

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Ryan Christopher Matthews, )  
 )  
 Complainant, )  
 )  
 v. ) **Case No. WC-2026-0243**  
 )  
 Missouri-American Water Company, )  
 )  
 Respondent. )

**RESPONSE OF MISSOURI-AMERICAN WATER COMPANY  
TO THE STAFF REPORT**

COMES NOW Respondent Missouri-American Water Company (“MAWC,” “Missouri-American,” or “Company”), by and through counsel, and in compliance with the Commission’s *Order* of May 26, 2026, tenders its *Response* to the *Staff Report* filed by the Commission Staff on May 19, 2026, stating:

**Procedural Background**

1. On January 20, 2026, Complainant, Ryan Mathews (“Complainant” or “Mr. Matthews”) filed an informal complaint with the Missouri Public Service Commission (“Commission”) asserting he was overbilled by MAWC for several months.
2. On February 25, 2026, the Commission’s Consumer Services Department determined the meter test performed by MAWC indicated the meter was working properly, the bills were consistent with the meter reads, and closed the informal complaint.

3. On March 19, 2026, Mr. Matthews filed a formal Complaint with the Commission asserting that the Company had overbilled him in violation of Commission Rules 20 CSR 4240-10.030 and 20 CSR 4240-13.020.<sup>1</sup>

4. The Company filed its *Answer* on April 20, 2026, denying that it had violated any rules or statutes and denying that a full billing adjustment and refund should be issued.

5. Staff filed their Report on May 19, 2026 (“Staff Report”). Staff concludes the Complainant is correct in his assertion that he was overbilled and therefore the Commission should order the Company to provide a refund.

6. On May 26, 2026, the Commission granted MAWC an extension to file its Response to the Staff Report by June 25, 2026. This filing complies with that Order.

7. MAWC’s Report, attached as Appendix A, is being filed Confidential in its entirety pursuant to Rule 20 CSR 4240-2.135(2)(A)1.

**Summary of MAWC’s Response**

8. In this formal Complaint, the Commission Staff and Complainant base their conclusions on the legal doctrine of *res ipsa loquitur*.<sup>2</sup> Essentially, Staff assumes that abnormally high readings stopped when the meter was replaced, thus, the meter must have been defective and the readings upon which his bills were based were unreliable. *Res ipsa loquitur* is a rule of evidence that permits the finder of fact to infer from circumstantial evidence that the loss or injury was caused by the defendant's negligent act.<sup>3</sup> However, the Complainant and Staff fail to recognize

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<sup>1</sup> Complainant seeks: (1) A full investigation of the accuracy of Complainant’s prior water meter; (2) An independent meter test supervised by the Missouri Public Service Commission; (3) A full billing adjustment and refund for overcharges between September 2024 and October 2025; (4) Review of Respondent’s testing and billing practices for compliance with Missouri statutes and PSC regulations; and (5) Any additional relief deemed just and proper.

<sup>2</sup> *Res ipsa loquitