWELL: Hold on, Ms. Canada. I'm
25 sustaining that objection.

1 MS. CANADA: Thank you.

2 MR. CLARK: (Inaudible).

3 MS. CANADA: Am I okay to go forward?

4 JUDGE FEWELL: Yes, you are. If anyone
5 else in the room can remain quiet while you testify
6 though, only you are presenting testimony at this
7 time.

8 MS. CANADA: Okay. Thank you. Again, as
9 I was saying, I do have proof of this that I was
10 sending in. But the reason again that I sent in the
11 \$75 is because I did not know what the bill amount
12 was at that time. Upon doing so I was informed that
13 this was to be applied, and the paperwork shows that
14 it was applied towards the Spruce address. However,
15 that payment was not needed for that address because
16 it was paid in full via online Ameren website. The
17 date showing that they received that payment of
18 108.82 was July the 11th when they received it but
19 yet we were billed through July 6th. Again, service
20 ended at the Spruce residence on June 30th so there
21 was no reason for the bill to go through the 6th. In
22 their own paperwork on that online statement it shows
23 a zero balance, paid in full, last payment 108.82.
24 That is one of the documents that I was trying to
25 send over to you all for Kayla to distribute. It is

1 still, according to our phone, downloading the
2 information. So I do apologize for that.

3 But at that point when we received this
4 disconnection bill as our first bill I was -- I was
5 taken back by that. I mean, where did this come from
6 and how is it that your first bill at a new residence
7 is a disconnection bill? So at that point I did
8 reach out to Ameren to find out what was going on.
9 This is what led up to us filing the informal
10 complaint. And this is the second time that we have
11 filed the informal complaint. There was one filed in
12 2023 as well that we did not take on to the formal
13 complaint level because we were instructed via Ameren
14 to try to --

15 MS. HERNANDEZ: Objection, hearsay.

16 JUDGE FEWELL: I'm going to let that in.

17 MS. CANADA: Thank you. Thank you.

18 Again, so therefore we decided to go forward with the
19 formal complaint this time because there was no bills
20 given before that disconnection bill. And then when
21 we looked -- and then when we looked it up we have
22 noticed that the activity statements that we have
23 been presented with, they are not showing any of our
24 credited amounts as well, they were -- they were
25 listed on the bills as additional charges. Also, in

1 reflecting over the bills we did notice that one in
2 particular, the one that I'm speaking of in fact,
3 that they're saying was the last bill from the Spruce
4 address, it says on there a deposit amount of 18.33.
5 That was our credited amount and that's why the bill
6 went down. But that bill was paid in full in July
7 according to their records when they received it.

8 I have third-party verification of
9 everything that I'm stating because I pay my Ameren
10 bill with my Medicare allowance, I have been doing so
11 since January of 2023. Again, this is all
12 information that is downloading at this time for you
13 all to be able to view. But you all should already
14 have that information from the formal complaint -- or
15 excuse me, from the informal level somewhere in your
16 files.

17 But in reference to the Cold Weather Rule.
18 We were not subject for disconnect at that time and
19 if we were no notice was given. We have been paying
20 our bill, if not down to zero, we've been paying it
21 past the 50 percent level that we were informed by
22 Ameren that we had to pay --

23 MS. HERNANDEZ: Objection, hearsay.

24 MS. CANADA: We found --

25 JUDGE FEWELL: Hold on. I'm -- overruled.

1 MS. CANADA: Thank you. We found out
2 about the Cold Weather Rule when I was speaking with
3 the Commission. I was informed about it -- Ms.
4 Fontaine actually was the first person that I had
5 actually heard anything about the Cold Weather Rule
6 from. And that's when I moved forward on asking
7 Ameren why we were not informed about it.

8 Also, in reference to medical forms, we
9 have sent off any medical forms that Ameren has sent
10 to us. Our doctor has not responded to any of them
11 and we -- we have no control over that. But we have
12 moved forward and we have informed Ameren for the
13 need of the medical form for the CPAP that Dranel
14 uses.

15 MR. CLARK: (Inaudible).

16 MS. CANADA: So we're just trying to make
17 sure that there is an understanding. And I am trying
18 to make sure that there is an understanding that
19 these bills that are accumulated between June and
20 August and I'm not understanding how they can
21 accumulate that much to be that high as I clearly
22 stated already on August 1st there was no amount
23 given to us but now there is documents stating that
24 this was done on the 28th or the 26th of July and
25 this is not so. None of the transactions or the

1 activity statements even make mention of our credited
2 amounts.

3 The payments that show on the activity
4 statements, the dates are not colliding with -- or
5 not aligning with, excuse me, with the dates that I
6 have as completed payments through the insurance
7 company. So I am concerned that the documentation
8 that is being used or presented by Ameren at this
9 time is not the same documentation that Ameren has
10 supplied us. We receive email, texts, and paper
11 statements from them in reference to our bills.

12 So again, if we're not receiving this
13 documentation, if there's no -- after reviewing or
14 doing investigation there's no documentation of it,
15 it just doesn't make sense to me that -- how here it
16 is, you know, May of 2024 and this documentation now
17 is presented, it's not making sense to me. There is
18 a lot of confusion on that.

19 But again, we have sent over all of the
20 information and we're hoping that before we wrap up
21 today you all do have the ability to see it. We do
22 have a flash drive with some recordings on it that if
23 the Court would allow we would play so that it's not
24 considered hearsay, the statements that I'm making at
25 this time. Besides that, I don't feel that there's

1 anything else that I want to bring up at this time
2 but Mr. Clark does want to speak on his testimony as
3 well.

4 I do have a question that if I do think of
5 anything else after he's testified, will that be done
6 at cross-examination or would I be able to interject
7 at anytime?

8 JUDGE FEWELL: You can recall yourself,
9 I'm comfortable with that, at least while you're
10 presenting your evidence if it -- between Mr. Clark
11 and Mr. Olivastro, if you have questions -- or more
12 evidence to present at that time you can recall
13 yourself.

14 MS. CANADA: Okay.

15 JUDGE FEWELL: Okay. And so -- go ahead.
16 Are you finished or?

17 MS. CANADA: Well, you said that that
18 would be for the evidence portion. So I am -- I
19 think I am finished at this point.

20 JUDGE FEWELL: Okay. Cross by Staff.

21 MR. PRINGLE: No cross-examination, Judge.
22 Thank you.

23 JUDGE FEWELL: Cross by Ameren.

24 MS. HERNANDEZ: No questions, thank you.

25 JUDGE FEWELL: Are there any questions

1 from the Commission? Hearing none, I have a few
2 questions. I'll try to keep it brief.

3 EXAMINATION CONDUCTED

4 BY: JUDGE FEWELL

5 Q. Referring to your complaint, you had
6 listed a statute, 536.010, regarding affected small
7 minority business. Do you have a home business?

8 **A. Yes, sir. Yes, sir, we do.**

9 Q. What is that business?

10 **A. It is called the E-I-T, Enjoy It**
11 **Together, LLC.**

12 Q. Okay.

13 **A. And we are in good standings with the**
14 **State.**

15 Q. Thank you. And you had mentioned
16 that you received email, text, and paper, meaning
17 mail I believe, statements for your bills?

18 **A. Yes. We originally asked for paper**
19 **and email communications. But we did not receive the**
20 **paper ones at the Spruce location at all, we only**
21 **received the email communications and then we were**
22 **able to go online to view our bill at that location.**
23 **However, at the Waldorf location we have not the**
24 **ability at all to see anything online in regards to**
25 **this -- this bill and the -- or excuse me, this**

1 address and the Spruce address has been closed. We
2 do not have access to that either to review that
3 online communication anymore. We do have screenshots
4 from when we did though.

5 Q. And is the online, is that through a
6 portal or is it just an email that has --

7 A. That --

8 Q. -- that bill?

9 A. That is through the Ameren website.
10 When I refer to online, I apologize, I am referring
11 to the online access for customers via Ameren's
12 website.

13 Q. And you need to log in for that?

14 A. Yes, you do have to log in for that.
15 But we cannot log in -- when we log in with this --
16 at the Waldorf address there's nothing being shown,
17 there's no access to it, it will not allow it. When
18 we log on for the Spruce information it says that
19 this account has been closed and then it's just
20 blurry behind that on the screens.

21 Q. Okay.

22 A. But we do have the screenshots
23 rendered from that that says zero balance, last
24 payment being 108.82, July 11th.

25 Q. And you said that you paid the \$75

1 yourself on -- I'm not sure what date that was.

2 A. On August -- when I called in
3 August 1st, I made a payment initiated on August
4 the 2nd for \$75 that was applied to the Spruce
5 address as a last payment on that account when there
6 -- that account had already been paid in full with
7 the 108.82.

8 Q. Okay.

9 A. And that's -- I'm sorry. Let me
10 clarify. That was done off of my medical allowance,
11 all of my payments are done through that.

12 Q. Sure. And then you -- when did you
13 move out of the Spruce address, what date?

14 A. We moved out of the Spruce address
15 officially I believe on the 30th of June is when we
16 stopped the service. We signed the paper closing on
17 June 27th. The -- and we -- and I'm glad that you
18 did bring that up actually because we were
19 disconnected on the 24th of June and had to be
20 reconnected to the 30th as a mistake for what we had
21 set up the closing date had gotten moved. So we
22 ended up ending service on the 30th, we did not go
23 into the month of July at all.

24 Q. Okay. That was all of my questions.

25 JUDGE FEWELL: Is there any re-cross?

1 MR. PRINGLE: None from Staff, Judge.

2 Thank you.

3 MS. HERNANDEZ: No, thank you, Judge.

4 JUDGE FEWELL: Okay. We can move to Mr.

5 Clark. Will you raise your right hand.

6 MR. CLARK: It's raised.

7 * * * * *

8 DRANEL J. CLARK,

9 The witness, having been first duly sworn
10 upon his oath, testified as follows:

11 * * * * *

12 MR. CLARK: The whole truth, yes.

13 JUDGE FEWELL: All right. You may
14 proceed.

15 MR. CLARK: My question is -- or my
16 testimony is that I'm trying to figure out -- I mean,
17 last time I checked is you pay your bill once a
18 month. I'm pretty sure we all supposed to once a
19 month. As we having so many bill cycles in different
20 amounts for the same month and threatening to be --
21 if we don't send it we get disconnected after already
22 receiving a payment, first off. Second off, why is
23 every three and a half months after receiving
24 payments from us it equal up to the same amount of
25 money that you saying that we owe that y'all want as

1 a lump sum based off our own payments. It's simple
2 mathematics. If one plus one is two you can't tell
3 me one plus one is eleven, man. If eleven plus
4 eleven is 22 you can't tell me it's four. It's
5 simple mathematics. How can we have all these
6 payments that's due from a location that we wasn't
7 even in less than 30 days and you already send us
8 bill for August, September and we in the month of
9 July. It's impossible. It's impossible, man. It's
10 simple math. It's common sense, man.

11 I'm not here to play on nobody's
12 intelligence and I please hope ain't nobody here to
13 play on mine, man. Right is right is wrong is wrong.
14 And why all our bill usage is matching the same exact
15 thing for the last three years for the previous
16 address. It all matching up the same and we at a
17 whole new location, residence. The bill amount is
18 the same amount of bill used -- amount that it was
19 the year before, the year before that, and the year
20 before that, the same exact amount. Saying that we
21 owe this amount, 311, then it go to four something,
22 then it goes to five something, then by October it'll
23 be six something, repeated. That's insanity. That's
24 insanity, man. That's a mental problem there.

25 Peak time at that. Ain't no way that a

1 person that be in they location less than 30 days
2 have a bill that's more than 200 some dollars. Every
3 12 days you receive payment from us. Every 12 days
4 we got to prove there's some document that you guys
5 received payment from us at a least two or three
6 times a month, man. If you pay your bill down to
7 zero and supposed to have credit how do the next bill
8 is over 300 and some dollars. Or the credits is not
9 even showing at all. I never asked to use my credit
10 score or apply my credits to anything, not one time.

11 Now I can't even track my credits down. I
12 asked where my credits at, I don't have none. What?
13 That's stealing. That's -- that's stealing and
14 that's misusing government funds, you stealing from
15 an insurance company and all to say to us that we
16 don't have credit or you didn't receive this payment
17 but we got confirmation from Ameren saying payment is
18 received, credit amount is this. But nowhere on that
19 -- on that receipt saying this amount is for this --
20 is for this cycle right here. Now on your activity
21 sheets -- activities sheets you got these payments
22 but you don't got it next to anything it's just
23 blank, this amount blank. What it's applied to? You
24 just taking our money and just doing anything you
25 want with it. And then pulling our credit for

1 additional credit. Which by the way we all know --
2 and I'm speaking for Ameren to -- you can object or
3 whatever you want.

4 We all know all of this is on false
5 readings. It's all false readings. From the very
6 first time y'all disconnected us wrongfully, y'all
7 didn't try to make it right since then. So every
8 payment from then on is false readings based off our
9 own money. We paid every month, sometimes more than
10 twice, or more than once. It's impossible to say
11 that we got a disconnection bill from a new residence
12 that we wasn't even in there for 13 days yet. It's
13 impossible.

14 And then try to say our AC bring the bill
15 up to 127 when we ain't even have AC, we had to get
16 it fixed. Which we got proof of that too. So if you
17 sworn to tell the truth and the whole truth tell it,
18 tell it, man. 'Cause y'all reason I'm on a CPAP
19 machine, Ameren is. This ain't hearsay, this is
20 facts. Y'all saying you have evidence looking like a
21 cat in heat and I looking like a Steven King novel.
22 Come on, man. Our evidence is Ameren evidence, they
23 telling on they self.

24 If y'all allow these people to manipulate
25 y'all too I'm going to the news. Flat out, man.

1 They bullies. They monopolize us, man. Y'all the
2 reason why people out here committing crimes, man.
3 Ain't no way a utility bill should be more than
4 somebody's rent or mortgage. Come on, man. It's
5 insanity, man. And y'all won't even admit y'all are
6 wrong or make it right, man. Y'all force a person to
7 go through all of this, man, and then call us and
8 talking about we're wiping, we're wiping, come on
9 now. Hell, some type of (inaudible) heart, man. We
10 all human beings here, bruh. Wrong is wrong. If we
11 feel like we -- all this is right we wouldn't be
12 going through this right now. If I don't seek -- if
13 I don't seek justice now I'm going to seek justice,
14 bruh. You told me to do what I got to do and I'm
15 doing it, Ameren. Them the words out of your mouth,
16 do what you got to do then. Okay.

17 MS. HERNANDEZ: Objection, hearsay.

18 MR. CLARK: That ain't hearsay, them are
19 facts, man. I swore --

20 JUDGE FEWELL: Mr. Clark.

21 MR. CLARK: -- don't do that. I don't
22 play with my high power, don't do that. Those are
23 facts.

24 JUDGE FEWELL: I'm going to sustain that
25 objection.

1 MR. CLARK: Them are facts. I'm not here
2 to play on nobody's intelligence or manipulate
3 nobody, man, that's not the reason we here. We here
4 'cause we speaking for those that can't speak for
5 they self, man. It's bigger than us. It's bigger
6 than us. Y'all the only ones that we can get
7 electricity from and y'all feel like y'all can do
8 what you want to do, man. Any objection to that?
9 That's what I thought. That's what I thought.

10 I'm going to use your own evidence, I'm
11 going to contradict your own evidence. I don't even
12 want to use mines, I want to use y'alls. That's what
13 I want to do. Bring them falsified activity sheets
14 into the play, I'm done. I want to adjourn.

15 MS. CANADA: He's completed his statement.

16 MR. CLARK: I wasn't done. Let's play
17 ball. Let's play. Ding, ding, ding. Off the field.

18 MS. CANADA: He's finished, sir. I'm
19 sorry. He's very upset about this.

20 JUDGE FEWELL: That's okay. He will need
21 to appear for cross-examination though.

22 MS. CANADA: You do have to sit down for
23 cross here.

24 MR. CLARK: It's hot in here. We don't
25 got AC on right now. I needed to get something to

1 drink.

2 MS. CANADA: Okay. They're ready.

3 JUDGE FEWELL: Is he ready?

4 MS. CANADA: Yeah.

5 MR. CLARK: Yeah, I'm ready.

6 JUDGE FEWELL: Okay. Thank you, sir.

7 Cross by Staff.

8 MR. PRINGLE: Yeah. Thank you, Judge.

9 Very brief.

10 EXAMINATION CONDUCTED

11 BY: MR. PRINGLE

12 Q. Mr. Clark, you mentioned fake
13 readings, do you recall that?

14 **A. Yes.**

15 Q. And are you referring to the readings
16 from your electric meter?

17 **A. It wasn't never no readings from the
18 electric meter, sir. That's why I said false
19 reading.**

20 Q. Have you ever requested for the
21 company to test your meter?

22 **A. Yes. I asked them when we first came
23 to this new location at 42 -- I mean, 92 --**

24 MS. CANADA: Just Waldorf.

25 MR. CLARK: Waldorf. Waldorf. Sorry

1 about that.

2 BY: MR. PRINGLE

3 Q. No problem, Mr. Clark. And when you
4 requested that meter test, did that meter test occur?

5 A. No. They said they could do it from
6 where they at.

7 Q. Did they -- I guess is it your
8 understanding you have what is referred to as a smart
9 meter or also Advanced Metering Infrastructure, AMI?

10 A. Me personally, I don't know nothing
11 about that, I don't know if it's smart or nothing. I
12 just asked for it, they said they could do it from
13 where they were at.

14 Q. And did they tell you what the
15 results of that test was?

16 A. No, sir.

17 Q. All right. Thank you, Mr. Clark.

18 MR. PRINGLE: No further questions from
19 Staff, Judge. Thank you.

20 JUDGE FEWELL: Thank you, Counsel. Cross
21 by Ameren.

22 MS. HERNANDEZ: No, thank you.

23 MR. CLARK: Y'all don't got no questions
24 for me? Aww, man, come on now.

25 JUDGE FEWELL: You're done testifying.

1 Questions by the Commission? Hearing none, I have a
2 couple as well.

3 EXAMINATION CONDUCTED

4 BY: JUDGE FEWELL

5 Q. To kind of piggyback up off of that.
6 Has Ameren ever sent anyone to replace or change the
7 meter --

8 A. No.

9 Q. -- at the Waldorf address?

10 A. No, sir. We never saw a tape since
11 the account been opened in my name, never.

12 Q. Okay.

13 A. At the old address or new.

14 Q. And you've mentioned several times
15 that you have a CPAP machine. Have you -- how have
16 you displayed that or provided information about that
17 to Ameren?

18 A. They have -- they sent us -- they
19 told us they was going to send us a document to send
20 to my doctor and for us to mail it back. So first,
21 it took them a while to even send us a document. It
22 had to take us to do this complaint for them to send
23 it to us. And since once I sent it off to my doctor,
24 you know, at this time we've been going through this
25 stuff since COVID and all of that so, you know, it's

1 hard to get in to a doctor, you got to make an
2 appointment to get in, you know. So it's like out of
3 reach on that. But I have the CPAP machine right
4 here if y'all want to look at it.

5 Q. Sure. I don't know that that's
6 necessary. But what day did you receive it? You
7 said that you -- if you can recall?

8 A. What day was that?

9 MS. CANADA: I can't --

10 MR. CLARK: I know it was after the
11 complaint.

12 BY: JUDGE FEWELL

13 Q. Okay. So it was sometime in the fall
14 of 2023 or later?

15 A. The formal complaint.

16 MS. CANADA: Yeah. That's when we
17 received --

18 MR. CLARK: Yeah. In '23. Sometime in
19 '23, yeah.

20 BY: JUDGE FEWELL

21 Q. Okay. And I believe that you stated
22 that this was through United Health Care that your
23 payments are made. Is that something that you have
24 to provide to UHC or are the bills sent directly to
25 them, how does that process work?

1 **A. Ms. Canada have to speak on that**
2 **issue right there.**

3 MS. CANADA: Just to answer your question.
4 They initiated payment. I put in the information
5 into their site initiating the payment with United
6 Health Care at which point from my understanding they
7 mail the payment in, the process can take up to five
8 days. But in January of '24 we switched over to
9 Aetna and they do direct payment from the form of
10 like a Flex card or a debit card with a MasterCard
11 logo. And that card ends in 5669, I'm sure Ameren
12 can see that that's how the payments have been made
13 through that.

14 MR. CLARK: (Inaudible).

15 MS. CANADA: But we do get the -- we do
16 get the notification once the payment is completed
17 from not only Ameren but also the insurance company
18 United Health Care and Aetna.

19 BY: JUDGE FEWELL

20 Q. In what form do you get that
21 notification, the receipt?

22 **A. We get them in email and in text.**

23 Q. Okay. I think that was all the
24 questions I had.

25 JUDGE FEWELL: Is there any re-cross?

1 MR. PRINGLE: None from Staff, Judge.

2 Thank you.

3 MS. HERNANDEZ: No thank you, Judge.

4 JUDGE FEWELL: And next I think is Mr.

5 Olivastro.

6 MS. CANADA: Okay. He's going to get him

7 real quick. He's our tenant so just give us one

8 second for him to enter the room. I apologize for

9 the delay.

10 THE REPORTER: Hello. This is the court

11 reporter. Could I get Mr. Olivastro's name spelling,

12 please.

13 MS. CANADA: Sure. I believe it's

14 O-L-I-V-A-S-T-R-O.

15 THE REPORTER: Thank you.

16 MS. CANADA: His first name completely is

17 Anthony. All right. Here he comes.

18 **THE WITNESS: Hello.**

19 JUDGE FEWELL: Hello, Mr. Olivastro. Can

20 you raise your right arm?

21 ANTHONY OLIVASTRO: Yeah, yeah. I got it

22 raised.

23 * * * * *

24 ANTHONY OLIVASTRO,

25 The witness, having been first duly sworn

1 upon his oath, testified as follows:

2 * * * * *

3 JUDGE FEWELL: Okay. Ms. Canada, he's
4 your witness.

5 **THE WITNESS: Correct.**

6 **EXAMINATION CONDUCTED**

7 **BY: MS. CANADA**

8 Q. Okay. Tony, --

9 JUDGE FEWELL: Can you speak into the mic?
10 Sorry.

11 MS. CANADA: Oh, I'm sorry. Let him sit
12 down a little closer to me so you all can hear
13 better. How are we on sound? Good?

14 JUDGE FEWELL: We can hear you.

15 MS. CANADA: Okay. Great. Thank you.

16 **BY: MS. CANADA**

17 Q. Okay. Tony, this is your second time
18 -- I'm questioning you. This is your second time
19 living with us?

20 **A. Right.**

21 Q. Here at the Waldorf location and at
22 the Spruce location, could you just describe to the
23 Judge what you have observed?

24 **A. So, you know, I moved in with them**
25 **and, you know, the prices changed on the agreement**

1 multiple times due to this Ameren bill. So, you
2 know, like it's affected -- it's affected the
3 agreement that me and Ms. Canada have made.

4 Q. As a landlord to tenant, okay. And
5 how would you say that it has affected the agreement
6 that we have made?

7 A. I mean, so --

8 MS. HERNANDEZ: Objection, relevance.

9 THE WITNESS: -- the price has actually
10 gone up compared to the agreement we had made
11 multiple times.

12 THE COURT: Hold on. Hold on, Mr.
13 Olivastro.

14 THE WITNESS: Okay.

15 JUDGE FEWELL: There was an objection.

16 MS. HERNANDEZ: On relevance. I'm not
17 sure how this is relevant to their complaint.

18 MS. CANADA: Well, because he's a tenant
19 of ours we've had to increase the amount that we have
20 asked him for in regards to utilities. We have
21 charged him a flat rate to rent the space and then
22 another rate for utilities if they were to fluctuate.
23 So with that being the case, we're simply showing
24 that this has not just affected us personally, this
25 has affected us business wise as well. I don't like

1 to make it a practice of having to renegotiate the
2 terms.

3 **THE WITNESS: Yeah. So --**

4 **JUDGE FEWELL: I'll overrule the**
5 **objection.**

6 **THE WITNESS: Okay. So yeah, there's been**
7 **a fixed rate that we've agreed upon and that's**
8 **fluctuated, you know. It's actually increased, you**
9 **know, multiple times and -- you know, from the**
10 **agreement, so.**

11 **BY: MS. CANADA**

12 **Q. And would you say that that is a**
13 **direct result of us showing you the bill and**
14 **saying --**

15 **A. Yes.**

16 **Q. -- the entire --**

17 **A. Yeah, exactly. That's exactly what**
18 **it is. So, you know, it kind of messes with the**
19 **agreement that me and Ms. Canada had, so.**

20 **Q. And does that affect you financially**
21 **as well?**

22 **A. Absolutely.**

23 **Q. Okay. Okay. Thank you, Mr.**
24 **Olivastro. That's all I wanted you to testify on.**

25 **A. And this has been more than once in**

1 one month. Like -- so the -- they've raised the
2 price twice in one month, you know, 'cause the bill
3 -- they've been billed more than once in four weeks.

4 Q. So this is a recurring issue?

5 A. You know, so they raised the price in
6 the middle of the month -- in the middle of the month
7 and then in the end of the month they tell me I --
8 they added more money to it. It's like why -- why
9 would the bill keep going up, it doesn't even make
10 sense.

11 Q. (Inaudible).

12 A. Yeah, yeah. Either that or --
13 instead of going down or staying average, you know.

14 MS. CANADA: Okay. That's all I had for
15 questioning of Mr. Olivastro. You're okay. You're
16 okay.

17 JUDGE FEWELL: Okay. Is there any cross
18 by Staff?

19 MR. PRINGLE: Yeah. Just one question,
20 Judge.

21 EXAMINATION CONDUCTED

22 BY: MR. PRINGLE

23 Q. Mr. Olivastro, were you saying that
24 your rent is changing every month because of the
25 Ameren bills?

1 **A. No, no, no. Just the utilities.**

2 Q. Oh, okay. All right. Thank you very
3 much for that clarification. No further questions.

4 JUDGE FEWELL: Cross from Ameren?

5 MS. HERNANDEZ: No questions. Thank you.

6 **THE WITNESS: (Inaudible).**

7 MS. CANADA: She said no questions.

8 **THE WITNESS: I'm glad you said that too**
9 **'cause I --**

10 JUDGE FEWELL: If you can please mute your
11 mic when you're not speaking. Is there any questions
12 from the Commission? Hearing none. I did not have
13 any questions either. We can move on I think to
14 Ameren Missouri's first witness.

15 MS. CANADA: Thank you.

16 MR. PRINGLE: Judge, before we move on to
17 Ameren, this is Travis Pringle from Staff. Just kind
18 of wondering how we wanted to handle the
19 Complainants' evidence?

20 JUDGE FEWELL: I think we'll do late
21 filing.

22 MR. PRINGLE: Okay.

23 JUDGE FEWELL: And get time to object. I
24 was thinking by Monday to give them the weekend if
25 necessary to kind of try to get it filed and then

1 give the parties until Wednesday to object.

2 MS. CANADA: Excuse me, your Honor.
3 Monday is a holiday.

4 JUDGE FEWELL: Oh, you're right. That's
5 right. Tuesday then. And then Thursday to object.

6 MS. CANADA: That sounds good to me.
7 Thank you.

8 JUDGE FEWELL: Are there any objections to
9 that?

10 MR. PRINGLE: None from Staff. Thank you,
11 Judge.

12 MS. HERNANDEZ: And I guess in terms -- do
13 we know what the specified exhibits from the
14 Complainants are that are going to be filed?

15 MS. CANADA: I listed them in the exhibit
16 filing that was done that Mr. Pringle submitted.
17 Again, those are recordings, emails, receipts.

18 MR. CLARK: And we also have flash drives.

19 MS. CANADA: We also have downloaded those
20 recordings via flash drive. So it's all -- to be
21 honest, it's all information that we have received
22 from you, Ameren as a company, from United Health
23 Care and Aetna as well.

24 MR. CLARK: We all disabled.

25 MS. CANADA: And the proof of his and my

1 disability and how it effects -- is affected by the
2 electric.

3 MR. CLARK: (Inaudible).

4 THE COURT: And I can list what's -- it's
5 in the position statement. It says, bills, email
6 communications, confirmation of payments, text, and
7 emails, complainant recordings, proof of payments
8 from third party insurance company, payment
9 initiation completion and then written statements
10 from a few people. I don't know that -- are you
11 still intending to file a written statement from Mr.
12 Olivastro or just his testimony?

13 MS. CANADA: I feel like his testimony has
14 pretty much served as his written statement. So I'm
15 okay with that, if you all are.

16 JUDGE FEWELL: Yeah.

17 MS. CANADA: Okay.

18 MS. HERNANDEZ: I guess, Judge, my only
19 concern is, you know, we can file objections to these
20 documents. But if the Commission were to admit them
21 we -- we would not have an opportunity to question
22 anyone. You know, the documents that are admitted we
23 would be able to do no cross of the witness based on
24 those documents.

25 JUDGE FEWELL: And you'd be able to ask

1 for rehearing if necessary.

2 MS. HERNANDEZ: Okay. I guess with that
3 understanding, if they are admitted and we -- to the
4 extent we have questions we can ask for rehearing.
5 Well, rehearing in terms of -- well, let me make sure
6 I understand rehearing. Not rehearing in terms of
7 you issue -- the Commission issues a final order and
8 we ask for rehearing of that order you're saying that
9 the evidence would be reopened for an additional
10 hearing?

11 JUDGE FEWELL: I think we could do that if
12 necessary.

13 MS. HERNANDEZ: Okay.

14 JUDGE FEWELL: It is your witness, Ms.
15 Hernandez.

16 MS. HERNANDEZ: All right. Ameren
17 Missouri calls Aubrey Krcmar. Do you have your
18 screen on?

19 MS. KRCMAR: Yes.

20 JUDGE FEWELL: Ms. Krcmar, can you raise
21 your right hand.

22 * * * * *

23 AUBREY KRCMAR,

24 The witness, having been first duly sworn
25 upon her oath, testified as follows:

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JUDGE FEWELL: Thank you. You may proceed, Counsel.

EXAMINATION CONDUCTED

BY: MS. HERNANDEZ

Q. All right. Ms. Krcmar, can you first spell your name for the record?

A. Sure. My first name is Aubrey, A-U-B-R-E-Y. Last name is K-R, C like cat, M-A-R.

Q. And Ms. Krcmar, where are you employed?

A. I work for Ameren Missouri.

Q. And what is your position at Ameren Missouri?

A. I am a regulatory liaison.

Q. And as a regulatory liaison, what do your duties include?

A. One of my main duties is to work internally to ensure that Ameren Missouri's business practices are in compliance with both the Commission's rules as well as our own tariffs. I also serve as company witness in formal complaint hearings assisting with all of the investigation.

Q. All right. And are you familiar with the complaint that's been filed by Complainants?

1 A. Yes.

2 Q. And did you do any investigation of
3 the complaint?

4 A. Yes, I did.

5 Q. And how did you investigate the
6 complaint?

7 A. So anytime that I'm investigating a
8 formal complaint I start by doing a deep dive
9 investigation into everything that has happened with
10 the account. I listen to all telephone recorded
11 calls between the customers and our employees, I
12 review all of our account records which are stored
13 within several different computer programs. We use
14 CSS is the name of one of our computer programs that
15 stores all of our account records as well as CRM is
16 another new program platform that we're moving to. I
17 review all of the account activity statements, all of
18 the billing records. Basically I just -- I look at
19 every single thing that has transpired between the
20 customer and the company and all of the communication
21 that we have shared with them in order to determine
22 whether or not Ameren Missouri has followed all of
23 the correct business practices and handling of the
24 account.

25 Q. All right. And do you have

1 Exhibit 100C in front of you?

2 **A. I do.**

3 Q. And do you recognize these documents?

4 MS. CANADA: We do not have that exhibit
5 in front of us.

6 JUDGE FEWELL: It was emailed at 7:44
7 yesterday if you check your email.

8 MS. CANADA: Okay. Thank you.

9 JUDGE FEWELL: Yeah. Proceed, Counsel.
10 I'm sorry.

11 BY: MS. HERNANDEZ

12 Q. All right. Thank you. Sorry. Did
13 I --

14 **A. I think you had asked me what this**
15 **Exhibit 100 is.**

16 Q. Yes.

17 **A. I identified this as all of the**
18 **billing statements, monthly billing statements that**
19 **were sent to the Complainants at the Spruce location**
20 **as well as their current location on Waldorf through**
21 **November of 2023.**

22 Q. And are these billing statements
23 records that are maintained in the normal course of
24 Ameren Missouri's business?

25 **A. Yes.**

1 Q. And are these billing statements true
2 and correct copies of those business records?

3 **A. Yes.**

4 MS. HERNANDEZ: All right. With that
5 foundation, I would offer Exhibit 100C into the
6 record.

7 JUDGE FEWELL: Are there any objections to
8 admitting Exhibit 100C, the billing statements, into
9 the record?

10 MR. PRINGLE: None from Staff, Judge.

11 MS. CANADA: I do have an objection. I am
12 trying to get to that document at this time. I'm not
13 sure how I feel about it until I see it.

14 JUDGE FEWELL: It appears to be -- it's
15 pretty lengthy. It appears to be billing statements
16 from probably your first bill to date.

17 MS. CANADA: Okay. Okay. We would like
18 to check the accuracy of that document so we would
19 like to object to that.

20 JUDGE FEWELL: Okay. I'm going overrule
21 that objection. You may proceed, Counsel.

22 MS. HERNANDEZ: Thank you.

23 BY: MS. HERNANDEZ

24 Q. All right. Ms. Krcmar, did you
25 review all of these billing statements?

1 **A. Yes.**

2 Q. Do you remember -- let me ask you.
3 There was an allegation of fake readings regarding
4 the electric meter. In your review of the account
5 records, did the Complainant ever contact Ameren
6 Missouri to request a meter test?

7 **A. I listened to all, I think, 40 plus**
8 **phone calls between the Complainant and the customer**
9 **-- or the customers and Ameren Missouri from**
10 **September of '21 to present and there was never a**
11 **request for a meter test on any of those**
12 **conversations.**

13 MS. CANADA: Objection, hearsay. Excuse
14 me. But actually when we set up service at the new
15 address we asked would there be someone coming out.

16 JUDGE FEWELL: Ma'am, you can't testify
17 while you're objecting. So your objection was
18 hearsay?

19 MS. CANADA: Was hearsay.

20 MS. HERNANDEZ: Judge, it's not -- oh,
21 okay.

22 JUDGE FEWELL: Overruled.

23 MS. HERNANDEZ: Thank you.

24 BY: MS. HERNANDEZ

25 Q. Okay. So you've reviewed these

1 bills?

2 A. Yes.

3 Q. And in terms of charges for electric
4 usage, are those charges based on actual usage by the
5 Complainants at the address?

6 A. Yes. And I can actually demonstrate
7 where you can see that on the bill, if you'd like.

8 Q. Certainly, go ahead.

9 A. So halfway down the front page of a
10 bill statement the electric service details is listed
11 out. It shows the dates of service that are being
12 billed. So for example, I'm just looking at the
13 first bill statement that was Page 1 of 112 for this
14 exhibit. And so the service dates were
15 September 1st, which is the date that the services
16 were begun in Mr. Clark's name on Spruce, through
17 September 11th, which was the end date of the reading
18 bill cycle for that billing group were that location
19 was.

20 So for ten days this first bill came out.
21 And the meter number lists -- it lists the meter
22 number, the service dates, the usage type and then
23 the reading type shows actual. And that means that
24 we did obtain an actual reading for that meter, there
25 was no fake or estimated readings for any of these.

1 So if you actually scroll through all of these bill
2 statements you will see actual -- actual readings on
3 all of them.

4 Q. All right. And can you explain
5 Ameren Missouri's billing process in terms of how
6 often Ameren Missouri issues a bill to a customer?

7 A. Yes. So our billing cycles can run
8 between 28 and 32, 33 days depending. We do bill
9 once a month for a location and our bills -- our
10 accounts are set up where each premise -- and a
11 premise is the location of the meter for the
12 service -- has a specified meter bill group. So that
13 means that, you know, all 1.2 million electric
14 customers do not have their bill read on the same
15 date on the first of the month and due on the 15th of
16 the month, obviously we have to spread that out so we
17 don't have everything due at once or all of the
18 readings generated at the same time. So the bill
19 group is then -- receives their bill approximately
20 the same date every month with the same due date
21 every month but it's not necessarily the 1st or the
22 15th. So it basically depends on where the service
23 address is what bill group that account is assigned
24 to.

25 Q. All right. If you could turn to

1 Page 85 of Exhibit 100.

2 **A. I'm there.**

3 Q. And what is this document -- or what
4 is this bill referencing?

5 **A. So this is the bill statement that**
6 **was generated June 22nd of '23 for Mr. Clark's**
7 **service at Spruce and the bill generated for \$108.82**
8 **with a due date of July 15. The service -- if you go**
9 **to the second -- Page 86, the electric service detail**
10 **shows that this was serviced at the Spruce address**
11 **from May 13th through June 14th of 2023, it was a 32**
12 **day bill.**

13 Q. All right. And then Page 89 --

14 MS. CANADA: I would like to --

15 BY: MS. HERNANDEZ

16 Q. -- that bill.

17 MS. CANADA: -- please.

18 JUDGE FEWELL: What was that, Ms. Canada?

19 MS. CANADA: I would like to object to
20 that, please.

21 JUDGE FEWELL: On what grounds?

22 MS. CANADA: On the grounds that I would
23 like to know what the relevance is as to what we're
24 actually discussing that she's saying that this is
25 for service for the prior month but that bill was due

1 on the 14th and that bill that she just mentioned had
2 an amount for \$95 for the month of May. The month of
3 June, which was due by the 15th of July, the final
4 bill received was the 108.82. So there was no reason
5 to even bring up the bill before that 'cause that
6 bill was paid.

7 MS. HERNANDEZ: Well, your Honor, the
8 Complainants are alleging that they were billed more
9 than once a month and I'm trying to allow the witness
10 to explain why there were two bills issued in the
11 month of July 2023.

12 MS. CANADA: It was only -- there was only
13 one bill sent, ma'am.

14 MR. CLARK: (Inaudible).

15 JUDGE FEWELL: I'm going to overrule the
16 objection. You can cross-examine Ms. Krcmar --

17 MS. CANADA: That's fine.

18 JUDGE FEWELL: -- and you can address it
19 then.

20 MS. CANADA: That's fine.

21 JUDGE FEWELL: Proceed, Counsel.

22 MS. HERNANDEZ: Okay.

23 BY: MS. HERNANDEZ

24 Q. So on Page 89 that bill states it has
25 a due date of 7-28-2023, do you see that?

1 **A. Yes.**

2 Q. Okay. And then referencing the bill
3 you just discussed prior, why would Complainants
4 receive two bills -- or two bills in one month in
5 this instance?

6 **A. Sure. So the bill that was generated**
7 **June 22nd for the 108.82 was due July 15th. That was**
8 **a regular monthly cycle bill based on the bill group**
9 **that this account was under. So since they did --**
10 **and I believe -- I believe Ms. Canada mentioned that**
11 **they closed out their account on Spruce effective**
12 **June 30th. So we had already sent a regular cycle**
13 **bill for the month, which was due July 15th, but then**
14 **we also had to close out that account and send a**
15 **final bill. So the final bill was generated July 7th**
16 **and it was for dates of service from June 14th. So**
17 **we picked up from the last date of the regular**
18 **billing cycle for the month and it was through July**
19 **-- or I'm sorry, June 30th of 2023. So this was --**

20 MR. CLARK: Objection.

21 **THE WITNESS: -- final bill.**

22 MR. CLARK: Falsified (Inaudible).

23 MS. CANADA: Objection.

24 JUDGE FEWELL: What was that objection?

25 MS. CANADA: That is not -- that is not

1 correct. In fact, we received the bill for the 108,
2 yes, that is correct. But that bill went through
3 July 6th. It didn't generate on July 7th. The dates
4 that you all have is the 22nd through July the 6th
5 not in fact the 14th. The 14th was overlapping bill
6 cycles.

7 MR. CLARK: (Inaudible).

8 JUDGE FEWELL: Counsel, do you have a
9 response?

10 MS. HERNANDEZ: I'm not sure what the
11 objection is in order to respond.

12 JUDGE FEWELL: Sure. I think --

13 MS. CANADA: Our objection is that that
14 statement was false.

15 JUDGE FEWELL: I think she's arguing the
16 authenticity of the document. Which honestly it's
17 already been admitted. I'm going to overrule the
18 objection.

19 MS. HERNANDEZ: Okay.

20 MS. CANADA: Can I ask --

21 JUDGE FEWELL: This is something you can
22 cover in your cross-examination.

23 MS. CANADA: Okay. Go ahead. Sorry.

24 BY: MS. HERNANDEZ

25 Q. Go ahead with your response, Ms.

1 Krcmar.

2 A. So I just wanted to finish my
3 explaining. There were two bills due in July, one
4 was the regular cycle bill that was due July 15th.
5 The final bill, which covered service for the
6 remaining 14 days before the account was closed out
7 on June 30th, was then due on July 28th. Now, the
8 bill that was mailed -- the second bill that was
9 mailed that was due in July, July 28th, indicates on
10 there that this is the final bill and it also
11 indicates that if the prior balance has been paid,
12 that refers to the 108.82, pay the current amount of
13 \$71.71 only. So since that payment of 108.82 had not
14 posted to the account by the time this final bill
15 came out it still reflects --

16 MR. CLARK: Objection. Objection. We do
17 not have that bill. Was no bill sent to us,
18 objection. That's hearsay.

19 MS. CANADA: We never received that bill
20 or else I wouldn't have called on the 1st and asked
21 what the bill was.

22 MR. CLARK: It's hearsay.

23 JUDGE FEWELL: I'm going to overrule that
24 objection as well. And that's something you can
25 cover in your cross. Proceed, Counsel. Or Ms.

1 Krcmar, you may have been testifying, I apologize.

2 **THE WITNESS:** That's okay. So I do -- so
3 I just wanted to explain that yes, there were two
4 bills received that were due both in July but they
5 did not overlap any service dates. And the final
6 bill that was due July 28th actually would have been
7 for just the current amount of 71.71 only since we
8 did receive the payment of 108.82, it was just
9 received after this bill was generated which is why
10 it wasn't reflected.

11 **BY: MS. HERNANDEZ**

12 **Q.** Okay. If you could turn to Page 93.

13 **A.** Yes. I've got it.

14 **Q.** And could you explain on this bill
15 the 71.71 that is transferred from one account to the
16 new account of Complainants?

17 **A.** Sure. So as I just testified to, the
18 final bill that was sent out that was due July 28th
19 for the service on Spruce through June 30th indicates
20 that the 71.71 was the current amount due. Once
21 again, there is -- this bill wasn't due until
22 July 28th. But as I mentioned, each premise, or
23 account, has a specified bill group which means that
24 that's the date that the bills are sent out. So the
25 first bill that was sent out for the new address then

1 on Waldorf was generated on July 27th. So it was
2 generated even before that final bill of 71.71 was
3 due, since that wasn't due until July 28th.

4 So we did include -- at that point, since
5 the new account bill generated before the final bill
6 balance was paid, certainly wasn't overdue at this
7 point because it hadn't yet been due. But it is in
8 our tariff that we can transfer final balances from
9 one account to an active account as long as it's the
10 same type of service, the same customer. So when the
11 new bill was generated, the first bill on Waldorf, we
12 went ahead and transferred that balance of 71.71 from
13 the Spruce address to the current address so that way
14 everything is due on --

15 MS. CANADA: Objection. Objection. We
16 don't have a tech to be able to verify that this
17 information that you're sharing with us is actually
18 accurate 'cause none of us have been trained to read
19 these documents the way that you're describing them.

20 JUDGE FEWELL: Are you objecting that this
21 is improper expert testimony?

22 MS. CANADA: Yes, I am.

23 JUDGE FEWELL: Okay.

24 MS. HERNANDEZ: I guess my response -- oh,
25 go ahead.

1 JUDGE FEWELL: No, no.

2 MS. HERNANDEZ: My response to that is
3 that Ms. Krcmar has explained her employment, her
4 activities while being employed with Ameren Missouri
5 and that she reviews Ameren Missouri billing
6 practices and bills issued to --

7 MS. CANADA: That consists of hearsay.

8 MS. HERNANDEZ: -- customers. Well, that
9 goes to --

10 JUDGE FEWELL: Hold on. Go ahead, Ms.
11 Hernandez.

12 MS. HERNANDEZ: It goes to her knowledge
13 of the substance to what she's testifying to and her
14 understanding of the billing process and the bills
15 that are issued to customers.

16 MS. CANADA: But the reason, your Honor,
17 for our objection is that we don't have anyone on our
18 side to be able to verify that the information that
19 she's saying the way that it is being presented is
20 accurate for all of our understanding. The only
21 person who understands what's being presented is Ms.
22 Krcmar.

23 JUDGE FEWELL: I'm going to overrule the
24 objection. But I think -- again, keep in mind that
25 you can cross-examine her whenever it's your turn to

1 cross-examine and you can question about the concerns
2 you have.

3 MS. CANADA: That's fine, your Honor.

4 JUDGE FEWELL: You may proceed.

5 BY: MS. HERNANDEZ

6 Q. Were you finished with your response?

7 **A. I believe so.**

8 Q. Okay. And in all of the bills in
9 Exhibit 100 there's a -- an area in the top left-hand
10 corner that states current detail for the statement
11 and then there's a listing for additional charges.
12 Do you see -- do you see that?

13 **A. Yes.**

14 Q. Okay. What types of things are
15 included in that category in terms of additional
16 charges?

17 **A. Additional charges could be things**
18 **such as an overpayment of an account, so a credit**
19 **that transferred over from the previous months' bill,**
20 **a transferred amount. Certain late payment charges**
21 **could show in that category. And if I may, I do want**
22 **to point out that additional charges, the verbiage on**
23 **that as -- can include so many different things. It**
24 **can be a credit or it can be a debit. And the**
25 **verbiage for additional charges has actually been**

1 changed to additional adjust -- adjustments and that
2 was changed at the end of September 2023.

3 So I just wanted to kind of keep that in
4 mind because there have been times that a credit
5 shows in the additional -- what used to be called the
6 additional charges section and even though there was
7 a little negative in front of it that showed it was a
8 credit we wanted to make sure that it was clear to
9 our customers that this is not necessarily a charge,
10 it could be a credit. So the words -- changing the
11 verbiage from additional charges to additional
12 adjustments has been a way that we've been able to
13 clarify that part.

14 MR. CLARK: Objection. She's
15 contradicting herself now. You should inform your
16 customers what that really means ahead of time.

17 MS. CANADA: And our bills do still say
18 additional charges.

19 JUDGE FEWELL: Okay. I'm going to
20 overrule the objection. You may proceed.

21 BY: MS. HERNANDEZ

22 Q. If you could --

23 MS. CANADA: (Inaudible).

24 BY: MS. HERNANDEZ

25 Q. -- now go to Exhibit -- what's been

1 marked as Exhibit 101C.

2 A. I'm sorry. What is that? Oh, I see.
3 I've got it. Thank you.

4 Q. And do you recognize this document?

5 A. I do.

6 Q. Okay. And what is this document?

7 A. This is my response that I -- that I
8 created for response to one of the data requests in
9 this case received from Staff, Data Request Number 5.
10 And it was asking for the payment history for the
11 accounts, the Complainants' accounts for both
12 addresses, the address on Spruce and the address on
13 Waldorf from January 21 to date, which was submitted
14 November 2nd. So it was through October then.

15 Q. And then the information that is
16 provided in response, where did you gather that
17 information from?

18 A. So I gathered this information
19 directly from our customer accounting system, which
20 like I mentioned earlier we refer to as CSS as a
21 listing of all of the payments, the payment dates,
22 the dates that they were posted to the account, the
23 amounts, and then where the payment was made or how
24 it came into our company.

25 Q. All right. And the payments to CSS,

1 is that a normal business record that's maintained by
2 Ameren Missouri?

3 **A. Yes, it is.**

4 Q. Okay. And is this your response, is
5 that an accurate copy of the business record that is
6 maintained by Ameren Missouri?

7 **A. It is, yes.**

8 MS. HERNANDEZ: Okay. With that
9 foundation, I'd like to offer Exhibit 101C into the
10 record.

11 JUDGE FEWELL: Are there any objections to
12 admitting 101C, the account -- payment history?

13 MR. CLARK: Yes.

14 MS. CANADA: Yes. It is inaccurate.
15 There are several spots on that document that are not
16 showing correctly and it's not even in the right
17 column and it's missing payment information as well.

18 JUDGE FEWELL: What's Ameren's response?

19 MS. HERNANDEZ: I mean, my response would
20 be that it -- one, I'm not sure what their objection
21 is but it sounds like they're just -- they're
22 questioning the information which may be more proper
23 on cross-examination versus -- I don't know what the
24 objection is.

25 JUDGE FEWELL: I'm going to overrule it.

1 MR. CLARK: It's not (inaudible).

2 MR. PRINGLE: Just for the record, Judge,
3 no objection from Staff.

4 JUDGE FEWELL: Thank you, Mr. Pringle.

5 MS. HERNANDEZ: All right. So 101, Judge,
6 has been entered?

7 JUDGE FEWELL: Yes, I'm sorry.

8 MS. HERNANDEZ: Admitted?

9 JUDGE FEWELL: 101 has been admitted.
10 101C.

11 MS. HERNANDEZ: Thank you.

12 BY: MS. HERNANDEZ

13 Q. All right. So if we could stay on
14 101C. I want to ask you. There's a column to the
15 far left that has a date for each payment. Can you
16 explain like what -- how Ameren comes to the date
17 that's in each of those payments?

18 A. So this is the date that the payment
19 actually posted to the account. Which there may be
20 times that they're -- depending on how the customer
21 makes the payment there's generally a delay in the
22 time from the timing from when the customer makes the
23 payment until it actually posts to the account.
24 Obviously there's time needed for processing within
25 our treasury and our vendor that processes our

1 payments for us.

2 So for example, if a customer mails in a
3 payment on the first of the month it likely won't
4 post to the account until maybe the 7th, 8th, or 9th
5 of the month. So this is the actual date that the
6 payment posted. It may be different from the date
7 that the customer -- the customer may have made that
8 payment a day or two earlier. So -- and for energy
9 assistance payments that date -- that payment could
10 have actually been pledged by the agency a month or
11 two in advance but not posted to the account until we
12 actually received the payment and it's physically
13 applied in the system.

14 Q. So the dates that a customer
15 maintains a payment was made maybe different than the
16 date that Ameren posts the payment to the account?

17 A. That is correct.

18 Q. Okay.

19 MS. CANADA: Objection to that. Even if
20 it's not posting to the payment it should still be
21 applied to it. So you're saying that it's not
22 reflecting by the date that a person might have sent
23 it in but it's still applied. Even if we're not
24 seeing it it's still been applied?

25 JUDGE FEWELL: I still think this should

1 probably be covered in cross-examination. So I'm
2 going to overrule that objection.

3 MS. CANADA: I apologize, Judge.

4 JUDGE FEWELL: You're okay.

5 MS. CANADA: I'm just speaking. Okay.

6 JUDGE FEWELL: Might make note when you
7 have questions that you want to ask.

8 MS. CANADA: Yeah. I definitely am.
9 Thank you.

10 JUDGE FEWELL: You may proceed.

11 MS. HERNANDEZ: Thank you.

12 BY: MS. HERNANDEZ

13 Q. If you could look at Exhibit 102C.

14 A. Yes.

15 Q. And what is this document?

16 A. So this -- these are account activity
17 statements for both of the accounts in question here,
18 the Spruce account as well as the current account on
19 Waldorf. So this is the account activity statement
20 which is created and generated directly from our CSS,
21 customer service system. So you put in the dates of
22 service and it generates this statement which
23 reflects all of the billing information related to an
24 account, the type of transaction, the billing period,
25 charges, payments, the total balance, previous

1 **balance, due date, the usage of the bill in question.**

2 **It includes all kinds of billing information.**

3 Q. All right. And is this account
4 activity statement a record that is kept in the
5 normal business of Ameren Missouri?

6 **A. Yes.**

7 Q. And is this an accurate copy of the
8 business record held by Ameren Missouri?

9 **A. Yes.**

10 MS. HERNANDEZ: And with that, I would
11 offer Exhibit 102C into the record.

12 JUDGE FEWELL: Are there any objections to
13 offer -- to admitting Exhibit 102C, the account
14 activity log?

15 MR. PRINGLE: No objection from Staff,
16 Judge, thank you.

17 MS. CANADA: We're just wond -- we're
18 trying to pull up the information. I'm sure you saw
19 us trying to get to that. What are the dates that
20 she has for that activity statement ending? That's
21 the only thing. We have one pulled up in front of us
22 but we're just trying to make sure it's the same one
23 'cause I can't find it in that information that she
24 sent by that -- by Exhibit 108. I just wanted to
25 know the date that it ended on, that one she's

1 looking at.

2 JUDGE FEWELL: Sure. It's 102C the
3 account activity statement in that email from
4 yesterday from Ms. Hernandez. The last date is
5 July 13th, 2023 for a transfer of a debit and then --
6 it's a four page document.

7 MS. HERNANDEZ: Right. Judge, and I would
8 just add on that that's -- the last page, Page 4,
9 then continues with their account history at the
10 second address, the Waldorf address through
11 October 24th, 2023.

12 JUDGE FEWELL: Correct. Sorry. I didn't
13 notice the fourth page. So that goes down to -- as
14 Ms. Hernandez said, to October 20th, 2023 on Page 4.

15 MS. CANADA: Okay. I am looking -- okay.
16 I'm not actually looking at the one that you all are.
17 I apologize, you all, I am legally blind. I'm
18 pulling up the one that I have. But the date on --
19 the 10-24-23 date is the same on this activity
20 statement that we were sent and is in our evidence as
21 well. So I'll just look at this one as she speaks on
22 it. If that's okay.

23 JUDGE FEWELL: So are you objecting or no
24 objection?

25 MS. CANADA: Well, no. I'll just save it

1 for cross, if that's okay.

2 JUDGE FEWELL: And you are -- you are
3 sharing your screen right now. You may want to stop
4 that because this is a live screen.

5 MS. CANADA: Yes. Let me see here. Okay.
6 Are we back to not sharing at this point?

7 JUDGE FEWELL: Yeah. You have removed it.
8 Thank you.

9 MS. CANADA: Thank you. Thank you.
10 Wasn't aware. Thank you.

11 JUDGE FEWELL: I believe no -- sorry, did
12 you say you were not objecting?

13 MS. CANADA: No. I'll be saving it for
14 cross. Thank you.

15 JUDGE FEWELL: Okay.

16 MS. HERNANDEZ: So 102 is admitted, Judge?

17 JUDGE FEWELL: Mr. Pringle, did you say no
18 objection as well?

19 MR. PRINGLE: That is correct, Judge. No
20 objection from Staff. Thank you.

21 JUDGE FEWELL: Yes. It is admitted.

22 MS. HERNANDEZ: Okay. Thank you.

23 BY: MS. HERNANDEZ

24 Q. So let me ask you. In terms of this
25 account activity statement, would each of the

1 Complainants' payments received by Ameren Missouri be
2 recorded on this document?

3 **A. Yes, they are.**

4 Q. Okay. And the usage from each bill
5 is recorded on this document as well?

6 **A. Yes.**

7 MS. CANADA: No. I'm missing a payment on
8 this form. I would have to object to this. I'm
9 noticing that there's a payment that is missing from
10 this document.

11 JUDGE FEWELL: You'll need to address that
12 in cross.

13 MS. CANADA: Okay.

14 JUDGE FEWELL: The document has been
15 admitted.

16 MS. CANADA: Okay. Okay. I'm sorry.

17 JUDGE FEWELL: You're okay.

18 BY: MS. HERNANDEZ

19 Q. If you would look at Exhibit 103C,
20 please?

21 **A. Yes.**

22 Q. All right. And do you recognize
23 these entries?

24 **A. I do, yes.**

25 Q. What are these entries on this

1 document?

2 **A.** So within our billing account system,
3 CSS, any time there is any type of interaction with a
4 customer, whether it be on a phone call, through many
5 -- through a batch process which means that something
6 is sent automatically through the system, any type of
7 account interaction is captured in what we call
8 account contacts. And these are account contacts
9 that were generated and entered onto the accounts for
10 -- for the Complainant.

11 **Q.** And are these account entries kept in
12 the normal business practices of Ameren Missouri?

13 **A.** **Yes.**

14 **Q.** And these entries that are shown on
15 Exhibit 103, are they correct copies of the customer
16 account entries?

17 **A.** **Yes.**

18 **MS. HERNANDEZ:** With that, I would offer
19 Exhibit 103C into the record.

20 **JUDGE FEWELL:** I'd like to ask, did the
21 court reporter hear what was just stated? We did not
22 hear in hearing room.

23 **MR. PRINGLE:** Yeah. I also missed all of
24 that, Judge. We were disconnected for a second
25 there.

1 MS. CANADA: Same here, same here.

2 JUDGE FEWELL: So if you could repeat it.
3 Sorry.

4 MS. HERNANDEZ: Yeah. When did it trial
5 off?

6 JUDGE FEWELL: I think we got to -- there
7 was a list of documents -- of contacts. I don't
8 think we got much further than that.

9 MS. HERNANDEZ: Okay.

10 MR. PRINGLE: The only thing I heard,
11 Jennifer, was when Ms. Krcmar said she recognized the
12 document.

13 MS. CANADA: Yeah.

14 JUDGE FEWELL: Right.

15 MS. HERNANDEZ: Oh, okay. All right. And
16 she -- after that question she explained what the
17 document was.

18 BY: MS. HERNANDEZ

19 Q. So I'll just ask her again, can you
20 explain what this document is?

21 **A. Sure. These are contacts that were**
22 **left on both the Waldorf and the Spruce accounts that**
23 **are related to the sending of Medical Equipment**
24 **Registry paperwork to the customers as well as**
25 **documents -- or contacts that were left on the**

1 **accounts related to the rate options.**

2 MS. CANADA: And where do we --

3 **THE WITNESS: So --**

4 MR. CLARK: (Inaudible).

5 MS. CANADA: No. I'm just --

6 MS. HERNANDEZ: It would be Exhibit 103C.

7 JUDGE FEWELL: Yeah. It's Exhibit 103C is
8 what we're discussing.

9 MS. CANADA: Okay. 103C.

10 BY: MS. HERNANDEZ

11 Q. And are each of those account
12 entries, are those maintained in the normal practice
13 of Ameren Missouri?

14 **A. Yes, they are.**

15 Q. And are each of those account
16 entries --

17 MR. CLARK: We saved it.

18 BY: MS. HERNANDEZ

19 Q. -- listed in -- listed in
20 Exhibit 103C, are those accurate copies of the
21 account entries held by Ameren Missouri?

22 **A. Yes.**

23 MS. HERNANDEZ: Okay. With that I would
24 offer Exhibit 103C into the record.

25 JUDGE FEWELL: Are there any objections to

1 103C being admitted to the record as a contact log?

2 MR. PRINGLE: No objection from Staff,
3 Judge. Thank you.

4 MS. CANADA: We are still trying to locate
5 it in this email. I'm sorry.

6 JUDGE FEWELL: You're okay. It is three
7 pages.

8 MS. CANADA: It does not -- let me just
9 kind of let you know. On our email it's just
10 strictly showing, for like the word Exhibit, EXH then
11 it will show 1-0 then give us the letter. So we're
12 literally having to click every one of them to find
13 the right one that you guys are discussing -- are
14 looking at at that time.

15 MR. CLARK: (Inaudible).

16 MS. CANADA: Yeah.

17 MR. CLARK: You got to bear with us.

18 MS. CANADA: So I'm trying to pull them up
19 as she's mentioning them. But they've been shortened
20 so I can't see the entire words. I apologize for
21 that.

22 JUDGE FEWELL: I believe it's the fourth
23 PDF that's been attached. I don't know if that --

24 MR. CLARK: It's the fourth one down.

25 JUDGE FEWELL: -- correlates for everyone

1 but that's how it is for me, it's the fourth PDF.

2 MS. CANADA: Okay. Let's see if that
3 works. Yes. That did work, your Honor. Thank you.
4 Thank you. Thank you. Thank you. Okay. And just
5 so I understand correctly, Jennifer, there -- from
6 here it would be 104, 105, after this 103, the fourth
7 one down; is that correct? As far as --

8 JUDGE FEWELL: 104 is an audio recording
9 and then 105 and 106 are the other two PDFs.

10 MS. CANADA: Okay, okay.

11 MR. CLARK: And what is --

12 MS. CANADA: Yes. Could you repeat what
13 this one is now that we've found it?

14 MR. CLARK: 'Cause this is my first time
15 ever seeing this.

16 MS. CANADA: Yeah. We never seen --

17 MS. HERNANDEZ: This is Exhibit 103C. It
18 is a record maintained by Ameren Missouri of all the
19 customer contacts or other information that's kept
20 with the customer account.

21 MR. CLARK: It's a lot of them, huh? It's
22 a lot of them.

23 MS. CANADA: We don't have a problem with
24 the --

25 MR. CLARK: It's going to be (inaudible).

1 MS. CANADA: We've never seen it before
2 today but, yes, we don't have a problem.

3 MR. CLARK: It should be more.

4 JUDGE FEWELL: So 103C, the contact logs,
5 are being admitted.

6 MS. CANADA: Yeah.

7 MR. CLARK: There should be more than
8 that. It should be more than that. It should be
9 more than that.

10 MS. CANADA: We'll ask on cross if this is
11 all.

12 MR. CLARK: Yeah. We can contact
13 (inaudible).

14 JUDGE FEWELL: You may proceed, Counsel.

15 MS. HERNANDEZ: All right. Thank you.

16 MR. CLARK: (Inaudible).

17 BY: MS. HERNANDEZ

18 Q. Can you refer to Page 3. There's an
19 entry at the bottom that appears September 19th,
20 2021?

21 **A. Yes.**

22 Q. Okay. And what is that entry
23 recording?

24 **A. That is recording TOU, stands for**
25 **time of use. So it says time of use communications.**

1 This was a system generated contact which is --
2 system is the all caps, italicized at the bottom,
3 that indicates how this information was added to the
4 account records. And the customer, since they
5 started their service September 1st, we do mail new
6 customers that are defaulted to the Evening/Morning
7 Savers time of use rate, we mail them an education
8 advising -- explaining the rate that they're on.
9 They're a new move-in. And I think it was mentioned
10 earlier this morning that we do default customers who
11 move into a residence where there is already an AMI,
12 or smart meter, we default them to the smallest time
13 of use rate which is the Evening/Morning Savers. So
14 this simply states that on September 19th of '21, you
15 know, several weeks after the customer moved in and
16 started new service, we mailed them rate education
17 advising that you are on this Evening/Morning Savers
18 rate, you can access information for all of the rate
19 options and make any different choice that you would
20 like to make.

21 Q. All right.

22 MS. HERNANDEZ: Judge, I would ask the
23 Commission to take judicial notice of its stipulation
24 and agreement in Case Number ER-2019-0335 as well as
25 the order granting variance in Case Number

1 EE-2021-0103.

2 JUDGE FEWELL: Are there any objections to
3 the Commission taking official notice of those cases?

4 MR. PRINGLE: No stipulations.

5 MS. CANADA: Yes. We object. We had no
6 knowledge of that.

7 MR. CLARK: We haven't received it. We
8 haven't -- we don't even have that at all. At all.
9 (Inaudible).

10 JUDGE FEWELL: Well, it's --

11 MS. HERNANDEZ: I'm just --

12 JUDGE FEWELL: Go ahead.

13 MS. HERNANDEZ: Sorry.

14 MR. CLARK: I'm trying to understand like
15 -- we never even saw this at all.

16 MS. CANADA: Or the relevance of --

17 MR. CLARK: Of the case. We never saw
18 this at all. This is our first time ever having any
19 kind of knowledge of this statement right here.

20 MS. CANADA: Yes.

21 MR. CLARK: This form, this document,
22 period. Even in word of mouth.

23 JUDGE FEWELL: Ms. Hernandez, you can
24 respond, if you'd like.

25 MS. HERNANDEZ: I'm asking the Commission

1 to take judicial notice of a public record that's in
2 its -- the Commission's records from each of those
3 cases.

4 JUDGE FEWELL: I'm going to overrule the
5 objection.

6 MS. CANADA: Okay. Of these -- okay.
7 That's what we were trying to understand. We
8 couldn't -- we couldn't make out what she was
9 referring to. No, he's talking about these right
10 here.

11 MR. CLARK: Oh.

12 MS. CANADA: 'Cause they're from other --
13 okay. No. We don't have an objection. I apologize.

14 JUDGE FEWELL: Okay.

15 MR. PRINGLE: And no objection from Staff,
16 Judge.

17 MS. CANADA: See, this is all -- has
18 nothing to do with this.

19 MR. CLARK: Okay.

20 JUDGE FEWELL: We'll take judicial notice
21 of those case numbers -- of the stipulations in those
22 cases.

23 MS. HERNANDEZ: Okay. And -- well, the ER
24 case is a stipulation, the EE case would be an order
25 granting variance.

1 JUDGE FEWELL: Thank you. Yeah.

2 MS. HERNANDEZ: All right.

3 BY: MS. HERNANDEZ

4 Q. Going back to Exhibit 103. You were
5 talking about the time of use communication that was
6 sent to the Complainants.

7 A. Yes.

8 Q. Did the Complainants contact Ameren
9 Missouri at any point in time to request a different
10 rate structure?

11 A. From my recollection, the only
12 request from the customer to change their rate and
13 that would -- the request was received August 25th of
14 '23 where the customer, Ms. Canada, mentioned that
15 she did want to change from the Evening/Morning
16 Savers to the Anytime Users, the base flat rate. So
17 yes, that was requested in August of '23.

18 Q. And prior to August 2023, what rate
19 were they on?

20 A. They were on the Evening/Morning
21 Savers rate, which is our smallest -- the lowest
22 incremental time of use rate that we have offered to
23 our customers who have a smart meter, or AMI meter.
24 So they were on Evening/Morning Savers.

25 MS. CANADA: Objection. We have no -- we

1 had no knowledge of what rate we were on when I
2 requested that rate to be changed around the billing.
3 I found from an outside source. Ameren never made us
4 aware we even had an option of a payment plan.
5 That's what we were -- I thought you were referring
6 to when you asked the traditional, that. We never
7 were informed of any payment plans or rate -- well,
8 not payment plan like an agreement but there was not
9 rate --

10 MR. CLARK: We didn't have no --

11 MS. CANADA: -- given to us. We were
12 informed of that by an ex-Ameren employee that there
13 was a choice.

14 MR. CLARK: (Inaudible).

15 MS. CANADA: Never was there ever any
16 choice given.

17 JUDGE FEWELL: I'm going to overrule that
18 objection. It's another thing to maybe address in
19 cross.

20 MS. CANADA: That's fine. That's fine.

21 MR. CLARK: That's cool. (Inaudible).

22 MS. CANADA: That's another set of
23 information.

24 MR. CLARK: Let them do that, (Inaudible).

25 BY: MS. HERNANDEZ

1 Q. Okay. Exhibit 103. Can you look at
2 that document and can you explain to the Commission
3 when the -- when the customer requested the Medical
4 Equipment Registry information?

5 A. I can. So on August 29th of 2022,
6 which would be shown on Page 36 of the exhibit, there
7 a contact made. It was issued by batch process. It
8 says M-E-R, which is our internal lingo for Medical
9 Equipment Registry. So MER equipment initial letter
10 sent. So at that point you can see in all three of
11 those contacts that were made on August 29th of 2022,
12 you know, medical equipment pending, there was a
13 start date, the equipment listed breathing machine,
14 patient Aquilla Canada. And at that point we mailed
15 out Medical Equipment Registry paperwork to the
16 customer, we sent that paperwork out that needed to
17 be completed by a physician and returned to us in
18 order for us to actually enroll the account in the
19 Medical Equipment Registry. And if you want me to
20 kind of continue on, I can.

21 Q. Yes, please. Go through all those.

22 A. So on September 15th of 2022 you can
23 see that there was an account contact listed that we
24 were mailing another Medical Equipment Registry form.
25 We had not received anything returned to us at this

1 point. And so the medical equipment was still
2 pending at this point because we had not received the
3 physician's information back in order to confirm the
4 equipment and actually --

5 MS. CANADA: Objection. We have no
6 control over what -- when or where -- that's why you
7 had to give us more than one 'cause we were trying to
8 get that information to you.

9 MR. CLARK: We have no control.

10 MS. CANADA: We have no control after we
11 submit it to our doctor of when it returns at all.
12 We were told by the doctor that they were going to
13 send that in. We had no control once we sent it in
14 to the doctor.

15 MR. CLARK: It's hearsay.

16 MS. CANADA: And walked it into the doctor
17 as well.

18 JUDGE FEWELL: I'm going to overrule the
19 objection.

20 BY: MS. HERNANDEZ

21 Q. If you can continue.

22 A. Sure. So there's a contact left on
23 October 17th of 2022 that there was a reminder letter
24 sent out. And I understand that we -- you know, if
25 we are not able to receive information back from a

1 physician we just send out a reminder that, you know,
2 we're still waiting for this to be returned.
3 October 31st of 2022 you can see a contact that says
4 the medical equipment expired. And that basically
5 means that the -- that the pending request for
6 enrollment in the Medical Equipment Registry did
7 expire because we did not receive any -- anything in
8 return.

9 So we move back -- if you forward to
10 January 3rd of 2023, the customer again requested --
11 Ms. Canada requested Medical Equipment Registry
12 paperwork. So we resent this as well on January 3rd
13 of 2023. It was not received. And you can see -- in
14 regards to the Medical Equipment Registry -- so at
15 this point the account obviously has not yet been
16 enrolled in the registry because we haven't received
17 the correct physician paperwork back.

18 So in September and October of 2023 we --
19 there are contacts left that we again mailed the
20 Medical Equipment Registry forms to Ms. Canada and
21 Mr. Clark's email addresses. But this does reflect
22 the attempts that we -- the company made to assist
23 the customer in getting enrolled in the Medical
24 Equipment Registry.

25 Q. And were there any other contacts

1 regarding the Medical Equipment Registry after the
2 January 23rd, 2023?

3 **A. What I mentioned on Page 1 of the**
4 **exhibit. In September of 2023 we sent the Medical**
5 **Equipment Registry forms and then again October 25th**
6 **of 2023 we also sent those.**

7 Q. Okay. And has Ameren Missouri
8 received any of those Medical Equipment Registry
9 forms back from Complainants?

10 **A. We have not.**

11 Q. Or from the Complainants' physicians
12 I should ask?

13 **A. No, we haven't.**

14 Q. Okay. Let's see. If we could go to
15 Exhibit 105.

16 JUDGE FEWELL: Actually, are the parties
17 comfortable taking a 10 minute break and recessing
18 until 11:10? I'm sorry. This went a little longer
19 than I was hoping to get a break in. Is that okay
20 with everyone?

21 MR. PRINGLE: Fine with Staff.

22 MS. HERNANDEZ: Certainly.

23 MR. CLARK: We have time to --

24 MS. CANADA: Yes, that's fine with us as
25 well. We were in the middle of trying to get

1 something together. So that's fine with us as well,
2 Judge. How do we --

3 MR. CLARK: And do they want me to send a
4 picture of my CPAP machine and the document that I
5 got it right here?

6 MS. CANADA: He was asking if at this time
7 we could send in a photograph of his CPAP machine.

8 JUDGE FEWELL: If you can -- if you have
9 exhibits, you can try to email them to that thread we
10 had yesterday. I think it has all the parties on it.

11 MS. CANADA: Okay.

12 JUDGE FEWELL: If you're able to do so.
13 That may be --

14 MR. CLARK: -- (inaudible) technology for
15 real, man. So, you know, that's why it's difficult
16 for us.

17 MS. CANADA: Yeah. We apologize for that.
18 But okay, we're fine with the recess. Actually, is
19 there anyway, Judge, if it's okay, we could reconvene
20 at 11:30 just so we could have enough time to get all
21 this information over to you? Or at least an extra
22 five minutes or so?

23 JUDGE FEWELL: All right. How about
24 11:15?

25 MS. CANADA: That sounds good. That

1 sounds good.

2 JUDGE FEWELL: All right. We'll go off
3 the record.

4 MS. HERNANDEZ: Thank you.

5 (At this point in the proceedings, a short
6 recess was taken.)

7 JUDGE FEWELL: It is 11:15 a.m. and we'll
8 be back on the record. And Ameren Missouri, you may
9 continue.

10 MS. HERNANDEZ: Thank you, Judge. I'm
11 going to skip around exhibits a little bit. I'm
12 getting some feedback, is that us?

13 JUDGE FEWELL: I don't hear it anymore. I
14 did though.

15 MS. HERNANDEZ: Okay. If we can -- if I
16 can ask the witness to go to Exhibit 106C. We'll
17 keep going.

18 MS. CANADA: Jennifer, I hear it as well.
19 Feedback.

20 MS. HERNANDEZ: Okay. We're trying to
21 adjust our volume. Let me know if it becomes where
22 you can't hear me or the responses.

23 JUDGE FEWELL: Sure.

24 BY: MS. HERNANDEZ

25 Q. All right. Do you have Exhibit 106C,

1 what's been marked --

2 **A. Yes.**

3 Q. -- as Exhibit 106C. Okay. And what
4 is this document?

5 **A. So this is the Medical Equipment**
6 **Registry application that can be sent to customers**
7 **via email or regular hardcopy mail. It has to be**
8 **completed with customer information and a provider**
9 **statement before we can enroll an account in the**
10 **Medical Equipment Registry.**

11 Q. All right. And is this application
12 form kept in the normal business practices of Ameren
13 Missouri?

14 **A. Yes, it is.**

15 Q. And is this an accurate copy of that
16 business record?

17 **A. Yes.**

18 Q. With -- and --

19 MS. HERNANDEZ: With that, I would offer
20 Exhibit 106C into the record.

21 JUDGE FEWELL: Are there any objections to
22 admitting 106C? It is the -- I don't think this is
23 confidential, I think it's just 106.

24 MS. HERNANDEZ: It is public, I'm sorry.

25 JUDGE FEWELL: Yeah. The Medical

1 Equipment Registry application. And I don't know if
2 the Complainants were able to see that. That's the
3 last of the PDFs that were in that email.

4 MS. CANADA: I'm going to it now to see if
5 we can --

6 JUDGE FEWELL: Sure.

7 MR. CLARK: I'm asthmatic too, let them
8 know that. I got that machine too.

9 MS. CANADA: Oh. And I was able to send
10 that information. I was only able to send it to
11 Travis and Emily. So I just wanted to make sure I
12 said that. I'm trying to open it now. Come on.
13 Open it. Okay. Let's try that. Our last file is a
14 recording. I tried to find the PDF one. Okay. I
15 think I have it here. Okay.

16 MR. PRINGLE: Yeah. Ms. Canada, this is
17 Travis Pringle from Staff. If there was an email
18 sent to me, I haven't seen it yet.

19 MS. CANADA: Oh. I've sent you about
20 three or four. Okay. Just let me know if it comes
21 through. I'm not sure what's going on or why it does
22 not -- okay. I do see this medical equipment form.
23 What are we looking at this on, I'm sorry?

24 JUDGE FEWELL: Did you want to object to
25 it being admitted it on the record?

1 MS. CANADA: No.

2 MR. CLARK: (Inaudible).

3 JUDGE FEWELL: And Mr. Pringle, did you
4 have any objections?

5 MR. PRINGLE: No objection, Judge. Thank
6 you.

7 JUDGE FEWELL: Okay. So Exhibit 106, the
8 Medical Equipment Registry application, is admitted.

9 MS. CANADA: He's saying he's not getting
10 my emails.

11 MS. HERNANDEZ: All right. Thank you,
12 Judge. And earlier when we were --

13 JUDGE FEWELL: Hold on. If the parties
14 can mute themselves if they're not speaking.

15 MS. CANADA: Go ahead.

16 JUDGE FEWELL: You may proceed.

17 MS. HERNANDEZ: Thank you.

18 BY: MS. HERNANDEZ

19 Q. Earlier Ms. Krcmar, when we were
20 going over Exhibit 103, you were discussing some
21 entries that mentioned a Medical Equipment Registry
22 form being sent to the Complainants, --

23 **A. Yes.**

24 Q. -- do you recall? Is this the form
25 that was sent to the Complainants?

1 **A. Yes.**

2 Q. Let me ask that question again just
3 to be clear. Exhibit 106P, that was the form that
4 was sent to the Complainants?

5 **A. Yes. Medical Equipment Registry**
6 **application, correct.**

7 Q. Thank you. Just wanted to clarify.
8 If we could go to Exhibit 105C now.

9 **A. Okay.**

10 Q. You have that in front of you?

11 **A. I do.**

12 Q. What is this document?

13 JUDGE FEWELL: For the Complainant, --
14 sorry. This is the fifth PDF, if you can't see the
15 numbers, so that you have it.

16 MS. CANADA: Thank you. Thank you.

17 BY: MS. HERNANDEZ

18 Q. All right. And what is this
19 document?

20 **A. These are copies of the August 22nd,**
21 **2023 and the September 21st, 2023 disconnection for**
22 **nonpayment notices that were mailed to Mr. Clark.**

23 Q. All right. And are these disconnect
24 notices business records that Ameren holds in its
25 normal practice?

1 **A. Yes.**

2 Q. Are these accurate copies of the
3 disconnect notices that are held by Ameren?

4 **A. Yes, they are.**

5 MS. HERNANDEZ: All right. With that, I'd
6 offer Exhibit 105C for the record.

7 JUDGE FEWELL: Okay. Are there any
8 objections to 105C being admitted?

9 MR. PRINGLE: Not from Staff, Judge.
10 Thank you.

11 MS. CANADA: I'm just now clicking to
12 105C. I was unable to look at the last one, I
13 apologize. But I'm looking at it now. And if you
14 can help me out, what is this document exactly?
15 Okay. Okay. No. This is the first bill that we did
16 receive. So okay. I don't have a problem with this.
17 I have this in my evidence as well.

18 JUDGE FEWELL: Okay. So 105C is being
19 admitted on the record as the disconnect notices.
20 You may proceed, Counsel.

21 MS. HERNANDEZ: Thank you.

22 BY: MS. HERNANDEZ

23 Q. All right. The first disconnect
24 notice that's in Exhibit 105C. What is that
25 disconnect -- why was that disconnect notice sent to

1 Complainants?

2 A. So the disconnection notice includes
3 information. In the first pink rectangular box about
4 a third of the way down the page it indicates that
5 the utility service will be interrupted after
6 September 1st for the reason of, the first box is
7 checked, past due balance. So there's also some
8 additional information, it shows the amount due is
9 154.59. That was the past due balance at that time.
10 And that payment was needed to be received by
11 September 1st of 2023 to avoid interruption of
12 service which would occur as soon as the 2nd, the
13 next day. Without looking at a calendar I'm assuming
14 -- as long as that was a weekday, a business day.

15 Q. All right. And was -- were the
16 Complainants subject to disconnection when they filed
17 their informal complaint with the Commission?

18 A. Yes. We did receive a formal
19 complaint -- or I'm sorry, an informal complaint was
20 received from the staff consumer services team on, if
21 I remember correctly, August 29th. So at that point
22 they were subject for disconnection at the time that
23 this informal complaint was filed, yes.

24 Q. And were Complainants disconnected?

25 A. They were not. Due to the pendency

1 of the informal complaint case investigation we were
2 gathering information to provide to Staff and for
3 Staff to investigate. We did remove the account
4 from --

5 MS. CANADA: Objection. A payment was
6 made, that's why the disconnect did not happen.
7 That's why the disconnect did not happen.

8 JUDGE FEWELL: I'm going to overrule the
9 objection. That should be saved for cross.

10 BY: MS. HERNANDEZ

11 Q. Go ahead.

12 A. So we did remove the account from
13 threat of disruption, regardless of whether or not a
14 payment was made. To allow time for Staff to make
15 their investigation we removed the account from
16 collections.

17 Q. Okay. And then turning to Page 3 of
18 Exhibit 105C.

19 A. Yes.

20 Q. This disconnect notice. What was
21 this disconnect notice sent to Complainants for?

22 A. This notice was mailed on
23 September 21st. And this was for the past due
24 balance of \$311.49.

25 Q. And were the Complainants subject to

1 disconnection when they filed the formal complaint?

2 **A. Yes.**

3 Q. And once the formal complaint was
4 filed, what did Ameren Missouri do to Complainants'
5 account?

6 **A. So since the amount --**

7 MS. CANADA: Objection.

8 **THE WITNESS: -- was in dispute the formal**
9 **complaint --**

10 JUDGE FEWELL: Hold on, Ms. Krcmar.
11 What's the objection, Ms. Canada?

12 MS. CANADA: The objection. The
13 information that she's stating is incorrect. She
14 just stated that the formal complaint was filed at
15 the same time that the disconnect was sent. That was
16 when they went through. I guess you all processed
17 them. That dates that she's giving are not the dates
18 that are actually filed, neither one of them are. So
19 that's incorrect information. Those dates are --
20 those are dates I guess it got processed. I'm not
21 sure. But those weren't the dates it was filed on.

22 JUDGE FEWELL: I'm going to overrule that
23 objection. And you can save that for cross. You may
24 proceed.

25 BY: MS. HERNANDEZ

1 Q. Go ahead.

2 A. Thank you. So the amount in dispute
3 when the customers -- or the Complainants filed their
4 formal complaint was \$311.49. So what we did was we
5 suspended those charges. So it basically pulls it
6 away from any amounts that are currently due or
7 before collection action can be taken on them. That
8 311.49 will be -- has continued to be suspended
9 during the pendency during this formal complaint
10 proceeding. So that clearly took the account out of
11 threat of interruption after October 3rd since we
12 suspended the 311.49.

13 Q. Okay. And are any of the
14 disconnection notices in 105C within the Cold Weather
15 Rule period?

16 A. No.

17 Q. In regard to the Cold Weather Rule,
18 can you explain the registry process for elderly or
19 disabled customers?

20 A. So there is a special section within
21 the Commission's Cold Weather Rule that allows for
22 low income, disabled, or elderly customers to
23 register with their utility under this Cold Weather
24 Rule registry which allows for additional
25 notifications if the account were to be subject to

1 disconnection. It also allows for some different
2 payment arrangement options that would not be
3 available to customers that are not enrolled in the
4 registry. And Ameren Missouri has a wide -- wide
5 range of options, energy assistance options, health
6 and safety options available to our customers and our
7 Caring Contact program is one of those options. And
8 the Caring Contact program allows for customers to
9 become enrolled in a third-party notification
10 registry which is -- satisfies the requirements in
11 the Cold Weather Rule for that particular low income,
12 elderly, or disabled registry. And so we do offer a
13 Caring Contact program to customers to fulfill that
14 requirement.

15 Q. And did the Complainants register
16 under the Caring Contact program?

17 A. No.

18 Q. And is the Caring Contact program
19 different than the Medical Equipment Registry
20 application?

21 A. Yes.

22 Q. How so?

23 A. So our Medical Equipment Registry,
24 which -- since we did include this as Exhibit 106,
25 this -- being enrolled in our Medical Equipment

1 Registry allows customers -- their accounts to be
2 coded as such and they will then receive advanced
3 notice of planned outages so they can make alternate
4 arrangements. For example, if we were planning to do
5 some work in the area and the service was going to be
6 out for eight hours, we would want customers enrolled
7 in our Medical Equipment Registry to be made aware of
8 that so they can make alternative arrangements for
9 their equipment since they would be out of service.
10 We can never guarantee uninterrupted electric
11 service.

12 But it is clear on the application for the
13 Medical Equipment Registry that just because a
14 customer's enrolled in this program it does not
15 prevent disconnection of electrical service for
16 nonpayment. It doesn't provide any priority
17 restoration of utility service during an outage.
18 What the Medical Equipment Registry does allow for is
19 there are levels of medical equipment and if a -- the
20 equipment is considered critical we have -- there's
21 special handling of these accounts by our customer
22 advocacy team within our energy assistance group or
23 credit group that -- so -- and I'm not certain, I'm
24 not an expert on all of the different types of
25 equipment and where it falls as far as critical or

1 non-critical. But I do know that a CPAP machine is
2 not considered critical equipment because it can be
3 easily transported to another location. But there
4 would be certain equipment that's critical.

5 And if a customer enrolled in the Medical
6 Equipment Registry is coded as having critical
7 equipment then we would take certain handling to
8 ensure that if that account were to come in threat of
9 nonpayment disconnection we would do certain handling
10 and make extra efforts to -- I know that we have like
11 load limiters. Which if the account got to the point
12 where energy assistance wasn't able to help and we
13 had tried everything we could to get the account paid
14 up to date we would install perhaps a load limiter on
15 the meter which allows for a certain amount of
16 electricity to be used which could support the
17 critical medical equipment but it wouldn't be able to
18 run everything that runs in the home. So that's the
19 Medical Equipment Registry.

20 The Caring Contact program is separate
21 from the Medical Equipment Registry because it's not
22 related to medical equipment at all, it's related to
23 whether or not the customer is low income, elderly,
24 or disabled. And they have to meet certain
25 guidelines, I think it's 150 percent of the federal

1 poverty limit, they have to file an attestation
2 stating such. So it -- like I said, it's not related
3 to medical equipment though, it's related to low
4 income, elderly, or disabled.

5 Q. And you may have answered this but
6 just to be sure. The Complainants did not register
7 as elderly or disabled under the Cold Weather Rule;
8 is that correct?

9 A. That is correct.

10 Q. Okay. And even though someone is
11 registered as elderly or disabled, does that always
12 stop all disconnection processes under the Cold
13 Weather Rule?

14 A. It does not. So under the Cold
15 Weather Rule if a customer is registered low income,
16 elderly, or disabled that does not mean that we will
17 not disconnect their service during the Cold Weather
18 Rule. Which just to clarify or put it out there, the
19 Cold Weather Rule runs from November 1st through
20 March 31st of every year. And we have -- there are,
21 you know, special rules in place during this
22 timeframe. But being registered on the low income,
23 disabled, or elderly registry, which would be our
24 Caring Contact program, does not mean that we will
25 not disconnect from November 1st to March 31st what

1 it does mean is we will send extra notifications as
2 required by the rule and as covered under our
3 program.

4 Q. Thank you. Have you reviewed the
5 Staff report in this matter?

6 A. I have.

7 Q. Okay. And in the conclusions of the
8 Staff report it mentions that Staff is encouraging
9 Ameren Missouri to look at ways we could provide
10 additional information to customers regarding being
11 registered as low income or elderly and disabled
12 under the Cold Weather Rule. Do you have any --
13 well, has Ameren Missouri done anything since the
14 Staff report's been filed in terms of that
15 recommendation?

16 A. Yes.

17 Q. What have those actions been?

18 A. So I've actually reached out and had
19 several discussions with the manager of our customer
20 advocacy team, one to share Staff's suggestions and
21 think of ways that we could be more proactive on our
22 customer calls specifically within our call center to
23 -- without overstepping any customer privacy
24 concerns. That's, you know, something that we have
25 to be mindful of. We do want to look for ways where

1 we can be more mindful of identifying customers that
2 may benefit from the Caring Contact program and being
3 more proactive in the outreach. So we have already
4 had several conversations and plan to have many more
5 conversations over the next several months so
6 hopefully we can have something more definitive
7 implemented before November 1st which is the start of
8 the next Cold Weather Rule.

9 Q. Okay. I think I heard you mention
10 you have some concerns with Staff's recommendation.
11 Can you explain what your concerns are?

12 A. Well, some of the concerns would be
13 -- I mentioned overreaching. We certainly don't want
14 to pry into a customer's -- there are definitely
15 indications when an -- when one of our customer care
16 advisers is on a call with a customer -- I know there
17 is a little bit of feedback and I'm not sure what it
18 is so I apologize. There are definitely indications
19 that can be seen from viewing the account -- maybe
20 I'll move back a little bit. There's some
21 indications such as whether or not the customer has
22 received energy assistance in the past. That would
23 be an indicator that perhaps they are low income if
24 they were able to apply for and be approved for
25 energy assistance. So that would be an indicator.

1 Obviously if a customer mentions -- I
2 don't think mentioning medical equipment in and of
3 itself would be an indicator that a customer is
4 disabled for example. So that may not be the right,
5 you know, indicator to look for. But I do think that
6 there are concerns with -- we wouldn't want to ask
7 customers necessarily outright are you low come --
8 low income, elderly, or disabled so we have to just
9 be very mindful of that. And I think that's
10 something that our customer advocacy team is really
11 great at working through, coming up with ways that we
12 could both help our customers without being too
13 intrusive.

14 Q. Okay. If you could give me just a
15 minute, Ms. Krcmar, I just want to make sure I don't
16 have any more direct questions.

17 MS. HERNANDEZ: I think that's all I had
18 for direct. I'll tender the witness for
19 cross-examination but I would like to reserve
20 recalling Ms. Krcmar based on Staff's opening that
21 they were changing its recommendations or its
22 findings, I would just like to be able to recall our
23 witness based on any of the Commission's findings of
24 fact.

25 JUDGE FEWELL: Okay. That's fine. Is

1 there any cross by Staff?

2 MR. PRINGLE: Yes, Judge. Thank you.

3 EXAMINATION CONDUCTED

4 BY: MR. PRINGLE

5 Q. Good -- it's still morning. Good
6 morning, Ms. Krcmar. And do you have a copy of what
7 has been entered on the record as Exhibit 101C in
8 front of you? Hello? Do you have that, Ms. Krcmar?

9 A. Yes. Can you hear me?

10 Q. Yeah. I can hear you now.

11 A. Let me mute my computer and let her
12 turn on her audio, maybe that will help.

13 Q. Is that better?

14 A. Can you hear me now?

15 Q. Yeah. The echo got worse.

16 A. It did.

17 MS. HERNANDEZ: Now try.

18 THE WITNESS: Now I think it's better.

19 BY: MR. PRINGLE

20 Q. Yeah. Now that's good.

21 JUDGE FEWELL: That is better, much
22 better.

23 THE WITNESS: Yes. 101C, I have that in
24 front of me.

25 BY: MR. PRINGLE

1 Q. And I don't want to go on camera if
2 we don't need to. My question is just going to be
3 asking you to define a term in the far right column.
4 Do we need to go on camera for that?

5 JUDGE FEWELL: I'm sorry. What is this
6 exhibit?

7 MR. PRINGLE: 101C, Judge.

8 JUDGE FEWELL: I don't believe we would.

9 MR. PRINGLE: Any idea on behalf of
10 Ameren, you guys going to have a -- pretty much the
11 definition of the first term in the far right column?

12 MS. HERNANDEZ: I don't think it's
13 confidential.

14 MR. PRINGLE: All right.

15 BY: MR. PRINGLE

16 Q. Well then, Ms. Krcmar, looking at
17 Exhibit 101C and the far right column where it says
18 cash concentrator. Can you define that for us?

19 A. I sure can. So -- so cash
20 concentrator payment is a payment that's made
21 generally from an originator that we don't have a
22 contract with. So the most common cash concentrator
23 that we see payments coming from are like the
24 walk-in, non-partner payment locations such as a
25 Wal-Mart for example. And from my experience

1 generally the customers that are using an insurance
2 company payment to make payments generally will go to
3 one of those payment stations. You know, without
4 asking directly the customers I wouldn't be able to
5 confirm that. But it's generally a payment made at a
6 non-authorized payment station for Ameren Missouri.
7 So it's not at one of our authorized like a Schnucks
8 or a Hy-Vee, it's probably made at maybe a Wal-Mart.
9 It could be also an online bill payment service that
10 we don't work directory with.

11 Q. Thank you, Ms. Krcmar. And actually
12 that tied into my next question where can you
13 describe to us your understanding of how the
14 Complainants' payment arrangement works? They talked
15 about United Health Care and Aetna. You kind of
16 touched on that. Can you explain to us just how that
17 kind of arrangement works, at least from your
18 understanding, and is that a pretty normal
19 arrangement that Ameren sees pretty regularly?

20 A. I will admit I have very limited
21 understanding of it. But as a high level what I
22 understand is that customers maybe on Medicare or
23 Medicaid receive payments from these -- receive
24 payment from their insurance company, United Health
25 Care or Aetna, that they can use to pay certain

1 utility bills perhaps. And generally, from my
2 limited understanding of it, is that these are taken
3 to a walk-in payment station to be paid. But I think
4 maybe if it's a debit card they can actually pay it
5 online with that debit card number as well.

6 Q. And are you aware, is this an
7 arrangement that Ameren sees fairly normally or is
8 this a little different from the typical payment
9 arrangement?

10 A. And I wouldn't say payment
11 arrangement, maybe just form of payment just because
12 I don't want to muddy it with, you know, it being a
13 payment arrangement that we've offered. But I do
14 think that this has become more common probably since
15 the beginning of 2023 is the first that I can recall
16 personally hearing that customers are increasingly
17 paying their bills through this payment form.

18 Q. All right. Thank you for that, Ms.
19 Krcmar. And I want to ask you about -- you kind of
20 touched on how to better identify customers who
21 qualify for services specifically under the Cold
22 Weather Rule. Could you just give us when -- I guess
23 a hypothetical. If an Ameren customer service rep
24 gets a call from a customer and the customer says
25 they believe they qualify under the Cold Weather

1 Rule, how would the Ameren customer service
2 representative proceed after that?

3 A. So to be honest, the Cold Weather
4 Rule to an adviser is a customer who's asking for a
5 Cold Weather Rule payment arrangement. And that is
6 how we commonly refer to it internally is Cold
7 Weather Rule. That means that the customer's asking
8 for the payment arrangement which has much -- has
9 specified terms under the Chapter 13 rule where we
10 allow a much lower down payment and then spread the
11 balance over the 12 monthly installments.

12 So generally we give specific Cold Weather
13 Rule training to customers generally -- or to our
14 advisers rather at the end of October in preparation
15 for the start of Cold Weather Rule season,
16 November 1st. So to an adviser that has a customer
17 call and says that they would like to -- they're
18 interested in the Cold Weather Rule that is going to
19 flag the adviser that they're looking for a Cold
20 Weather Rule payment arrangement.

21 So I think there's not -- to register --
22 it is hard, I think, when customers call in that may
23 be -- there may be a lack of communication or lack of
24 understanding. So if a customer calls and says, you
25 know, I want to register on the Cold Weather Rule,

1 the adviser's first thought is going to be they would
2 like the payment arrangement, let me see what payment
3 arrangement -- if you're eligible for this. Also our
4 advisers -- if customers are calling about a Cold
5 Weather Rule payment arrangement they're also
6 inclined to offer energy assistance because in the
7 adviser's mind -- I'm speaking in generalities of
8 course.

9 And I was an adviser for eight years
10 myself on the phone so I kind of have some experience
11 with this too. But in the adviser's mind they're
12 saying this customer needs some assistance, what can
13 we do to help them. Let us offer -- let's see if
14 they're eligible for Cold Weather Rule payment
15 arrangement. And if that, for some reason, isn't an
16 option, okay, let's try to get you some energy
17 assistance, there's a list of agencies that you can
18 try to reach out to try to get some help with your
19 bill.

20 But if a -- on a phone call if a customer
21 is saying I want to register under the Cold Weather
22 Rule the first thought is not going to be that
23 they're interested in this Caring Contact program.
24 Because that's really not offering them any financial
25 benefit, that's really not helping that customer pay

1 down their bill and get it to somewhere where it's
2 manageable so they can catch up. So that's why it
3 wouldn't be the first thought.

4 But as you mentioned, we are going to
5 explore some options where maybe we can make it more
6 prevalent in the adviser's mind that at least it's
7 mentioned when customers call and say I want the Cold
8 Weather Rule, here's your options, here's a payment
9 arrangement, here's some energy assistance, and we
10 also have this Caring Contact program which would
11 allow you additional notification if your account
12 were at threat for interruption. I hope that
13 answered it. That was kind of lengthy.

14 Q. I was hoping for a long answer like
15 that. Wanted to kind of see the whole process. And
16 just for the record's purposes, when I was saying
17 customer service rep the correct term is adviser?

18 A. It is. You know, we've changed so
19 many times over the years but currently it's an
20 adviser, yes.

21 Q. Okay. And then when you talked about
22 the energy assistance option, besides the Cold
23 Weather Rule payment arrangement putting forward
24 those energy assistance options is that part of the
25 October training the advisers receive before Cold

1 Weather Rule season kicks in?

2 **A. Definitely. And not just -- we offer**
3 **-- for example, LIHEAP is getting ready to end the**
4 **end of May so we're always sharing this energy**
5 **assistance option information to our advisers because**
6 **we want them to promote, and they do promote this as**
7 **an option to a customer who is not able to make their**
8 **full payment.**

9 **Q. And when you're talking about**
10 **preparing for any kind of new training before this**
11 **year's Cold Weather Rule season, is the company -- is**
12 **the company comfortable working with Staff to any**
13 **kind of extra training if needed?**

14 **A. Speaking from Aubrey Krcmar right now**
15 **I would say absolutely, yes. I would certainly want**
16 **to collaborate with my co-workers to make sure but I**
17 **think -- I think so, yes.**

18 **Q. All right. And then my final bit of**
19 **questioning, and hopefully this will make it so you**
20 **don't have to be recalled later. Do you have access**
21 **to DR13?**

22 **A. Yes. I actually do.**

23 **MR. PRINGLE:** And Judge, I didn't plan on
24 entering this as an exhibit. But if you would like
25 for me to email a copy to the parties so they can

1 follow along I can. Just let me know your
2 preference.

3 JUDGE FEWELL: Yes. I would appreciate
4 that. If you could email that.

5 MR. PRINGLE: I'll send that on the
6 threads with Ameren's exhibits so you'll also have
7 this as well, Ms. Canada and Mr. Clark.

8 MS. CANADA: So Travis, you're sending
9 that right now?

10 JUDGE FEWELL: You're muted, Mr. Pringle.

11 MR. PRINGLE: Yes. I'll send that on the
12 email thread that Ameren started yesterday with their
13 exhibits.

14 MS. CANADA: All right.

15 JUDGE FEWELL: And since it is close to
16 noon, are the parties comfortable with just
17 proceeding through this or would anyone anticipate or
18 like a lunch break in case -- I know we only have one
19 witness left, I believe.

20 MS. CANADA: Yes. We would -- we would
21 love a lunch break, if that's okay.

22 JUDGE FEWELL: Okay. Well, we'll see
23 where we get to after Ms. Krcmar's -- the
24 cross-examination for Ms. Krcmar.

25 MR. CLARK: (Inaudible) -- before we go to

1 lunch break.

2 MS. CANADA: Okay.

3 MS. HERNANDEZ: I haven't received the
4 email yet so I'm waiting just so I can show that to
5 the witness.

6 MR. PRINGLE: All right. I just emailed
7 that out to the parties. Please let me know, Judge,
8 Ms. Canada, Mr. Clark, when you have a copy of that.

9 JUDGE FEWELL: It just came through for
10 me.

11 MS. HERNANDEZ: Still waiting.
12 (Inaudible).

13 MS. CANADA: Mr. Clark said that we have
14 it.

15 JUDGE FEWELL: Okay.

16 BY: MR. PRINGLE

17 Q. And this also -- Ms. Krcmar, I don't
18 plan -- I don't want to touch on any of the addresses
19 of the Complainants. Besides the addresses is there
20 anything else here that's confidential that we should
21 go on camera for?

22 MR. CLARK: (Inaudible).

23 MS. CANADA: Did you send -- I'm sorry,
24 Aubrey. I didn't mean to do that. Travis, we're
25 trying to figure out which one of these that you're

1 wanting us to look at.

2 MR. CLARK: It came in -- it came with
3 seven attachments.

4 MR. PRINGLE: I just sent one. It should
5 be named DR13.

6 MS. CANADA: Do you see --

7 MR. CLARK: Yeah.

8 JUDGE FEWELL: And Ms. Hernandez, you are
9 copied on this email as well.

10 MS. HERNANDEZ: Yeah. I'm thinking maybe
11 we didn't receive it because --

12 MR. CLARK: -- didn't send it.

13 MS. HERNANDEZ: The old formatting won't
14 go through our cyber security program.

15 **THE WITNESS: It has to be a docx**
16 **document.**

17 MS. HERNANDEZ: There. It just popped
18 through. It's taken a while to get to our -- to the
19 -- just one moment.

20 JUDGE FEWELL: I'm having to preview
21 everything on my computer because it's not liking my
22 Adobe.

23 **THE WITNESS: I can see it.**

24 MS. CANADA: I'm sorry. I'm sorry to
25 interject again. Travis, we are having a problem as

1 well along with everyone else, it's not saying DR13
2 it just says seven attachments and it doesn't verify
3 which one is which.

4 MR. CLARK: (Inaudible).

5 JUDGE FEWELL: It should have been sent to
6 your email account.

7 MS. CANADA: Yeah. Yes. He's in my --
8 yeah, he's in mine. He's in mine. But there's other
9 attachments to it. I'm just --

10 MR. CLARK: First one that popped up when
11 he said everybody get it, it popped up. But it says
12 seven attachments.

13 JUDGE FEWELL: Well, it's the two page
14 document.

15 MR. CLARK: It says good afternoon.

16 MS. CANADA: Okay. Scroll down. Scroll
17 down. Okay. We're going to go back on mute while we
18 try to get it.

19 MR. CLARK: All right. I guess it's
20 just --

21 MR. PRINGLE: Ms. Canada, I'll send you an
22 email with that DR just to you so maybe that won't be
23 on the thread with all of the attachments. Maybe
24 that will be easier for you. So I just sent it to
25 you again this time with not -- on a separate thread

1 that way it shouldn't get --

2 MS. CANADA: Okay. Travis. Thank you.

3 MR. CLARK: (Inaudible).

4 MS. CANADA: That's our case. He said
5 he's just sending it by itself. So let me know if
6 you see it. Okay. Thank you, Travis. I appreciate
7 that.

8 MR. CLARK: Okay.

9 MS. CANADA: All right.

10 MR. CLARK: I see the DR13.

11 MS. CANADA: Okay. That's the --

12 MR. PRINGLE: That's the document.

13 MS. CANADA: Yeah. That's what we're
14 looking at.

15 MR. CLARK: So click on it, open it up?

16 MS. CANADA: Yes.

17 MR. PRINGLE: Yes. That's what I'll be
18 questioning Ms. Krcmar about.

19 JUDGE FEWELL: He's not admitting it so
20 not offering at least yet, if he does.

21 MS. CANADA: Okay. Thank you.

22 MR. CLARK: (Inaudible).

23 JUDGE FEWELL: You may proceed, Mr.
24 Pringle.

25 MR. PRINGLE: Thank you, Judge.

1 BY: MR. PRINGLE

2 Q. All right. Ms. Krcmar, you have that
3 document in front of you?

4 A. I do.

5 Q. All right. And so really I just want
6 to talk about the outbound collection call, mainly
7 everything with those four asteric at the bottom of
8 Page 1 and below.

9 A. Okay.

10 Q. Do we need to go to en camera for
11 this?

12 MS. CANADA: No. I see it.

13 THE WITNESS: I mean, I don't think so.
14 The only thing is the informal complaint number is
15 listed, but...

16 BY: MR. PRINGLE

17 Q. Yeah. I won't be bringing that up.

18 A. Okay. Yeah, I don't think so.

19 Q. All right.

20 A. Okay.

21 Q. So then when it came into the
22 outbound collection calls, you're aware of the
23 stipulation agreement that required the two outbound
24 calls two to nine days before disconnection, correct?

25 A. Right.

1 Q. And you're aware of the case number
2 for that?

3 A. Not off the top of my head.

4 Q. I have it right here. It's -- in
5 case you'd like to check it. It's EE-2019-0832.
6 Does that ring a bell?

7 A. Absolutely it does, yeah.

8 Q. All right. So can you just kind of
9 explain to us what happened with the outbound calls?

10 A. So actually -- so what we are
11 required to do is notify a customer through a
12 disconnect -- a mailed disconnection notice, two
13 additional -- two outbound collection call attempts
14 within 96 hours and then a final 24-hour disconnect
15 for our smart meter or AMI customers of course, which
16 Mr. Clark's account did have.

17 So on March 2nd -- March 2nd was the date
18 that the system was scheduled to make the outbound
19 collection call attempts. And there were -- if --
20 and let me just explain a little bit more. So when
21 we make those two outbound collection calls prior --
22 these are the ones that are not the 24-hour
23 disconnection calls but the two call attempts. If
24 there is a live answer on call number one we don't
25 make a second one because we have reached the

1 customer. If there is a busy signal or an answering
2 machine reached on the first call attempt we make a
3 second call. We reasonably space them out to try to
4 actually reach the customer so they're not back to
5 back, there's generally several hours in between.

6 So on March 2nd when the two -- the two
7 outbound collection call attempts were made there was
8 an answering machine reached on the first one. And
9 we should have -- the system should have recognized
10 and known to make a second call attempt later in that
11 day. But there was a system issue, which we
12 discovered, that prevented that second call from
13 being made. So there were several accounts -- or
14 quite a few accounts that were involved in this
15 system issue that did not receive two call attempts
16 on the -- from the 96-hour call if an answering
17 machine was reached on the first call. Now if there
18 was a busy signal on the first time the system was
19 still making the call. But it was only if an
20 answering machine was reached on the first call there
21 was not a second call attempt made.

22 So we identified this issue -- actually it
23 came up in an informal complaint that we were working
24 on back in March of 2022. So we identified this
25 issue, immediately took action to rectify the issue,

1 worked internally to get the system issue fixed.
2 There were some accounts that were still
3 disconnected. We did everything that we could to
4 make it right and get it fixed as quickly as we
5 could. But it just so happens that this account, Mr.
6 Clark's account, was involved in that system issue
7 where on March 2nd we only made one call attempt, an
8 answering machine message was left. So we made -- we
9 sent the disconnection notice, we only made one of
10 the two call attempts within 96 hours and then we did
11 make the 24-hour call and there was a live answer on
12 the March 3rd, '24 hour disconnection call for the
13 AMI meter prior to the interruption of service on the
14 4th.

15 Now, you mentioned the enhanced
16 disconnection schedule which does also call for text
17 or email alert notifications. Now, those can only be
18 made if the customer is enrolled in our text or email
19 alert program. At this time on March 2nd these --
20 this customer, Mr. Clark, was not enrolled in that.
21 He did not enroll into alert until after the service
22 was disconnected on March 4th and had a conversation
23 about getting reconnected and at that time the
24 customer enrolled in alerts. So we couldn't send the
25 text or email alert because the customer wasn't

1 **enrolled in alerts, if that makes sense.**

2 Q. Yeah. No. Thank you. And like you
3 said, when it came to the second call Mr. Clark's
4 account was not the only one who was affected by the
5 first call going to an answering machine and a second
6 call not going through?

7 **A. That is correct.**

8 Q. And then also when this incident
9 happened the company also alerted Staff of this at
10 that time --

11 **A. Absolutely.**

12 Q. -- when the issue was recognized?

13 **A. Absolutely, yes.**

14 Q. And since you took the steps you
15 outlined to rectify the situation has Ameren had this
16 problem since?

17 **A. To my awareness, no. Not that I'm**
18 **aware. I think we made a permanent fix back in March**
19 **of 2022 and this has not happened since.**

20 Q. All right.

21 MR. PRINGLE: Judge, I have no further
22 questions for Ms. Krcmar but I would ask that the
23 Commission take judicial notice of the Unanimous Stip
24 and Agreement in EE-2019-0382.

25 JUDGE FEWELL: Okay. And are there any

1 objections to taking judicial notice of the
2 stipulation agreement?

3 MS. CANADA: No.

4 MS. HERNANDEZ: No objection.

5 JUDGE FEWELL: It is admitted.

6 MR. PRINGLE: Thank you, Judge.

7 JUDGE FEWELL: We're talking judicial
8 notice of it?

9 MR. PRINGLE: Yes. Yes. Judicial notice,
10 thank you.

11 JUDGE FEWELL: Is there any cross by the
12 Complainants?

13 MS. CANADA: I'm sorry. Could you repeat
14 that, Judge?

15 JUDGE FEWELL: Do you have any questions
16 for Ms. Krcmar?

17 MS. CANADA: Yes, I do. Several.

18 JUDGE FEWELL: Okay. You may proceed.

19 MS. CANADA: Okay. This is why I was
20 asking about taking a break because I know we're
21 going to run into the noontime in my questioning.
22 But let's -- I don't want to be rushed. I do want to
23 be able to have time to ask all of my questions just
24 like Ameren was allotted to have their time.

25 EXAMINATION CONDUCTED

1 BY: MS. CANADA

2 Q. But we're going to -- I'm going to
3 start a little bit backwards, if that's okay, so we
4 can go with what everyone is fresh in their minds
5 with in reference to the CPAP and the Cold Weather
6 Rule, if that's okay with you, Aubrey. So we're
7 going to work a little bit backwards in my
8 questioning, if that's all right?

9 A. Yes.

10 Q. Okay. So I want to start with you --
11 you mention that a call was made and there was a live
12 pick up. Who picked up that call and if the system
13 was having difficulties how was Ameren able to
14 determine if it was a voicemail or a live call -- or
15 answer at that time if there was the system issues?
16 I mean, what was the -- how were you able to
17 determine that?

18 A. Sure. Well, -- and the system issue
19 was only related to calls that were answered by the
20 answering machine. And I probably -- this may be a
21 little out of my realm of expertise because I don't
22 work directly with our telephone team. But they --
23 the system does have a way -- the outbound collection
24 system that we use does have a way of determining
25 whether or not it is an answering machine that's

1 picked up or a live person. I'm not aware of all of
2 the specifics related to that. But I mean, I kind of
3 -- I think I've experienced it myself with calls from
4 companies to my personal phone where sometimes it's
5 -- it doesn't talk until you actually answer. So to
6 be quite honest, that's probably out of my realm of
7 expertise as to how the system can determine whether
8 or not it's a live answer or not.

9 Q. I appreciate that honesty, I do.
10 However, quick question in reference to that. Do you
11 have in front of you whose phone number that that did
12 call at that time?

13 A. I probably -- based on the exhibit
14 I'm looking at, 103C, which is the account -- the
15 company records of the account contacts.

16 Q. Uh-huh.

17 A. The phone number listed on the
18 account -- and honestly, to be -- I'm not certain.
19 As of right now, I could tell you that it was
20 probably ending in 3522.

21 Q. Okay. And a date -- what date was
22 that that you have for that phone call being made and
23 the machine picking up? I mean, I understand that
24 you're not sure exactly the technical qualities
25 but --

1 **A. Well, and I can't actually answer**
2 **that without probably looking at your account. I**
3 **could tell you that the call was made on March 3rd.**
4 **But as far as what phone number was looked at, I**
5 **would have to review the company records at that time**
6 **so I can see what was the phone number of record at**
7 **that time.**

8 Q. You don't have that information in
9 front of you at this time?

10 **A. I don't.**

11 Q. Okay. Okay. Also, another question
12 that I have for you. If a customer -- and we're just
13 going to speak in general just not necessarily our
14 account. But just in general of course with emphasis
15 on our account. If a customer is paying their bill
16 on a regular basis and the adviser, as you all are
17 calling them at this point, if the adviser does not
18 make the customer aware and with you all not knowing
19 what their disabilities or what issue that person
20 might be having, are they trained to volunteer this
21 information? Because I know that nothing was
22 volunteered to us particularly.

23 **A. To clarify, are they trained to give**
24 **what type of information?**

25 Q. To make us aware of the programs that

1 are available, what different resources we have, the
2 Cold Weather Rule, all of these type of things, are
3 your advisers trained to tell us this information
4 right now? I mean, I understand what you are
5 planning to do. But at this time are they trained to
6 inform the customer of all of their options as far as
7 assistance, the Cold Weather Rule, how to register
8 for those options and so forth?

9 **A. Yes. Our advisers do have training**
10 **on all of the different energy assistance and**
11 **financial assistance options that are available to**
12 **customers and are trained on where to direct**
13 **customers to find out more. So for example, you**
14 **know, there's a lot of information available on the**
15 **website that will give all of our health and safety**
16 **and financial payment assistance options to a**
17 **customer. And at some point the customer is -- may**
18 **be directed to research that themselves to find out**
19 **what the best option is. But I know that energy**
20 **assistance is always highly promoted as well as the**
21 **payment options that are available to customers.**

22 **Q. So if the customer does not have the**
23 **ability, as we've all been able to see with just this**
24 **hearing in itself, you know, I've had difficulties**
25 **even trying to be able to follow along. If the**

1 customer is unable to utilize the website to find
2 this information does the customer have to ask about
3 these programs or does the adviser say, hey, we have
4 a Cold Weather Rule in effect that you might qualify
5 for? Because that was not done -- or the assistance
6 that is available to you if you can't -- I mean, my
7 disability is blindness, for example. I have no way
8 of being able to utilize the website for that purpose
9 to actually find this information. The advisers that
10 we spoke with did not volunteer this information, I
11 had to ask. So is that how they are trained, if a
12 customer asks about it that's when they are informing
13 or is it a thing where they're supposed to inform us
14 without us having knowledge of it already?

15 **A. As you can imagine, each customer**
16 **call is different and depending on how the call**
17 **flows. I do know that if a customer has indicated a**
18 **financial difficulty that energy assistance**
19 **information doesn't have to only be obtained through**
20 **our website, we can mail a copy of energy assistance**
21 **agencies, you can actually listen -- hear them**
22 **through like our voice response unit. So -- but --**

23 **Q. Yes or no, that's all. I understand**
24 **you're -- is it yes or no?**

25 **A. Yes or no to -- what's the specific**

1 question that I could answer yes or no to? I'm
2 sorry.

3 Q. The question was are they informing
4 the customer or does the customer have to question
5 the availability?

6 A. I would say it depends. The
7 availability of all of the different payment options
8 or energy assistance or?

9 Q. What's available, anything that might
10 be listed on the website. 'Cause as you stated,
11 there's no telling what a particular person's
12 disability or issue may be. I was just simply asking
13 are they informing, are they trained to inform
14 regardless of the issue? I understand working with
15 the issue. But is this -- a simple yes or no. Are
16 they told to say this is what you have as options?

17 A. Yes. The advisers are trained on
18 what -- on how -- on what different options to
19 provide to a customer.

20 Q. Okay. That's fine. All right. I
21 have another question as well. So if they're trained
22 on that, to ask these questions to, I guess,
23 individualize each customer I guess you would want to
24 say, at what point are they supposed to ask if they
25 meet the qualifications or not? Do we have to

1 indicate that?

2 A. Well, I don't know that an adviser
3 would necessarily ask a customer point blank whether
4 or not they met the certain requirements. They would
5 likely explain to them, as you're explained when
6 you're asking about Medical Equipment Registry, that
7 the requirement is that this has to be completed and
8 signed by a physician for example.

9 Q. Well, what about the process, the
10 process of the steps to do these registries with the
11 Cold Weather Rule, with the medical equipment on --
12 so on and so forth, are they supposed to -- well, I
13 don't even want to say are they supposed to. But I
14 know in our personal experience they have not told us
15 flat out. So I'm asking you all, is this something
16 that they are told to do, to find out if the customer
17 qualifies and what is the process and the steps that
18 they're supposed to take to register?

19 A. And maybe I can answer this by
20 explaining to you. Actually this morning I went back
21 through the calls that were made on the accounts,
22 both on Spruce and Waldorf, and there were actually
23 only -- during Cold Weather Rule, which I mentioned
24 runs April 1st through -- no, I messed that up,
25 November 1st through March 31st. So you -- you made

1 some calls in March of 2022 after the service had
2 been disconnected. So there weren't any calls made
3 prior to the disconnection for nonpayment where we
4 would have had the opportunity to discuss any Cold
5 Weather Rule registry options with you. And then you
6 did make some calls on -- several calls on January
7 3rd of this -- of 2023 --

8 Q. Uh-huh.

9 A. -- where -- I listened to the calls
10 and you discussed not being on the Medical Equipment
11 Registry and that information was again sent to you
12 again. But there was nothing that I personally heard
13 when reviewing the calls that would have even
14 prompted me to think that you were asking about
15 registration under the Cold Weather Rule registry.
16 So do I --

17 Q. So in just mentioning the Cold
18 Weather Rule -- I mean, if I was to say, hey, I
19 understand that there's a Cold Weather Rule in
20 effect, by me saying that the adviser is not trained
21 to elaborate and explain the process to be able to
22 use that as an option?

23 A. As I mentioned to Mr. Pringle, I
24 think that if -- if you were to call -- if you or any
25 other customer were to call and say that I would like

1 some information about the Cold Weather Rule, the
2 adviser would give you information about what your
3 option for payment arrangement under the Cold Weather
4 Rule payment arrangement would be and/or point you to
5 resources available for energy assistance.

6 Q. Okay. Well, you had mentioned
7 something about if someone at the 150 percent poverty
8 level, without the advisers asking the question
9 whether it's offensive to the customer or not, how
10 are they supposed to inform you or even go about the
11 process of submitting the information to let you know
12 that they qualify for that?

13 A. Well, the -- the Caring Contact
14 registration application can either be found on our
15 website or it can be mailed to a customer. And there
16 would not be any discussion in my opinion from an
17 adviser to a customer getting into the nitty gritty
18 of what the application requirements are. So that
19 would really be -- I think it's our job as a company
20 to let you know what the options are and then it's
21 your obligation as a customer to -- to decide whether
22 or not you're -- you meet the requirements.

23 Q. So that would require us being
24 informed of the process then, correct?

25 A. You would definitely need -- if you

1 were interesting in signing up for Caring Contact,
2 yes, you would need to be advised about that and
3 either sent a form or directed to a website where you
4 or someone that was able to assist you could print
5 that off for you.

6 Q. Okay.

7 A. Yes. I would agree with you, yes.

8 Q. Okay. Thank you. Thank you. When
9 did you notify us of the cold weather option or the
10 registry being available, when did you notify us of
11 that? Or was that something that we called in and
12 asked or mentioned when you reviewed our recordings?

13 A. I did not hear any call where you
14 specifically asked, during Cold Weather Rule, whether
15 or not you could be eligible for or receive
16 information about that -- the Cold Weather Rule, low
17 income, disabled, or elderly registry. I did not
18 hear any calls where that was discussed.

19 Q. Okay. Well, I would like to have
20 reviewed the recordings in October when I was
21 informed by the Commission about the Cold Weather
22 Rule. If you would review those recordings or have
23 those reviewed, I don't know how you all do that.
24 But at that time, in the month of October, I did ask
25 about the Cold Weather Rule so that by November we

1 would know what to do. But we'll move forward.

2 The next question that I have is when have
3 you ever notified us of any of these services or did
4 we notify you all that we had knowledge of them?

5 **A. Can you please tell me what specific**
6 **services you're referring to?**

7 Q. Well, -- well, the -- not just the
8 Cold Weather Rule but even with the medical review.
9 I recall a conversation that we had that I mentioned
10 that Mr. Clark was on a CPAP. We requested the
11 forms. As Jennifer mentioned, you all sent them out
12 more than one time. But the question is again when
13 have we been notified or did we notify you of us
14 needing these services or inquiring, we'll say, since
15 you said we didn't ask directly. When did we
16 inquire, when did you inform us, or the adviser
17 inform us that they were options?

18 **A. Again, I'm not sure what specifically**
19 **-- what specific option you're referring to. But**
20 **generally when the customer reaches out to us we**
21 **provide them whatever options are available at that**
22 **time. And so on any call interaction that I was able**
23 **to review the calls, you know, the customer will tell**
24 **us what they're needing -- what they're needing on**
25 **the call, what their question is and then we will do**

1 our best to respond appropriately and provide you
2 with whatever information you're needing at that
3 specific time. It's a little -- it's a little
4 general so I wasn't sure which one to respond to.

5 Q. I appreciate that answer. That's
6 fine. That's fine. Okay. So we're going to move on
7 from that. Let's see here. My next question would
8 be you mentioned earlier in your testimony about the
9 additional charges section of the bill. You said
10 that you all now call that the additional -- what was
11 that again?

12 A. Additional adjustments.

13 Q. Okay. So if that has been changed
14 recently -- you said that that was done in September
15 of last year. That would not be relevant to us since
16 we stopped doing any overpayments in June. But with
17 that being said, when we look under the additional
18 charges, I'm not sure what example it would be, but
19 the bill that had the 108.82 amount, when it was
20 listed as additional charges in the detail section it
21 says deposit. Why would that be listed as a deposit
22 and there was no deposit amount required?

23 A. And I can definitely answer that for
24 you. I don't have the specific bill that you're
25 referring to but I know that I have this in my mind

1 because I remember looking at it.

2 Q. Uh-huh.

3 A. But I think the problem -- and you
4 did say that you had difficulty with your vision. So
5 completely understand where it's easy not to see.
6 But it says deposit in that additional charges
7 section which is now referred to as additional
8 adjustments but there's a little negative in front of
9 it that means that it's subtracting the balance. So
10 it's not an additional charge it's -- so that was
11 your final bill. And so we were recording that \$18
12 -- I'm sorry. I know there's a lot of feedback. I'm
13 trying to back up.

14 Q. Yeah.

15 A. We were holding -- it was the deposit
16 amount that we were still holding on the account on
17 Spruce when you closed it out. So when a customer
18 closes out their account we refund any deposit that
19 we've been holding. So that deposit amount was a
20 credit. So it would have been -- Jennifer got it for
21 me. So it says -- so you're referring to the bill
22 for -- it was total amount due of 180.53. It is
23 Page 91 of 112 on Exhibit 100.

24 Q. Uh-huh.

25 A. So this was your final bill for

1 **Spruce.**

2 Q. Yes.

3 **A. And the additional charges section**
4 **states deposit applied. And it's minus \$18.33.**

5 Q. Aubrey.

6 **A. Yes.**

7 Q. Aubrey, I was just strictly wondering
8 why it just says deposit. I understand how to read
9 the bill.

10 **A. It says deposit applied.**

11 Q. Right. So the deposit applied. We
12 were informed by -- by yourself and Terri that
13 they're not -- the credits are not supposed to be
14 used without authorization. So why were these
15 credits applied without us saying that this is what
16 we would like to use it for?

17 MR. CLARK: It was used to close out the
18 account. Why, as you stated, that we still owe you
19 all on that account? If it was used to close out one
20 account why is that stating that we still owe for our
21 account if you used our credits to close out that
22 account? Close (Inaudible).

23 **THE WITNESS: So -- and I apologize, I**
24 **don't recall ever advising you -- and if you were**
25 **ever told that certain credits have to have customer**

1 authorization before being applied to an account I
2 apologize because that's not the case.

3 MR. CLARK: It states (Inaudible).

4 BY: MS. CANADA

5 Q. You work directly with Terri,
6 correct?

7 A. I do.

8 Q. Okay. That was who informed us of
9 the authorization being necessary.

10 MR. CLARK: And you did state out of your
11 own mouth that was used to close out an account. You
12 just said --

13 MS. CANADA: Well, I'll move on. I'll
14 move on. I'll move on. As long as that has been
15 notated.

16 MR. CLARK: (Inaudible).

17 BY: MS. CANADA

18 Q. Moving forward. I'm going to go back
19 a little bit to the question that I had in order for
20 this. So I'm trying not to relapse, I'm going to go
21 back to my first question. And hopefully I won't run
22 into any of the other ones but I appreciate your
23 answers. All right. So number one, the rule I
24 believe is 4 CR -- excuse me, CSR24013.2 -- excuse
25 me, .020, Billing and Standards. This rule

1 establishes reasonable and uniform billing and
2 payment standards for resident services to be
3 observed by the utilities and the customers. It
4 stated on Number 2, each billing statement rendered
5 by utility shall be computed based on actual usage
6 during the billing period.

7 So the question is where are -- where are
8 the -- or our provided tariffs, excuse me, reflecting
9 the estimated versus the actual usage before the
10 seasons change? So what I'm asking you is the actual
11 usage being billed versus the estimated amount, how
12 are you able to figure that out without anyone
13 reading the meters? I understand it was an AMI at
14 Spruce. But when we came here and we asked for
15 around the clock billing because we were no longer in
16 a residential property as far as an apartment
17 complex, when was the actual usage used to determine
18 the billing to make it be that high in July without
19 any cooling being available, there was no AC then or
20 no AC now?

21 **A. Well, I'll try to break it down. My**
22 **response -- break down into a couple of different**
23 **sections. I first want to clarify that you had an**
24 **AMI smart meter at Spruce as well as at Waldorf.**
25 **Your meter type has not changed at all. The only**

1 thing that we changed in August of '23 was we changed
2 the rate that you were being billed on. Instead of
3 being billed on the Evening/Morning Savers time of
4 use rate you requested to be billed on the Anytime
5 Users rate which means you were billed the same, a
6 flat kilowatt hour charge no matter what time of day.

7 Q. Yeah.

8 A. Correct. Correct. So you -- I also,
9 when reviewing your -- both your statements and your
10 bills, our company records, you've always -- you've
11 never had any estimated bills from September of '21
12 through the present, you've always been billed
13 actual. And just so you know, we get your readings
14 electronically.

15 Q. Uh-huh.

16 A. We don't have meter readers and
17 haven't for some time. So your meters -- your meter
18 reads are obtained -- basically there's a module
19 inside the meter that shoots out the reading to --
20 and once again, I'm not a metering expert by any
21 means. But we're able to electronically obtain your
22 readings several times a day.

23 Q. Okay.

24 A. And so we actually do obtain the
25 reading, not with a person looking at the meter but

1 **electronically.**

2 Q. Okay. So when, if at all, do you all
3 come check and make sure that the information that
4 you're receiving at the office is accurate to the
5 meter that is being set up? 'Cause this is an older
6 property. So I'm just -- I'm asking, you know, for
7 this to be an AMI meter that you're raiding why at
8 anytime when I set up the service at the new address
9 in the last year even and we went from the city to
10 the county, we're just trying to find out -- again,
11 you said nothing better -- excuse me, nothing is
12 based on estimate. However we have email
13 communications from you saying the estimated usage
14 amount, the projected amount, and then the bill comes
15 and regardless of our recalibrating our usage it just
16 so happens to be that exact amount that was
17 estimated.

18 MR. CLARK: And it was the amount that it
19 was the previous year and the year after that and the
20 year after that, the same exact amount.

21 BY: MS. CANADA

22 Q. So we're just -- we're just trying to
23 find out. Do you all, if ever, come out just to make
24 sure that the information you're receiving is
25 accurate to the physical meter, like you receive an

1 email and you get hardcopy mail through the mail?

2 MR. CLARK: (Inaudible).

3 BY: MS. CANADA

4 Q. We're just asking on the record what
5 exactly -- when do you all ever see -- okay. Let me
6 make sure this is right.

7 MR. CLARK: (Inaudible).

8 THE WITNESS: We -- there -- unless there
9 is some indicator that there might be an issue,
10 whether there's an estimated read or if there are --
11 if a customer requests us to come take a look at the
12 meter, then we would do it at that point. But if
13 everything is running fine and you're being billed
14 actual usage and there aren't any fluctuations there
15 would not be a need for the company to go out. And
16 we do -- if a customer requests a meter test we will
17 come and test the meter. We will always give you the
18 option to be present for the meter test and then we
19 will send you a letter with the meter test results
20 afterwards. And from my review of the call
21 interactions you had with our employees there was
22 never a request for Ameren Missouri to come out and
23 test your meter because you thought there was
24 something wrong with it, so.

25 Q. Okay. So on the recordings that you

1 listened there was a comment where we did our
2 estimated -- and I'm so sorry that this stuff has not
3 downloaded to you via email. But on one of the bills
4 estimated projected amount of usage, it's stated that
5 we used 127 -- \$127 in the month of July only. Just
6 like now, in July we did not have AC, it was turned
7 off at the main breaker. So that's why I'm asking
8 you if these estimates are correct, if these AMI
9 readings are correct because if it's saying that we
10 used 127 in cooling our property but we did not have
11 an AC that month that would kind of initiate a
12 question mark for me. So I'm just wondering why that
13 didn't initiate. Because I know for a fact on that
14 recording, I reviewed it myself, we did say to the
15 adviser we don't have AC right now. And I do have a
16 bill of that evidence that I sent in from the
17 appliance guy saying it was not serviced until
18 August.

19 **A. So I think I can answer this for you**
20 **to some extent, Ms. Canada. You have been on and off**
21 **our email alerts over the course that you had this**
22 **account open. And I do -- I vaguely remember the**
23 **call that you're referring to. So we have many**
24 **different billing payment alerts that we send to**
25 **customers. So without looking at the exact one**

1 you're referring to I probably won't be able to get
2 too specific 'cause we won't be able to see your
3 exhibits yet. But our bill projection email alerts
4 those are -- can sometimes be general. We use a
5 vendor to -- that creates and sends these out for us.

6 And I will say that there are times that
7 that bill breakdown that I think you were referring
8 to which says, you know, 60 percent of your usage to
9 date this month has been from AC and maybe 20 percent
10 has been from refrigerator, that is -- that is AI
11 generated. And unless a customer goes onto our
12 website and completes a specific employee profile
13 where you can enter in the type of appliances you use
14 in your home there's always the potential that that
15 AI's -- that may be a little skewed in that breakdown
16 of what they think that your using came from.

17 Because obviously we're not at your home, you know,
18 we're not, you know, physically seeing, you know,
19 what breakers are using what. So it's a tool that we
20 use that is pretty fairly consistent but there may be
21 times where it's a little bit off. And if you were
22 to go online and complete that profile, like I
23 mentioned, it would probably be more tailored to your
24 usage. And when you see the estimated projection --

25 Q. (Inaudible). Go ahead.

1 A. No. I was just going to explain.
2 And I understand too -- I think I understand your
3 confusion where you were receiving an email from us
4 that says your estimated bill projection for the end
5 of the month is this. That doesn't mean --

6 Q. -- (inaudible) amount that the bill
7 would be, that's the amount that --

8 MR. CLARK: (Inaudible).

9 JUDGE FEWELL: Hold on. Can we not
10 interrupt while a witness is answering a question.

11 MS. CANADA: Yes, sorry.

12 JUDGE FEWELL: Let her finish the question
13 and then ask --

14 MS. CANADA: I'm sorry. I thought I was
15 on mute. I'm sorry. I'm sorry.

16 JUDGE FEWELL: Thank you.

17 THE WITNESS: No problem. Thank you. So
18 that may be sent 10 days into your 30 bill cycle.
19 And so that's saying we're estimating that for the
20 first 10 days of this bill cycle you've used \$50. If
21 you continue using at the same rate you're using
22 right now we're estimating that your bill at the end
23 of the 30 days is going to be \$150. So it's kind of
24 a way for you to -- you know, to better manage what
25 your own individual energy use is. Or you may say,

1 oh, well, this is, you know, too high for what I want
2 my bill to be at the end of the month so I might need
3 to take some energy efficiency measures to kind of
4 dial back my usage for the rest of the month.

5 But they are estimated bill projections.
6 It's not saying that your bill is being estimated
7 because your bill is being based on your actual usage
8 and your actual meter readings. So I do understand
9 why -- I think I understand that that might be your
10 confusion over some of those email bill usage alerts.

11 BY: MS. CANADA

12 Q. There's no confusion. There's no
13 confusion. We were just -- we were asking because
14 even after adjustments had been made that was the
15 amount that it would come out being.

16 MR. CLARK: (Inaudible).

17 BY: MS. CANADA

18 Q. But we mentioned earlier about more
19 than one bill payment being due in a certain month
20 and you all elaborated on the month of June to July.
21 I, in fact, am speaking on the month of August where
22 we received the disconnection notice, that is where
23 I'm speaking on right now. That was the first bill
24 that we received here. I'm not understanding why it
25 didn't come through the mail like -- if it was sent.

1 But that particular bill for instance, we had a date
2 for August 17th and then we had another one for
3 September 1st even though the \$75 had been sent in.
4 And that was done because the adviser said that there
5 was not a generated meter amount at that time.

6 So we're trying to figure out -- or my
7 question to you would be in the month of August --
8 and speaking with Terri there was a payment made at
9 the beginning of the month of August and there was
10 another payment made I believe for \$80. So it was
11 \$75 and it was \$80 made in the month of August, that
12 would be two different payments for that month. And
13 I'm just using that month as one example rather than
14 to make everyone go through the whole account from
15 '21 to '23 to current date. But that month alone we
16 made two payments and those payments were made. And
17 the dates that were on those due dates for those
18 payments being made were two separate due dates and
19 two separate amounts for what reason if that was the
20 first bill. And every month we pay a bill, every
21 month. But this is -- the electric company is the
22 only utility that we've ever had to pay more than
23 once a month. So we're just trying to figure out why
24 the bill, instead of going down when we make these
25 payments, is going up?

1 MR. CLARK: (Inaudible).

2 THE WITNESS: Do you have -- do you have
3 the Exhibit 102C available? That was the account
4 activity statement I referenced a little bit.

5 MR. CLARK: (Inaudible).

6 BY: MS. CANADA

7 Q. Go ahead.

8 A. Okay. So I wanted to -- and first --
9 and I think -- so Mr. Pringle asked me about like the
10 cash concentrator payments. And your payments in
11 2023 were made through a cash concentrator. So I'm
12 not sure if it's, you know, Wal-Mart or the non --

13 Q. Well, actually, Aubrey, we never ever
14 went to a payment location.

15 MR. CLARK: Not one time.

16 BY: MS. CANADA

17 Q. In 2023 we submitted that through the
18 United Health Care website. I understand you all
19 don't know the process.

20 A. Right.

21 Q. But we do not go to a location to pay
22 those bills. It is all done -- it is all done. And
23 when we did do that that was in '22.

24 A. Well, thank you for educating me
25 because I didn't realize that that's how it worked so

1 I appreciate that. But I will say -- I want to start
2 by saying. So we did -- we're looking at August of
3 2023, correct? That's what you're referring to?

4 Q. Yeah.

5 A. Okay. So we actually received one
6 payment in August and that posted -- that \$75 payment
7 you talked about posted to your account on
8 August 15th.

9 MR. CLARK: To what account?

10 THE WITNESS: And then the \$80 -- to the
11 Waldorf account --

12 BY: MS. CANADA

13 Q. Uh-huh.

14 A. And then the \$80 -- the \$80
15 payment --

16 JUDGE FEWELL: Let the witness answer the
17 question before another questions asked, please.

18 MS. CANADA: We are. I was just letting
19 him know which one she said. Waldorf. He didn't
20 hear.

21 JUDGE FEWELL: Go ahead. Sorry.

22 THE WITNESS: The \$80 payment you referred
23 to didn't post to the account until September 8th.
24 So I mean, we only received one payment posted in
25 August and one payment posted in September and we

1 actually then did receive another payment posted in
2 September of \$76 on September 28th.

3 BY: MS. CANADA

4 Q. Okay.

5 A. But in August of '03 -- of 23 we only
6 received one payment posted.

7 Q. Okay. I made that payment while on
8 the phone with Terri.

9 MR. CLARK: I got a question. So was you
10 trying to tell us and the Court that we only make a
11 payment every three months with y'all? If that's how
12 y'all activity sheets showing. But we have receipts
13 stating a payment made every month, twice a month.
14 So that's proof right there that's an inaccurate
15 statement, activity sheet that you're going off of.

16 THE WITNESS: Have you --

17 MR. CLARK: 'Cause none of our payment --
18 none of our bills that we sent y'all is on that
19 activity sheet. It just ironic that every three
20 months it's a lump sum that you saying that we owe
21 y'all that y'all hadn't already received from us.
22 You add up them payments of money that we sent to
23 y'all from us every three months it's going to equal
24 up to that same amount that you saying we owe and
25 it's a lump sum. It's not off no meter reading, it's

1 off the money you received from us. Every three
2 months, three and a half months, let's do the math.
3 Y'all get a piece of paper -- get a piece of paper
4 out and do the math and calculate the payments that
5 received from our confirmation receipts every three
6 and a half months it's going to equal up to that same
7 amount you saying we owe y'all.

8 MS. CANADA: But that was --

9 MR. CLARK: So, I mean, come on, it's
10 simple mathematics.

11 BY: MS. CANADA

12 Q. Aubrey, go ahead. Sorry about that.

13 A. No. That's okay. I did want to
14 point out that I hope that we're looking at the same
15 information because we do show --

16 Q. We are.

17 A. -- you made consistent payments. And
18 that was reflected in the information we provided to
19 staff. So, you know, if you look, you know, there
20 are payments made nearly every month. We've never
21 shown anything indicated that there was a three month
22 timeframe, until maybe more recently, without a
23 payment. So we appreciate the monthly payments and
24 thank you for that. But they are reflected in the
25 records, so.

1 Q. So on August -- you may have
2 mentioned earlier about August 29th. That \$80 was
3 not submitted on August 29th 'cause it would have
4 been on the 1st or later, you just said
5 September 8th, we would have been disconnected?

6 A. Well, I think I mentioned though we
7 removed the account from threat of interruption once
8 that informal complaint from Consumer Service and
9 Staff was received.

10 Q. Actually -- actually, Aubrey, Terri,
11 who you work with us, in that recording that you
12 have, that recording is when Terri said if you submit
13 this payment for this amount that you would be able
14 to not be disconnected, it didn't have anything to do
15 with the informal. So I made sure that we sent in
16 that \$80. And that was done August 29th as the
17 United Health Care -- or excuse me, as Aetna -- no,
18 no, United Health Care, I see it, as United Health
19 Care reflects, August 29th that payment was
20 initiated. You said it wasn't received till the 8th
21 but it was done on the 29th. The other one was for
22 \$75 at the beginning of August as well. Both through
23 United Health Care. I apologize that that won't be
24 in to I guess before Tuesday. But both of those
25 statements that I'm making it's reflected in that

1 information.

2 MR. CLARK: There's a reason why we can't
3 pay this -- this current one right now 'cause we've
4 used (inaudible).

5 BY: MS. CANADA

6 Q. We're just trying to show -- we're
7 trying to establish that these payments have been
8 made. And when we received that disconnect in
9 August, it -- there was not a payment missed in June,
10 there was not a payment missed in July because in
11 July they were told -- we were told there was not a
12 payment generated by your company at that time. You
13 said one was initiated on July 27th when there was a
14 due date for July 28th. I mean, it's -- that's
15 24 hours, I mean. And then the disconnect that you
16 mentioned, there was not a 21 day in between at all,
17 that was due by August 17th after the one from the
18 28th that you said had to be in. So I'm just showing
19 that the reasoning for us filing this informal and
20 formal complaint is completely legit just based on
21 the information that you all have sent to us.

22 So my next question and I'll -- I'll take
23 a second after this 'cause I know this is going to be
24 -- it says on June 30th service was stopped. Why did
25 you continue charging us past the stop date, why did

1 it go through to July 6th? If the service had been
2 stopped on the 30th, final bill or not, the last bill
3 that was due on July 15th was the 108.82, we were
4 only there 14 days of the month. Why did you all
5 carry that bill over past the stop date to August --
6 excuse me, to July 6th?

7 MR. CLARK: (Inaudible).

8 THE WITNESS: So Page 89 on Exhibit 100C
9 is a copy of your final bill for the services on
10 Spruce. And you were only billed -- if you look on
11 the second page, so it's actually Page 90, you were
12 billed service from June 14th through June 30th, that
13 was your final bill and we did not bill this account
14 in Mr. Clark's name past June 30th on Spruce.

15 BY: MS. CANADA

16 Q. So where did the 22nd of June through
17 July 6 come from? 'Cause that's what the online --
18 that's what the online, using the Ameren site, that's
19 what it shows and it shows to this day zero balance,
20 last payment 108.82, service from June 22nd to
21 July 6th.

22 MR. CLARK: If that wasn't the case why
23 our first bill ever at a new residence is a
24 disconnection bill, to be our first bill ever in a
25 new residence is disconnection bill?

1 BY: MS. CANADA

2 Q. But there was no mention of \$75, it
3 stopped at the 108.82.

4 MR. CLARK: The first bill that you ever
5 sent us at Waldorf was a disconnection bill.
6 Disconnection. Now, this is your bill for this
7 month. It was a disconnection bill and we wasn't
8 even at this residence less than 30 days. It's a
9 disconnection bill. So where did you get that
10 reading from then?

11 THE WITNESS: So I want to back up just a
12 tich, if that's okay. And Ms. Canada, I apologize
13 that we weren't able to look at your exhibits yet.
14 So whatever --

15 MR. CLARK: (Inaudible).

16 THE WITNESS: You submitted -- yeah. Once
17 I look at that I could answer that because you should
18 not have received any type of documentation that
19 indicates that we billed you for usage past
20 June 30th.

21 MR. CLARK: That was the final cost we
22 called you for.

23 MS. CANADA: We'll wait until --

24 MR. CLARK: That was our question.

25 BY: MS. CANADA

1 Q. We'll wait until you all are able to
2 see it. But it's from the -- it's from June 22nd.
3 It states on that final account --

4 MR. CLARK: (Inaudible).

5 BY: MS. CANADA

6 Q. -- if you were to go online through
7 your guy's site, the Ameren site, it says zero
8 balance, final bill, last payment 108.82. And the
9 dates on that is July 22nd through July -- I'm sorry,
10 June 22nd -- I apologize, June 22nd through July 6th.
11 So I'm trying my best to get that over to you guys.

12 MR. CLARK: And then we also have another
13 one saying different dates, June, July -- I mean,
14 from June 24th to July 6th -- no, July 14th.

15 BY: MS. CANADA

16 Q. So that's -- those are the ones that
17 I'm so upset we can't get to you. But I'll -- I just
18 wanted that noted that that -- that is the final
19 statement via your website, it says June 22nd to July
20 the 6th, 108.82 last payment.

21 **A. Once I see that I'm certain I can**
22 **explain that. But without looking at it, I know you**
23 **understand. So thank you.**

24 Q. Thank you. Now, last thing that I
25 wanted to point out real quick -- let me see. I want

1 to make sure that I'm reading down what I wrote
2 correctly. Bear with me one second. Okay. I just
3 wanted -- six days until the new service address. So
4 is that normal -- is that normal procedures that
5 after the customer has stopped service on a certain
6 date that the bill would carry through to a date past
7 that? I mean, again, we stopped on the 30th and the
8 -- it plainly says through July 6th, is that normal?

9 **A. It depends on -- like I said, without**
10 **looking at it, I really don't feel comfortable**
11 **answering. But I know that it is not normal that we**
12 **would notify -- or that we would have any**
13 **documentation that says that you were billed past**
14 **June 30th. That would not be normal.**

15 Q. Okay. So where did the amount --
16 where did the amount of the 71.71 come from if in
17 fact on the website it does say that the last payment
18 was 108.82?

19 **A. Okay. So I'm looking at the last**
20 **regular bill that you received on Spruce which is**
21 **Page 85. And so at that point your balance was**
22 **108.82.**

23 Q. Uh-huh. And then, as you mentioned
24 earlier in the opening statement, it was mentioned
25 that there was a balance of 71.71 that you all

1 applied to that bill but when I paid that \$75 in
2 August I was informed that that bill or that account
3 was now closed. And I know --

4 MR. CLARK: Once again -- (Inaudible).

5 BY: MS. CANADA

6 Q. And again, so I made that \$75 payment
7 just honestly on good faith 'cause I knew there would
8 be a bill coming and I want to make sure I stayed on
9 top of it.

10 A. Okay.

11 Q. But then when we received
12 verification of you receiving that \$75 it said that
13 it was applied to a \$71.71 balance of charges from
14 the old account that was already closed. So that --
15 that does need some clarification I would say.

16 A. So we did receive the payment of
17 108.82 that posted to your account on July 11th.
18 Your final bill, that final bill that I mentioned
19 that came out for service through June 30th, the
20 total electric charges were \$90.04.

21 MR. CLARK: So why do we have (inaudible).

22 THE WITNESS: I mentioned a little bit
23 earlier that we credited, we applied back the deposit
24 amount that we were holding in the amount of \$18.33.
25 So we subtracted, or credited that 18.33, we took

1 that off of the \$90.04 that you owed for the 14 days
2 of service on Spruce and that's where we got the
3 balance of 71.71 that was still owed on Spruce. Now,
4 that balance transferred over to your Waldorf account
5 and when you made that \$75 payment it may have been
6 made towards Spruce but then that \$75 payment
7 transferred over to Waldorf and was applied at that
8 time but it was applied to that account number. But
9 that account number included the transferred balance
10 of 71.71 from the final bill on Spruce.

11 BY: MS. CANADA

12 Q. Actually, Aubrey, that \$75 was
13 applied to the account on Spruce that began with 504,
14 it was not applied and I ended up paying another 75
15 because of that reason to go towards the Waldorf
16 address. But you said that you guys received that on
17 July 11 --

18 MR. CLARK: We were told (inaudible).

19 BY: MS. CANADA

20 Q. -- but we received that bill saying
21 that you wanted 180, right. We were informed of that
22 bill when I called and questioned about where this
23 154 disconnection came from, that's when we were told
24 that there was an outstanding balance. And we did
25 not get that bill, you all sent it via email.

1 MR. CLARK: And at that time I asked the
2 woman, well, you said we owe you \$180 but go down on
3 the bill when it said what description, it only
4 calculated up to \$90. So where the other \$90 come
5 from? You know what I'm saying?

6 BY: MS. CANADA

7 Q. You're saying you received that on
8 July 11th so that shouldn't even have been mentioned
9 on that bill. Because it was received before you
10 said that the bill was sent out or initiated on
11 July 27th. So that's almost, what, another ten days
12 in between you receiving the payment and when you
13 said --

14 MR. CLARK: (Inaudible).

15 BY: MS. CANADA

16 Q. -- you initiated that bill between
17 what we actually received as a disconnection?

18 MR. CLARK: And that right there is what
19 I'm saying, inaccurate payment. That even though
20 that bill is stated \$180 look down on the screen and
21 calculated up to \$90, inaccurate payments.

22 BY: MS. CANADA

23 Q. So we're just trying to follow along.

24 A. I'm not sure. I don't know what the
25 question is at this point.

1 MR. CLARK: (Inaudible).

2 BY: MS. CANADA

3 Q. The question is you're saying to us
4 on this conversation -- or during this hearing today
5 you're naming these dates and these times and we're
6 listening, obviously we're listening. But if you're
7 saying that something was initiated on the 27th but
8 you received this on the 11th, but on this bill that
9 we never received until we got the one that was due
10 August 17th for 154 and the disconnect amount. When
11 we inquired about that we received an email showing
12 this 180 but it was -- we didn't receive the payment
13 before we sent out that payment. But you just said
14 earlier that you received it July 11th and initiated
15 that on July 27th. So --

16 MR. CLARK: Let's keep it simple. Can you
17 explain to us the -- can you explain to us all the
18 payments that we get sent to y'all, where they
19 applied to? Go one by one. All the payments that we
20 sent to y'all tell us what bill did they go to and
21 how we owe you guys?

22 BY: MS. CANADA

23 Q. We're just -- we're speaking from
24 2023 to end up owing this money after we stopped the
25 service.

1 MR. CLARK: 'Cause we owed that -- we owe
2 this same money from the very first time this account
3 opened last year, from the year before that, all the
4 way up to this point around the same time. Explain
5 to us all the money that we sent to y'all, where did
6 that get applied towards? If you can't explain that
7 then I'm done doing business with you. (Inaudible).

8 THE WITNESS: Yeah. The Exhibit 101C that
9 we presented, which shows the payment history, it
10 breaks it down -- it shows you -- Page 1 shows you
11 the payments that were applied to the Spruce account
12 in 2003. Of course it goes back to -- or to '21.

13 Q. Uh-huh.

14 A. And then on Page 2 it shows payments
15 that were applied to the Waldorf account.

16 Q. Okay.

17 A. So that's where the payments -- so
18 you have -- and maybe I should put this out there
19 too. If you, when looking at this exhibit, see any
20 -- if you recognize -- if you believe that you made
21 payments that we did not apply --

22 MR. CLARK: You said it yourself.

23 MS. CANADA: Let her --

24 THE WITNESS: Yeah. So --

25 MR. CLARK: (Inaudible).

1 BY: MS. CANADA

2 Q. Go ahead. I'm listening.

3 A. So I guess I will be interested to
4 see the information that you have for exhibits to
5 ensure that -- and I guess I'm not sure what payments
6 you have made that you believe have not been applied
7 to your accounts appropriately.

8 MR. CLARK: All of them. All of them.

9 BY: MS. CANADA

10 Q. I'm particularly wondering on the
11 activity sheet why when we do make these overpayments
12 -- because the whole purpose, Aubrey, was to be able
13 to use those funds if necessary when we did move. So
14 where are the credits being shown on the activity
15 sheet?

16 MR. CLARK: We can get this --
17 (Inaudible). They already got it.

18 BY: MS. CANADA

19 Q. 'Cause I don't see on the activity
20 sheet anywhere where it shows a credited amount in
21 the amount of 29.45 or a credited amount in 18.33 or
22 credited amount in \$10 or \$1.90, I'm not seeing any
23 of that on the activity sheet that you all are using.
24 They don't show it.

25 A. I think I understand what you're

1 asking. So I'm looking at Exhibit 102, 102C which is
2 the account activity statement for both of the
3 accounts.

4 Q. Yeah.

5 A. And there is not a specific column
6 that shows any overpayment amount. However, you have
7 to kind of calculate it manually. So let's just go
8 back to, we'll say, I'm trying to -- okay. So
9 April 6th -- okay. March 22nd of 2023, this is
10 Page 3 of 4 on Exhibit 102C. Your bill amount came
11 out for \$89.20.

12 Q. Uh-huh.

13 A. We received a payment on April 6th of
14 \$100.

15 Q. Uh-huh.

16 A. So without getting my calculator out
17 that's about \$11 of an excess credit that you had at
18 that point in time.

19 Q. Right. We're just asking why they
20 don't -- why you all don't show them?

21 A. It doesn't show -- it doesn't show on
22 this activity statement. But you can see then --
23 your bill came out on April 21st for 104.06.

24 Q. Uh-huh.

25 A. That was the amount of your total

1 charges. But your total bill was only 93.26.

2 Q. Right.

3 A. That's where you can see that the
4 credit was reflected. Because you had an
5 overpayment, you had a credit amount, it was applied
6 to the 104.06 which left that total bill amount of
7 only 93.26. So even though there's not a specific
8 column that reflects that you overpaid by \$11 and
9 some change it is reflected in the amount of your
10 total bills each month.

11 Q. So when a customer overpays their
12 account and even though it's not reflecting on the
13 activity sheet and we do get the emails and the texts
14 saying you have a credited amount of this amount or
15 that amount, what I'm wondering is do you feel -- or
16 I guess your opinion shouldn't be. But shouldn't
17 there be a way where the customer can say, well, I
18 would like to use my credit for this or that? 'Cause
19 an adviser simply says, well, you didn't tell us
20 within the timeframe. And when we ask the timeframe
21 they weren't able to give us one. So isn't that
22 something that the customer should be able to do as
23 well, be able to say, well, I overpaid this and I
24 would like to apply it to this without it just being
25 gone?

1 A. Sure. I can answer that. I do want
2 to start by saying on your bill statements, not any
3 of the email alerts that you're receiving but your
4 actual copy of the bill.

5 Q. Uh-huh.

6 A. Every month when you had an
7 overpayment it does show that even though it shows --

8 Q. Additional charges, yeah?

9 A. Right. It shows credit and then a
10 little negative 10.80. So you overpaid by \$10.80 the
11 previous month for example. Now, as far as
12 overpayment of an account. So if your balance is
13 like \$100, you pay 150, you have a \$50 credit. That
14 credit is not going to automatically be issued as a
15 refund check to the customer, it's going to sit there
16 as a credit and then it's going to be applied to the
17 next monthly bill. Unless for some reason there --
18 if a customer calls and said, hey, I paid extra
19 for -- you know, I paid \$50 extra this month, I would
20 like this \$50 to be applied to another of my accounts
21 or there was some other --

22 Q. How many times does a customer have
23 to do that?

24 A. Not a whole lot to be quite honest
25 because we're --

1 Q. Right. Exactly, yeah.

2 A. Sure.

3 Q. Yeah.

4 A. But you definitely get the benefit of
5 that credit or that overpayment because it is applied
6 to your next month's bill. However, there's also --
7 we have a certain overpayment refund process that is
8 an internal process or policy that we follow. And
9 generally speaking, a customer refund is not issued
10 in the form of a check unless a customer asks and
11 then there are certain -- sometimes we might ask a
12 customer to mail in a copy -- a bank statement, you
13 know, stating such. I mean, there's a lot of
14 different variables in there. But a short answer is
15 no, it's not going to be automatically refunded to
16 you.

17 Q. Okay. 'Cause -- I'm glad you said
18 that. I was just getting to my last question
19 honestly. That is exactly what I was about to say.
20 Now, the way that I found out about this around the
21 clock billing and the peak time and the day and
22 night. This was not information that was given to me
23 by any representative. My sister, my blood sister is
24 an ex-corporate Ameren employee, her name is Tamika
25 Coal, I have no reason to lie about this. That is

1 how I found out about there being payment plans. Now
2 again, you keep saying that they can see it on the
3 website but some of us don't have the ability to see.

4 So with that being said, you know, the
5 advisers should be saying this and this is available
6 but since they didn't that's no never mind. My
7 question is to you at this point what exactly has
8 been the training procedure or what exactly do you
9 all do when a customer asks I would like that in a
10 form of a check and the adviser tells them we do not
11 do that?

12 MR. CLARK: (Inaudible).

13 BY: MS. CANADA

14 Q. Now you said that there's extenuating
15 circumstances. But if you listen to our recordings,
16 Aubrey, you know that Mr. Clark asked several times
17 to have his credited amount, whether it was \$20 or
18 two dollars, to become a form of a check and he was
19 denied that ability.

20 MR. CLARK: Sure was. Both times.

21 BY: MS. CANADA

22 Q. Why is that if that's an option?

23 A. Well, without listening to and
24 reviewing this specific -- if you knew a specific
25 interaction I certainly --

1 Q. -- all 40 of them.

2 MR. CLARK: Should be more than that.
3 We've got more than that.

4 THE WITNESS: Exactly. And that's why
5 it's hard for me to reference a specific call because
6 I did listen to so many of them. But I will say that
7 oftentimes it may have been based on the timing that
8 your account was already in the bill cycle window.
9 So there's -- I really can't answer that specifically
10 as to why -- on what specific occasion Mr. Clark was
11 advised that we would not send a refund check. But
12 chances are, I mean, it was applied to the next -- I
13 mean, well, not chance --

14 BY: MS. CANADA

15 Q. Well, I would like it to be notated
16 that we did request on more than one occasion for
17 that to be sent back in the form of a check.

18 MR. CLARK: And was -- (inaudible).

19 BY: MS. CANADA

20 Q. And we did stop -- we did stop doing
21 the overpayment upon coming to the Waldorf location
22 because we were told we don't do that. So I just
23 wanted that to be noted that even though you say that
24 there are situations where you all do do that, as a
25 customer we were denied not once, not once, but at

1 least three times receiving a check for our credited
2 amount. I just want that noted.

3 MR. CLARK: And I wanted it to be noted.

4 JUDGE FEWELL: Okay. I think it's a good
5 time to take a recess.

6 MS. CANADA: Yeah.

7 JUDGE FEWELL: When would everyone --

8 MR. CLARK: Recess, I got (inaudible).

9 JUDGE FEWELL: -- come back? Is 1:45 too
10 soon?

11 MR. CLARK: 1:45?

12 MS. CANADA: What time is it now?

13 MR. CLARK: It's 1:00, 1:01. Can we do
14 2:00?

15 JUDGE FEWELL: It everyone okay with
16 recessing until 2:00?

17 MR. CLARK: 'Cause my cousin fixin' to
18 come down here and help me submit everything as far
19 as -- you know.

20 JUDGE FEWELL: Okay. We will recess until
21 2:00. I'll see you all then. We're off the record.

22 (At this point in the proceedings, a short
23 recess was taken.)

24 JUDGE FEWELL: All right. We can go back
25 on the record.

1 MS. CANADA: I'm here.

2 JUDGE FEWELL: Okay.

3 MS. CANADA: And is the Judge on the line?

4 JUDGE FEWELL: Yes, I'm here.

5 MS. CANADA: Okay. I apologize. Mr.
6 Clark just got called to an emergency with his
7 daughter at school. He had to step out. I'm not
8 sure what that's going to mean with regard to the
9 rest of the hearing. But I am still available. I
10 just wanted to make sure that you knew he had to step
11 out.

12 JUDGE FEWELL: I appreciate that. I hope
13 everything's okay with his daughter. So because he's
14 not testifying, I don't think we anticipate him
15 testifying anymore, I don't believe he needs to be
16 here. If he wanted to cross, have any questions for
17 witnesses, that would be the only purpose for him to
18 be here at this time. He is a party.

19 MS. CANADA: Yeah.

20 JUDGE FEWELL: But I think because you're
21 jointly --

22 MS. CANADA: Yeah. He said he did have
23 some stuff that he wanted to speak on but he was
24 afraid he wouldn't make it back in time. So we can
25 just move forward if you want and if he makes it he

1 makes it. I'll try to cover anything that he wanted
2 to bring up.

3 JUDGE FEWELL: Okay. I appreciate that.
4 And I believe -- are we on the record?

5 MS. CANADA: Are you talking to me?

6 JUDGE FEWELL: Yes. Sorry. Ms. Bleskey.

7 THE REPORTER: Yes, we're on the record.

8 JUDGE FEWELL: Okay. Thank you. I
9 believe you were still questioning Ms. Krcmar, Ms.
10 Canada. You may continue.

11 MR. PRINGLE: Judge, this is Travis
12 Pringle from Staff. Just one matter before we
13 proceed. I did receive an email from Ms. Canada with
14 -- it's titled evidence for hearing.

15 MS. CANADA: Yeah.

16 MR. PRINGLE: Would you like me to forward
17 this on to the parties? It has four attachments to
18 it.

19 JUDGE FEWELL: Yes, you can, Mr. Pringle.

20 MR. PRINGLE: All right.

21 MS. CANADA: Yeah. And as far as that's
22 concerned, your Honor, as well, we're still trying to
23 get the rest of it over to you. I think that the
24 problem was he was trying to send it to too many
25 people at one time. So we have my -- one of my

1 family members over here trying to get the
2 information to you all. So it might come through a
3 little at a time as we move forward.

4 JUDGE FEWELL: Okay.

5 MR. PRINGLE: And Judge and Jennifer, I'm
6 sending the email right now with those four
7 attachments from Ms. Canada so you guys should have
8 those shortly.

9 MS. HERNANDEZ: All right. Thank you.

10 MS. CANADA: Okay.

11 BY: MS. CANADA

12 Q. All right. So let me pick up from
13 where I was. All right. Aubrey, how do I say your
14 last name, I don't want to murder it?

15 A. Oh, that's okay. It's Krcmar.

16 Q. Krcmar, okay. So Ms. Krcmar, what I
17 am going forward with, I'm hoping I'm not repeating.
18 But I tried to stop and mark where we were. Oh, hold
19 on one second. I'm sorry.

20 (At this point in the proceedings, an off
21 the record discussion was held.)

22 BY: MS. CANADA

23 Q. All right. So he just let me know
24 that he got a little bit of it worked out.
25 Unfortunately we're still having some issues with the

1 remainder of it. So if that still stands until
2 Tuesday I will get that over to you all. I'm sorry,
3 I'm getting a little bit overwhelmed with this whole
4 situation at this point, so.

5 Okay. Moving forward. You had mentioned
6 that you all don't consider the CPAP machine a life
7 threatening medical equipment, do you remember saying
8 that earlier?

9 **A. Yes. To the best of my knowledge.**
10 **I'm not an expert on the Medical Equipment Registry,**
11 **that's handled by a specialized team within the**
12 **company. But to my recollection, a CPAP is not**
13 **considered critical medical equipment.**

14 Q. Okay. Well, the reason that I'm
15 asking on that is it's not often that people would
16 take their CPAP, you know, out on the road unless
17 they're traveling out of town. But you had mentioned
18 that we did not get the medical review forms back to
19 you in time, that they expired. So when that
20 happens, do you not initial or initiate another one
21 going out immediately or do you wait to see if we
22 request another one?

23 **A. Well, the Medical Equipment Registry,**
24 **the pending status does not expire until after we**
25 **send a notification letting you know that we're still**

1 waiting on it. So we do send notification. But once
2 it expires there is not an automatic mail out of
3 additional forms, that's correct, unless the customer
4 calls back and requests it again.

5 Q. Okay. Just wanted to make sure. So
6 go back a little bit. Another example that we were
7 speaking on was in June of 2022. He was bringing up
8 how some of these payments are -- the multiple
9 payments in one month does repeat. In the month of
10 June of 2022 there was a payment made on the 1st and
11 there was another one made towards the end of the
12 month. Again, because of the threat of disconnect we
13 have been making payments every month since the
14 account has been open. Recently we were informed
15 about a 50 percent payment that has to at least be
16 paid on the account to not go into disconnect status,
17 I'm assuming that's what they meant, or that's what
18 they were trying to explain to us. But with that
19 being said, that was our example -- or one of our
20 examples of this reoccurring.

21 So when we go back and look at the March
22 of 2022 disconnect where you said the error occurred
23 in your system, would that not be something that you
24 would call back and let the customer know that there
25 was something done in error when -- in regards of a

1 disconnection because we were disconnected,
2 reconnected, and then disconnected again and then
3 reconnected. So we're just trying to find out, is
4 that where the payment issue started to become
5 overlapping or is that where you would say the
6 account began to get a little out of whack, for lack
7 of a better word?

8 **A. Well, I'm not certain I understand**
9 **the question. But there were -- to be clear, the**
10 **system issue that we -- that I described earlier when**
11 **Mr. Pringle was asking for clarification, that did**
12 **not have anything to do with payments posting, it had**
13 **to do with the fact that a second 96-hour outbound**
14 **collection call attempt was not made prior to**
15 **interruption of service during Cold Weather Rule. So**
16 **that had nothing to do with any payment postings. So**
17 **that wouldn't have affected anything.**

18 **Q. Well, what I'm getting at is without**
19 **us being aware of the registry for the Cold Weather**
20 **Rule, for us to have to take these steps, you know,**
21 **we just assumed -- and I guess we shouldn't have just**
22 **assumed -- that the Cold Weather Rule pertained to**
23 **everyone. So upon that disconnection why was it not**
24 **explained to us at all that that was the situation at**
25 **that initial time regardless of, you know, the call**

1 that came in during that cold weather season from
2 November 1st to March 31st, when that disconnect took
3 place, why weren't we informed at that point about
4 the Cold Weather Rule or the registry for it?

5 A. Well, I think I may have mentioned
6 this earlier. But we did not receive any contact
7 from you or Mr. Clark prior to your disconnection for
8 nonpayment on March 4th. So we had no contact with
9 you so therefore there was no discussion about your
10 opportunity for Cold Weather Rule payment agreement
11 or energy assistance or even Caring Contact program.

12 And I think I mentioned this as well
13 earlier that the registry -- the Cold Weather Rule,
14 low income, elderly/disabled registry, which we
15 consider as part of our Caring Contact program, does
16 not prevent disconnection in Cold Weather Rule it
17 just allows for additional notification and/or
18 potential payment options that might not be available
19 to those not in the Caring Contact program. But
20 again, we didn't -- you didn't call us prior to the
21 disconnection, you didn't call us until March 4th.

22 Q. Right.

23 A. So we had no opportunity to discuss
24 anything related to the Cold Weather Rule with you or
25 Mr. Clark.

1 Q. What I'm asking is when we made that
2 call on March 4th, why were we not informed at that
3 time -- or the adviser did not say, hey, you know,
4 there's a registry for. Why were we not informed
5 when we were on the phone, when we were being
6 disconnected, why were we still not informed about it
7 didn't end till the 31st?

8 A. Well, there was no mention on the
9 March -- I listened -- the calls that were made on
10 March 4th, I actually relistened to those this
11 morning. There was no mention -- the discussion
12 between you and our advisers only had to do with the
13 reconnection, what was needed for reconnection, there
14 was no mention of a request for a registry, there was
15 no mention of --

16 Q. I'm asking why?

17 A. -- disability. So there was no --
18 there was no indicator that you were interested in
19 seeking that. And --

20 Q. Well, we were being dis -- we were
21 disconnected and reconnected. I'm asking why -- why
22 is the adviser not saying at that time to us, we had
23 no knowledge of it. I honestly did not find out
24 about the Cold Weather Rule until I spoke to Ms.
25 Fontaine once we had started this whole process. I'm

1 simply asking upon that conversation -- I know it
2 wasn't mentioned because we didn't know about it.
3 I'm asking why were we not informed about it by the
4 adviser at that time?

5 A. Well, let me back up just a little
6 bit as well. So you actually were already -- had
7 already been on a Cold Weather Rule payment agreement
8 in 2002's (sic) Cold Weather Rule season. In January
9 of 2022 you established a Cold Weather Rule payment
10 agreement and I believe you did it yourself through
11 our voice response unit. There was no contact made
12 with an adviser in January of 2022 when you set up
13 the Cold Weather Rule payment agreement. But you had
14 already been on a Cold Weather Rule payment agreement
15 which defaulted due to a missed or partial payment.
16 That defaulted in February. So --

17 Q. I -- go ahead.

18 A. So when you -- after your services
19 were disconnected and you were calling in to see
20 about that the -- you were offered a reinstatement of
21 your Cold Weather Rule payment agreement which is
22 what we do during Cold Weather Rule. We don't offer
23 you a brand new one, we offer to reinstate your
24 existing or your previous Cold Weather Rule payment
25 agreement. So that option was what was available to

1 you at the time. But again, there was no -- the
2 registry at that point would not be something that
3 the adviser would think that would be beneficial to
4 you because your services had already been
5 disconnected. So it just -- it really wouldn't make
6 the most -- it wouldn't be an option that I think the
7 adviser would seek to provide you information for due
8 to the timing of that call after disconnection on
9 March 4th when the Cold Weather Rule is scheduled to
10 end March 31st.

11 Q. I think that any information,
12 anything that the advisers have knowledge of at all
13 should be informed to the customer, whether we know
14 about it, whether it's pertinent or not, this is
15 information that, you know, is almost a -- basically
16 what you're saying is don't ask, don't tell. I mean,
17 if we don't know -- I thought I was just under a
18 regular payment agreement for instance, I didn't know
19 I was under a cold weather payment agreement. Do you
20 see what I'm saying? So I just don't understand why
21 the advisers aren't informing us all of the
22 information, whether the customer knows about it or
23 not.

24 A monthly bill -- let's see, it says
25 Chapter 13, Service and Billing Practices. I believe

1 that it was either Number -- was it Number 7 on that?
2 It says the monthly bill, customers should have at
3 least 21 days from the condition of -- or excuse me,
4 from receiving notice via bills to pay the utility
5 charges. I'm going over that statement just to bring
6 up the transfer of service or the stop service. Upon
7 ending the prior account and starting the new
8 account, what happened to that rule?

9 'Cause we received again no bill for the
10 month of July, the first bill we got was a
11 disconnection bill. We did not receive any notice of
12 a disconnection bill, we did not get notified that we
13 were in disconnect status. The first thing we
14 received was not a green copy, was a red copy
15 disconnection charges. Why was that done that way?

16 A. Well, we did send you -- apparently
17 you must not have received it. But we did generate a
18 bill for service on July 26th of 2023, that was your
19 first bill for services on Waldorf. This was
20 generated on July 26th with a due date of August
21 17th. Since payment was not received by August 17th
22 that disconnection notice, which you -- in my opinion
23 you believe was your first bill, it wasn't an actual
24 bill. But that disconnection notice was then
25 generated and mailed on August 22nd, since the

1 August 17th due date for services was -- there wasn't
2 a payment received by then. So we did -- so it's --
3 we did mail a bill prior to the disconnection notice
4 for service on Waldorf.

5 Q. Okay. I'm going to go back to that
6 bill. There we go, right here. Because this bill
7 states final notice, does it not?

8 A. That's not a bill, Ms. Canada. That
9 is a disconnection notice. So there's a difference
10 between a disconnection notice and an actual bill
11 statement, or energy statement.

12 Q. You guys generated one on the 26th
13 that we obviously did not receive. But that's
14 neither here or there. What I'm saying is this --
15 this one right here that says final notice, the
16 disconnection statement that you're calling it, was
17 there any notice in between those two, the one you
18 said you sent out or was generated on the 26th and
19 this one? And it says the due date on this -- if I'm
20 looking at it correctly, it says August 22nd due date
21 or is that --

22 A. That's the date that --

23 Q. Okay. So if you're saying that that
24 was sent out on the 17th, September 1st was the
25 disconnect date, that sounds like less than 21 days.

1 A. Well, we're required to provide 10
2 days notice before disconnection for nonpayment. And
3 this is -- like I said, this is not an actual bill.
4 The bill that was generated July 26th has a due date
5 of August 17th. So that was the regular bill. Since
6 payment wasn't received by August 17th on August 22nd
7 a disconnection notice was rendered. And that allows
8 10 days -- and of course September 1st -- subject to
9 disconnect after September 1st. So the soonest that
10 the account would have been subject to disconnection,
11 based on what I'm looking at here, would have been
12 September 2nd, which is the 10 days.

13 Q. Okay. It says amount and date of
14 last payment, \$75 received on August 15th. Again, I
15 don't want to go back and forth about if we received
16 it or didn't receive the first one. But there was a
17 payment received on August 15th itself and then you
18 said that the next payment for \$80 you all didn't
19 receive until September the 8th. However that was
20 done on the 29th and that was the day of the
21 conversation I believe with Terri to find out -- and
22 we were already in the formal process, that's why we
23 were actually talking to Terri at that time and she
24 informed me of what I could do, how much I could pay
25 to stay connected and that's why the payment of \$80

1 was submitted. So again, the 21 days I'm not seeing
2 from the date you received the last payment and you
3 said that was due on the 17th, to September 1st.

4 **A. Well again, I don't want to keep**
5 **repeating myself, but...**

6 Q. Well, we'll just leave it at that
7 then.

8 **A. Okay.**

9 Q. It's fine. Okay. So the last
10 question that we have or the one question that Dranel
11 wanted me to make sure that I mentioned to you all is
12 what was the explanation for this one thing. Why
13 when we make our payments is the bill increasing
14 instead of decreasing?

15 **A. Well, as the account activity**
16 **statement reflects, your payments are being**
17 **appropriately applied, the payments then will**
18 **decrease the amount that was due.**

19 JUDGE FEWELL: Ms. Krcmar, I just want to
20 interrupt really quick. This is Exhibit 102C that
21 you're referring to?

22 **THE WITNESS: Yes. I'm sorry.**

23 JUDGE FEWELL: That's okay.

24 **THE WITNESS: Yes. So you're still billed**
25 **for actual usage each month of course.**

1 BY: MS. CANADA

2 Q. Yeah.

3 A. So there's a column where you're
4 receiving credit for your payments.

5 Q. Uh-huh.

6 A. And then the column where you're
7 receiving a charge, or a debit for the electric
8 service that's used in the next billing period. So
9 your balance is decreasing by the total of the
10 payment that you've made but then of course with the
11 next monthly bill cycle you're then billed for
12 additional electric service used.

13 Q. So every time that we paid our bill
14 on that activity statement you're saying that you
15 receive it after the other bill has been initiated
16 and that's why it looks like it's increasing?

17 A. Probably not every time. But
18 sometimes certainly.

19 Q. And the due date on the account when
20 we were on Spruce I believe was the 15th, correct?

21 A. On Spruce I'm actually -- I'm just
22 glancing at Exhibit 102C, you know, even just the
23 first page. It looks like -- yes, at the end of the
24 -- once the account was closed it looks like the 15th
25 of almost every month. Of course it can fluctuate by

1 a day or two. But yes, it looks like when you closed
2 out the account there the bill due date was on the
3 15th.

4 Q. Okay. I just wanted to make sure
5 that that was the correct date. So the payments that
6 you received before the 15th, if that's the due date,
7 you're saying that even though you received it before
8 that date it's still going to generate and go up
9 regardless on the next column, it's still going to
10 increase even if it was received before that date?
11 Am I understanding it correctly?

12 A. Well, I'm not sure that I'm
13 understanding your question correctly so I don't want
14 to misspeak.

15 Q. Okay. Okay. Okay. Let me see how
16 can I say it? Let's go back. So that was -- what
17 was that one you guys had it at, I'm sorry, 1-0?

18 A. 102C.

19 Q. 102C. So I can pull it up so I can
20 clarify myself better. I don't want to confuse
21 everyone. And if I'm misreading it, please correct
22 me. But -- so what I'm seeing on 102C, right here --
23 okay. So when I look at it, I'm just going to -- I'm
24 going to pull randomly one of them, if that's okay
25 with you as it is really, really small. So I'm

1 looking at these dates. So transaction dates, right,
2 what exactly does that transaction date mean, is that
3 the date that you all initiated it or sent it out or
4 is that --

5 **A. That would be the date that the**
6 **transaction occurred.**

7 Q. Okay. So the dates on those -- I'm
8 looking at the 14th, the 11th, 13th, 12th, 9th. I
9 see some that are like the 20th and the 22nd, those
10 were early in '22 and '21. So I'm just looking over
11 this. But I'm not seeing -- right here where it says
12 billing period -- glance at the very first one, from
13 September 1st, '21 to September 11th of '21. And
14 then September 11th of '21 to the 12th of '21. Now
15 that would be a full month. But then when you scroll
16 down some of the dates, they don't just stay at the
17 one month, they're -- the transaction date is the --
18 for instance, in May of '22 it's the 19th and it says
19 that the payment was for the 14th of April through
20 the 14th of May, you received the payment.

21 And then what I'm saying is -- so you're
22 telling me that that -- when you receive that payment
23 it would be added to the next I guess month if you
24 didn't receive it in what amount of time? I'm trying
25 to understand how they're -- on my end, even though I

1 know I'm paying this bill, how it's reflecting as an
2 increase rather than a decrease. I'm trying to
3 follow you on that but it's just not making sense to
4 me. I'm not going to lie to you, I'm -- I'm really,
5 really confused.

6 A. And I understand. And I understand
7 that -- you know, I certainly can see where these
8 statements can be, you know, confusing. I, of
9 course, have been reviewing these for over 20 years
10 so --

11 Q. Right, right.

12 A. -- it's easier for me so I definitely
13 understand that. So your payment credit -- I'm
14 trying to decide how easy -- how would be the best
15 way to explain this to you. So the payment credit in
16 that column, that is the amount of a payment or other
17 sort of credit that came in. And if you -- then you
18 would scroll over to the transaction date and that's
19 the date that it posted to the account. So -- and
20 was therefore subtracted from the balance due. And
21 that would then reflect on -- if you go down to the
22 line underneath it then that would show your next
23 bill amount for regular service, electric service.
24 You can -- if you take that, whatever that balance
25 was -- you almost have to start at the top and here

1 was the first bill amount and then you go down to the
2 next row and add in any charges, that's going to get
3 you to the total bill amount. And then if you go
4 down to the next row, if there was a payment you'll
5 subtract that payment and then add in any charges
6 like the late payment charge, deposit, electric
7 service and then that's going to equal what the total
8 bill was for the next month. And you kind of have to
9 go down and subtract your payments that way.

10 Q. Uh-huh. So at the very -- so let's
11 start right here at the very top where the September
12 of '21, when we first started at, okay. I'm seeing
13 charges and debits 47.85. That was our credited
14 amount 'cause I remember we paid \$100 to start this
15 account.

16 A. No.

17 Q. Is that correct?

18 A. No, it's not. So September 14, '21
19 there -- that was the first date that the bill was --
20 the first bill that was generated here on Spruce. So
21 you were billed a deposit and it was broken into
22 monthly installments of \$17.67. So on September 14th
23 when the system was performing the -- was generating
24 the bill you were charged \$17.67 for a deposit
25 installment and \$47.85 for the electric service from

1 9-1 through 9-11 of '21. So those two added together
2 equals the total bill, bill amount, regular bill of
3 \$65.52.

4 Q. Okay.

5 A. Which has a due date of October 6th.

6 Q. Okay.

7 A. So there wasn't a payment received on
8 that bill before the next row says on October 11th of
9 '21, since there hadn't been a payment received by
10 the October 6th due date there was a late payment
11 charge added and then on October 13th of '21 a bill
12 was generated. So you were billed the second deposit
13 installment of 17 and some change and then your
14 electric service from September 11th through
15 October 12th of 119.22. So you add the 65.52, which
16 was the prior balance, plus that late charge to the
17 new charges for October 13th and that's where you get
18 the total bill amount of 203.16 which was due
19 November 4th.

20 Q. Okay. So then with that being said,
21 from the very beginning it sounds like what you're
22 saying is that you were receiving these payments
23 after the date that they were supposed to be in and
24 that's just -- that's what I'm getting from that,
25 right?

1 A. Yes, ma'am. Because then if you go
2 down one -- one more row down on October 18th of '21
3 we received a payment for 65.52.

4 Q. Okay.

5 A. But you can see that was for the
6 total bill of 65.52 which was due on October 6th.
7 And we didn't receive it on October 6th, we did not
8 receive that payment posted until October 18th. So
9 it was after your October 13th bill had already
10 generated.

11 Q. Okay.

12 A. But we still gave you credit for it
13 of course.

14 Q. Right, right, right, right.

15 A. So then that was subtracted from the
16 203.16 and then kind of moving -- so yes, we were
17 receiving payments initially for sure when the Spruce
18 account was opened. You can see there were not
19 consistent on time, in full payments each month which
20 is why there's a balance that kept carrying over from
21 month to month.

22 Q. Right. Okay. So then we did the
23 informal complaint the first time and received the
24 pledge to get that balance down. So now I'm looking
25 at 2023 and this is when the insurance company has

1 now joined the third-party payments at that point.

2 So I'm looking at the previous balance column and I'm
3 going to February 15th is the due date, am I reading
4 it right, is that what you're seeing?

5 **A. Yes. Yes, yes, yes, yes. On Page 3**
6 **of this Exhibit 102C, right?**

7 Q. Right, right. And usually my eyes
8 will double the number so I'm just making sure I'm
9 looking at the right numbers. So after that, the due
10 date is the 15th every month, right?

11 **A. For the rest of that time, yes,**
12 **absolutely. Yeah.**

13 Q. Okay. And then we get down here to
14 where we're having the issue and this is where we
15 stopped doing the overpayments in June. So I see the
16 108.82 right there and that was due on July 15th.
17 You're saying that there was a final bill generated.
18 The online account stated that the 108.82 was the
19 final bill and then you mentioned earlier something
20 about a transfer over for the \$71 remaining balance,
21 right? But I don't see -- I don't see that. And so
22 I look at the very bottom here and it's under the new
23 account.

24 But if the account was -- if this was a
25 final bill or whatever you're saying that this was

1 and than I see the \$18.33 that you guys have under
2 the additional charges area at that time as a
3 deposit, which took it down to 71.71, why is it that
4 when we paid that initial 75 we were told that that
5 was on the Waldorf account instead of the Spruce
6 account? It wasn't until later when I called and was
7 told that that was applied to a Spruce final payment.
8 But on the line it says, from you all, June 22nd to
9 July 6th, 108.82, last payment. I'm just trying to
10 understand why that is. And we did request anything
11 left over by check we were told it wasn't done but
12 then we get this 71.71 after that.

13 **A. Okay. Well, let me try to explain**
14 **this to you. So that third column on the bottom --**
15 **or third from the bottom column on Page 3 of 4. So**
16 **as you mentioned, you knew that 108.82 was your**
17 **amount due July 15th.**

18 **Q. Uh-huh.**

19 **A. Then if you scroll to the left, the**
20 **billing period, that only took you through June 14th.**
21 **So service through June 14th on Spruce there was an**
22 **amount due of 108.82. Well, you can see it wasn't**
23 **due until July 15th. However when you closed out**
24 **that account we had to render a final bill, which you**
25 **see on July 6th it says bill final instead of regular**

1 bill. We had to generate that final bill for the
2 service from June 14th to June 30th. That bill
3 wasn't due till July 28th. But you see, the 108.82
4 wasn't even due yet. It wasn't even due yet.

5 Q. That's what I'm saying. That's where
6 -- that's where I feel like the issue is because
7 you're saying a final bill was generated and we
8 weren't there for the entire month, the bill wasn't
9 due until the 15th of July. Why was there a date
10 past the 30th, why did it go through July 6th period?
11 Like that's not even making sense for me for it to go
12 to July 6th.

13 A. And I have -- and that's why I -- you
14 know, once I see what you're referring to. Because I
15 am interested to see what you saw online that told
16 you that we billed you through July 6th because we
17 didn't, we only billed you through June 30th. And if
18 I'm able to look at what you're looking at I might be
19 able to better explain it. But right now I -- I
20 can't see --

21 Q. I think that -- I think that's one of
22 the ones that it just keeps saying qued on, it's not
23 letting me send that one through. So okay. Well,
24 then at this time I'm done as far as my questioning.
25 I know Mr. Clark has some other ones but that was the

1 only one that I could remember.

2 JUDGE FEWELL: Okay. Are there any
3 questions from the Commission? Hearing none, I have
4 a few questions.

5 EXAMINATION CONDUCTED

6 BY: JUDGE FEWELL

7 Q. I guess to kind of stay on the topic,
8 had Mr. Clark and Ms. Canada remained at the address
9 -- the Spruce address into -- further into the month
10 of July, would that bill have generated and been due
11 for the 15th of August rather than the 28th of July,
12 is that why it was due on the 28th is because they
13 left on the 30th --

14 A. Yes, Judge.

15 Q. -- of June?

16 A. Yes.

17 Q. Okay. And I'm going to kind of
18 change topics now. If we can look back at 100C, the
19 billing statement, really any of them, I'm going to
20 refer to the blue area in the electric service
21 details. When it has the phrase for the reading
22 type, you had said the actual it means real. What
23 other things could come up in that area than actual?

24 A. Actual or estimated?

25 Q. Okay.

1 **A. Those are two different things.**

2 Q. All right. And for the usage type is
3 that -- that's the type of -- it says on peak. Is
4 that available to customers on their bill
5 consistently?

6 **A. The usage amount, yes, that displays**
7 **on every monthly bill statement. And so since this**
8 **account was on Evening/Morning Savers it splits it**
9 **into -- it provides the difference -- the**
10 **differences. And I do want to make a point that, you**
11 **know, like the beginning bill statements that we**
12 **presented as part of this exhibit, you know, in 2021,**
13 **there are differences. You know, we are continually**
14 **looking for ways to improve our communication and our**
15 **bill statements to make things easier on customers.**
16 **So you may see differences in this September '21 bill**
17 **format as opposed to like the most -- the last bill**
18 **in that exhibit. So I just wanted to kind of point**
19 **that out too.**

20 Q. Okay.

21 MS. CANADA: Why don't we have more bills
22 -- oh, I'm sorry, your Honor. I'm sorry.

23 JUDGE FEWELL: You're okay. We'll have
24 another re-cross after my questions.

25 MS. CANADA: Okay.

1 JUDGE FEWELL: Referring to what Mr.
2 Pringle sent us earlier, I had a question about that,
3 if I can pull it up.

4 MR. PRINGLE: And Judge, I just had
5 another email from Ms. Canada with more recordings of
6 PDFs that I can also forward to the parties.

7 JUDGE FEWELL: Yeah. If you can. I
8 may --

9 MS. CANADA: Thank you.

10 JUDGE FEWELL: -- recall Ms. Canada to
11 offer her exhibits.

12 MS. CANADA: Okay. Thank you.

13 BY: JUDGE FEWELL

14 Q. So on the data request, 13, I don't
15 know if you have that available to you, Ms. Krcmar.

16 **A. Jennifer's going to pull it up for**
17 **me, yes.**

18 Q. Okay. I just have a question in it
19 because it states at one point that the accounts
20 would not be billed for reconnection fee regarding
21 that missed 96-hour call attempt. Referring to that
22 and the billing statements, I didn't see in that bill
23 that there was a reconnection fee but it looks like
24 in Staff's appendix they have a reconnection fee
25 listed in March. Was there a reconnection fee, are

1 you aware of one, for Ms. Canada and Mr. Clark --

2 **A. Yes.**

3 Q. -- in March of 2022?

4 **A. Yes. The account was billed a**
5 **reconnection fee. The information that we provided**
6 **to Staff in March of 2022 which were the ways that we**
7 **were rectifying the issue, we actually reached out to**
8 **customers that hadn't received the notification whose**
9 **service was still off and reconnections were issued**
10 **to those customers as of I think it was March 8th**
11 **that were still off. And those accounts were not**
12 **billed a reconnection fee. So this account was**
13 **billed a reconnection fee. So --**

14 Q. Thank you for that clarification.
15 What's Ameren's policy for notifying customers about
16 the different rate types? Is that something that --
17 sorry, to clarify.

18 **A. No, please clarify.**

19 Q. Is that something the customer has to
20 request or is that something that they -- the company
21 provides to the customers without requiring a
22 request?

23 **A. So there is different communication.**
24 **And I guess there are different scenarios since we**
25 **still have our AMI, or our smart meter inflammation**

1 ongoing -- or implementation ongoing. So we do send
2 communication to customers once they received -- once
3 they've had a smart meter or AMI meter installed we
4 send communications to customers in advance of the --
5 so our agreement we -- once an AMI meter is installed
6 they are defaulted to the Evening/Morning Savers TOU
7 rate six months after installation.

8 So in that six months from the time the
9 meter was installed until they've had it for six
10 months we send several pieces of communication which
11 explain the Evening/Morning Savers rate is coming to
12 you, this is going to be defaulted to you in six
13 months but you do have the choice to stay on the
14 Anytime Savers or Anytime Users rate if you'd like
15 to. They have an opportunity to mail in a postage
16 paid postcard or they can call or they can go online.
17 They can actually even do it through our voice
18 response unit through our -- you know, the phone
19 system. So the written communications goes out.

20 We also -- when customers -- like with the
21 -- for this specific -- for this specific customer
22 when you move into an address where they have an AMI
23 meter already and you are just going to start out at
24 the Evening/Morning Savers rate there is scripting
25 that is suggested that our advisers are trained to

1 make note of it. You are going to be -- you know,
2 your service will be starting on September 1st and
3 you will be on our Evening/Morning Savers rate, we do
4 have other rate options available to you and you can
5 go to our website to find out more.

6 And then they -- that gives the customer
7 an opportunity to do the research on their own
8 instead of being shared detailed information about
9 every rate that we offer to a customer. Which some
10 customers may not want to, you know, take the extra
11 five, six, seven minutes on a phone call when they're
12 trying to set up service, you know, for us to go
13 through in detail all of the rate options. So we
14 make mention of it and generally explain to the
15 customers that we can send you a brochure if they ask
16 for more, you can go to the website to find out more.
17 But we are always trying to balance the length of a
18 call, how much time a customer is on the phone with
19 us to do a transaction with the information that we
20 have available to them. So if a customer asks we are
21 going to take as much time as we can to share all of
22 the information. But if there's not really an
23 inquiry from the customer we may just kind of tell
24 them where they can find it on their own after the
25 call, if that makes sense.

1 Q. Sure. Thank you. And it seemed like
2 for the Cold Weather Rule and the Medical Equipment
3 Registry, those do need to be prompted. Is that the
4 case or is that something that's also even mentioned
5 somewhat in passing on a phone call or is that
6 something that like a buzzword or something would
7 lead to?

8 A. Sure. So generally speaking, we do
9 hope that all of our advisers, and I think they do a
10 good job of being, you know, intuitive to a certain
11 degree. So, you know, if certain things are
12 mentioned, if a customer, you know, has mentioned
13 that they have medical equipment that they really
14 need service for, that would be a good opportunity
15 for us to explain the Medical Equipment Registry and
16 offer to share paperwork so that the customer could,
17 you know, potentially enroll in that. And it's the
18 same thing with any of our other options, whether it
19 be the Caring Contact program or the many energy
20 assistance options that we have available to share
21 information with for customers. We do -- it is our
22 intention that advisers are intuitive and will --
23 depending on how the call goes and what's mentioned
24 by the customer, will offer the appropriate program
25 information to them, so.

1 Q. And I think the last question I have.
2 Would it be possible for Ameren to send out a notice
3 on a bill or a separate leaflet or, you know, email,
4 what have you, to a customer prior to November
5 regarding the Cold Weather Rule?

6 A. Honestly Judge, I think we
7 actually -- I think we do that right now. But I'm
8 going off of memory without looking it up. But I
9 actually think that we do send out a specific once a
10 year energy assistance options prior to Cold Weather
11 Rule. But I'm not 100 percent certain, I'm just --
12 I'm going off of my memory right now. But yes, it
13 would be possible and I think that is something that
14 we currently do but I'm definitely going to check
15 into it after today.

16 Q. Okay. That was all of my questions.

17 JUDGE FEWELL: Is there any re-cross by
18 Staff?

19 MR. PRINGLE: No re-cross from Staff,
20 Judge. Thank you.

21 JUDGE FEWELL: Okay. And re-cross from
22 Ms. Canada or Mr. Clark?

23 MS. CANADA: Yes.

24 EXAMINATION CONDUCTED

25 BY: MS. CANADA

1 Q. I just want to know why do we have
2 more bills than we do months of the year for each of
3 the years that we've had this account opened?
4 Whether -- because you're saying that these are
5 disconnection statements not necessarily bills. So I
6 was just sitting here kind of going through them
7 during our recess and they're adding up to be more
8 than 12. That's the only utility, electricity, that
9 I'm finding that happening in. Is there a reason for
10 that?

11 A. Based on the information that I'm
12 looking at we have only sent you -- for the most
13 part, unless there was a partial bill where you
14 transferred, but we do only send one billing
15 statement per 30 day bill cycle. So it -- like I
16 said, depending on if there was a prorated bill, if
17 you transferred service. So that may -- that
18 probably -- that likely occurred.

19 Q. Okay.

20 A. At least, you know, when you
21 transferred from Spruce to Waldorf.

22 Q. Yeah. Okay. It was before then too.
23 But all right. There was something that the Judge
24 just mentioned that kind of buzzed in my ear. So --
25 that's what it was. He was asking about sending the

1 customers the information about the Cold Weather Rule
2 and you went into mentioning the assistance program.

3 What does Ameren due upon this situation
4 that, you know, these assistance programs that you're
5 referring people to are out of funds? That has
6 happened to me several times. I mean, like right now
7 the LIHEAP program, you know, I've signed up for it
8 and I'm told the process is 60 days but you can't
9 start it without a disconnection notice, you know,
10 but now the funds are being exhausted. The Urban
11 League is out, Community Action is out, this is
12 something that happens a lot to people in my
13 situation. So what does Ameren do to help?

14 'Cause I did not know about any of the
15 other programs again until I started really
16 researching the company. So if I wouldn't have done
17 that, I wouldn't have known about a Clean Slate
18 program, I wouldn't have known about the 50 percent
19 during the cooling months. There's just so much
20 information that you made mention that you guys do
21 have available to your customers but again, it almost
22 seems like don't ask, don't tell. I mean, not to
23 assume that you're offending anyone, there's nothing
24 wrong with simply saying, you know, does this apply
25 to you, especially if it can help or if you're

1 noticing over the time of the account that there's a
2 reoccurring issue with that customer. I mean, what
3 do you all do in those situations, we just have to be
4 cut off and that's it, oh, well?

5 **A. From my experience, and the many**
6 **calls that I've listened to, I do think that it is a**
7 **priority of our -- our employees to provide all of**
8 **the information. I know that sometimes that agencies**
9 **are out of funds. But we have listings of energy**
10 **assistance agencies that we provide. And as a matter**
11 **of fact, there is -- it's on every one of our -- your**
12 **disconnection notices which is unique to you as well.**
13 **So I'm looking at just your notice from Exhibit 105C,**
14 **on the backside there's not just some of the agencies**
15 **that have like the government funds but, you know, we**
16 **give you numbers to your local Salvation Army, we**
17 **tell you about the United Way 2-1-1 where you can**
18 **either call or go online and they may have -- you**
19 **know, United Way may be able to put you in touch with**
20 **local community agencies as well that may have funds**
21 **or even local churches. So there are --**

22 **Q. Actually that's exactly actually what**
23 **I am -- what I'm speaking on, Aubrey. I mean, this**
24 **is not -- I'm not going to pretend that I'm in a**
25 **financial situation that I'm not -- I utilize any**

1 assistance, United Way and 2-1-1, yes, they will give
2 me a number. But when I call that number if that
3 particular church or community outreach program is
4 out of funding and then I call back the utility
5 company and say, hey, I took the numbers that this
6 person gave me, this person gave me -- I mean, I just
7 went through this not too long.

8 I'm saying that what do you all do in that
9 situation where the funds just aren't there or, you
10 know, you call these numbers from United Way or 2-1-1
11 or even your program and they say, well, did you try
12 this person, they give you another number to call and
13 another number and then you end up circling right
14 back around in a lot more situations than not. And
15 you have to say they're not there, the funds aren't
16 there. Now you're sitting there crying your eyes out
17 trying to figure out how you're going to explain to
18 your family that we don't have electricity for
19 example. So I'm just saying what is Ameren doing in
20 those situations, are you all actually calling United
21 Way and saying to them, hey, are there any funds out
22 there? 'Cause we're referring these people but
23 they're saying that they called the numbers that you
24 gave them and there's no funds available. What are
25 you all doing to help us?

1 A. Well, and I definitely -- I mean, I
2 certainly understand that those are hard situations
3 to be in. But we -- you know, if a customer's not
4 able to obtain energy assistance, I mean, we also
5 have payment options which we outline on the
6 disconnection notices and should be advised by our
7 employees as well. You know, there are oftentimes
8 opportunities for payment agreements or even a
9 payment date extension. We don't offer -- which is
10 -- which will give you a little extra time.

11 So maybe, you know, you're going to have a
12 payment coming in later in the week but your
13 disconnection is scheduled for Monday, we can, you
14 know, oftentimes offer you just a couple of extra
15 days, an extension to pay that bill if you're not
16 able to, you know, obtain energy assistance funding
17 and you need some extra time until you actually get
18 paid. So we do have other options available other
19 than just directing customers to try to apply for
20 energy assistance.

21 Q. Okay. I'm just asking 'cause I know
22 for a fact that happens more than it doesn't and then
23 when we make these arrangements that you're speaking
24 of or take the extension as the activity sheet just
25 show it's rolling right over and now we get a bill

1 saying that it's gone up rather than gone down and we
2 set up an extension. I mean, shouldn't the activity
3 sheet have a spot on there to say extension given and
4 that way when the next bill comes out you're not
5 sitting there like, oh, they want 300 and something
6 dollars from me but I thought that I had until this
7 date to get it into them?

8 I mean, these are just things that I
9 observed as a customer that are very frustrating and
10 concerning and I just -- I feel like sometimes these
11 are things that people overlook when they're not in
12 that situation themselves. So that's why I'm asking
13 the questions that I'm asking because this is the
14 type of stuff, since this account has been open, that
15 has happened. I mean, we took a pledge via Terri's
16 advice in '22 and turned around the very next month
17 the bill is \$167 and that was January of 2023.

18 So it's just -- it's seeming like, you
19 know, the assistance is set up but the assistance
20 that is given you get hit with another one before
21 that even goes through or then when you call in and
22 say, you know, what's my balance there's nothing
23 there and then you get a bill the very next week
24 saying this or that. So that's why I'm asking the
25 questions that I'm asking. I know you have the

1 programs set up but if they're not working what are
2 you guys going to do if the programs aren't -- if
3 it's not working. And I know I'm not the only one
4 because I've discussed it with other people. That's
5 why I'm asking the questions that I'm asking.

6 Moving forward though I don't think that I
7 again had any further questions. I do know that
8 Dranel had a list of his own. So I apologize that
9 he's not with us.

10 JUDGE FEWELL: Okay. Re-direct from
11 Ameren?

12 MS. HERNANDEZ: No questions. Thank you.

13 JUDGE FEWELL: Okay. Ms. Krcmar, you are
14 relieved and now we can move to Staff. You can call
15 your first witness.

16 MR. PRINGLE: Thank you, Judge. Staff
17 calls Ms. Sarah Fontaine to the stand.

18 JUDGE FEWELL: Okay. Ms. Fontaine, can
19 you raise your right hand?

20 * * * * *

21 SARAH FONTAINE,

22 The witness, having been first duly sworn
23 upon her oath, testified as follows:

24 * * * * *

25 JUDGE FEWELL: You may proceed, Counsel.

1 MR. PRINGLE: Thank you, Judge.

2 EXAMINATION CONDUCTED

3 BY: MR. PRINGLE

4 Q. Good afternoon, Ms. Fontaine.

5 A. Good afternoon.

6 Q. Could you spell -- state and spell
7 your name for the record?

8 A. It's Sarah Fontaine, S-A-R-A-H. Last
9 name is F-O-N-T-A-I-N-E.

10 Q. Thank you, Ms. Fontaine. And by whom
11 are you employed and in what capacity?

12 A. I'm employed by the Missouri Public
13 Service Commission and I'm a senior research data
14 analyst.

15 Q. And are you the same Sarah Fontaine
16 who contributed to Staff's report in this matter
17 which has been pre-marked Exhibit 200?

18 A. Yes.

19 Q. And at this time, do you have any
20 corrections or additions to make to that report?

21 A. I do. On Page 1 of my report I had
22 mentioned that Staff had discovered no violations of
23 statutes, rules, regulations, or Commission approved
24 tariffs. And as Mr. Pringle mentioned in his opening
25 statement we did receive a data request late

1 yesterday evening from Ameren in which they did
2 detail that there was actually a violation based on
3 notifications prior to the disconnection on
4 March 4th. So needing to amend my report to reflect
5 that on Page 1 as well as on Page 4 and Page 6.

6 Q. Thank you, Ms. Fontaine. And also
7 when it comes to that DR, do you have a copy of what
8 is DR13 in front of you?

9 A. I do.

10 Q. And have you had chance to review
11 that response?

12 A. Yes.

13 Q. And based on that response, was Staff
14 aware of the situation that Ms. Krcmar also described
15 further during her time on the stand that happened in
16 2022?

17 A. It does look like our consumer
18 services department was made aware back in March of
19 '22 of that occurrence.

20 Q. And then based on the information in
21 that data request, does Staff believe that concern
22 was resolved?

23 A. From my understanding, yes.

24 Q. But regardless, at the time of the
25 disconnection in March 2022 Staff has determined,

1 based on that DR, that a violation occurred?

2 **A. That's correct.**

3 Q. Thank you, Ms. Fontaine. And with
4 those additions and corrections, is everything else
5 in your report true and accurate to the best of your
6 belief and knowledge?

7 **A. Yes.**

8 Q. Thank you, Ms. Fontaine.

9 MR. PRINGLE: Judge, at this time, Staff
10 moves to enter on the record Staff Exhibit 200C and
11 200P. Also, when it comes to the corrections, if you
12 would like for us to file an amended report or an
13 errata sheet we would do however you would like for
14 us to proceed.

15 JUDGE FEWELL: If you can just file the
16 latter.

17 MR. PRINGLE: All right. Will do.

18 JUDGE FEWELL: Thank you. Are there any
19 objections to admitting Exhibit 200, Staff's report?

20 MS. CANADA: No.

21 JUDGE FEWELL: It is admitted.

22 MR. PRINGLE: Thank you, Judge. At this
23 time, Staff now tenders Ms. Fontaine for
24 cross-examination.

25 JUDGE FEWELL: Cross by Ameren.

1 MS. CANADA: Is anyone there? I think I
2 might have lost you all.

3 JUDGE FEWELL: Ms. Hernandez, can you hear
4 us?

5 THE REPORTER: I'm not hearing Ms.
6 Hernandez.

7 MS. CANADA: Nor am I.

8 MR. PRINGLE: Ma'am, --

9 MS. KRCMAR: Sorry. We are having a
10 little technical. I muted the wrong one, sorry. I'm
11 going to mute me.

12 MS. HERNANDEZ: Okay. Okay.

13 MS. CANADA: That's bad feedback.

14 MS. HERNANDEZ: Apologize for that. We
15 were trying to switch from witness cameras to mine.
16 So good afternoon again.

17 **THE WITNESS: Good afternoon.**

18 **EXAMINATION CONDUCTED**

19 **BY: MS. HERNANDEZ**

20 Q. I do have a couple questions for you.
21 Let me just pull up the DR. All right. Would you
22 agree with me on February 18th, '22 a disconnection
23 notice was mailed to the Complainants advising them
24 that 241.26 was needed to be paid by March 2nd, '22
25 to avoid interruption of service?

1 **A. Give me just one second. I'll pull**
2 **up the disconnection notices. I'm sorry, can you**
3 **tell me the dates again?**

4 MS. CANADA: I object. The (inaudible) --

5 JUDGE FEWELL: What was that objection?

6 MS. CANADA: The violation has already
7 been filed.

8 JUDGE FEWELL: I'm going to overrule your
9 objection. If you can answer the question, Ms.
10 Fontaine, whenever you're ready.

11 **THE WITNESS: Yeah. I was just looking**
12 **for some clarification, or a repeat of the dates**
13 **again, if you don't mind.**

14 **BY: MS. HERNANDEZ**

15 Q. Sure. My question was would you
16 agree with me that on February 18th of 2022 a
17 disconnection notice was mailed to the Complainants
18 advising them that \$241.26 was needed to be paid by
19 March 2nd, 2022 to avoid interruption of service?

20 **A. Yes, I do have that in front of me.**

21 Q. And you agree with that statement?

22 **A. It does appear that -- I do have that**
23 **disconnection notice in front of me and it does**
24 **reflect those same dates and amounts.**

25 Q. Okay. And then you would agree that

1 on March 2nd, 2022 Ameren made an outbound collection
2 call to the Complainants and our records note that
3 there was a status of an answering machine message
4 left?

5 **A. Yes. That's the information I've**
6 **been provided.**

7 Q. Do you have any reason to doubt that
8 information?

9 A. No. On the account notes that I
10 originally received in my first initial set of DRs it
11 showed -- actually did show two outbound calls on
12 March 2nd. However, in the DR that I received
13 yesterday evening in the response from Ameren it
14 shows -- explained the situation and said that there
15 was only one outbound call on March 2nd.

16 Q. Okay. Is there a possibility you
17 could have misunderstood the account -- the account
18 record in terms of whether the two calls were made?

19 A. It's a possibility. I don't know.
20 You know, each utility has different terms and such
21 that they use. But based on what I -- you know, what
22 I was provided it did appear when I initially, you
23 know, had those data requests submitted to me and in
24 that that it was -- it did appear that two calls were
25 made.

1 Q. And you would agree with me that on
2 March 3rd, 2022 Ameren made a 24 hour disconnection
3 call to the Complainants?

4 **A. Yes.**

5 Q. That was recorded -- okay. I
6 apologize. And that was recorded in Ameren's records
7 as a live answer by the Complainant?

8 **A. I'll get there real quick. Yes.**

9 Q. Okay. And would you agree with me
10 that when Ameren realized the March 2022 system issue
11 that Ameren was proactive and notified the Commission
12 of the issue versus on -- not the Commission --
13 notified Staff of the issue versus Staff realizing
14 something occurred and then talking to Ameren
15 Missouri about it?

16 **A. From my understanding, the**
17 **conversations were had between our consumer services**
18 **department and Ameren. So I can't say exactly what**
19 **communications occurred and when however it does**
20 **appear that communications were had between those two**
21 **parties.**

22 Q. Would you agree with me that Ameren
23 was transparent to the Staff about what had occurred?

24 **A. It appears that way based on the**
25 **information that I have.**

1 Q. And then I guess just for
2 clarification, I want to make sure I understand your
3 response. You would agree with me that Ameren
4 reached out to Staff to notify them of the issue, of
5 the March 20 -- 2022 issue?

6 A. Based on the information that
7 Ameren's provided to me they did reach out to Staff.
8 However I was not the Staff person that they reached
9 out to so I can't -- I can't say 100 percent that
10 that was how it occurred.

11 Q. But you have no reason to doubt that
12 information?

13 A. No, I don't have any reason to doubt
14 that.

15 Q. Okay. Just one moment. I'll check
16 and see if I have any other questions. No further
17 questions, thank you.

18 JUDGE FEWELL: Thank you. Cross by the
19 Complainants.

20 MS. CANADA: Okay. Thank you.

21 EXAMINATION CONDUCTED

22 BY: MS. CANADA

23 Q. Sarah, if you could -- or Ms.
24 Fontaine, if you wouldn't mind, would you please
25 state what your position is one more time? I just

1 want to make sure that we're all aware of your
2 professionalism.

3 **A. Sure. I'm a senior research and data**
4 **analyst.**

5 Q. Thank you. Thank you. So would you
6 agree with me that you are quite capable of
7 understanding any of the documentation that you are
8 set to investigate?

9 **A. I would agree.**

10 Q. Okay. All right. With that being
11 said, could you look over those records one more time
12 in reference to the March '22 shut off and see if
13 there was a payment, even if it was 10 cents made
14 before the shut off and again a payment made the day
15 of the shut off and after?

16 **A. Okay. Let's see here. So looks**
17 **like, from what I have in front of me, there was a**
18 **payment made on March 7th, 2022 for 194.77, there was**
19 **also a payment agreement that was reinstated for \$13**
20 **per month for ten months.**

21 Q. Okay. And that was -- that was done
22 the day of the disconnect, correct?

23 **A. March 4th, yes. That was the date**
24 **that the payment agreement was reinstated. It looks**
25 **like the payment actually went through on March 7th.**

1 Q. Okay. Thank you. I wanted to make
2 sure that that was clarified, the day that we
3 actually did do that. And then after that payment,
4 the following payment for I believe the month of
5 April, was that paid as well?

6 A. It looks like there was a payment of
7 \$93.94 that went through on April 20th of 2022.

8 Q. Okay. And was there a remaining
9 balance rolling over from that besides the \$13
10 payment agreement amount?

11 A. From what I'm looking at it looks
12 like there was a zero balance after that payment on
13 April 20th of 93.94.

14 Q. Okay.

15 MS. CANADA: That's all the questions I
16 have, your Honor.

17 JUDGE FEWELL: Okay.

18 MS. CANADA: Thank you.

19 JUDGE FEWELL: Are there any questions
20 from the Commission?

21 COMMISSIONER KOLKMEYER: Not at this time,
22 Judge. This is Commissioner Kolkmeyer.

23 JUDGE FEWELL: Commissioner Kolkmeyer
24 joined us as well. I have no questions either. If
25 Staff would like to re-direct?

1 MR. PRINGLE: No, no re-direct, Judge.

2 Just ask that Ms. Fontaine be excused.

3 JUDGE FEWELL: You may be excused, Ms.

4 Fontaine.

5 MS. CANADA: Your Honor, I did have one
6 re-direct question, if that was okay?

7 JUDGE FEWELL: It would be considered
8 cross. But sure.

9 MS. CANADA: Okay. I apologize.

10 EXAMINATION CONDUCTED

11 BY: MS. CANADA

12 Q. Ms. Fontaine, one last question for
13 you. What you're seeing, were we included when those
14 calls that came in on March 8th when it came down to
15 the error that was made, did we receive any outreach
16 from Ameren in reference to that or were we not
17 included in that due to the payment being made?

18 A. I don't see any telephone calls based
19 on my records. And my understanding was that you
20 wouldn't have been contacted since you had been
21 reconnected at that point in time.

22 MS. CANADA: Okay. Thank you. That's it.

23 JUDGE FEWELL: Okay. Ms. Fontaine, you
24 may be excused. I -- I think I'm going to briefly
25 recall Ms. Canada because we did get a lot of -- more

1 than 50 exhibits that you could offer. I'm likely
2 not going to have those, especially the MP3s. I
3 don't think we're going to play those now. I think
4 they're still going to be considered late filed to
5 give counsel the opportunity to object since we did
6 receive those during the pendency of the hearing and
7 not prior to it. If you could describe them for us
8 so that we can kind of have an idea of what they are?

9 MS. CANADA: Okay.

10 JUDGE FEWELL: I know there's a lot of
11 MP3s, some PDFs, some of them are labeled which are
12 helpful, so that we know -- if -- I assume that
13 you're wanting to offer each of these, which maybe is
14 the first question. I saw some zip files and stuff
15 too so I know there's a lot of things there too. And
16 that's fine, it would still probably be considered
17 one exhibit as a zip file, it's just easier to do it
18 that way. Can you explain what the relevance is of
19 some of these MP3s? I'm not sure how many there are.
20 I see 30 labeled that way.

21 MS. CANADA: Yeah.

22 JUDGE FEWELL: And then some PDFs in there
23 as well. So I'm not sure the exact number of MP3s.

24 MS. CANADA: Right. I can summarize most
25 of it if you want to just review it because of the

1 tardiness of the information. And I'm glad that some
2 of it at least came through because I was freaking
3 out a little bit about that. But to summarize the
4 evidence that you're seeing in front of you. These
5 are bills from -- or excuse me, either email
6 communications from United Health Care of the day of
7 the completion of pay, the initiation of payment.
8 There are some that are actually the web link from
9 United Health Care where it shows what bill is being
10 paid as far as -- let's say there's one that says \$75
11 for Ameren. I believe that was for August. I'm not
12 sure if that's in -- 'cause I don't have them in
13 front of me. With Dranel gone I can't pull them up,
14 I can't see to do it. But I'm trying to summarize
15 what you have there.

16 Several of the submitted information is
17 simply communications from Ameren that they sent us
18 via email, via text message saying that they did
19 receive these payments, showing the credited amount
20 that was left over from these payments, so on and so
21 forth. And then the recordings that you are
22 discussing are I'm pretty sure some of the same
23 recordings that Ms. Aubrey spoke on when she said the
24 40 recordings. So I'm sorry, with my limited vision,
25 I can't even try to pretend that I can pull up this

1 information to view it with you. But that is what it
2 boils down to.

3 I wanted to make sure that you had
4 complete documentation. There were, I believe, three
5 activity statements that we were sent during the
6 course of this whole process and if you notice some
7 of them reflect differently between the three. It's
8 just a lot of information that either kind of proves
9 that what we were stating throughout this hearing is
10 true to the best of our knowledge or is communication
11 from Ameren themselves to us confirming that the
12 statements that we have made have been true during
13 this hearing. So I just put together everything that
14 I could find in reference to this -- this hearing and
15 that is how many it came out to be.

16 So I hope that kind of gives you a better
17 idea of what you're looking at there. If there's
18 anything in particular that you might want to ask me
19 about, I can try my best to answer the question based
20 just off of memory as well. But I can't pull it up,
21 I'm sorry.

22 JUDGE FEWELL: No. That's okay. I think
23 generally that's fine. And just to clarify, the
24 communication was either -- you or Mr. Clark were
25 involved in these communications?

1 MS. CANADA: Yes, yes.

2 JUDGE FEWELL: Recipient or, you know, a
3 party if it was a phone call?

4 MS. CANADA: Yes.

5 JUDGE FEWELL: Okay. And then there are
6 also some documents that were sent separately before
7 the larger portion that was still probably around 30
8 documents that we'll get into that.

9 Actually, I want to release the
10 Commissioners. I don't think you guys need to stay
11 on for this portion. We'll just be kind of
12 clarifying exhibit numbers and things and what's
13 being offered and entered. So I apologize for not
14 letting you go at this stage. But so --

15 COMMISSIONER KOLKMEYER: You excused the
16 commissioners, did I understand that, Judge?

17 JUDGE FEWELL: Yes, Mr. Kolkmeier.

18 COMMISSIONER KOLKMEYER: Thank you, Judge.

19 MS. CANADA: And I thank you for your
20 time, sir.

21 COMMISSIONER KOLKMEYER: Yes, absolutely.

22 JUDGE FEWELL: And so I think generally
23 with these I would probably stick with the numbers
24 that we have --

25 MS. CANADA: Okay.

1 JUDGE FEWELL: -- for the larger email to
2 be got. There's like 34 that are already labeled as
3 those numbers. I think that's fine to leave those.
4 I think there's 49 total exhibits in that email and
5 that is including some zip files.

6 MS. CANADA: Okay.

7 JUDGE FEWELL: Which I think we can count
8 collectively as an exhibit.

9 MS. CANADA: Okay.

10 JUDGE FEWELL: Then there were several
11 others in that other email that Travis -- sorry, that
12 Mr. Pringle sent to us. And if we want to label
13 those. We can probably keep them as they are, just
14 those four, making it 53. Is there any objection to
15 just calling those 53 exhibits --

16 MS. CANADA: That's fine with me.

17 JUDGE FEWELL: For labeling purposes.

18 MS. CANADA: Yes.

19 JUDGE FEWELL: Mr. Pringle or Ms.
20 Hernandez, do you guys -- are you guys okay with
21 that?

22 MR. PRINGLE: No objection from Staff,
23 Judge. Thank you.

24 JUDGE FEWELL: Okay.

25 MS. HERNANDEZ: Judge, I'm sorry. I was

1 looking at the exhibits. I'm trying to understand,
2 how are we numbering them?

3 JUDGE FEWELL: So I figured we would leave
4 -- there's one that was sent at 2:40 -- 2:39 that has
5 34 that are actually labeled as that number. I
6 figured we'd just count those as 49, 1 through 49.
7 And then there's another four that were sent at 2:04
8 from Mr. Pringle and I figure we'd just say 50, 51,
9 52, 53.

10 MS. HERNANDEZ: Okay. I understand now.

11 JUDGE FEWELL: Does that make sense?

12 MS. HERNANDEZ: Yes.

13 MS. CANADA: And Judge, we just wanted to
14 make sure that you knew that the ones that you're
15 speaking of right now, the 1 through 43 you were just
16 mentioning, those are the ones that are coming from
17 the flash drive, they're included in that as well.

18 JUDGE FEWELL: Okay. I appreciate that.
19 And I'll consider those late filed so that Ms.
20 Hernandez and Mr. Pringle have time to review them
21 and file objections if they'd like. I don't -- I
22 don't expect any more exhibits. If there are any,
23 let me know. I don't really want to keep that open,
24 I'd rather just have objections available by Friday
25 is what I would prefer to hopefully get this all

1 squared away this week. Is that okay with the
2 parties?

3 MS. HERNANDEZ: You're referring to this
4 Friday, Judge?

5 JUDGE FEWELL: Yes.

6 MS. HERNANDEZ: Okay.

7 MS. CANADA: Could you repeat that one
8 more time, Judge? I want to make sure I understand
9 what you're saying.

10 JUDGE FEWELL: So rather than having --
11 are there any more exhibits that anyone intends to
12 file?

13 MS. CANADA: The only ones that I have
14 that need to be filed includes the bill that I made
15 mention of -- or not the bill but the website view
16 from Ameren when I mentioned the June 22nd through
17 July 26th, I have that in this information that I'm
18 having a hard time getting over to you.

19 JUDGE FEWELL: So that has not been -- I
20 don't mean to cut you off. That has not been sent
21 yet?

22 MS. CANADA: No. No, sir, it hasn't. And
23 that's what I'm really trying to get so that Aubrey
24 can see exactly what I'm talking about as well. But
25 that is one of the most important ones that's

1 included in the one I'm trying to get to you. And I
2 want to say that we counted those out to be 32 just
3 either screenshots or picture filings of some kind.

4 JUDGE FEWELL: Okay. So why don't I --
5 how about I leave it open until Friday and then give
6 the parties -- so the 24th is when I would have the
7 remaining exhibits due and then I'd like to have
8 objections in by the 30th.

9 MS. CANADA: Okay. And then when would we
10 be reconvening?

11 JUDGE FEWELL: It would depend on if Staff
12 or Ameren requires that to cross-examine or
13 otherwise. I don't know that there was anything
14 needing to be cross-examined. It seemed like it was
15 all just exhibits and recordings. So I don't know
16 that we would need to but I didn't look super deeply
17 into that. So we'll just play that by ear I think
18 for now.

19 MS. CANADA: Sounds good. Sounds good.

20 JUDGE FEWELL: And then the Commission
21 will ultimately make a ruling. Ms. Bleskey, when are
22 the transcripts due for today?

23 THE REPORTER: I don't believe they had a
24 date they requested them. Usually turnaround is
25 eight to ten business days. So that would put -- and

1 yeah, we're off on Monday. That would put us at like
2 the 31st or the 3rd.

3 JUDGE FEWELL: Okay. So we could expect
4 them probably by the 3rd?

5 THE REPORTER: At the latest, yes.

6 JUDGE FEWELL: I appreciate that. And I
7 think briefs are optional. So if the parties would
8 like to file one then we have the deadline of the
9 10th to file those, June 10th. Ms. Canada, all that
10 that would be is you kind of going back through your
11 petition and -- or your complaint and things in
12 written form. Most pro se parties don't do them --

13 MS. CANADA: Okay.

14 JUDGE FEWELL: -- to my knowledge. But it
15 is an option for you. It just -- usually a deadline
16 is kind of when parties do tend to file them. So I
17 -- I don't -- I'm not going to guide you one way or
18 the other. You can do it if you'd like. I don't
19 know that you'll have necessarily much guidance in
20 our case 'cause I would expect them to be filed
21 closer to that deadline if you do intend to file.

22 MS. CANADA: That was June 10th, you said?

23 JUDGE FEWELL: June 10th, yes. And I
24 think that was in our --

25 MS. CANADA: Yeah, the original.

1 JUDGE FEWELL: -- schedule.

2 Ms. CANADA: Yes, sir.

3 JUDGE FEWELL: Okay. Are there any other
4 matters that need to be addressed before we adjourn?

5 MS. HERNANDEZ: Judge, --

6 MR. PRINGLE: Just quickly, Judge. Sorry,
7 Jennifer, you can go.

8 MS. HERNANDEZ: Oh, thank you. I didn't
9 mean to cut you off. I just wanted to double check,
10 Judge, while we're still on the record to make sure
11 all the exhibits I wanted to be admitted were
12 admitted. So that would be 100C, 101C, 102C, 103C,
13 105C, and 106 Public?

14 JUDGE FEWELL: Yes. Each of those were
15 admitted.

16 MS. HERNANDEZ: Okay. Thank you.

17 MS. CANADA: And that was -- one more
18 time, that was 100 through 100 and what, what was the
19 last number?

20 JUDGE FEWELL: So it was 10 -- I can go
21 through it. 100C.

22 MS. HERNANDEZ: Okay.

23 JUDGE FEWELL: 101C.

24 MS. CANADA: Right.

25 JUDGE FEWELL: 102C, 103C, 105C, and 106

1 Public.

2 MS. CANADA: 105C.

3 JUDGE FEWELL: Any that's not got
4 confidential information. So 104 was not, --

5 MS. CANADA: Right.

6 JUDGE FEWELL: -- it was not offered or
7 admitted.

8 MS. CANADA: Okay.

9 JUDGE FEWELL: And was that your question
10 too, Mr. Pringle, to confirm?

11 MR. PRINGLE: My big thing was about the
12 exhibits that have been sent in by the Complainants.
13 I guess will the data center be handling --

14 JUDGE FEWELL: I'll get them to them.

15 MR. PRINGLE: Okay. And then if -- I know
16 Ms. Canada brought the idea of 32 other ones. If
17 they come to me should I just send them on to the
18 data center and include yourself and Ms. Hernandez on
19 the email?

20 JUDGE FEWELL: Yes, I would appreciate
21 that.

22 MR. PRINGLE: All right.

23 MS. CANADA: I would appreciate that too
24 'cause it seems like sending it to Travis is the only
25 way that it's been going through. So if that's okay

1 with you guys that's wonderful. Wonderful news.

2 JUDGE FEWELL: I do want to clarify too.
3 It could be that the size is so big. As I mentioned,
4 there were some zip files and with audio recordings
5 and video recordings and things of that nature
6 they're oftentimes larger, the data in them. Even --
7 something that I learned in practice is whenever we
8 had to do reactions and things at least more commonly
9 that also if there's anything you add to a PDF that
10 can also make -- it adds data. So that could be part
11 of the issue is the data size.

12 MS. CANADA: Yeah. That makes a
13 difference.

14 JUDGE FEWELL: And I think someone
15 mentioned too that it could be from the number of
16 recipients even. But I know that I -- I think
17 Outlook has a limit on how much it can receive. So
18 that may have been part of the issue.

19 MS. CANADA: Okay. I'll make sure to
20 mention that. I'm glad you said that. Thank you.
21 Thank you. Just try to break it up a little bit
22 better, is that what you guys are saying? Just try
23 to separate them a little bit and see if that works?

24 JUDGE FEWELL: Yeah. Yes.

25 MS. CANADA: Okay.

1 MR. PRINGLE: I'll echo that, Judge. The
2 last email that I forwarded to the parties that one
3 did take about five minutes to get out of my inbox.

4 MS. CANADA: Oh, wow.

5 JUDGE FEWELL: Yeah. But we appreciate it
6 regardless. We appreciate that you were able to send
7 it over to us and I think today went really well. I
8 want to thank everyone for their patience, and, you
9 know, working with each other and being respectful
10 and things. It was a good time.

11 So ultimately, as I mentioned -- or as Ms.
12 Bleskey mentioned, the transcript should be hopefully
13 available early June and then we will have our order
14 shortly thereafter. And with that I think we can
15 adjourn. We can go off the record.

16 MS. CANADA: All right. Thank you all for
17 your time. I appreciate it.

18 (Hearing was adjourned at 3:25 p.m.)
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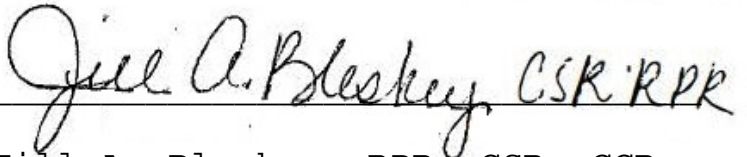
I N D E X

EXAMINATION OF	PAGE
Aquilla Canada	21
Dranel J. Clark	34
Anthony Olivastro	45
Aubrey Krcmar	53
Sarah Fontaine	217

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
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\$	\$75 15:5 24:16,18 25:11 32:25 33:4 155:3,11 157:6 160:22 163:2 166:1,6,12 167:5, 6,12 191:14 230:10	100C 56:1 57:5,8 162:8 203:18 238:12,21	164:8,20 165:18, 22 166:17 200:16, 18 201:9,16,22 202:3
\$1.67 15:8	\$76 158:2	101 73:5,9	10th 237:9,22,23
\$1.90 171:22	\$80 15:10 155:10, 11 157:10,14,22 160:2,16 191:18, 25	101C 71:1 72:9,12 73:10,14 113:7,23 114:7,17 170:8 238:12,23	11 167:17
\$10 171:22	\$89.20 172:11	102 78:16 172:1	112 59:13 144:23
\$10.80 174:10	\$90 168:4,21	102C 75:13 76:11, 13 77:2 156:3 172:1,10 192:20 193:22 194:18,19, 22 200:6 238:12, 25	119.22 198:15
\$100 172:14 174:13 197:14	\$90.04 166:20 167:1	103 80:15 84:6 89:4 91:1 99:20	11:10 94:18
\$108.82 14:17 61:7	\$93.94 227:7	103C 79:19 80:19 82:6,7,9,20,24 83:1 84:17 85:4 133:14 238:12,25	11:15 95:24 96:7
\$11 172:17 173:8	\$95 62:2	104 84:6,8 239:4	11:30 95:20
\$127 151:5	0	104.06 172:23 173:6	11th 14:16 25:18 32:24 59:17 166:17 168:8 169:8,14 195:8, 13,14 198:8,14
\$13 226:19 227:9	020 146:25	105 84:6,9 94:15	12 36:3 117:11 211:8
\$150 153:23	03 158:5	105C 100:8 101:6, 8,12,18,24 103:18 105:14 213:13 238:13,25 239:2	127 37:15 151:5, 10
\$154.59 15:5	1	106 84:9 97:23 99:7 106:24 238:13,25	12th 195:8,14 198:15
\$167 216:17	1 18:21 23:19 59:13 94:3 126:8 170:10 218:21 219:5 234:6,15	106C 96:16,25 97:3,20,22	13 37:12 117:9 188:25 205:14
\$17.67 197:22,24	1-0 83:11 194:17	106P 100:3	13th 14:21 61:11 77:5 195:8 198:11,17 199:9
\$18 144:11	1.2 60:13	108 64:1 76:24	14 65:6 162:4 167:1 197:18
\$18.33 145:4 166:24 201:1	10 94:17 153:18, 20 191:1,8,12 226:13 238:20	108.82 25:18,23 32:24 33:7 62:4 63:7 65:12,13 66:8 143:19 162:3,20 163:3	14th 61:11 62:1 63:16 64:5 162:12 164:14 195:8,19, 20 197:22 201:20, 21 202:2
\$180 168:2,20	10-24-23 77:19		15 61:8
\$180.53 14:15	10.80 174:10		150 108:25 140:7 174:13
\$20 176:17	100 56:15 61:1 69:9 144:23 210:11 225:9 238:18		154 23:23 167:23 169:10
\$229.59 14:25			
\$235.23 15:8			
\$241.26 222:18			
\$311.49 15:11 103:24 105:4			
\$47.85 197:25			
\$50 153:20 174:13,19,20			
\$65.52 198:3			
\$71 200:20			
\$71.71 65:13 166:13			

154.59 15:6 102:9**15th** 15:3 60:15,22
62:3 63:7,13 65:4
91:22 157:8 162:3
191:14,17 193:20,
24 194:3,6 200:3,
10,16 201:17,23
202:9 203:11**17** 198:13**17th** 14:25 92:23
155:2 161:17
169:10 189:21
190:1,24 191:5,6
192:3**18.33** 27:4 166:25
171:21**180** 167:21 169:12**180.53** 144:22**18th** 199:2,8
221:22 222:16**1901** 3:4**194.77** 226:18**19th** 18:12 85:19
86:14 195:18**1:00** 178:13**1:01** 178:13**1:45** 178:9,11**1st** 14:10 15:20,24
16:1 23:24 28:22
33:3 59:15 60:21
65:20 86:5 102:6
109:19,25 111:7
117:16 138:24,25
155:3 160:4
183:10 185:2
190:24 191:8,9
192:3 195:13
208:2

2

2 147:4 170:14**2-1-1** 213:17
214:1,10**20** 152:9 196:9
225:5**200** 3:10 36:2
218:17 220:19**2002's** 187:8**2003** 170:12**200C** 220:10**200P** 220:11**2021** 13:16,18
14:10 15:16,21,24
16:1 85:20 204:12**2022** 17:1 91:5,11,
22 92:23 93:3
128:24 130:19
139:1 183:7,10,22
187:9,12 206:3,6
219:16,25 222:16,
19 223:1 224:2,10
225:5 226:18
227:7**2023** 13:16,19
14:11,12,14,16,
22,23,25 15:4,7,9
16:6 17:3,5 18:8
26:12 27:11 43:14
56:21 61:11 62:11
63:19 70:2 77:5,
11,14 89:18
93:10,13,18 94:2,
4,6 100:21 102:11
116:15 139:7
156:11,17 157:3
169:24 172:9
189:18 199:25
216:17**2024** 2:11 17:17
18:12,14,19 29:16**203.16** 198:18
199:16**20CSR4240-2.135**
10:8**20th** 18:7,15 77:14
195:9 227:7,13**21** 58:10 71:13
86:14 148:11
155:15 161:16
170:12 189:3
190:25 192:1
195:10,13,14
197:12,18 198:1,
9,11 199:2 204:16
242:3**217** 242:5**21st** 2:11 13:15
15:16 100:21
103:23 172:23**22** 35:4 156:23
195:10,18 216:16
219:19 221:22,24
226:12**22nd** 8:20 61:6
63:7 64:4 100:20
162:16,20 164:2,
9,10,19 172:9
189:25 190:20
191:6 195:9 201:8
235:16**23** 43:18,19 61:6
89:14,17 148:1
155:15 158:5**23rd** 94:2**24** 19:10 44:8
129:12 161:15
224:2**24-hour** 127:14,22
129:11**241.26** 221:24**24th** 33:19 77:11
164:14 236:6**25th** 15:7 16:6
17:5 89:13 94:5**26th** 14:12,23
28:24 189:18,20
190:12,18 191:4
235:17**27th** 33:17 67:1
161:13 168:11
169:7,15**28** 60:8**28th** 14:16 17:17
28:24 65:7,9 66:6,
18,22 67:3 158:2
161:14,18 202:3
203:11,12**29.45** 171:21**29th** 91:5,11
102:21 160:2,3,
16,19,21 191:20**2:00** 178:14,16,21**2:04** 234:7**2:39** 234:4**2:40** 234:4**2nd** 33:4 71:14
102:12 127:17
128:6 129:7,19
191:12 221:24
222:19 223:1,12,
15

3

3 85:18 103:17
172:10 200:5
201:15**30** 35:7 36:1
153:18,23 163:8
211:15 229:20
232:7**300** 36:8 216:5**30th** 14:11 23:21

25:20 33:15,20,22 63:12,19 65:7 66:19 161:24 162:2,12,14 163:20 165:7,14 166:19 202:2,10, 17 203:13 236:8	47.85 197:13 49 233:4 234:6 4th 18:19 20:15,22 129:14,22 185:8, 21 186:2,10 188:9 198:19 219:4 226:23	<hr/> 7 <hr/> 7 189:1 7-28-2023 62:25 71.71 14:18,20 15:2 66:7,15,20 67:2,12 165:16,25 167:3,10 201:3,12 75 167:14 201:4 7:44 56:6 7th 14:14 63:15 64:3 74:4 226:18, 25	9:02 2:8,12 9th 18:14 74:4 195:8 <hr/> A <hr/> A-U-B-R-E-Y 54:9 a.m. 2:8,12 96:7 ability 29:21 31:24 135:23 176:3,19 absolutely 48:22 120:15 127:7 130:11,13 200:12 232:21 AC 37:14,15 39:25 147:19,20 151:6, 11,15 152:9 acceptable 8:3 access 32:2,11,17 86:18 120:20 accordance 14:22 account 9:4 12:13 13:15 14:9,21,24 15:3,4,10 18:20 32:19 33:5,6 42:11 55:10,12, 15,17,24 58:4 60:23 63:9,11,14 65:6,14 66:15,16, 23 67:5,9 69:18 71:22 72:12 73:19,23 74:4,11, 16 75:16,18,19,24 76:3,13 77:3,9 78:25 80:2,7,8,11, 16 82:11,15,21 84:20 86:4 91:18, 23 93:15 97:9 103:3,12,15 104:5 105:10,25 108:8, 11,13 111:19 119:11 124:6 127:16 129:5,6
311 35:21 311.49 105:8,12 31st 93:3 109:20, 25 138:25 185:2 186:7 188:10 237:2 32 60:8 61:11 236:2 239:16 33 60:8 34 233:2 234:5 242:3 3522 133:20 36 91:6 360 3:11 363.90 11:20 391.49 15:9 3:25 241:18 3rd 93:10,12 105:11 129:12 134:3 139:7 224:2 237:2,4	<hr/> 5 <hr/> 5 71:9 50 27:21 183:15 212:18 229:1 234:8 504 167:13 51 234:8 52 234:9 53 233:14,15 234:9 242:4 536.010 31:6 5669 44:11 5th 17:3	<hr/> 8 <hr/> 85 61:1 165:21 86 61:9 89 61:13 62:24 162:8 8th 15:9 74:4 157:23 160:5,20 191:19 206:10 228:14	
<hr/> 4 <hr/> 4 18:16 77:8,14 146:24 172:10 201:15 219:5 40 58:7 177:1 230:24 42 40:23 43 234:15 45 242:4	<hr/> 6 <hr/> 6 162:17 219:5 60 152:8 212:8 63103 3:5 65.52 198:15 199:3,6 65102 3:11 6th 25:19,21 64:3, 4 162:1,6,21 164:10,14,20 165:8 172:9,13 198:5,10 199:6,7 201:9,25 202:10, 12,16	<hr/> 9 <hr/> 9-1 198:1 9-11 198:1 90 162:11 91 144:23 92 40:23 93 66:12 93.26 173:1,7 93.94 227:13 96 127:14 129:10 96-hour 128:16 184:13 205:21	

130:4 133:14,15, 18 134:2,14,15 144:16,18 145:18, 19,20,21,22 146:1,11 151:22 155:14 156:3 157:7,9,11,23 160:7 162:13 164:3 166:2,14,17 167:4,8,9,13 170:2,11,15 172:2 173:12 174:12 177:8 183:14,16 184:6 189:7,8 191:10 192:15 193:19,24 194:2 196:19 197:15 199:18 200:18,23, 24 201:5,6,24 204:8 206:4,12 211:3 213:1 216:14 223:9,17	active 67:9 activities 36:21 68:4 activity 26:22 29:1,3 36:20 39:13 55:17 75:16,19 76:4,14, 20 77:3,19 78:25 156:4 158:12,15, 19 171:11,14,19, 23 172:2,22 173:13 192:15 193:14 215:24 216:2 231:5 actual 12:4 59:4, 23,24 60:2 74:5 147:5,9,10,17 148:13 150:14 154:7,8 174:4 189:23 190:10 191:3 192:25 203:22,23,24 add 77:8 158:22 197:2,5 198:15 240:9 added 49:8 86:3 195:23 198:1,11 adding 211:7 addition 5:16 additional 26:25 37:1 53:9 69:11, 15,17,22,25 70:1, 5,6,11,18 102:8 105:24 110:10 119:11 127:13 143:9,10,12,17,20 144:6,7,10 145:3 174:8 183:3 185:17 193:12 201:2 additions 218:20 220:4 address 3:4 6:12	10:18,19 14:12, 13,15 15:2,15 22:20 23:22 25:14,15 27:4 32:1,16 33:5,13, 14 35:16 42:9,13 58:15 59:5 60:23 61:10 62:18 66:25 67:13 71:12 77:10 79:11 90:18 149:8 165:3 167:16 203:8,9 207:22 addressed 238:4 addresses 10:16, 17 71:12 93:21 122:18,19 adds 240:10 adjourn 39:14 238:4 241:15 adjourned 241:18 adjust 70:1 96:21 adjustments 70:1, 12 143:12 144:8 154:14 admission 5:3 admit 38:5 52:20 115:20 admitted 5:2,7 52:22 53:3 64:17 73:8,9 78:16,21 79:15 83:1 85:5 98:25 99:8 101:8, 19 131:5 220:21 238:11,12,15 239:7 admitting 57:8 72:12 76:13 97:22 125:19 220:19 Adobe 123:22 advance 74:11 207:4	advanced 41:9 107:2 advantage 13:4 advice 216:16 advised 141:2 177:11 215:6 adviser 117:4,16, 19 118:9 119:17, 20 134:16,17 136:3 138:2 139:20 140:2,17 142:16 151:15 155:4 173:19 176:10 186:3,22 187:4,12 188:3,7 adviser's 118:1,7, 11 119:6 advisers 111:16 117:14 118:4 119:25 120:5 135:3,9 136:9 137:17 140:8 176:5 186:12 188:12,21 207:25 209:9,22 advising 86:8,17 145:24 221:23 222:18 advocacy 107:22 110:20 112:10 Aetna 44:9,18 51:23 115:15,25 160:17 affect 48:20 affected 31:6 47:2, 5,24,25 52:1 130:4 184:17 afraid 179:24 afternoon 124:15 218:4,5 221:16,17 agencies 118:17
--	--	---	---

136:21 213:8,10, 14,20	alleged 11:21	132:13 150:22	18 201:17,22
agency 74:10	alleging 17:20 62:8	162:18 164:7	204:6 227:10
agree 141:7	allotted 131:24	175:24 210:2	230:19
221:22 222:16,21, 25 224:1,9,22	allowance 27:10 33:10	212:3,13 214:19	amounts 10:23
225:3 226:6,9	allowed 5:9,17 16:23	217:11 219:1	12:18 26:24 29:2
agreed 2:1 48:7	alternate 107:3	220:25 223:1,13	34:20 71:23 105:6
agreement 15:18	alternative 107:8	224:2,10,11,14, 18,22 225:3	155:19 222:24
18:24 46:25 47:3, 5,10 48:10,19	amend 219:4	228:16 230:11,17	analyst 218:14
86:24 90:8 126:23	amended 220:12	231:11 235:16	226:4
130:24 131:2	Ameren 2:16,25	236:12	and/or 13:14 19:8
185:10 187:7,10, 13,14,21,25	3:3 5:12,15 6:22	Ameren's 17:21	140:4 185:17
188:18,19 207:5	9:19 11:15 13:7, 13,17,19,22 14:4, 7,22 15:13,21	23:11 32:11 72:18	answering 128:1,
226:19,24 227:10	16:5,7,22 17:2,5, 19,24,25 18:9,13, 14,21,23 19:3,13, 23,25 20:1,6,7,18	121:6 206:15	8,16,20 129:8
agreements 215:8	23:8,25 25:16	224:6 225:7	130:5 132:20,25
ahead 12:21 13:25	26:8,13 27:9,22	AMI 15:19,25 41:9	153:10 165:11
30:15 59:8 64:23, 25 67:12,25 68:10	28:7,9,12 29:8,9	86:11 89:23	223:3
70:16 87:12 99:15	30:23 32:9 36:17	127:15 129:13	answers 146:23
103:11 105:1	37:2,19,22 38:15	147:13,24 149:7	Anthony 45:17,21,
152:25 156:7	41:21 42:6,17	151:8 206:25	24 242:4
157:21 159:12	44:11,17 47:1	207:3,5,22	anticipate 121:17
171:2 187:17	49:25 50:4,14,17	amount 12:4 13:1, 2 14:15,18,25	179:14
AI 152:10	51:22 53:16	15:5,10,11 24:17	anymore 32:3
AI's 152:15	54:12,13,19 55:22	25:11 27:4,5	96:13 179:15
alert 19:8 129:17, 19,21,25	56:24 58:5,9 60:5, 6 68:4,5 72:2,6	28:22 34:24	anytime 12:24
alerted 130:9	73:16 74:16 76:5, 8 79:1 80:12	35:17,18,20,21	16:7 30:7 55:7
alerts 129:24	82:13,21 84:18	36:18,19,23 47:19	89:16 148:4 149:8
130:1 151:21,24	89:8 90:3 94:7	62:2 65:12 66:7, 20 69:20 102:8	207:14
152:3 154:10	96:8 97:12 100:24	104:6 105:2	apartment 147:16
174:3	101:3 104:4 106:4	108:15 143:19,22	apologize 14:2
aligning 29:5	110:9,13 114:10	144:16,19,22	23:14 26:2 32:10
allegation 16:11	115:6,19 116:7,23	147:11 149:14,16, 18,20 151:4	45:8 66:1 75:3
58:3	117:1 121:12	153:6,7 154:15	77:17 83:20 88:13
allegations 17:21, 22,24,25	130:15 131:24	155:5 158:24	95:17 101:13
allege 16:16		159:7 160:13	111:18 145:23
		165:15,16 166:24	146:2 160:23
		169:10 171:20,21, 22 172:6,10,25	163:12 164:10
		173:5,6,9,14,15	179:5 217:8
		176:17 178:2	221:14 224:6
		191:13 192:18	228:9 232:13
		195:24 196:16,23	apparently 189:16
		197:1,3,14 198:2,	appearance 2:25

appearing 2:22 3:3,9 22:17	18:12 138:24 172:9,13,23 195:19 227:5,7,13	assumed 184:21, 22	191:5,6,14,17 203:11 230:11
appears 19:14 57:14,15 85:19 224:24	Aquila 2:14 3:14 17:18 21:15 91:14 242:3	assuming 102:13 183:17	authenticity 64:16
appendix 205:24	area 69:9 107:5 201:2 203:20,23	asteric 126:7	authority 11:23 12:3
appliance 151:17	areas 19:22	asthmatic 98:7	authorization 145:14 146:1,9
appliances 152:13	arguing 64:15	attached 83:23	authorized 115:7
applicable 18:9	arm 45:20	attachments 123:3 124:2,9,12, 23 180:17 181:7	automated 19:9, 11,15
application 97:6, 11 98:1 99:8 100:6 106:20 107:12 140:14,18	Army 213:16	attempt 19:11,15 128:2,10,21 129:7 184:14 205:21	automatic 183:2
applied 24:18 25:13,14 33:4 36:23 74:13,21, 23,24 145:4,10, 11,15 146:1 166:1,13,23 167:7,8,13,14 169:19 170:6,11, 15 171:6 173:5 174:16,20 175:5 177:12 192:17 201:7	arrangement 106:2 115:14,17, 19 116:7,9,11,13 117:5,8,20 118:2, 3,5,15 119:9,23 140:3,4	attempts 19:9 93:22 127:13,19, 23 128:7,15 129:10	automatically 80:6 174:14 175:15
apply 36:10 111:24 170:21 173:24 212:24 215:19	arrangements 107:4,8 215:23	attestation 109:1	availability 137:5, 7
appointment 43:2	asks 136:12 175:10 176:9 208:20	Aubrey 53:17,23 54:8 120:14 122:24 132:6 145:5,7 156:13 159:12 160:10 167:12 171:12 176:16 181:13 213:23 230:23 235:23 242:4	Avenue 3:4
appreciative 12:12	assigned 60:23	audio 84:8 113:12 240:4	average 49:13
appropriately 143:1 171:7 192:17	assist 4:3 93:22 141:4	August 14:25 15:3,7 16:6 23:22, 24 28:20,22 33:2, 3 35:8 89:13,17, 18 91:5,11 100:20 102:21 148:1 151:18 154:21 155:2,7,9,11 157:2,6,8,25 158:5 160:1,2,3, 16,19,22 161:9,17 162:5 166:2 169:10 189:20,21, 25 190:1,20	avoid 102:11 221:25 222:19
approved 14:5,23 15:17 18:10 111:24 218:23	assistance 74:9 106:5 107:22 108:12 111:22,25 118:6,12,17 119:9,22,24 120:5 135:7,10,11,16,20 136:5,18,20 137:8 140:5 185:11 209:20 210:10 212:2,4 213:10 214:1 215:4,16,20 216:19		aware 78:10 90:4 107:7 116:6 126:22 127:1 130:18 133:1 134:18,25 184:19 206:1 219:14,18 226:1
approximately 60:19	assisting 54:23		awareness 130:17
April 8:17,19,20	assume 10:4 212:23 229:12		Aww 41:24
			B
			back 17:7 26:5 42:20 78:6 89:4 92:3,25 93:9,17 94:9 96:8 111:20 124:17 128:4,5,24 130:18 138:20 144:13 146:18,21 154:4 163:11 166:23 170:12

172:8 177:17 178:9,24 179:24 182:18 183:4,6, 21,24 187:5 190:5 191:15 194:16 203:18 214:4,14 219:18 237:10	148:18 188:15 basis 134:16 batch 80:5 91:7 bear 83:17 165:2 began 15:15 167:13 184:6 begin 12:11 21:21 beginning 15:20 116:15 155:9 160:22 198:21 204:11 begins 5:12 begun 59:16 behalf 2:25 3:3,9 6:22 114:9 beings 38:10 belief 220:6 bell 127:6 beneficial 188:3 benefit 111:2 118:25 175:4 big 9:1 239:11 240:3 bigger 39:5 biggest 8:25 12:25 bill 8:17,22 14:14, 18,23 15:7,8 23:23,24,25 24:18 25:11,21 26:4,6,7, 20 27:3,5,6,10,20 31:22,25 32:8 34:17,19 35:8,14, 17,18 36:2,6,7 37:11,14 38:3 47:1 48:13 49:2,9 57:16 59:7,10,13, 18,20 60:1,6,8,12, 14,18,19,23 61:4, 5,7,12,16,25 62:1, 4,5,6,13,24 63:2,	6,8,13,15,21 64:1, 2,5 65:4,5,8,10, 14,17,19,21 66:6, 9,14,18,21,23,25 67:2,5,11 69:19 76:1 79:4 101:15 115:9 118:19 119:1 134:15 143:9,19,24 144:11,21,25 145:9 149:14 151:16 152:3,7 153:4,6,18,20,22 154:2,5,6,7,10,19, 23 155:1,20,24 162:2,5,9,13,23, 24,25 163:4,5,6,7, 9 164:8 165:6,20 166:1,2,8,18 167:10,20,22,25 168:3,9,10,16,20 169:8,20 172:10, 23 173:1,6 174:2, 4,17 175:6 177:8 188:24 189:2,9, 10,11,12,18,19, 23,24 190:3,6,8, 10 191:3,4,5 192:13 193:11,13, 15 194:2 196:1,23 197:1,3,8,19,20, 24 198:2,8,11,18 199:6,9 200:17, 19,25 201:24,25 202:1,2,7,8 203:10 204:4,7, 11,15,16,17 205:22 210:3 211:13,15,16 215:15,25 216:4, 17,23 230:9 235:14,15 billed 10:23 14:7 25:19 49:3 59:12 62:8 147:11 148:2,3,4,5,12 150:13 162:10,12	163:19 165:13 192:24 193:11 197:21 198:12 202:16,17 205:20 206:4,12,13 billing 12:6 13:14, 18 15:1,13 16:10 17:22 23:22 55:18 56:18,22 57:1,8, 15,25 59:18 60:5, 7 63:18 68:5,14 75:23,24 76:2 80:2 90:2 146:25 147:1,4,6,15,18 151:24 175:21 188:25 193:8 195:12 201:20 203:19 205:22 211:14 bills 8:23 9:2 10:12 12:15 17:22 23:19 26:19,25 27:1 28:19 29:11 31:17 43:24 49:25 52:5 59:1 60:9 62:10 63:4 65:3 66:4,24 68:6,14 69:8 70:17 116:1, 17 148:10,11 151:3 156:22 158:18 173:10 189:4 204:21 211:2,5 230:5 bit 14:3 96:11 111:17,20 120:18 127:20 132:3,7 146:19 152:21 156:4 166:22 181:24 182:3 183:6 187:6 230:3 240:21,23 blank 36:23 138:3 Bleskey 2:3 180:6 236:21 241:12
backside 213:14 backwards 132:3, 7 bad 221:13 balance 14:18,20 15:2,5,6,11 25:23 32:23 65:11 67:6, 12 75:25 76:1 102:7,9 103:24 117:11 144:9 162:19 164:8 165:21,25 166:13 167:3,4,9,24 174:12 193:9 196:20,24 198:16 199:20,24 200:2, 20 208:17 216:22 227:9,12 balances 67:8 ball 39:17 bank 175:12 base 13:1 89:16 based 18:20 19:12,24 22:3 35:1 37:8 52:23 59:4 63:8 112:20, 23 133:13 147:5 149:12 154:7 161:20 177:7 191:11 211:11 219:2,13,20 220:1 223:21 224:24 225:6 228:18 231:19 basically 55:18 60:22 93:4 105:5			

blind 77:17	burden 4:23	216:21 217:14	11,15,16 47:3,18
blindness 136:7	business 2:15	223:2,15 224:3	48:11,19 49:14
blood 175:23	31:7,9 47:25	232:3	50:7,15 51:2,6,15,
blue 203:20	54:19 55:23 56:24	called 16:5 23:25	19,25 52:13,17
blurry 32:20	57:2 72:1,5 76:5,8	31:10 33:2 65:20	56:4,8 57:11,17
boils 231:2	80:12 97:12,16	70:5 141:11	58:13,19 61:14,
bottom 85:19 86:2	100:24 102:14	163:22 167:22	17,18,19,22
126:7 200:22	170:7 236:25	179:6 201:6	62:12,17,20
201:14,15	busy 128:1,18	214:23	63:10,23,25
box 3:11 102:3,6	buzzed 211:24	calling 118:4	64:13,20,23 65:19
brand 187:23	buzzword 209:6	134:17 187:19	67:15,22 68:7,16
break 94:17,19		190:16 214:20	69:3 70:17,23
121:18,21 122:1	C	233:15	72:14 74:19 75:3,
131:20 147:21,22	calculate 159:4	calls 53:17 55:11	5,8 76:17 77:15,
240:21	172:7	58:8 110:22	25 78:5,9,13 79:7,
breakdown 152:7,	calculated 168:4,	117:24 126:22,24	13,16 81:1,13
15	21	127:9,21,23	82:2,5,9 83:4,8,
breaker 151:7	calculator 172:16	132:19 133:3	16,18 84:2,10,12,
breakers 152:19	calendar 102:13	138:21 139:1,2,6,	16,23 85:1,6,10
breaks 170:10	call 4:25 5:20	9,13 141:18	87:5,16,20 88:6,
breathing 91:13	10:21 19:9,11,15,	142:23 174:18	12,17 89:14,25
briefly 11:18	25 21:25 38:7	183:4 186:9 213:6	90:11,15,20,22
228:24	80:4,7 110:22	217:17 223:11,18,	91:14 92:5,10,16
briefs 237:7	111:16 116:24	24 228:14,18	93:11,20 94:24
bring 30:1 33:18	117:17,22 118:20	camera 11:13,17	95:6,11,17,25
37:14 39:13 62:5	119:7 126:6	114:1,4 122:21	96:18 98:4,9,16,
180:2 189:5	127:13,19,23,24	126:10	19 99:1,9,15
bringing 126:17	128:2,3,7,10,12,	cameras 221:15	100:16 101:11
183:7	15,16,17,19,20,21	Canada 2:14 3:14,	103:5 104:7,11,12
brochure 208:15	129:7,10,11,12,16	16,19,22 4:2 6:18,	121:7,8,14,20
broken 197:21	130:3,5,6 132:11,	25 7:5,10,22 8:13,	122:2,8,13,23
brought 23:18	12,14 133:12,22	19,24 9:5,16,18,	123:6,24 124:7,
239:16	134:3 136:16	23,25 10:3,15	16,21 125:2,4,9,
bruh 38:10,14	139:24,25 141:13	11:1,4,9 12:10	11,13,16,21
bullet 6:14	142:22,25 143:10	17:19 20:13,19,21	126:12 131:3,13,
bullies 38:1	150:20 151:23	21:4,7,11,13,15,	17,19 132:1
	177:5 183:24	20,24 22:7,10,12,	146:4,13,17
	184:14,25 185:20,	25 23:7,14,16	149:21 150:3
	21 186:2 188:8	24:10,13,15,22,24	151:20 153:11,14
	205:21 207:16	25:1,3,8 26:17	154:11,17 156:6,
	208:11,18,25	27:24 28:1,16	16 157:12,18
	209:5,23 213:18	30:14,17 39:15,	158:3 159:8,11
	214:2,4,10,12	18,22 40:2,4,24	161:5 162:15
		43:9,16 44:1,3,15	163:1,12,23,25
		45:6,13,16 46:3,7,	164:5,15 166:5
			167:11,19 168:6,
			15,22 169:2,22

170:23 171:1,9,18 176:13,21 177:14, 19 178:6,12 179:1,3,5,19,22 180:5,10,13,15,21 181:7,10,11,22 190:8 193:1 203:8 204:21,25 205:5, 9,10,12 206:1 210:22,23,25 220:20 221:1,7,13 222:4,6 225:20,22 227:15,18 228:5, 9,11,22,25 229:9, 21,24 232:1,4,19, 25 233:6,9,16,18 234:13 235:7,13, 22 236:9,19 237:9,13,22,25 238:2,17,24 239:2,5,8,16,23 240:12,19,25 241:4,16 242:3	carrying 199:20 case 2:13,16 4:6, 20 9:7 10:7,11 12:2 15:16,18,21 17:18 18:24 47:23 71:9 86:24,25 87:17 88:21,24 103:1 121:18 125:4 127:1,5 146:2 162:22 209:4 237:20 cases 18:3 87:3 88:3,22 cash 114:18,19,22 156:10,11 cat 37:21 54:9 catch 119:2 category 69:15,21 causative 12:7 cell 3:25 center 110:22 239:13,18 cents 226:13 Certified 2:4,5 Chair 2:20 chance 177:13 219:10 chances 177:12 change 16:9 42:6 89:12,15 147:10 173:9 198:13 203:18 changed 16:7,8 46:25 70:1,2 90:2 119:18 143:13 147:25 148:1 changing 49:24 70:10 112:21 Chapter 117:9 188:25	charge 70:9 144:10 148:6 193:7 197:6 198:11,16 charged 47:21 197:24 charges 15:1,7 26:25 59:3,4 69:11,16,17,20, 22,25 70:6,11,18 75:25 105:5 143:9,18,20 144:6 145:3 166:13,20 173:1 174:8 189:5,15 197:2,5, 13 198:17 201:2 charging 161:25 check 56:7 57:18 127:5 149:3 174:15 175:10 176:10,18 177:11, 17 178:1 201:11 210:14 225:15 238:9 checked 34:17 102:7 choice 86:19 90:13,16 207:13 Choteau 3:4 church 214:3 churches 213:21 circling 214:13 circumstances 176:15 city 3:11 149:9 clarification 50:3 166:15 184:11 206:14 222:12 225:2 clarified 227:2 clarify 33:10 70:13	100:7 109:18 134:23 147:23 194:20 206:17,18 231:23 240:2 clarifying 232:12 Clark 2:14 3:14 4:2 7:3,9,20,25 8:18,22 9:2,7,18 10:15 11:2 14:14 17:18 21:22,23 22:5,11,18 23:3,5, 13,15 24:4,6,8,14, 21 25:2 28:15 30:2,10 34:5,6,8, 12,15 38:18,20,21 39:1,16,24 40:5, 12,25 41:3,17,23 43:10,18 44:14 51:18,24 52:3 62:14 63:20,22 64:7 65:16,22 70:14 72:13 73:1 82:4,17 83:15,17, 24 84:11,14,21,25 85:3,7,12,16 87:7, 14,17,21 88:11,19 90:10,14,21,24 92:9,15 94:23 95:3,14 98:7 99:2 100:22 121:7,25 122:8,13,22 123:2,7,12 124:4, 10,15,19 125:3,8, 10,15,22 129:20 142:10 145:17 146:3,10,16 149:18 150:2,7 153:8 154:16 156:1,5,15 157:9 158:9,17 159:9 161:2 162:7,22 163:4,15,21,24 164:4,12 166:4,21 167:18 168:1,14, 18 169:1,16 170:1,22,25
--	---	---	--

171:8,16 176:12, 16,20 177:2,10,18 178:3,8,11,13,17 179:6 185:7,25 202:25 203:8 206:1 210:22 231:24 242:3	5,6,12,15,18,19, 25 118:4,14,21 119:7,22,25 120:11 132:5 135:2,7 136:4 138:11,23 139:4, 15,17,19 140:1,3 141:9,14,16,21,25 142:8 184:15,19, 22 185:1,4,10,13, 16,24 186:24 187:7,8,9,13,14, 21,22,24 188:9,19 209:2 210:5,10 212:1	31:1 42:1 50:12 52:20 53:7 86:23 87:3,25 91:2 102:17 130:23 141:21 203:3 218:13,23 224:11, 12 227:20 236:20	71:24 93:22 115:2,24 120:11, 12 130:9 133:15 134:5 140:19 148:10 150:15 155:21 161:12 182:12 199:25 206:20 212:16 214:5
Clark's 59:16 61:6 93:21 127:16 129:6 130:3 162:14	Coleman 22:21	Commission's 11:23 12:11 54:21 88:2 105:21 112:23	compared 47:10
clean 22:1 212:17	collaborate 120:16	Commissioner 2:20,22 22:21 227:21,22,23 232:15,18,21	complainant 14:13 52:7 58:5,8 80:10 100:13 224:7
clear 70:8 100:3 107:12 184:9	collection 105:7 126:6,22 127:13, 19,21 128:7 132:23 184:14 223:1	commissioners 2:21 4:9 5:17 232:10,16	complainants 2:14 4:2,23 6:15 12:9 13:14,17,21, 22 14:6,7,9,11,24 15:12,14,15,25 16:5,13,16,19,23, 25 17:4,7,17,23 18:1,18 19:25 51:14 54:25 56:19 59:5 62:8 63:3 66:16 89:6,8 94:9 98:2 99:22,25 100:4 102:1,16,24 103:21,25 105:3 106:15 109:6 122:19 131:12 221:23 222:17 223:2 224:3 225:19 239:12
click 83:12 125:15	collections 103:16	committing 38:2	common 35:10 114:22 116:14
clicking 101:11	collectively 233:8	commonly 117:6 240:8	commonly 117:6 240:8
clock 147:15 175:21	colliding 29:4	communication 19:1,4 32:3 55:20 89:5 117:23 204:14 206:23 207:2,10 231:10, 24	commonly 117:6 240:8
close 63:14 121:15 145:17,19, 21,22 146:11	column 72:17 73:14 114:3,11,17 172:5 173:8 193:3,6 194:9 196:16 200:2 201:14,15	communications 20:6 22:4 31:19, 21 52:6 85:25 149:13 207:4,19 224:19,20 230:6, 17 231:25	commonly 117:6 240:8
closed 32:1,19 63:11 65:6 144:17 166:3,14 193:24 194:1 201:23	comment 151:1	community 212:11 213:20 214:3	commonly 117:6 240:8
closer 46:12 237:21	comfortable 30:9 94:17 120:12 121:16 165:10	companies 133:4	commonly 117:6 240:8
closes 144:18	commission 2:12 3:6 4:18 9:20 10:8 11:19,24,25 12:2, 3,5 13:9 14:5,22 15:17,24 16:2 17:9,12,15 18:5, 10 20:12 28:3	company 2:15 18:11 29:7 36:15 40:21 44:17 51:22 52:8 54:22 55:20	commonly 117:6 240:8
closing 33:16,21			complaint 4:11,14 11:21 13:3 15:12 16:14,15,20 17:19 18:3,6,11 19:24 26:10,11,13,19 27:14 31:5 42:22 43:11,15 47:17
co-workers 120:16			
Coal 175:25			
coded 107:2 108:6			
cold 12:23 13:20 16:11,17,20 17:25 18:18 20:3 27:17 28:2,5 105:14,17, 21,23 106:11 109:7,12,14,17,19 110:12 111:8 116:21,25 117:3,			

54:22,25 55:3,6,8 102:17,19,23 103:1 104:1,3,9, 14 105:4,9 126:14 128:23 160:8 161:20 199:23 237:11 complaints 11:19 complete 152:22 231:4 completed 17:1,6 18:6 29:6 39:15 44:16 91:17 97:8 138:7 completely 45:16 144:5 161:20 completes 152:12 completion 52:9 230:7 complex 147:17 compliance 54:20 computed 147:5 computer 55:13, 14 113:11 123:21 concentrator 114:18,20,22 156:10,11 concern 52:19 219:21 concerned 29:7 180:22 concerns 69:1 110:24 111:10,11, 12 112:6 concluded 18:8 conclusions 110:7 condition 189:3 CONDUCTED 31:3 40:10 42:3	46:6 49:21 54:4 113:3 131:25 203:5 210:24 218:2 221:18 225:21 228:10 conducts 18:4 confidential 10:7, 9 11:16 97:23 114:13 122:20 239:4 confirm 92:3 115:5 239:10 confirmation 36:17 52:6 159:5 confirming 231:11 confuse 194:20 confused 196:5 confusing 10:22 196:8 confusion 29:18 153:3 154:10,12, 13 connected 191:25 considered 4:15 29:24 107:20 108:2 182:13 228:7 229:4,16 consistent 152:20 159:17 199:19 consistently 204:5 consists 68:7 consumer 102:20 160:8 219:17 224:17 contact 3:10 58:5 83:1 85:4,12 86:1 89:8 91:7,23 92:22 93:3 106:7, 8,13,16,18 108:20 109:24 111:2	118:23 119:10 140:13 141:1 185:6,8,11,15,19 187:11 209:19 contacted 228:20 contacts 80:8 81:7,21,25 84:19 91:11 93:19,25 133:15 continually 204:13 continue 24:10 91:20 92:21 96:9 153:21 161:25 180:10 continued 105:8 continues 77:9 contract 114:22 contradict 39:11 contradicting 70:15 contributed 218:16 control 28:11 92:6,9,10,13 conversation 129:22 142:9 169:4 187:1 191:21 conversations 58:12 111:4,5 224:17 cool 23:13 90:21 cooling 147:19 151:10 212:19 copied 123:9 copies 57:2 80:15 82:20 100:20 101:2	copy 72:5 76:7 97:15 113:6 120:25 122:8 136:20 162:9 174:4 175:12 189:14 219:7 corner 69:10 correct 13:17 15:14 16:18 46:5 55:23 57:2 64:1,2 74:17 77:12 78:19 80:15 84:7 93:17 100:6 109:8,9 119:17 126:24 130:7 140:24 146:6 148:8 151:8,9 157:3 183:3 193:20 194:5,21 197:17 220:2 226:22 correction 19:19 corrections 218:20 220:4,11 correctly 14:7,8 72:16 84:5 102:21 165:2 190:20 194:11,13 correlates 83:25 cost 163:21 counsel 2:2,24 3:13,18 5:2 17:21 41:20 54:3 56:9 57:21 62:21 64:8 65:25 85:14 101:20 217:25 229:5 count 233:7 234:6 counted 236:2 county 149:10 couple 42:2 147:22 215:14 221:20
---	--	--	---

court 2:5 22:16
29:23 45:10 47:12
52:4 80:21 158:10

cousin 178:17

cover 6:13 10:5
21:2 64:22 65:25
180:1

covered 10:19
65:5 75:1 110:2

COVID 42:25

CPAP 28:13 37:18
42:15 43:3 95:4,7
108:1 132:5
142:10 182:6,12,
16

CR 146:24

created 71:8 75:20

creates 152:5

credit 12:6 36:7,9,
16,18,25 37:1
69:18,24 70:4,8,
10 107:23 144:20
172:17 173:4,5,18
174:9,13,14,16
175:5 193:4
196:13,15,17
199:12

credited 14:8
26:24 27:5 29:1
166:23,25 171:20,
21,22 173:14
176:17 178:1
197:13 230:19

credits 36:8,10,11,
12 145:13,15,21,
25 171:14

crimes 38:2

critical 107:20,25
108:2,4,6,17
182:13

CRM 55:15

cross 30:20,23
39:23 40:7 41:20
49:17 50:4 52:23
65:25 78:1,14
79:12 85:10 90:19
103:9 104:23
113:1 131:11
179:16 220:25
225:18 228:8

cross-examination
4:16 5:22 30:6,21
39:21 64:22 72:23
75:1 112:19
121:24 220:24

cross-examine
5:10,11,13 62:16
68:25 69:1 236:12

cross-examined
5:15 236:14

crying 214:16

CSR24013.2
146:24

CSS 55:14 71:20,
25 75:20 80:3

current 2:11 15:1,
7 20:1 56:20
65:12 66:7,20
67:13 69:10 75:18
155:15 161:3

customer 10:8
16:1 19:6,10,12
20:4,5,8 55:20
58:8 60:6 67:10
71:19 73:20,22
74:2,7,14 75:21
80:4,15 84:19,20
86:4,15 89:12,14
91:3,16 93:10,23
97:8 107:21
108:5,23 109:15
110:19,22,23
111:15,16,21
112:1,3,10
116:23,24 117:1,

4,16,24 118:12,
20,25 119:17
120:7 127:11
128:1,4 129:18,
20,24,25 134:12,
15,18 135:6,17,22
136:1,2,12,15,17
137:4,19,23
138:3,16 139:25
140:9,15,17,21
142:20,23 144:17
145:25 150:11,16
152:11 165:5
173:11,17,22
174:15,18,22
175:9,10,12 176:9
177:25 183:3,24
188:13,22 206:19
207:21 208:6,9,
18,20,23 209:12,
16,24 210:4 213:2
216:9

customer's
107:14 111:14
117:7 215:3

customers 15:19
19:2 20:3 32:11
55:11 58:9 60:14
68:8,15 70:9,16
81:24 86:6,10
89:23 97:6 105:3,
19,22 106:3,6,8,
13 107:1,6 110:10
111:1 112:7,12
115:1,4,22
116:16,20 117:13,
22 118:4 119:7
127:15 135:12,13,
21 147:3 151:25
189:2 204:4,15
206:8,10,15,21
207:2,4,20
208:10,15 209:21
212:1,21 215:19
cut 213:4 235:20
238:9

cyber 123:14
cycle 12:19 16:10
36:20 59:18 63:8,
12,18 65:4
153:18,20 177:8
193:11 211:15

cycles 12:19
34:19 60:7 64:6

D

damages 12:4

data 18:13,23
71:8,9 205:14
218:13,25 219:21
223:23 226:3
239:13,18 240:6,
10,11

date 15:23 17:5
25:17 33:1,13,21
57:16 59:15,17
60:15,20 61:8
62:25 63:17 66:24
71:13 73:15,16,18
74:5,6,9,16,22
76:1,25 77:4,18,
19 91:13 108:14
127:17 133:21
152:9 155:1,15
161:14,25 162:5
165:6 189:20
190:1,19,20,22,25
191:4,13 192:2
193:19 194:2,5,6,
8,10 195:2,3,5,17
196:18,19 197:19
198:5,10,23
200:3,10 202:9
215:9 216:7
226:23 236:24

dates 12:16,18
29:4,5 59:11,14,
22 63:16 64:3
66:5 71:21,22
74:14 75:21 76:19

<p>104:17,19,20,21 155:17,18 164:9, 13 169:5 195:1,7, 16 222:3,12,24</p> <p>daughter 179:7,13</p> <p>day 43:6,8 61:12 74:8 102:13,14 128:11 148:6,22 161:16 162:19 175:21 191:20 194:1 211:15 226:14,22 227:2 230:6</p> <p>days 19:5,7,16 35:7 36:1,3 37:12 44:8 59:20 60:8 65:6 126:24 153:18,20,23 162:4 163:8 165:3 167:1 168:11 189:3 190:25 191:2,8,12 192:1 212:8 215:15 236:25</p> <p>Daytime/overnight 15:20 16:3</p> <p>deadline 9:12,13 237:8,15,21</p> <p>debit 44:10 69:24 77:5 116:4,5 193:7</p> <p>debits 197:13</p> <p>decide 13:10 140:21 196:14</p> <p>decided 26:18</p> <p>decision 4:19 11:25</p> <p>decrease 192:18 196:2</p> <p>decreasing 192:14 193:9</p>	<p>deemed 11:16</p> <p>deep 55:8</p> <p>deeply 236:16</p> <p>default 15:19,22, 23 86:10,12</p> <p>defaulted 16:2 86:6 187:15,16 207:6,12</p> <p>define 114:3,18</p> <p>definition 114:11</p> <p>definitive 111:6</p> <p>degree 209:11</p> <p>delay 14:2 45:9 73:21</p> <p>demonstrate 59:6</p> <p>denied 176:19 177:25</p> <p>department 219:18 224:18</p> <p>depend 236:11</p> <p>depending 60:8 73:20 136:16 209:23 211:16</p> <p>depends 60:22 137:6 165:9</p> <p>deposit 27:4 143:21,22 144:6, 15,18,19 145:4,8, 10,11 166:23 197:6,21,24 198:12 201:3</p> <p>describe 46:22 115:13 229:7</p> <p>describing 67:19</p> <p>description 168:3</p> <p>detail 61:9 69:10 143:20 208:13 219:2</p>	<p>detailed 208:8</p> <p>details 10:11 59:10 203:21</p> <p>determine 55:21 132:14,17 133:7 147:17</p> <p>determined 219:25</p> <p>determining 132:24</p> <p>dial 154:4</p> <p>difference 190:9 204:9 240:13</p> <p>differences 204:10,13,16</p> <p>differently 231:7</p> <p>difficult 6:4 10:10 22:15 95:15</p> <p>difficulties 132:13 135:24</p> <p>difficulty 136:18 144:4</p> <p>ding 39:17</p> <p>direct 44:9 48:13 112:16,18 135:12</p> <p>directed 135:18 141:3</p> <p>directing 215:19</p> <p>directly 12:7 43:24 71:19 75:20 115:4 132:22 142:15 146:5</p> <p>directory 115:10</p> <p>dis 186:20</p> <p>disabilities 134:19</p> <p>disability 52:1 136:7 137:12 186:17</p>	<p>disabled 13:4 51:24 105:19,22 106:12 108:24 109:4,7,11,16,23 110:11 112:4,8 141:17</p> <p>disconnect 20:16, 23 23:23 27:18 100:23 101:3,19, 23,25 103:6,7,20, 21 104:15 109:17, 25 127:12,14 161:8,15 169:10 183:12,16,22 185:2 189:13 190:25 191:9 226:22</p> <p>disconnected 16:17 18:19 33:19 34:21 37:6 80:24 102:24 129:3,22 139:2 160:5,14 184:1,2 186:6,21 187:19 188:5</p> <p>disconnection 10:25 16:13,15 19:1,4,5,7,11 26:4,7,20 37:11 100:21 102:2,16, 22 104:1 105:14 106:1 107:15 108:9 109:12 126:24 127:12,23 129:9,12,16 139:3 154:22 162:24,25 163:5,6,7,9 167:23 168:17 184:1,23 185:7, 16,21 188:8 189:11,12,15,22, 24 190:3,9,10,16 191:2,7,10 211:5 212:9 213:12 215:6,13 219:3,25 221:22 222:2,17, 23 224:2</p>
--	--	---	--

<p>disconnections 16:19</p> <p>discover 19:22</p> <p>discovered 19:22 128:12 218:22</p> <p>discuss 10:10 139:4 185:23</p> <p>discussed 63:3 139:10 141:18 217:4</p> <p>discussing 10:23 61:24 82:8 83:13 99:20 230:22</p> <p>discussion 140:16 181:21 185:9 186:11</p> <p>discussions 110:19</p> <p>displayed 42:16</p> <p>displays 204:6</p> <p>dispute 13:1 104:8 105:2</p> <p>disruption 103:13</p> <p>distractions 4:1</p> <p>distribute 25:25</p> <p>dive 55:8</p> <p>doctor 28:10 42:20,23 43:1 92:11,12,14,16</p> <p>document 5:7 8:7 36:4 42:19,21 57:12,18 61:3 64:16 71:4,6 72:15 75:15 77:6 79:2,5,10,14 80:1 81:12,17,20 87:21 91:2 95:4 97:4 100:12,19 101:14 123:16 124:14 125:12 126:3</p>	<p>documentation 29:7,9,13,14,16 163:18 165:13 226:7 231:4</p> <p>documents 5:1,3 25:24 28:23 52:20,22,24 56:3 67:19 81:7,25 232:6,8</p> <p>docx 123:15</p> <p>dollars 36:2,8 176:18 216:6</p> <p>double 200:8 238:9</p> <p>doubt 223:7 225:11,13</p> <p>downloaded 7:20 51:19 151:3</p> <p>downloading 7:24 26:1 27:12</p> <p>DR13 18:23 19:14 120:21 123:5 124:1 125:10 219:8</p> <p>Dranel 2:14 3:14 14:13 17:18 28:13 34:8 192:10 217:8 230:13 242:3</p> <p>drink 40:1</p> <p>drive 29:22 51:20 234:17</p> <p>drives 51:18</p> <p>DRS 18:15 223:10</p> <p>due 8:20 12:16,18 14:15,25 18:13 19:17 35:6 47:1 60:15,17,20 61:8, 25 62:3,25 63:7, 13 65:3,4,7,9 66:4,6,18,20,21 67:3,7,14 76:1</p>	<p>102:7,8,9,25 103:23 105:6 144:22 154:19 155:17,18 161:14, 17 162:3 169:9 187:15 188:7 189:20 190:1,19, 20 191:4 192:3,18 193:19 194:2,6 196:20 198:5,10, 18 199:6 200:3,9, 16 201:17,22,23 202:3,4,9 203:10, 12 212:3 228:17 236:7,22</p> <p>duly 21:16 34:9 45:25 53:24 217:22</p> <p>duplicate 12:16 17:22</p> <p>duties 54:17,18</p> <hr/> <p style="text-align: center;">E</p> <hr/> <p>E-I-T 31:10</p> <p>ear 8:5 9:14 211:24 236:17</p> <p>earlier 6:21 13:12 71:20 74:8 86:10 99:12,19 143:8 154:18 160:2 165:24 166:23 169:14 182:8 184:10 185:6,13 200:19 205:2</p> <p>early 16:4 195:10 241:13</p> <p>easier 11:8 124:24 196:12 204:15 229:17</p> <p>easily 108:3</p> <p>easy 144:5 196:14</p>	<p>EC-2024-0111 2:17</p> <p>echo 113:15 241:1</p> <p>educating 156:24</p> <p>education 86:7,16</p> <p>EE 88:24</p> <p>EE-2019-0382 18:25 19:16 130:24</p> <p>EE-2019-0832 127:5</p> <p>EE-2021-0103 15:21 87:1</p> <p>effect 136:4 139:20</p> <p>effective 63:11</p> <p>effects 52:1</p> <p>efficiency 154:3</p> <p>efforts 108:10</p> <p>EFIS 7:17 9:12</p> <p>elaborate 4:14 139:21</p> <p>elaborated 154:20</p> <p>elderly 105:18,22 106:12 108:23 109:4,7,11,16,23 110:11 112:8 141:17</p> <p>elderly/disabled 16:16 20:4 185:14</p> <p>electric 2:15 13:20 14:6,23 40:16,18 52:2 58:4 59:3,10 60:13 61:9 107:10 155:21 166:20 193:7,12 196:23 197:6,25 198:14 203:20</p> <p>electrical 107:15</p>
--	---	--	--

electricity 39:7 108:16 211:8 214:18	en 11:13,16 114:1, 4 122:21 126:10	220:10	estimate 149:12
electronically 148:14,21 149:1	encouraging 110:8	entered 73:6 80:9 113:7 232:13	estimated 59:25 147:9,11 148:11 149:13,17 150:10 151:2,4 152:24 153:4 154:5,6 203:24
eleven 35:3,4	end 7:22,23 49:7 59:17 70:2 117:14 120:3,4 153:4,22 154:2 169:24 183:11 186:7 188:10 193:23 195:25 214:13	entering 120:24	estimates 151:8
eligible 20:7 118:3,14 141:15	ended 25:20 33:22 76:25 167:14	entire 48:16 83:20 202:8	estimating 153:19,22
email 9:21 19:8 29:10 31:16,19,21 32:6 44:22 52:5 56:7 77:3 83:5,9 93:21 95:9 97:7 98:3,17 120:25 121:4,12 122:4 123:9 124:6,22 129:17,18,25 149:12 150:1 151:3,21 152:3 153:3 154:10 167:25 169:11 174:3 180:13 181:6 205:5 210:3 230:5,18 233:1,4, 11 239:19 241:2	ending 33:22 76:20 133:20 189:7	entries 79:23,25 80:11,14,16 82:12,16,21 99:21	evening 219:1 223:13
emailed 17:3,4 56:6 122:6	ends 44:11	entry 85:19,22	Evening/morning 16:4 86:6,13,17 89:15,20,24 148:3 204:8 207:6,11,24 208:3
emails 7:17 8:16 51:17 52:7 99:10 173:13	energy 74:8 106:5 107:22 108:12 111:22,25 118:6, 16 119:9,22,24 120:4 135:10,19 136:18,20 137:8 140:5 153:25 154:3 185:11 190:11 209:19 210:10 213:9 215:4,16,20	equal 34:24 158:23 159:6 197:7	everyone's 6:14
emergency 179:6	enhanced 18:25 129:15	equals 198:2	everything's 179:13
Emily 98:11	Enjoy 31:10	equipment 16:24, 25 17:2,6 18:2 19:3 81:23 91:4,9, 12,13,15,19,24 92:1,4 93:4,6,11, 14,20,24 94:1,5,8 97:5,10 98:1,22 99:8,21 100:5 106:19,23,25 107:7,9,13,18,19, 20,25 108:2,4,6,7, 17,19,21,22 109:3 112:2 138:6,11 139:10 182:7,10, 13,23 209:2,13,15	evidence 4:10,11, 12,21,24 5:2,8,19, 21 8:7 21:3,7,9 23:18 30:10,12,18 37:20,22 39:10,11 50:19 53:9 77:20 101:17 151:16 180:14 230:4
emphasis 134:14	enroll 91:18 97:9 129:21 209:17	ER 88:23	evidentiary 2:13
employed 54:11 68:4 218:11,12	enrolled 93:16,23 106:3,9,25 107:6, 14 108:5 129:18, 20,24 130:1	ER-2019-0335 15:17 86:24	ex-ameren 90:12
employee 90:12 152:12 175:24	enrollment 93:6	err 13:14	ex-corporate 175:24
employees 20:6 55:11 150:21 213:7 215:7	ensure 54:19 108:8 171:5	errata 220:13	exact 35:14,20 149:16,20 151:25 229:23
employment 68:3	enter 2:24 6:16 45:8 152:13	error 19:17 20:18 183:22,25 228:15	EXAMINATION 31:3 40:10 42:3 46:6 49:21 54:4 113:3 131:25 203:5 210:24 218:2 221:18 225:21 228:10
		errors 17:22	
		establish 161:7	
		established 187:9	
		establishes 147:1	

242:2	235:11 236:7,15 238:11 239:12	15,24 216:2,3	222:16
examine 20:1	existing 187:24	extent 53:4 151:20	federal 108:25
examples 183:20	expect 4:10 234:22 237:3,20	extenuating 176:14	fee 15:8 205:20, 23,24,25 206:5, 12,13
excess 172:17	experience 114:25 118:10 138:14 213:5	extra 95:21 108:10 110:1 120:13 174:18,19 208:10 215:10,14,17	feedback 96:12,19 111:17 144:12 221:13
excuse 27:15 29:5 31:25 51:2 58:13 146:24 147:8 149:11 160:17 162:6 189:3 230:5	experienced 133:3	eyes 200:7 214:16	feel 9:9 13:3 29:25 38:11 39:7 52:13 57:13 165:10 173:15 202:6 216:10
excused 228:2,3, 24 232:15	expert 67:21 107:24 148:20 182:10	F	
EXH 83:10	expertise 132:21 133:7	F-O-N-T-A-I-N-E 218:9	Fewell 2:10,18 3:6,12,17,21,23 6:19 7:14 8:1,9,16 9:10,17,24 10:1,4 11:3,7,11 13:7,25 17:11 20:12,19 21:2,5,12,19 22:8, 14,19 23:5,9 24:6, 11,24 25:4 26:16 27:25 30:8,15,20, 23,25 31:4 33:25 34:4,13 38:20,24 39:20 40:3,6 41:20,25 42:4 43:12,20 44:19,25 45:4,19 46:3,9,14 47:15 48:4 49:17 50:4,10,20,23 51:4,8 52:16,25 53:11,14,20 54:2 56:6,9 57:7,14,20 58:16,22 61:18,21 62:15,18,21 63:24 64:8,12,15,21 65:23 67:20,23 68:1,10,23 69:4 70:19 72:11,18,25 73:4,7,9 74:25 75:4,6,10 76:12 77:2,12,23 78:2,7, 11,15,17,21 79:11,14,17 80:20
exhausted 212:10	expire 93:7 182:24	fact 27:2 64:1,5 112:24 151:13 154:21 165:17 184:13 213:11 215:22	
exhaustive 6:15	expired 93:4 182:19	facts 37:20 38:19, 23 39:1	
exhibit 6:12 51:15 56:1,4,15 57:5,8 59:14 61:1 69:9 70:25 71:1 72:9 75:13 76:11,13,24 79:19 80:15,19 82:6,7,20,24 83:10 84:17 89:4 91:1,6 94:4,15 96:16,25 97:3,20 99:7,20 100:3,8 101:6,24 103:18 106:24 113:7 114:6,17 120:24 133:13 144:23 156:3 162:8 170:8,19 172:1,10 192:20 193:22 200:6 204:12,18 213:13 218:17 220:10,19 229:17 232:12 233:8	expires 183:2	fail 13:22	
exhibits 6:24 7:6 8:11 9:11 13:11 51:13 95:9 96:11 121:6,13 152:3 163:13 171:4 205:11 229:1 233:4,15 234:1,22	explain 4:5,13 60:4 62:10 66:3, 14 73:16 81:20 91:2 105:18 111:11 115:16 127:9,20 138:5 139:21 153:1 164:22 169:17 170:4,6 183:18 196:15 201:13 202:19 207:11 208:14 209:15 214:17 229:18	failed 16:23	
	explained 68:3 81:16 138:5 184:24 223:14	failing 18:1	
	explaining 65:3 86:8 138:20	fairly 116:7 152:20	
	explanation 192:12	faith 166:7	
	explore 119:5	fake 40:12 58:3 59:25	
	extension 215:9,	fall 10:5 43:13	
		falls 107:25	
		false 37:4,5,8 40:18 64:14	
		falsified 39:13 63:22	
		familiar 54:24	
		family 181:1 214:18	
		February 187:16 200:3 221:22	

81:2,6,14 82:7,25
 83:6,22,25 84:8
 85:4,14 87:2,10,
 12,23 88:4,14,20
 89:1 90:17 92:18
 94:16 95:8,12,23
 96:2,7,13,23
 97:21,25 98:6,24
 99:3,7,13,16
 100:13 101:7,18
 103:8 104:10,22
 112:25 113:21
 114:5,8 121:3,10,
 15,22 122:9,15
 123:8,20 124:5,13
 125:19,23 130:25
 131:5,7,11,15,18
 153:9,12,16
 157:16,21 178:4,
 7,9,15,20,24
 179:2,4,12,20
 180:3,6,8,19
 181:4 192:19,23
 203:2,6 204:23
 205:1,7,10,13
 210:17,21 217:10,
 13,18,25 220:15,
 18,21,25 221:3
 222:5,8 225:18
 227:17,19,23
 228:3,7,23
 229:10,22 231:22
 232:2,5,17,22
 233:1,7,10,17,19,
 24 234:3,11,18
 235:5,10,19
 236:4,11,20
 237:3,6,14,23
 238:1,3,14,20,23,
 25 239:3,6,9,14,
 20 240:2,14,24
 241:5

field 39:17

figure 34:16
 122:25 147:12
 155:6,23 214:17

234:8

figured 234:3,6

file 52:11,19 98:13
 109:1 220:12,15
 229:17 234:21
 235:12 237:8,9,
 16,21

filed 6:17,20 8:2,
 17 9:11,12 11:15
 13:2,12 16:14,15
 17:19 18:7 26:11
 50:25 51:14 54:25
 102:16,23 104:1,
 4,14,18,21 105:3
 110:14 222:7
 229:4 234:19
 235:14 237:20

files 18:4 27:16
 229:14 233:5
 240:4

filing 23:18 26:9
 50:21 51:16
 161:19

filings 236:3

final 14:14,18 53:7
 62:3 63:15,21
 65:5,10,14 66:5,
 18 67:2,5,8
 120:18 127:14
 144:11,25 162:2,
 9,13 163:21
 164:3,8,18 166:18
 167:10 190:7,15
 200:17,19,25
 201:7,24,25
 202:1,7

financial 118:24
 135:11,16 136:18
 213:25

financially 48:20

find 26:8 76:23
 83:12 98:14
 135:13,18 136:1,9

138:16 149:10,23
 184:3 186:23
 191:21 208:5,16,
 24 231:14

finding 211:9

findings 20:22
 112:22,23

fine 4:1 11:4,6
 62:17,20 69:3
 90:20 94:21,24
 95:1,18 112:25
 137:20 143:6
 150:13 192:9
 229:16 231:23
 233:3,16

finish 65:2 153:12

finished 5:8 30:16,
 19 39:18 69:6

fix 130:18

fixed 37:16 48:7
 129:1,4

fixin 178:17

flag 117:19

flags 20:5

flash 29:22 51:18,
 20 234:17

flat 37:25 47:21
 89:16 138:15
 148:6

Flex 44:10

flows 136:17

fluctuate 47:22
 193:25

fluctuated 48:8

fluctuations
 150:14

follow 18:12,22
 19:18 121:1
 135:25 168:23
 175:8 196:3

Fontaine 9:19
 19:20 28:4 186:25
 217:17,18,21
 218:4,8,10,15
 219:6 220:3,8,23
 222:10 225:24
 228:2,4,12,23
 242:5

force 38:6

form 28:13 44:9,
 20 79:8 87:21
 91:24 97:12 98:22
 99:22,24 100:3
 116:11,17 141:3
 175:10 176:10,18
 177:17 237:12

formal 13:3 16:15
 26:12,19 27:14
 43:15 54:22 55:8
 102:18 104:1,3,8,
 14 105:4,9 161:20
 191:22

format 204:17

formatting 123:13

forms 28:8,9
 93:20 94:5,9
 142:11 182:18
 183:3

forward 12:8 25:3
 26:18 28:6,12
 93:9 119:23 142:1
 146:18 179:25
 180:16 181:3,17
 182:5 205:6 217:6

forwarded 15:6
 241:2

found 18:19 27:24
 28:1 84:13 90:3
 140:14 175:20
 176:1

foundation 8:8
 57:5 72:9

fourth 13:21 77:13
83:22,24 84:1,6

freaking 230:2

fresh 132:4

Friday 234:24
235:4 236:5

front 56:1,5 59:9
70:7 76:21 100:10
113:8,24 126:3
133:11 134:9
144:8 219:8
222:20,23 226:17
230:4,13

frustrating 216:9

fulfill 106:13

full 25:16,23 27:6
33:6 120:8 195:15
199:19

funding 214:4
215:16

funds 36:14
171:13 212:5,10
213:9,15,20
214:9,15,21,24

G

gather 71:16

gathered 71:18

gathering 12:12
103:2

gave 199:12
214:6,24

general 134:13,14
143:4 152:4

generalities 118:7

generally 10:9,20
73:21 114:21
115:1,2,5 116:1
117:12,13 128:5
142:20 175:9

208:14 209:8
231:23 232:22

generate 64:3
189:17 194:8
202:1

generated 60:18
61:6,7 63:6,15
66:9 67:1,2,5,11
75:20 80:9 86:1
152:11 155:5
161:12 189:20,25
190:12,18 191:4
197:20 198:12
199:10 200:17
202:7 203:10

generates 75:22

generating 197:23

get all 95:20

give 4:8 8:2 9:12,
13 45:7 50:24
51:1 83:11 92:7
112:14 116:22
117:12 134:23
135:15 140:2
150:17 173:21
213:16 214:1,12
215:10 222:1
229:5 236:5

giving 104:17

glad 33:17 50:8
175:17 230:1
240:20

glance 195:12

glancing 193:22

good 2:10 3:2 11:9
13:8 31:13 46:13
51:6 95:25 96:1
113:5,20 124:15
166:7 178:4
209:10,14 218:4,5
221:16,17 236:19
241:10

government 36:14
213:15

grant 12:3

granted 15:24

granting 86:25
88:25

great 46:15 112:11

green 189:14

gritty 140:17

grounds 61:21,22

group 59:18
60:12,19,23 63:8
66:23 107:22,23

guarantee 107:10

guess 41:7 51:12
52:18 53:2 67:24
104:16,20 116:22
124:19 137:22,23
160:24 171:3,5
173:16 184:21
195:23 203:7
206:24 225:1
239:13

guidance 237:19

guide 237:17

guidelines 108:25

guiding 20:3

guy 151:17

guy's 164:7

guys 6:7,9 36:4
83:13 114:10
164:11 167:16
169:21 181:7
190:12 194:17
201:1 212:20
217:2 232:10
233:20 240:1,22

H

Hahn 2:20

half 34:23 159:2,6

halfway 59:9

hand 21:10 34:5
53:21 217:19

handle 50:18

handled 11:12
182:11

handling 55:23
107:21 108:7,9
239:13

happen 103:6,7

happened 24:8
55:9 127:9 130:9,
19 189:8 212:6
216:15 219:15

happening 211:9

hard 43:1 117:22
177:5 215:2
235:18

hardcopy 97:7
150:1

hardship 13:23
18:1

head 127:3

health 43:22 44:6,
18 51:22 106:5
115:15,24 135:15
156:18 160:17,18,
23 230:6,9

hear 20:24 46:12,
14 80:21,22
96:13,18,22
113:9,10,14
136:21 141:13,18
157:20 221:3

heard 21:6 28:5
81:10 111:9

139:12	81:4,9,15,18 82:6, 10,18,23 84:17 85:15,17 86:22 87:11,13,23,25 88:23 89:2,3 90:25 92:20 94:22 96:4,10,15,20,24 97:19,24 99:11, 17,18 100:17 101:5,21,22 103:10 104:25 112:17 113:17 114:12 122:3,11 123:8,10,13,17 131:4 181:9 217:12 221:3,6, 12,14,19 222:14 233:20,25 234:10, 12,20 235:3,6 238:5,8,16,22 239:18	Holsman 2:21	identify 116:20
hearing 2:2,8,13, 19 4:10 9:15 31:1 42:1 50:12 53:10 80:22 116:16 135:24 169:4 179:9 180:14 203:3 221:5 229:6 231:9,13,14 241:18	Hernandez's 9:14	home 23:20 31:7 108:18 152:14,17	identifying 111:1
hearings 54:23	hey 136:3 139:18 174:18 186:3 214:5,21	honest 51:21 117:3 133:6 174:24	imagine 136:15
hearsay 8:8 22:4 24:3,4,20 26:15 27:23 29:24 37:19 38:17,18 58:13, 18,19 65:18,22 68:7 92:15	high 28:21 38:22 115:21 147:18 154:1	honestly 64:16 133:18 166:7 175:19 186:23 210:6	immediately 128:25 182:21
heart 38:9	highly 135:20	honesty 133:9	implementation 207:1
heat 37:21	history 71:10 72:12 77:9 170:9	Honor 22:2 51:2 62:7 68:16 69:3 84:3 180:22 204:22 227:16 228:5	implemented 111:7
held 76:8 82:21 101:3 181:21	hit 216:20	hoops 23:2	important 235:25
Hell 38:9	hold 22:8 23:5 24:24 27:25 47:12 68:10 99:13 104:10 153:9 181:18	hope 35:12 119:12 159:14 179:12 209:9 231:16	impossible 35:9 37:10,13
helpful 229:12	holder 10:14	hoping 29:20 94:19 119:14 181:17	improper 67:21
helping 118:25	holding 144:15, 16,19 166:24	hot 39:24	improve 19:23 204:14
Hernandez 3:2,3 6:19,22 8:3,4 13:8 14:1 17:11 22:2 24:3,20 26:15 27:23 30:24 34:3 38:17 41:22 45:3 47:8,16 50:5 51:12 52:18 53:2, 13,15,16 54:5 56:11 57:4,22,23 58:20,23,24 61:15 62:7,22,23 64:10, 19,24 66:11 67:24 68:2,8,11,12 69:5 70:21,24 72:8,19 73:5,8,11,12 75:11,12 76:10 77:4,7,14 78:16, 22,23 79:18 80:18	holds 100:24	hour 129:12 148:6 224:2	inaccurate 72:14 158:14 168:19,21
	holiday 51:3	hours 19:10 107:6 127:14 128:5 129:10 161:15	inaudible 24:14 25:2 28:15 38:9 44:14 49:11 50:6 52:3 62:14 63:22 64:7 70:23 73:1 82:4 83:15 84:25 85:13,16 87:9 90:14,21,24 95:14 99:2 121:25 122:12,22 124:4 125:3,22 145:22 146:3,16 150:2,7 152:25 153:6,8 154:16 156:1,5 161:4 162:7 163:15 164:4 166:4,21 167:18 168:14 169:1 170:7,25 171:17 176:12 177:18 178:8 222:4
		human 38:10	inbox 241:3
		Hy-vee 115:8	incident 130:8
		hypothetical 116:23	inclined 118:6
		I	
		idea 114:9 229:8 231:17 239:16	
		identified 56:17 128:22,24	

include 54:17 67:4 69:23 106:24 239:18	135:6 136:13 137:13 140:10 142:16,17	183:14 185:3 186:2,4,6 187:3 188:13 191:24	instructed 26:13
included 15:1 17:21 18:25 69:15 167:9 228:13,17 234:17 236:1	informal 16:14 26:9,11 27:15 102:17,19,23 103:1 126:14 128:23 160:8,15 161:19 199:23	informing 136:12 137:3,13 188:21	insurance 29:6 36:15 44:17 52:8 115:1,24 199:25
includes 76:2 102:2 235:14	information 3:10 7:2,5,11,24 8:14 10:7,9,14,24 11:12 19:13 20:8, 15 26:2 27:12,14 29:20 32:18 42:16 44:4 51:21 67:17 68:18 71:15,17,18 72:17,22 75:23 76:2,18,23 84:19 86:3,18 90:23 91:4 92:3,8,25 95:21 97:8 98:10 102:3,8 103:2 104:13,19 110:10 120:5 134:8,21,24 135:3,14 136:2,9, 10,19 139:11 140:1,2,11 141:16 143:2 149:3,24 159:15,18 161:1, 21 171:4 175:22 181:2 188:7,11, 15,22 206:5 208:8,19,22 209:21,25 211:11 212:1,20 213:8 219:20 223:5,8 224:25 225:6,12 230:1,16 231:1,8 235:17 239:4	Infrastructure 41:9	intelligence 35:12 39:2
including 4:25 5:25 233:5	incorrect 104:13, 19	initial 91:9 182:20 184:25 201:4 223:10	intend 237:21
income 20:4 105:22 106:11 108:23 109:4,15, 22 110:11 111:23 112:8 141:17 185:14	increase 47:19 194:10 196:2	initially 18:8,19 199:17 223:22	intended 6:16
increased 48:8	increasing 192:13 193:16	initiate 151:11,13 182:20	intending 52:11
increasingly 116:16	incremental 89:22	initiated 33:3 44:4 160:20 161:13 168:10,16 169:7, 14 193:15 195:3	intends 235:11
indications 111:15,18,21	indicator 111:23, 25 112:3,5 150:9 186:18	initiating 44:5	intention 209:22
indicators 20:5	individual 153:25	initiation 52:9 230:7	interaction 80:3,7 142:22 176:25
individualize 137:23	inflammation 206:25	inquire 142:16	interactions 150:21
inform 13:22 16:23 18:1 70:15	informed 12:24 24:1 25:12 27:21 28:3,7,12 90:7,12 140:24 141:21 145:12 146:8 166:2 167:21	inquired 169:11	interested 117:18 118:23 171:3 186:18 202:15
		inquiring 142:14	interesting 141:1
		inquiry 208:23	interject 30:6 123:25
		insanity 35:23,24 38:5	internal 91:8 175:8
		inside 148:19	internally 54:19 117:6 129:1
		install 108:14	interrupt 153:10 192:20
		installation 207:7	interrupted 102:5
		installed 207:3,5,9	interrupting 5:23
		installment 197:25 198:13	interruption 102:11 105:11 119:12 129:13 160:7 184:15 221:25 222:19
		installments 117:11 197:22	intrusive 112:13
		instance 63:5 155:1 188:18 195:18	intuitive 209:10,22
			investigate 55:5 103:3 226:8

investigating 55:7**investigation**18:4,7,17 19:22
29:14 54:23 55:2,
9 103:1,15**investigative** 18:4**involved** 128:14

129:6 231:25

involves 11:21**ironic** 158:19**issue** 8:25 9:113:16,19,21 15:12
44:2 49:4 53:7
128:11,15,22,25
129:1,6 130:12
132:18 134:19
137:12,14,15
150:9 184:4,10
200:14 202:6
206:7 213:2
224:10,12,13
225:4,5 240:11,18**issued** 15:7 18:1262:10 68:6,15
91:7 174:14 175:9
206:9**issues** 6:9 13:10,11,13 17:8,10
53:7 60:6 132:15
181:25**ist** 102:11**italicized** 86:2**items** 5:1

J

January 15:2027:11 44:8 71:13
93:10,12 94:2
139:6 187:8,12
216:17**Jason** 2:21**Jefferson** 3:11**Jennifer** 3:3 81:1184:5 96:18 142:11
144:20 181:5
238:7**Jennifer's** 205:16**Jill** 2:3**job** 140:19 209:10**John** 2:22**joined** 22:21 200:1

227:24

jointly 179:21**judge** 2:10,19 3:6,8,12,17,21,23
6:19 7:14 8:1,9,16
9:10,17,24 10:1,4
11:3,7,11 13:7,25
17:11,13 20:12,
19,25 21:2,5,12,
19 22:8,14,19
23:5,9 24:6,11,24
25:4 26:16 27:25
30:8,15,20,21,23,
25 31:4 33:25
34:1,3,4,13 38:20,
24 39:20 40:3,6,8
41:19,20,25 42:4
43:12,20 44:19,25
45:1,3,4,19 46:3,
9,14,23 47:15
48:4 49:17,20
50:4,10,16,20,23
51:4,8,11 52:16,
18,25 53:11,14,20
54:2 56:6,9 57:7,
10,14,20 58:16,
20,22 61:18,21
62:15,18,21 63:24
64:8,12,15,21
65:23 67:20,23
68:1,10,23 69:4
70:19 72:11,18,25

73:2,4,5,7,9 74:25

75:3,4,6,10 76:12,

16 77:2,7,12,23

78:2,7,11,15,16,

17,19,21 79:11,

14,17 80:20,24

81:2,6,14 82:7,25

83:3,6,22,25 84:8

85:4,14 86:22

87:2,10,12,23

88:4,14,16,20

89:1 90:17 92:18

94:16 95:2,8,12,

19,23 96:2,7,10,

13,23 97:21,25

98:6,24 99:3,5,7,

12,13,16 100:13

101:7,9,18 103:8

104:10,22 112:25

113:2,21 114:5,7,

8 120:23 121:3,

10,15,22 122:7,9,

15 123:8,20

124:5,13 125:19,

23,25 130:21,25

131:5,6,7,11,14,

15,18 153:9,12,16

157:16,21 178:4,

7,9,15,20,24

179:2,3,4,12,20

180:3,6,8,11,19

181:4,5 192:19,23

203:2,6,14 204:23

205:1,4,7,10,13

210:6,17,20,21

211:23 217:10,13,

16,18,25 218:1

220:9,15,18,21,

22,25 221:3

222:5,8 225:18

227:17,19,22,23

228:1,3,7,23

229:10,22 231:22

232:2,5,16,17,18,

22 233:1,7,10,17,

19,23,24,25

234:3,11,13,18

235:4,5,8,10,19

236:4,11,20

237:3,6,14,23

238:1,3,5,6,10,14,

20,23,25 239:3,6,

9,14,20 240:2,14,

24 241:1,5

judicial 86:23

88:1,20 130:23

131:1,7,9

July 14:14,16,21,

23 25:18,19 27:6

28:24 32:24 33:23

35:9 61:8 62:3,11

63:7,13,15,18

64:3,4 65:3,4,7,9

66:4,6,18,22 67:1,

3 77:5 147:18

151:5,6 154:20

161:10,11,13,14

162:1,3,6,17,21

164:9,10,13,14,19

165:8 166:17

167:17 168:8,11

169:14,15 189:10,

18,20 191:4

200:16 201:9,17,

23,25 202:3,9,10,

12,16 203:10,11

235:17

June 14:11,12

15:24 16:1 23:21

25:20 28:19

33:15,17,19 61:6,

11 62:3 63:7,12,

16,19 65:7 66:19

143:16 154:20

161:9,24 162:12,

14,16,20 163:20

164:2,10,13,14,19

165:14 166:19

183:7,10 200:15

201:8,20,21

202:2,17 203:15

235:16 237:9,22,

23 241:13

jurisdiction 12:2	Krcmar 9:19	leave 192:6 233:3	list 6:12,15 13:11
justice 38:13	53:17,19,20,23	234:3 236:5	23:18 52:4 81:7
	54:6,10 57:24	leaving 15:5,11	118:17 217:8
	62:16 65:1 66:1	led 26:9	listed 13:11 26:25
K	68:3,22 81:11	left 14:17 73:15	31:6 51:15 59:10
	99:19 104:10	81:22,25 92:22	82:19 91:13,23
K-R 54:9	112:15,20 113:6,8	93:19 121:19	126:15 133:17
Kayla 2:20 7:7,15,	114:16 115:11	129:8 173:6	137:10 143:20,21
22 25:25	116:19 120:14	201:11,19 203:13	205:25
kicks 120:1	121:24 122:17	223:4 230:20	listen 55:10
kilowatt 148:6	125:18 126:2	left-hand 69:9	136:21 176:15
kind 6:8 24:4 42:5	130:22 131:16	legally 77:17	177:6
48:18 50:17,25	180:9 181:15,16	legit 161:20	listened 58:7
70:3 83:9 87:19	192:19 205:15	length 208:17	139:9 151:1 186:9
91:20 115:15,17	217:13 219:14	lengthy 57:15	213:6
116:19 118:10	221:9 242:4	119:13	listening 169:6
119:13,15 120:10,	Krcmar's 121:23	letter 83:11 91:9	171:2 176:23
13 127:8 133:2		92:23 150:19	listing 69:11 71:21
151:11 153:23	L	letting 157:18	listings 213:9
154:3 172:7 197:8		182:25 202:23	lists 59:21
199:16 203:7,17	label 233:12	232:14	literally 83:12
204:18 208:23	labeled 229:11,20	level 26:13 27:15,	live 78:4 127:24
211:6,24 229:8	233:2 234:5	21 115:21 140:8	129:11 132:11,14
231:8,16 232:11	labeling 233:17	levels 107:19	133:1,8 224:7
236:3 237:10,16	lack 8:7 117:23	liaison 54:15,16	living 46:19
kinds 76:2	184:6	lie 175:25 196:4	LLC 31:11
King 37:21	landlord 47:4	life 182:6	load 108:11,14
KLIETHERMES	larger 232:7 233:1	LIHEAP 120:3	local 213:16,20,21
7:18	240:6	212:7	locate 83:4
knew 166:7	lastly 5:14	liking 123:21	location 31:20,22,
176:24 179:10	late 8:1 9:11 15:8	limit 109:1 240:17	23 35:6,17 36:1
201:16 234:14	18:15 50:20 69:20	limited 115:20	40:23 46:21,22
knowing 134:18	197:6 198:10,16	116:2 230:24	56:19,20 59:18
knowledge 68:12	218:25 229:4	limiter 108:14	60:9,11 108:3
87:6,19 90:1	234:19	limiters 108:11	156:14,21 177:21
136:14 142:4	latest 237:5	lingo 91:8	locations 114:24
182:9 186:23	law 2:19 11:22	link 230:8	log 32:13,14,15,18
188:12 220:6	lead 209:7		76:14 83:1
231:10 237:14	leaflet 210:3		logo 44:11
Kolkmeyer	League 212:11		
227:21,22,23	learned 240:7		
232:15,17,18,21			

logs 85:4	made 13:15 14:8 19:10,12,15,16 33:3 43:23 44:12 47:3,6,10 71:23 74:7,15 90:3 91:7, 11 93:22 103:6,14 107:7 114:20 115:5,8 128:7,13, 21 129:7,8,9,18 130:18 132:11 133:22 134:3 138:21,25 139:2 154:14 155:8,10, 11,16,18 156:11 158:7,13 159:17, 20 160:15 161:8 166:6 167:5,6 170:20 171:6 183:10,11 184:14 186:1,9 187:11 193:10 212:20 219:18 223:1,18, 25 224:2 226:13, 14,18 228:15,17 231:12 235:14	84:18	manage 153:24
long 67:9 102:14 119:14 146:14 214:7	Madison 3:10	maintains 74:15	manageable 119:2
longer 94:18 147:15	Maida 22:21	make 5:6,21 6:3,5 7:1,8,11 12:22 28:16,18 29:1,15 37:7 38:6 43:1 48:1 49:9 53:5 70:8 75:6 76:22 86:19,20 88:8 98:11 103:14 107:3,8 108:10 112:15 115:2 119:5 120:7,16,19 127:18,21,25 128:2,10 129:4,11 134:18,25 139:6 147:18 149:3,23 150:6 155:14,24 158:10 165:1 166:8 171:11 179:10,24 183:5 188:5 192:11,13 194:4 204:10,15 208:1,14 215:23 218:20 225:2 226:1 227:1 231:3 234:11,14 235:8 236:21 238:10 240:10,19	manager 110:19
looked 26:21 134:4	mail 19:7 31:17 42:20 44:7 86:5,7 97:7 136:20 150:1 154:25 175:12 183:2 190:3 207:15	makes 73:21,22 130:1 179:25 180:1 208:25 240:12	manipulate 37:24 39:2
lost 221:2	mailed 16:25 65:8, 9 86:16 91:14 93:19 100:22 103:22 127:12 140:15 189:25 221:23 222:17	making 4:7,18 6:1 19:18 29:17,24 128:19 160:25 183:13 196:3 200:8 202:11 233:14	manipulated 13:5
lot 8:7 29:18 84:21,22 135:14 144:12 174:24 175:13 212:12 214:14 228:25 229:10,15 231:8	mailing 91:24	man 35:3,9,10,13, 24 36:6 37:18,22, 25 38:1,2,4,5,6,7, 9,19 39:3,5,8 41:24 95:15	manually 172:7
Louis 3:5	main 54:18 151:7		March 18:19 20:15,22 109:20, 25 127:17 128:6, 24 129:7,12,19,22 130:18 134:3 138:25 139:1 172:9 183:21 185:2,8,21 186:2, 9,10 188:9,10 205:25 206:3,6,10 219:4,18,25 221:24 222:19 223:1,12,15 224:2,10 225:5 226:12,18,23,25 228:14
love 121:21	maintained 56:23 72:1,6 82:12		mark 151:12 181:18
low 20:4 105:22 106:11 108:23 109:3,15,22 110:11 111:23 112:7,8 141:16 185:14			marked 71:1 97:1
lower 117:10			Mastercard 44:10
lowest 89:21			matching 35:14, 16
lump 35:1 158:20, 25			math 35:10 159:2, 4
lunch 121:18,21 122:1			mathematics 35:2,5 159:10
<hr/> M <hr/>			matter 18:6 110:5 148:6 180:12 213:10 218:16
M-A-R 54:9			matters 6:11 238:4
M-E-R 91:8			meaning 31:16
machine 37:19 42:15 43:3 91:13 95:4,7 98:8 108:1 128:2,8,17,20 129:8 130:5 132:20,25 133:23 182:6 223:3			means 19:5 59:23 60:13 66:23 70:16

80:5 93:5 117:7 144:9 148:5,21 203:22	138:23 139:23 140:6 141:12 142:9,11 143:8 152:23 154:18 160:2,6 161:16 165:23,24 166:18, 22 168:8 182:5,17 185:5,12 187:2 192:11 200:19 201:16 209:4,12, 23 211:24 218:22, 24 235:16 240:3, 15 241:11,12	middle 49:6 94:25 million 60:13 mind 68:24 70:4 118:7,11 119:6 143:25 176:6 222:13 225:24 mindful 110:25 111:1 112:9 minds 132:4 mine 35:13 124:8 221:15 mines 39:12 minimize 3:25 minority 31:7 minus 145:4 minute 94:17 112:15 minutes 95:22 208:11 241:3 misreading 194:21 missed 80:23 161:9,10 187:15 205:21 missing 72:17 79:7,9 Missouri 2:16 3:1, 4,5,11 9:19 11:21 13:13 16:5,8,22 17:2,5,15,19,24, 25 18:9 19:25 53:17 54:12,14 55:22 58:6,9 60:6 68:4,5 72:2,6 76:5,8 79:1 80:12 82:13,21 84:18 89:9 94:7 96:8 97:13 104:4 106:4 110:9,13 115:6 150:22 218:12 224:15	Missouri's 14:4,22 50:14 54:19 56:24 60:5 misspeak 194:14 mistake 33:20 misunderstood 223:17 misusing 36:14 Mitchell 2:22 module 148:18 moment 7:7 123:19 225:15 Monday 50:24 51:3 215:13 237:1 monetary 12:4 money 34:25 36:24 37:9 49:8 158:22 159:1 169:24 170:2,5 moneys 12:4 monopolize 38:1 month 6:21 13:13 33:23 34:18,19,20 35:8 36:6 37:9 49:1,2,6,7,24 60:9,15,16,20,21 61:25 62:2,9,11 63:4,13,18 74:3,5, 10 141:24 151:5, 11 152:9 153:5 154:2,4,19,20,21 155:7,9,11,12,13, 15,20,21,23 158:13 159:20,21 162:4 163:7 173:10 174:6,11, 19 183:9,12,13 189:10 192:25 193:25 195:15,17, 23 197:8 199:19, 21 200:10 202:8 203:9 216:16
meant 183:17 measures 154:3 Medicaid 115:23 medical 13:23 16:24,25 17:2,6 18:1,2 19:2 28:8, 9,13 33:10 81:23 91:3,8,12,15,19, 24 92:1 93:4,6,11, 14,20,23 94:1,4,8 97:5,10,25 98:22 99:8,21 100:5 106:19,23,25 107:7,13,18,19 108:5,17,19,21,22 109:3 112:2 138:6,11 139:10 142:8 182:7,10, 13,18,23 209:2, 13,15 Medicare 27:10 115:22 meet 108:24 137:25 140:22 members 181:1 memory 210:8,12 231:20 mental 35:24 mention 12:23 29:1 111:9 132:11 163:2 186:8,11, 14,15 208:14 212:20 235:15 240:20 mentioned 31:15 40:12 42:14 62:1 63:10 66:22 71:20 86:9 89:14 94:3 99:21 111:13 119:4,7 129:15	mentioning 83:19 112:2 139:17 212:2 234:16 mentions 110:8 112:1 MER 91:9 message 129:8 223:3 230:18 messed 138:24 messes 48:18 met 138:4 meter 15:25 24:2 40:16,18,21 41:4, 9 42:7 58:4,6,11 59:21,24 60:11,12 86:12 89:23 108:15 127:15 129:13 147:24,25 148:16,17,19,25 149:5,7,25 150:12,16,17,18, 19,23 154:8 155:5 158:25 206:25 207:3,5,9,23 metering 41:9 148:20 meters 15:19 147:13 148:17 mic 46:9 50:11		

226:20 227:4	muddy 116:12	non-partner 114:24	notification 44:16, 21 106:9 119:11 182:25 183:1 185:17 206:8
month's 175:6	multiple 8:23 47:1, 11 48:9 183:8	nonpayment 100:22 107:16 108:9 139:3 185:8 191:2	notifications 105:25 110:1 129:17 219:3
monthly 15:6 56:18 63:8 117:11 159:23 174:17 188:24 189:2 193:11 197:22 204:7	murder 181:14	noon 121:16	notified 142:3,13 189:12 224:11,13
months 12:17 34:23 111:5 158:11,20,23 159:2,6 207:7,8, 10,13 211:2 212:19 226:20	mute 3:24 50:10 99:14 113:11 124:17 153:15 221:11	noontime 131:21	notify 127:11 141:9,10 142:4,13 165:12 225:4
months' 69:19	muted 121:10 221:10	normal 56:23 72:1 76:5 80:12 82:12 97:12 100:25 115:18 165:4,8, 11,14	notifying 206:15
morning 2:10 3:2 13:8,10 22:22 86:10 113:5,6 138:20 186:11	<hr/> N <hr/>	notated 146:15 177:15	November 56:21 71:14 109:19,25 111:7 117:16 138:25 141:25 185:2 198:19 210:4
mortgage 38:4	named 123:5	note 75:6 208:1 223:2	number 2:16 15:16,21 17:20 18:12,21,24 23:19 59:21,22 71:9 86:24,25 116:5 126:14 127:1,24 133:11,17 134:4,6 146:23 147:4 167:8,9 189:1 200:8 214:2,12,13 229:23 234:5 238:19 240:15
mouth 38:15 87:22 146:11	naming 169:5	noted 11:15 18:16 164:18 177:23 178:2,3	numbering 234:2
move 12:8 21:6 33:13 34:4 50:13, 16 86:11 93:9 111:20 142:1 143:6 146:13,14 171:13 179:25 181:3 207:22 217:14	narrative 6:8	notes 18:20 223:9	numbers 10:16 88:21 100:15 200:9 213:16 214:5,10,23 232:12,23 233:3
move-in 86:9	nature 240:5	notice 10:12 19:1, 6,8 27:1,19 77:13 86:23 87:3 88:1, 20 101:24,25 102:2 103:20,21, 22 107:3 127:12 129:9 130:23 131:1,8,9 154:22 189:4,11,22,24 190:3,7,9,10,15, 17 191:2,7 210:2 212:9 213:13 221:23 222:17,23 231:6	<hr/> O <hr/>
moved 15:22,23 23:20 28:6,12 33:14,21 46:24 86:15	necessarily 60:21 70:9 112:7 134:13 138:3 211:5 237:19	noticed 26:22	O-L-I-V-A-S-T-R-O 45:14
moves 220:10	needed 25:15 39:25 73:24 91:16 102:10 120:13 186:13 221:24 222:18	notices 10:24 19:3 100:22,24 101:3, 19 105:14 213:12 215:6 222:2	oath 4:15 21:17
moving 55:16 146:18 182:5 199:16 217:6	needing 142:14,24 143:2 219:4 236:14	noticing 79:9 213:1	
MP3S 229:2,11,19, 23	negative 70:7 144:8 174:10		
	news 37:25 240:1		
	night 175:22		
	nitty 140:17		
	nobody's 35:11 39:2		
	non-authorized 115:6		
	non-critical 108:1		

34:10 46:1 53:25 217:23	occasion 177:10, 16	Olivastro 9:25 10:1,2 30:11 45:5, 19,21,24 47:13 48:24 49:15,23 52:12 242:4	optional 237:7
object 5:3 8:2 22:3 37:2 50:23 51:1,5 57:19 61:19 79:8 87:5 98:24 222:4 229:5	occur 41:4 102:12	Olivastro's 45:11	options 82:1 86:19 106:2,5,6,7 119:5,8,24 135:6, 8,11,16,21 137:7, 16,18 139:5 140:20 142:17,21 185:18 208:4,13 209:18,20 210:10 215:5,18
objecting 58:17 67:20 77:23 78:12	occurred 6:9 183:22 195:6 211:18 220:1 224:14,19,23 225:10	ongoing 207:1	order 5:10 9:17 11:24 12:6 16:2 53:7,8 55:21 64:11 86:25 88:24 91:18 92:3 146:19 241:13
objection 6:1 10:23 22:9,13,20 24:3,12,20,25 26:15 27:23 38:17,25 39:8 47:8,15 48:5 57:11,21 58:13,17 62:16 63:20,23,24 64:11,13,18 65:16,18,24 67:15 68:17,24 70:14,20 72:20,24 73:3 74:19 75:2 76:15 77:24 78:18,20 83:2 88:5,13,15 89:25 90:18 92:5, 19 99:5 103:5,9 104:7,11,12,23 131:4 222:5,9 233:14,22	occurrence 219:19	online 2:22 25:16, 22 31:22,24 32:3, 5,10,11 115:9 116:5 152:22 162:17,18 164:6 200:18 202:15 207:16 213:18	originally 31:18 223:10
objections 5:6 9:13 51:8 52:19 57:7 72:11 76:12 82:25 87:2 97:21 99:4 101:8 131:1 220:19 234:21,24 236:8	occurs 5:4	open 98:12,13 125:15 151:22 183:14 216:14 234:23 236:5	originator 114:21
obligation 140:21	October 13:16,19 17:5 35:22 71:14 77:11,14 92:23 93:3,18 94:5 105:11 117:14 119:25 141:20,24 198:5,8,10,11,15, 17 199:2,6,7,8,9	opened 9:3 42:11 170:3 199:18 211:3	outage 107:17
observed 46:23 147:3 216:9	offending 212:23	opening 4:7,19 12:8,22 13:6 14:3 21:1 112:20 165:24 218:24	outages 107:3
obtain 59:24 148:21,24 215:4, 16	offensive 140:9	opinion 140:16 173:16 189:22	outbound 19:9,11, 14 126:6,22,23 127:9,13,18,21 128:7 132:23 184:13 223:1,11, 15
obtained 136:19 148:18	offer 5:1,21 57:5 72:9 76:11,13 80:18 82:24 97:19 101:6 106:12 118:6,13 120:2 187:22,23 205:11 208:9 209:16,24 215:9,14 229:1,13	opportunities 215:8	outline 215:5
	offering 118:24 125:20	opportunity 4:8 5:5,20 52:21 139:4 185:10,23 207:15 208:7 209:14 229:5	outlined 130:15
	office 3:12 13:23 149:4	opposed 204:17	Outlook 240:17
	official 87:3	option 90:4 118:16 119:22 120:5,7 135:19 139:22 140:3 141:9 142:19 150:18 176:22 187:25 188:6 237:15	outreach 111:3 214:3 228:15
	officially 33:15		outright 112:7
	oftentimes 177:7 215:7,14 240:6		outstanding 15:2 167:24
	older 149:5		overdue 67:6
			overlap 66:5
			overlapping 12:19 64:5 184:5

<p>overlook 216:11</p> <p>overpaid 173:8,23 174:10</p> <p>overpayment 69:18 172:6 173:5 174:7,12 175:5,7 177:21</p> <p>overpayments 143:16 171:11 200:15</p> <p>overpays 173:11</p> <p>overreaching 111:13</p> <p>overrule 48:4 57:20 62:15 64:17 65:23 68:23 70:20 72:25 75:2 88:4 90:17 92:18 103:8 104:22 222:8</p> <p>overruled 27:25 58:22</p> <p>overstepping 110:23</p> <p>overwhelmed 182:3</p> <p>owe 34:25 35:21 145:18,20 158:20, 24 159:7 168:2 169:21 170:1</p> <p>owed 167:1,3 170:1</p> <p>owing 169:24</p> <hr/> <p style="text-align: center;">P</p> <hr/> <p>p.m. 241:18</p> <p>P.O. 3:11</p> <p>pages 14:1,2 83:7</p> <p>paid 25:16,23 27:6 32:25 33:6 37:9 62:6 65:11 67:6</p>	<p>108:13 116:3 166:1 174:18,19 183:16 193:13 197:14 201:4 207:16 215:18 221:24 222:18 227:5 230:10</p> <p>paper 29:10 31:16, 18,20 33:16 159:3</p> <p>paperwork 17:1,3, 7 25:13,22 81:24 91:15,16 93:12,17 209:16</p> <p>paralegal 7:15</p> <p>part 70:13 119:24 185:15 204:12 211:13 240:10,18</p> <p>partial 187:15 211:13</p> <p>parties 2:2,24 3:24 4:17 5:3,9,16,19 8:12 11:14 18:5 51:1 94:16 95:10 99:13 120:25 121:16 122:7 180:17 205:6 224:21 235:2 236:6 237:7,12,16 241:2</p> <p>parts 10:10 12:25</p> <p>party 4:7 52:8 179:18 232:3</p> <p>passing 209:5</p> <p>past 27:21 102:7,9 103:23 111:22 161:25 162:5,14 163:19 165:6,13 202:10</p> <p>patience 241:8</p> <p>patient 91:14</p> <p>pay 27:9,22 34:17 36:6 65:12 115:25</p>	<p>116:4 118:25 155:20,22 156:21 161:3 174:13 189:4 191:24 215:15 230:7</p> <p>paying 27:19,20 116:17 134:15 167:14 196:1</p> <p>payment 14:16 15:4,9 24:16 25:15,17,23 32:24 33:3,5 34:22 36:3, 5,16,17 37:8 44:4, 5,7,9,16 52:8 65:13 66:8 69:20 71:10,21,23 72:12,17 73:15, 18,21,23 74:3,6,8, 9,12,15,16,20 79:7,9 90:4,7,8 102:10 103:5,14 106:2 114:20,24 115:2,3,5,6,9,14, 24 116:3,8,10,11, 13,17 117:5,8,10, 20 118:2,5,14 119:8,23 120:8 135:16,21 137:7 140:3,4 147:2 151:24 154:19 155:8,10 156:14 157:6,15,22,24,25 158:1,6,7,11,13, 17 159:23 160:13, 19 161:9,10,12 162:20 164:8,20 165:17 166:6,16 167:5,6 168:12,19 169:12,13 170:9 172:13 176:1 183:10,15 184:4, 16 185:10,18 187:7,9,13,14,15, 21,24 188:18,19 189:21 190:2 191:6,14,17,18,25</p>	<p>192:2 193:10 195:19,20,22 196:13,15,16 197:4,5,6 198:7,9, 10 199:3,8 201:7, 9 215:5,8,9,12 226:13,14,18,19, 24,25 227:3,4,6, 10,12 228:17 230:7</p> <p>payments 12:16 13:15 14:8 29:3,6 33:11 34:24 35:1, 6 36:21 43:23 44:12 52:6,7 71:21,25 73:17 74:1,9 75:25 79:1 114:23 115:2,23 155:12,16,18,25 156:10 158:22 159:4,17,20,23 161:7 168:21 169:18,19 170:11, 14,17,21 171:5 183:8,9,13 184:12 192:13,16,17 193:4 194:5 197:9 198:22 199:17,19 200:1 230:19,20</p> <p>payroll 23:4,8</p> <p>PDF 83:23 84:1 98:14 100:14 240:9</p> <p>PDFS 84:9 98:3 205:6 229:11,22</p> <p>peak 35:25 175:21 204:3</p> <p>pendency 102:25 105:9 229:6</p> <p>pending 91:12 92:2 93:5 182:24</p> <p>people 13:4 37:24 38:2 52:10 180:25 182:15 212:5,12</p>
--	---	--	---

214:22 216:11 217:4	phrase 203:21	pledged 74:10	posting 74:20 184:12
percent 27:21 108:25 140:7 152:8,9 183:15 210:11 212:18 225:9	physical 149:25	point 9:14 22:22 26:3,7 30:19 44:6 67:4,7 69:22 78:6 89:9 91:10,14 92:1,2 93:15 96:5 102:21 108:11 134:17 135:17 137:24 138:3 140:4 150:12 159:14 164:25 165:21 168:25 170:4 172:18 176:7 178:22 181:20 182:4 185:3 188:2 200:1 204:10,18 205:19 228:21	postings 184:16
perfectly 4:1	physically 74:12 152:18	points 6:14 23:17	posts 73:23 74:16
performing 197:23	physician 91:17 93:1,17 138:8	policy 175:8 206:15	potential 152:14 185:18
period 16:21 75:24 87:22 105:15 147:6 193:8 195:12 201:20 202:10	physician's 92:3	popped 123:17 124:10,11	potentially 209:17
permanent 130:18	physicians 94:11	portal 32:6	poverty 109:1 140:7
person 28:4 36:1 38:6 68:21 74:22 133:1 134:19 148:25 214:6,12 225:8	pick 132:12 181:12	portion 21:1,7 30:18 232:7,11	power 38:22
person's 137:11	picked 63:17 132:12 133:1	position 6:20 8:10 12:15 13:12 14:4 52:5 54:13 225:25	practice 48:1 82:12 100:25 240:7
personal 133:4 138:14	picking 133:23	positions 17:9	practices 54:20 55:23 68:6 80:12 97:12 188:25
personally 41:10 47:24 116:16 139:12	picture 95:4 236:3	possibility 223:16, 19	pre-marked 218:17
pertained 184:22	piece 159:3	post 74:4 157:23	prefer 234:25
pertinent 188:14	pieces 207:10	postage 207:15	preference 121:2
petition 237:11	piggyback 42:5	postcard 207:16	preliminary 6:11
phone 10:16 19:24 21:24 26:1 58:8 80:4 118:10,20 133:4,11,17,22 134:4,6 158:8 186:5 207:18 208:11,18 209:5 232:3	pink 102:3	posted 15:4,9 65:14 71:22 73:19 74:6,11 157:6,7, 24,25 158:1,6 166:17 196:19 199:8	premise 60:10,11 66:22
phones 3:25	place 13:17 109:21 185:3	positions 17:9	preparation 117:14
photograph 95:7	plainly 165:8	possibility 223:16, 19	preparing 120:10
	plan 7:12 13:18 15:14,20 16:3 17:23 90:4,8 111:4 120:23 122:18	post 74:4 157:23	present 4:6,12,20, 21,24 5:20 8:7 21:9 22:22 23:11 30:12 58:10 148:12 150:18
	planned 107:3	postage 207:15	presented 5:18 26:23 29:8,17 68:19,21 170:9 204:12
	planning 107:4 135:5	postcard 207:16	presenting 8:6 25:6 30:10
	plans 90:7 176:1	postcard 207:16	presiding 2:19
	platform 55:16	postcard 207:16	
	play 8:5 9:14 29:23 35:11,13 38:22 39:2,14,16, 17 229:3 236:17	postcard 207:16	
	pledge 199:24 216:15	postcard 207:16	

pretend 213:24 230:25	22 234:8,20 238:6 239:10,11,15,22 241:1	proceeds 9:15	promulgated 11:23
pretty 10:10 34:18 52:14 57:15 114:10 115:18,19 152:20 230:22	print 141:4	process 43:25 44:7 60:5 68:14 80:5 91:7 105:18 119:15 138:9,10, 17 139:21 140:11, 24 156:19 175:7,8 186:25 191:22 212:8 231:6	proof 4:24 25:9 37:16 51:25 52:7 158:14
prevalent 119:6	prior 23:24 61:25 63:3 65:11 89:18 127:21 129:13 139:3 184:14 185:7,20 189:7 190:3 198:16 210:4,10 219:3 229:7	processed 104:16,20	proper 72:22
prevent 107:15 185:16	priority 107:16 213:7	processes 73:25 109:12	properties 10:21
prevented 128:12	privacy 110:23	processing 73:24	property 11:5 14:19 147:16 149:6 151:10
preview 123:20	privilege 22:3	Professional 2:4	prorated 211:16
previous 35:15 69:19 75:25 149:19 174:11 187:24 200:2	pro 3:22 237:12	professionalism 226:2	prove 36:4
price 47:9 49:2,5	proactive 20:2 110:21 111:3 224:11	profile 152:12,22	proves 231:8
prices 46:25	problem 35:24 41:3 84:23 85:2 101:16 123:25 130:16 144:3 153:17 180:24	program 13:23 18:2 55:16 106:7, 8,13,16,18 107:14 108:20 109:24 110:3 111:2 118:23 119:10 123:14 129:19 185:11,15,19 209:19,24 212:2, 7,18 214:3,11	provide 19:3 20:7 43:24 103:2 107:16 110:9 137:19 142:21 143:1 188:7 191:1 213:7,10
Pringle 3:8,9 6:13, 17 9:21 17:13,14 20:25 30:21 34:1 40:8,11 41:2,18 45:1 49:19,22 50:16,17,22 51:10,16 57:10 73:2,4 76:15 78:17,19 80:23 81:10 83:2 87:4 88:15 94:21 98:16,17 99:3,5 101:9 113:2,4,19, 25 114:7,9,14,15 120:23 121:5,10, 11 122:6,16 123:4 124:21 125:12,17, 24,25 126:1,16 130:21 131:6,9 139:23 156:9 180:11,12,16,19, 20 181:5 184:11 205:2,4 210:19 217:16 218:1,3,24 220:9,17,22 221:8 228:1 233:12,19,	procedure 176:8	programs 20:7,8 55:13,14 134:25 136:3 212:4,15 217:1,2	provided 18:14, 20,22 19:6,8,13 42:16 71:16 147:8 159:18 206:5 223:6,22 225:7
	procedures 19:23 20:2 165:4	projected 149:14 151:4	provider 97:8
	proceed 21:19 22:24 34:14 54:3 56:9 57:21 62:21 65:25 69:4 70:20 75:10 85:14 99:16 101:20 104:24 117:2 125:23 131:18 180:13 217:25 220:14	projection 152:3, 24 153:4	providing 20:5
	proceeding 105:10 121:17	projections 154:5	provision 11:22 13:20 14:6
	proceedings 17:16 96:5 178:22 181:20	promote 120:6	pry 111:14
		promoted 135:20	public 3:13 17:15 88:1 97:24 218:12 238:13 239:1
		prompted 139:14 209:3	pull 76:18 83:18 194:19,24 205:3, 16 221:21 222:1 230:13,25 231:20
			pulled 76:21
			pulling 36:25 77:18

pulls 105:5	176:7 184:9	raised 34:6 45:22 49:1,5	148:13,22 151:9 154:8
purpose 12:12 136:8 171:12 179:17	192:10 194:13 205:2,18 210:1 222:9,15 228:6,12 229:14 231:19 239:9	randomly 194:24	reads 148:18
purposes 119:16 233:17	questioned 167:22	range 106:5	ready 40:2,3,5 120:3 222:10
put 44:4 75:21 109:18 170:18 213:19 231:13 236:25 237:1	questioning 5:8, 16 6:2,6 46:18 49:15 72:22 120:19 125:18 131:21 132:8 180:9 202:24	rate 13:17 15:14, 20,22 16:3,4,6,8 17:23 47:21,22 48:7 82:1 86:7,8, 13,16,18 89:10, 12,16,18,21,22 90:1,2,7,9 148:2, 4,5 153:21 206:16 207:7,11,14,24 208:3,4,9,13	real 45:7 95:15 164:25 203:22 224:8
putting 17:23 119:23	questions 4:4 5:17,24,25 6:5 20:11,12 21:6 23:10 30:11,24,25 31:2 33:24 41:18, 23 42:1 44:24 50:3,5,7,11,13 53:4 75:7 112:16 130:22 131:15,23 137:22 157:17 179:16 203:3,4 204:24 210:16 216:13,25 217:5, 7,12 221:20 225:16,17 227:15, 19,24	rates 16:7	realize 156:25
Q	quick 45:7 133:10 164:25 192:20 224:8	re-cross 33:25 44:25 204:24 210:17,19,21	realized 224:10
qualifications 137:25	quickly 129:4 238:6	re-direct 217:10 227:25 228:1,6	realizing 224:13
qualifies 138:17	quiet 25:5	reach 26:8 43:3 118:18 128:4 225:7	realm 132:21 133:6
qualify 20:9 116:21,25 136:4 140:12	R	reached 18:24 110:18 127:25 128:2,8,17,20 206:7 225:4,8	reason 22:5 25:10, 21 37:18 38:2 39:3 62:4 68:16 102:6 118:15 155:19 161:2 167:15 174:17 175:25 182:14 211:9 223:7 225:11,13
qualities 133:24	raiding 149:7	reaches 142:20	reasonable 147:1
quantitative 12:7	raise 21:10 34:5 45:20 53:20 217:19	reactions 240:8	reasoning 161:19
qued 202:22		read 60:14 67:18 145:8 150:10	recalibrating 149:15
question 4:17 5:25 6:3,7,10,23 10:18 12:20 21:21,22 22:6,7, 23 23:1,7,15 24:9 30:4 34:15 44:3 49:19 52:21 69:1 75:17 76:1 81:16 100:2 114:2 115:12 133:10 134:11 137:1,3,4, 21 140:8 142:2, 12,25 143:7 146:19,21 147:7 151:12 153:10,12 155:7 157:17 158:9 161:22 163:24 168:25 169:3 175:18		readers 148:16	recall 30:8,12 40:13 43:7 99:24 112:22 116:15 142:9 145:24 205:10 228:25
		reading 40:19 59:17,23,24 147:13 148:19,25 158:25 163:10 165:1 200:3 203:21	recalled 120:20
		readings 37:5,8 40:13,15,17 58:3 59:25 60:2,18	recalling 112:20
			receipt 36:19 44:21
			receipts 51:17 158:12 159:5
			receive 23:24 24:17 29:10 31:19 36:3,16 43:6 63:4

66:8 92:25 93:7 101:16 102:18 107:2 115:23 119:25 123:11 128:15 141:15 149:25 158:1 166:16 169:12 180:13 185:6 189:11 190:13 191:16,19 193:15 195:22,24 199:7,8 218:25 228:15 229:6 230:19 240:17	199:17 recently 19:21 143:14 159:22 183:14 recess 95:18 96:6 178:5,8,20,23 211:7 recessing 94:17 178:16 Recipient 232:2 recipients 240:16 recognize 56:3 71:4 79:22 170:20 recognized 81:11 128:9 130:12 recollection 89:11 182:12 recommendation 110:15 111:10 recommendations 112:21 recommends 20:1 reconnected 33:20 129:23 184:2,3 186:21 228:21 reconnection 186:13 205:20,23, 24,25 206:5,12,13 reconnections 206:9 reconvene 95:19 reconvening 236:10 record 2:25 16:12 54:7 57:6,9 72:1, 5,10 73:2 76:4,8, 11 80:19 82:24 83:1 84:18 88:1 96:3,8 97:16,20	98:25 101:6,19 113:7 134:6 150:4 178:21,25 180:4,7 181:21 218:7 220:10 223:18 238:10 241:15 record's 119:16 recorded 19:24 55:10 79:2,5 224:5,6 recording 84:8 85:23,24 98:14 144:11 151:14 160:11,12 recordings 24:21, 22,23 29:22 51:17,20 52:7 141:12,20,22 150:25 176:15 205:5 230:21,23, 24 236:15 240:4,5 records 27:7 55:12,15,18 56:23 57:2 58:5 86:4 88:2 100:24 133:15 134:5 148:10 159:25 223:2 224:6 226:11 228:19 rectangular 102:3 rectify 128:25 130:15 rectifying 206:7 recurring 49:4 red 189:14 refer 10:17 32:10 71:20 85:18 117:6 203:20 reference 20:15 21:25 23:17 27:17 28:8 29:11 132:5 133:10 177:5	226:12 228:16 231:14 referenced 156:4 referencing 61:4 63:2 referred 41:8 144:7 157:22 referring 31:5 32:10 40:15 88:9 90:5 142:6,19 143:25 144:21 151:23 152:1,7 157:3 192:21 202:14 205:1,21 212:5 214:22 235:3 refers 65:12 reflect 16:12 93:21 196:21 219:4 222:24 231:7 reflected 16:9 66:10 159:18,24 160:25 173:4,9 reflecting 13:14 27:1 74:22 147:8 173:12 196:1 reflects 65:15 75:23 160:19 173:8 192:16 refrain 5:23 refrigerator 152:10 refund 144:18 174:15 175:7,9 177:11 refunded 175:15 regard 15:13 16:11,22 105:17 179:8 register 16:24 20:3 105:23
received 7:18 8:16 9:8 14:17 17:6 21:24 25:17,18 26:3 27:7 31:16, 21 36:5,18 43:17 51:21 62:4 64:1 65:19 66:4,9 71:9 74:12 79:1 87:7 89:13 91:25 92:2 93:13,16 94:8 102:10,20 111:22 122:3 154:22,24 157:5,24 158:6,21 159:1,5 160:9,20 161:8 163:18 165:20 166:11 167:16,20 168:7, 9,17 169:8,9,11, 14 172:13 189:9, 14,17,21 190:2 191:6,14,15,17 192:2 194:6,7,10 195:20 198:7,9 199:3,23 206:8 207:2 223:10,12	receives 60:19 receiving 29:12 34:22,23 149:4,24 153:3 166:12 168:12 174:3 178:1 189:4 193:4,7 198:22	refer 10:17 32:10 71:20 85:18 117:6 203:20 reference 20:15 21:25 23:17 27:17 28:8 29:11 132:5 133:10 177:5	refunded 175:15 regard 15:13 16:11,22 105:17 179:8 register 16:24 20:3 105:23

106:15 109:6 117:21,25 118:21 135:7 138:18 registered 2:3 109:11,15,22 110:11 registration 139:15 140:14 registries 138:10 registry 16:24,25 17:3,6 18:2 19:3 81:24 91:4,9,15, 19,24 93:6,11,14, 16,20,24 94:1,5,8 97:6,10 98:1 99:8, 21 100:5 105:18, 24 106:4,10,12, 19,23 107:1,7,13, 18 108:6,19,21 109:23 138:6 139:5,11,15 141:10,17 182:10, 23 184:19 185:4, 13,14 186:4,14 188:2 209:3,15 regular 63:8,12,17 65:4 97:7 134:16 165:20 188:18 191:5 196:23 198:2 201:25 regularly 115:19 regulations 218:23 regulatory 2:19 54:15,16 rehearing 53:1,4, 5,6,8 reinstate 187:23 reinstated 226:19, 24 reinstatement 187:20	reapse 146:20 related 75:23 81:23 82:1 108:22 109:2,3 132:19 133:2 185:24 relating 10:24 release 232:9 relevance 47:8,16 61:23 87:16 229:18 relevant 47:17 143:15 relieved 217:14 relistened 186:10 remain 25:5 remainder 182:1 remained 203:8 remaining 14:17, 20 65:6 200:20 227:8 236:7 remember 58:2 102:21 144:1 151:22 182:7 197:14 203:1 reminder 92:23 93:1 remove 103:3,12 removed 78:7 103:15 160:7 renamed 16:3 render 201:24 rendered 32:23 147:4 191:7 renegotiate 48:1 rent 38:4 47:21 49:24 reoccurring 183:20 213:2	reopened 53:9 rep 116:23 119:17 repeat 20:21,22 21:1 81:2 84:12 131:13 183:9 222:12 235:7 repeated 35:23 repeating 181:17 192:5 rephrase 4:5 22:23 replace 42:6 report 18:5,7,16 19:19 110:5,8 218:16,20,21 219:4 220:5,12,19 report's 110:14 reporter 2:4,5 22:16 45:10,11,15 80:21 180:7 221:5 236:23 237:5 represent 17:14 representative 24:1 117:2 175:23 representatives 12:24 representing 3:20 4:3 request 15:25 17:24 18:23 58:6, 11 71:9 89:9,12, 13 93:5 150:22 177:16 182:22 186:14 201:10 205:14 206:20,22 218:25 219:21 requested 15:22 16:6,8 40:20 41:4 89:17 90:2 91:3 93:10,11 142:10 148:4 236:24	requests 18:13 71:8 150:11,16 183:4 223:23 require 140:23 required 12:16 15:18 110:2 126:23 127:11 143:22 191:1 requirement 106:14 138:7 requirements 106:10 138:4 140:18,22 requires 236:12 requiring 206:21 research 135:18 208:7 218:13 226:3 researching 212:16 resent 93:12 reserve 112:19 resided 14:11 residence 25:20 26:6 35:17 37:11 86:11 162:23,25 163:8 resident 147:2 residential 147:16 resolved 219:22 resources 135:1 140:5 respectful 241:9 respond 5:5 64:11 87:24 143:1,4 responded 28:10 Respondent 2:16 responding 5:24
---	--	--	--

response 18:21, 22 19:13 64:9,25 67:24 68:2 69:6 71:7,8,16 72:4,18, 19 136:22 147:22 187:11 207:18 219:11,13 223:13 225:3	room 25:5 45:8 80:22	safety 106:6 135:15	105:20 143:9,20 144:7 145:3
responses 18:13, 14 96:22	row 197:2,4 198:8 199:2	Salvation 213:16	sections 147:23
rest 154:4 179:9 180:23 200:11	rule 10:8 11:23 12:23 13:20 16:12,18,20 17:25 18:18 20:4 22:9, 12 24:11 27:17 28:2,5 105:15,17, 21,24 106:11 109:7,13,15,18,19 110:2,12 111:8 116:22 117:1,4,5, 7,9,13,15,18,20, 25 118:5,14,22 119:8,23 120:1,11 132:6 135:2,7 136:4 138:11,23 139:5,15,18,19 140:1,4 141:14, 16,22,25 142:8 146:23,25 184:15, 20,22 185:4,10, 13,16,24 186:24 187:7,8,9,13,14, 21,22,24 188:9 189:8 209:2 210:5,11 212:1	Sarah 19:19 217:17,21 218:8, 15 225:23 242:5	security 123:14
Restate 22:11	rules 14:5 18:10 54:21 109:21 218:23	satisfies 106:10	seek 38:12,13 188:7
restoration 107:17	ruling 5:6 236:21	save 77:25 104:23	seeking 186:19
result 48:13	run 60:7 108:18 131:21 146:21	saved 82:17 103:9	sees 115:19 116:7
results 41:15 150:19	running 150:13	Savers 16:4 86:7, 13,17 89:16,21,24 148:3 204:8 207:6,11,14,24 208:3	send 25:25 34:21 35:7 42:19,21,22 63:14 92:13 93:1 95:3,7 98:9,10 110:1 121:5,11 122:23 123:12 124:21 129:24 150:19 151:24 177:11 180:24 182:25 183:1 189:16 202:23 207:1,4,10 208:15 210:2,9 211:14 239:17 241:6
return 93:8	runs 108:18 109:19 138:24	saving 78:13	sending 25:10 81:23 121:8 125:5 181:6 211:25 239:24
returned 17:2 91:17,25 93:2	rushed 131:22	scenarios 206:24	sends 152:5
returns 92:11	<hr/> S <hr/>	schedule 19:1 129:16 238:1	senior 218:13 226:3
review 12:13 32:2 55:12,17 57:25 58:4 134:5 141:22 142:8,23 150:20 182:18 219:10 229:25 234:20	S-A-R-A-H 218:8	scheduled 127:18 188:9 215:13	sense 29:15,17 35:10 49:10 130:1 196:3 202:11 208:25 234:11
reviewed 58:25 110:4 141:12,20, 23 151:14		Schnucks 115:7	separate 19:9 108:20 124:25 155:18,19 210:3 240:23
reviewing 29:13 139:13 148:9 176:24 196:9		school 179:7	separately 232:6
reviews 68:5		scope 11:18	September 13:15, 18 14:10 15:9,16 17:3,17 18:7 35:8 58:10 59:15,17
revised 11:20		score 36:10	
Riley 2:18		screen 9:6 53:18 78:3,4 168:20	
ring 127:6		screens 32:20	
road 182:16		screenshots 32:3, 22 236:3	
rolling 215:25 227:9		scripting 207:24	
		scroll 60:1 124:16 195:15 196:18 201:19	
		season 117:15 120:1,11 185:1 187:8	
		seasons 147:10	
		section 11:20 70:6	

70:2 85:19 86:5, 14 91:22 93:18 94:4 100:21 102:6,11 103:23 143:14 148:11 155:3 157:23,25 158:2 160:5 190:24 191:8,9, 12,19 192:3 195:13,14 197:11, 18,22 198:14 204:16 208:2	102:20 116:21 142:3,6,14 147:2 162:9 187:18 188:4 189:19 190:1 219:18 224:17	showed 70:7 223:11	sister 175:23
serve 54:22	set 2:12 33:21 58:14 60:10 90:22 149:5,8 187:12 208:12 216:2,19 217:1 223:10 226:8	showing 25:17 26:23 36:9 47:23 48:13 72:16 83:10 158:12 161:18 169:11 230:19	sit 39:22 46:11 174:15
served 52:14	settlement 22:4	shown 32:16 80:14 91:6 159:21 171:14	site 44:5 162:18 164:7
service 13:21 14:6,12 15:15 16:1,17 17:15 23:21 25:19 33:16,22 58:14 59:10,11,14,22 60:12,22 61:7,8,9, 25 63:16 65:5 66:5,19 67:10 75:21,22 86:5,16 102:5,12 107:5,9, 11,15,17 109:17 115:9 116:23 117:1 119:17 129:13,21 139:1 149:8 160:8 161:24 162:1,12, 20 165:3,5 166:19 167:2 169:25 184:15 188:25 189:6,18 190:4 193:8,12 196:23 197:7,25 198:14 201:21 202:2 203:20 206:9 208:2,12 209:14 211:17 218:13 221:25 222:19	settling 21:25	shows 25:13,22 59:11,23 61:10 70:5 102:8 162:19 170:9,10,14 171:20 172:6 174:7,9 223:14 230:9	sitting 211:6 214:16 216:5
serviced 61:10 151:17	share 7:16 9:6 110:20 208:21 209:16,20	shut 10:12 226:12, 14,15	situation 13:5 130:15 182:4 184:24 212:3,13 213:25 214:9 216:12 219:14 223:14
services 59:15	shared 6:13 55:21 208:8	sic 187:8	situations 177:24 213:3 214:14,20 215:2
	sharing 7:13 67:17 78:3,6 120:4	side 68:18	size 240:3,11
	sheet 158:15,19 171:11,15,20,23 173:13 215:24 216:3 220:13	sign 13:22	skewed 152:15
	sheets 36:21 39:13 158:12	signal 128:1,18	skip 96:11
	shoots 148:19	signed 33:16 138:8 212:7	slate 22:1 212:17
	short 14:2 96:5 175:14 178:22	signing 141:1	small 31:6 194:25
	shortened 83:19	silence 3:24	smallest 86:12 89:21
	shorthand 2:3,4	similar 8:10,12	smart 41:8,11 86:12 89:23 127:15 147:24 206:25 207:3
	shortly 4:20 181:8 241:14	simple 6:4 35:1,5, 10 137:15 159:10 169:16	somebody's 38:4
	show 29:3 69:21 83:11 122:4 159:15 161:6 171:24 172:20,21 174:7 196:22 215:25 223:11	simply 47:23 86:14 137:12 173:19 187:1 212:24 230:17	soonest 191:9
		single 55:19	sort 12:6 196:17
		sir 3:19 20:14 21:11 31:8 39:18 40:6,18 41:16 42:10 232:20 235:22 238:2	sound 46:13
			sounds 11:9 51:6 72:21 95:25 96:1 190:25 198:21 236:19
			source 90:3
			space 47:21 128:3
			speak 6:9 22:14 30:2 39:4 44:1

46:9 134:13 179:23 speaking 3:24 5:23 27:2 28:2 37:2 39:4 50:11 75:5 99:14 118:7 120:14 154:21,23 155:8 169:23 175:9 183:7 209:8 213:23 215:23 234:15 speaks 77:21 special 105:20 107:21 109:21 specialized 182:11 specific 10:8 117:12 136:25 142:5,19 143:3,24 152:2,12 172:5 173:7 176:24 177:5,10 207:21 210:9 specifically 110:22 116:21 141:14 142:18 177:9 specifics 133:2 spell 54:7 218:6 spelling 45:11 splits 204:8 spoke 136:10 186:24 230:23 spot 216:3 spots 72:15 spread 60:16 117:10 Spruce 10:18 11:8 14:11,14,19 15:3, 15 23:21 25:14,20 27:3 31:20 32:1,	18 33:4,13,14 46:22 56:19 59:16 61:7,10 63:11 66:19 67:13 71:12 75:18 81:22 138:22 144:17 145:1 147:14,24 162:10,14 165:20 167:2,3,6,10,13 170:11 193:20,21 197:20 199:17 201:5,7,21 203:9 211:21 squared 235:1 St 3:4 staff 3:7,10 5:11, 13 9:20 17:12,14 18:3,6,8,12,21 19:13,17,19 20:1 30:20 34:1 40:7 41:19 45:1 49:18 50:17 51:10 57:10 71:9 73:3 76:15 78:20 83:2 88:15 94:21 98:17 101:9 102:20 103:2,3,14 110:5,8,14 113:1 120:12 130:9 159:19 160:9 180:12 206:6 210:18,19 217:14, 16 218:22 219:13, 21,25 220:9,10,23 224:13,23 225:4, 7,8 227:25 233:22 236:11 Staff's 5:14 18:16, 17,22 19:22 110:20 111:10 112:20 205:24 218:16 220:19 stage 232:14 stand 12:14 19:20 217:17 219:15	standards 146:25 147:2 standings 31:13 stands 85:24 182:1 start 4:7 55:8 91:13 111:7 117:15 132:3,10 157:1 174:2 196:25 197:11,14 207:23 212:9 started 10:6 14:13 86:5,16 121:12 184:4 186:25 197:12 212:15 starting 2:8 16:1 189:7 208:2 state 11:6 15:12 24:8 31:14 146:10 218:6 225:25 stated 4:18,19 28:22 43:21 80:21 104:14 137:10 145:18 147:4 151:4 168:20 200:18 statement 4:8 6:20 8:10 12:22 13:6 20:14 21:1 25:22 39:15 52:5, 11,14 59:10,13 61:5 64:14 69:10 75:19,22 76:4,20 77:3,20 78:25 87:19 97:9 147:4 156:4 158:15 164:19 165:24 172:2,22 175:12 189:5 190:11,16 192:16 193:14 203:19 204:7 211:15 218:25 222:21	statements 4:20 6:3 12:9 13:12 26:22 29:1,4,11, 24 31:17 52:9 55:17 56:18,22 57:1,8,15,25 60:2 75:17 148:9 160:25 174:2 196:8 204:11,15 205:22 211:5 231:5,12 states 62:24 69:10 86:14 145:4 146:3 164:3 190:7 205:19 stating 27:9 28:23 104:13 109:2 145:20 158:13 175:13 231:9 station 115:6 116:3 stations 115:3 status 182:24 183:16 189:13 223:3 statute 31:6 statutes 11:20 14:5 18:10 218:23 stay 73:13 191:25 195:16 203:7 207:13 232:10 stayed 166:8 staying 49:13 stealing 36:13,14 step 179:7,10 steps 130:14 138:10,17 184:20 Steven 37:21 stick 11:7 232:23 Stip 130:23
--	--	---	--

<p>STIPULATED 2:1</p> <p>stipulation 15:17 18:24,25 19:16 86:23 88:24 126:23 131:2</p> <p>stipulations 87:4 88:21</p> <p>stop 78:3 109:12 161:25 162:5 177:20 181:18 189:6</p> <p>stopped 23:21 33:16 143:16 161:24 162:2 163:3 165:5,7 169:24 200:15</p> <p>stored 55:12</p> <p>stores 55:15</p> <p>Street 3:10</p> <p>strictly 83:10 145:7</p> <p>structure 89:10</p> <p>stuff 42:25 151:2 179:23 216:14 229:14</p> <p>subject 4:16 11:22 16:13,14,19 27:18 102:16,22 103:25 105:25 191:8,10</p> <p>submit 92:11 160:12 178:18</p> <p>submitted 7:3,6 8:18 51:16 71:13 156:17 160:3 163:16 192:1 223:23 230:16</p> <p>submitting 140:11</p> <p>substance 68:13</p> <p>subtract 197:5,9</p> <p>subtracted 166:25</p>	<p>196:20 199:15</p> <p>subtracting 144:9</p> <p>sufficient 10:20</p> <p>suggested 207:25</p> <p>suggestions 110:20</p> <p>sum 35:1 158:20, 25</p> <p>summarize 229:24 230:3,14</p> <p>summarized 17:20</p> <p>summary 4:9 17:8</p> <p>super 236:16</p> <p>supplied 29:10</p> <p>support 4:11 108:16</p> <p>suppose 8:4</p> <p>supposed 34:18 36:7 136:13 137:24 138:12,13, 18 140:10 145:13 198:23</p> <p>suspended 105:5, 8,12</p> <p>sustain 22:19,24 24:12 38:24</p> <p>sustaining 24:25</p> <p>swear 21:12</p> <p>switch 221:15</p> <p>switched 44:8</p> <p>switching 14:1</p> <p>swore 38:19</p> <p>sworn 4:15 21:16 34:9 37:17 45:25 53:24 217:22</p> <p>system 19:17 71:19 74:13 75:21</p>	<p>80:2,6 86:1,2 127:18 128:9,11, 15,18 129:1,6 132:12,15,18,23, 24 133:7 183:23 184:10 197:23 207:19 224:10</p> <hr/> <p style="text-align: center;">T</p> <hr/> <p>tailored 152:23</p> <p>takes 19:20</p> <p>taking 36:24 87:3 94:17 131:1,20</p> <p>talk 11:14 126:6 133:5</p> <p>talked 6:12 115:14 119:21 157:7</p> <p>talking 38:8 88:9 89:5 120:9 131:7 180:5 191:23 224:14 235:24</p> <p>Tamika 175:24</p> <p>tape 42:10</p> <p>tardiness 230:1</p> <p>tariff 11:24 14:23 67:8</p> <p>tariffs 14:5 18:11 54:21 147:8 218:24</p> <p>team 102:20 107:22 110:20 112:10 132:22 182:11</p> <p>tech 67:16</p> <p>technical 133:24 221:10</p> <p>technology 95:14</p> <p>telephone 55:10 132:22 228:18</p>	<p>telling 37:23 137:11 195:22</p> <p>tells 176:10</p> <p>ten 19:5 59:20 168:11 226:20 236:25</p> <p>tenant 45:7 47:4, 18</p> <p>tend 237:16</p> <p>tender 112:18</p> <p>tenders 220:23</p> <p>term 114:3,11 119:17</p> <p>terms 48:2 51:12 53:5,6 59:3 60:5 69:15 78:24 110:14 117:9 223:18,20</p> <p>Terri 20:17 145:12 146:5 155:8 158:8 160:10,12 191:21, 23</p> <p>Terri's 216:15</p> <p>test 40:21 41:4,15 58:6,11 150:16, 17,18,19,23</p> <p>testified 21:17 30:5 34:10 46:1 53:25 66:17 217:23</p> <p>testify 4:25 5:21 21:9,10 25:5 48:24 58:16</p> <p>testifying 6:6 23:6,9 24:7 41:25 66:1 68:13 179:14,15</p> <p>testimony 4:15 5:4,7 23:12,16 25:6 30:2 34:16 52:12,13 67:21</p>
---	---	--	---

143:8	time 2:8,11,13	times 6:4 13:4	116:20
text 19:8 31:16	4:22 7:12 8:2 9:3	36:6 42:14 47:1,	town 182:17
44:22 52:6	12:11,21 13:2	11 48:9 70:4	track 36:11
129:16,18,25	18:8 20:10,23	73:20 119:19	traditional 90:6
230:18	21:8 23:8,17 24:1,	148:22 152:6,21	trained 67:18
texts 29:10 173:13	15 25:7,12 26:10,	169:5 174:22	134:20,23 135:3,
thing 35:15 55:19	19 27:12,18 29:9,	176:16,20 178:1	5,12 136:11
76:21 81:10 90:18	25 30:1,12 34:17	212:6	137:13,17,21
126:14 136:13	35:25 36:10 37:6	timing 19:4 73:22	139:20 207:25
148:1 164:24	42:24 46:17,18	177:7 188:8	training 117:13
189:13 192:12	50:23 57:12 60:18	titled 180:14	119:25 120:10,13
209:18 239:11	65:14 70:16	today 2:11 3:14	135:9 176:8
things 10:13 11:15	73:22,24 80:3	12:13 13:1 19:20	transaction 75:24
12:1 69:14,17,23	83:14 84:14 85:25	29:21 85:2 169:4	195:1,2,6,17
135:2 203:23	86:7,12 87:18	210:15 236:22	196:18 208:19
204:1,15 209:11	89:5,9,22 94:23	241:7	transactions
216:8,11 229:15	95:6,20 102:9,22	today's 17:15	28:25
232:12 237:11	103:14 104:15	told 20:17 24:18	transcribed 2:6
240:5,8 241:10	124:25 128:18	38:14 42:19 92:12	transcript 241:12
thinking 50:24	129:19,23 130:10	137:16 138:14,16	transcripts 236:22
123:10	131:23,24 132:15	145:25 161:11	transfer 67:8 77:5
third-party 27:8	133:12 134:5,7,9	167:18,23 177:22	189:6 200:20
106:9 200:1	135:5 141:24	201:4,7,11 202:15	transferred 14:21
thought 39:9 90:5	142:12,22 143:3	212:8	15:3 66:15 67:12
118:1,22 119:3	148:3,6,17 155:5	Tony 9:25 46:8,17	69:19,20 167:4,7,
150:23 153:14	156:15 161:12	tool 152:19	9 211:14,17,21
188:17 216:6	167:8 168:1	top 69:9 127:3	transparent
thread 95:9	170:2,4 172:18	166:9 196:25	224:23
121:12 124:23,25	175:21 178:5,12	197:11	transpired 55:19
threads 121:6	179:18,24 180:25	topic 203:7	transported 108:3
threat 103:13	181:3 182:19	topics 203:18	traveling 182:17
105:11 108:8	184:25 186:3,22	total 15:8 75:25	Travis 3:9 17:14
119:12 160:7	187:4 188:1	144:22 166:20	50:17 98:11,17
183:12	191:23 193:13,17	172:25 173:1,6,10	121:8 122:24
threatening 34:20	195:24 199:19,23	193:9 197:3,7	123:25 125:2,6
182:7	200:11 201:2	198:2,18 199:6	180:11 233:11
Thursday 51:5	202:24 207:8	233:4	239:24
tich 163:12	208:18,21 213:1	TOU 85:24 207:6	treasury 73:25
tied 115:12	215:10,17 218:19	touch 12:25	trial 81:4
till 160:20 186:7	219:15,24 220:9,	122:18 213:19	
202:3	23 225:25 226:11	touched 115:16	
	227:21 228:21		
	232:20 234:20		
	235:8,18 238:18		
	241:10,17		
	timeframe 109:22		
	159:22 173:20		

tricked 9:9	ultimately 236:21 241:11	24 156:18 160:17, 18,23 213:17,19 214:1,10,20 230:6,9	verify 67:16 68:18 124:2
true 57:1 220:5 231:10,12	unable 19:17 101:12 136:1	upset 39:19 164:17	versus 2:15 72:23 147:9,11 224:12, 13
truth 34:12 37:17	Unanimous 130:23	Urban 212:10	video 240:5
Tuesday 51:5 160:24 182:2	underneath 196:22	usage 14:7 15:1, 14 35:14 59:4,22 76:1 79:4 147:5,9, 11,17 149:13,15 150:14 151:4 152:8,24 154:4,7, 10 163:19 192:25 204:2,6	view 27:13 31:22 231:1 235:15
turn 3:25 60:25 66:12 68:25 113:12	understand 53:6 84:5 87:14 88:7 92:24 115:22 133:23 135:4 136:23 137:14 139:19 144:5 145:8 147:13 153:2 154:8,9 156:18 164:23 171:25 184:8 188:20 195:25 196:6,13 201:10 215:2 225:2 232:16 234:1,10 235:8	Users 16:7 89:16 148:5 207:14	viewing 111:19
turnaround 236:24	understanding 28:17,18,20 41:8 44:6 53:3 68:14, 20 115:13,18,21 116:2 117:24 154:24 194:11,13 219:23 224:16 226:7 228:19	utilities 47:20,22 50:1 147:3	violate 13:19
turned 151:6 216:16	understands 68:21	utility 11:24 38:3 102:5 105:23 107:17 116:1 147:5 155:22 189:4 211:8 214:4 223:20	violated 14:4 17:24 18:9,23
turning 8:25 14:2 103:17	uniform 147:1	utilize 136:1,8 213:25	violation 11:22 18:20 19:21 219:2 220:1 222:6
type 19:24 38:9 59:22,23 67:10 75:24 80:3,6 134:24 135:2 147:25 152:13 163:18 203:22 204:2,3 216:14	uninterrupted 107:10	utilizing 19:4	violations 16:12 17:20 18:17 218:22
types 69:14 107:24 206:16	Union 2:15	<hr/> V <hr/>	vision 144:4 230:24
typewriting 2:6	unique 213:12	vaguely 151:22	voice 136:22 187:11 207:17
typical 116:8	unit 136:22 187:11 207:18	variables 175:14	voicemail 132:14
typically 18:3	United 43:22 44:5, 18 51:22 115:15,	variance 15:22,24 86:25 88:25	volume 96:21
<hr/> U <hr/>		vendor 73:25 152:5	volunteer 134:20 136:10
U.S. 19:7		verbiage 69:22,25 70:11	volunteered 134:22
UE 23:8		verification 27:8 166:12	<hr/> W <hr/>
Uh-huh 24:10 133:16 139:8 144:2,24 148:15 157:13 165:23 170:13 172:12,15, 24 174:5 193:5 197:10 201:18			wait 163:23 164:1 182:21
UHC 43:24			waiting 93:2 122:4,11 183:1
			Wal-mart 114:25 115:8 156:12
			Waldorf 10:18 11:8 14:12,21,24 15:2 23:20 31:23

32:16 40:24,25
42:9 46:21 56:20
67:1,11 71:13
75:19 77:10 81:22
138:22 147:24
157:11,19 163:5
167:4,7,15 170:15
177:21 189:19
190:4 201:5
211:21

walk-in 114:24
116:3

walked 92:16

wanted 48:24
50:18 65:2 66:3
70:3,8 76:24
98:11 100:7
119:15 156:8
164:18,25 165:3
167:21 177:23
178:3 179:10,16,
23 180:1 183:5
192:11 194:4
204:18 227:1
231:3 234:13
238:9,11

wanting 123:1
229:13

warning 20:16

ways 20:2 110:9,
21,25 112:11
204:14 206:6

weather 12:23
13:20 16:12,17,20
17:25 18:18 20:3
27:17 28:2,5
105:14,17,21,23
106:11 109:7,13,
15,17,19 110:12
111:8 116:22,25
117:3,5,7,12,15,
18,20,25 118:5,
14,21 119:8,23
120:1,11 132:5

135:2,7 136:4
138:11,23 139:5,
15,18,19 140:1,3
141:9,14,16,21,25
142:8 184:15,19,
22 185:1,4,10,13,
16,24 186:24
187:7,8,9,13,14,
21,22,24 188:9,19
209:2 210:5,10
212:1

web 230:8

Webex 2:23 22:17

website 25:16
32:9,12 135:15
136:1,8,20 137:10
140:15 141:3
152:12 156:18
164:19 165:17
176:3 208:5,16
235:15

Wednesday 51:1

week 215:12
216:23 235:1

weekday 102:14

weekend 50:24

weeks 49:3 86:15

whack 184:6

wide 106:4

window 177:8

wiping 22:1 38:8

wise 47:25

witness's 5:4

witnesses 4:25
5:9,12,18,21,22,
25 6:6 9:17 13:11
21:10 179:17

woman 168:2

wond 76:17

wonderful 240:1

wondering 8:14
50:18 145:7
151:12 171:10
173:15

word 9:8 83:10
87:22 184:7

words 38:15 70:10
83:20

work 43:25 54:12,
18 84:3 107:5
115:10 132:7,22
146:5 160:11

worked 129:1
156:25 181:24

working 112:11
120:12 128:23
137:14 217:1,3
241:9

works 84:3
115:14,17 240:23

worse 113:15

wow 241:4

wrap 29:20

written 19:6 52:9,
11,14 207:19
237:12

wrong 35:13 38:6,
10 150:24 212:24
221:10

wrongfully 37:6

wrote 165:1

Y

y'all 9:8 24:5
34:25 37:6,18,20,
24,25 38:1,5,6
39:6,7 41:23 43:4
158:11,12,18,21,
23 159:3,7

169:18,20 170:5

y'all's 23:3 39:12

year 35:19 109:20
143:15 149:9,19,
20 170:3 210:10
211:2

year's 120:11

years 35:15 118:9
119:19 196:9
211:3

yesterday 9:21
18:15,22 19:14
21:25 56:7 77:4

95:10 121:12
219:1 223:13

Z

zip 229:14,17
233:5 240:4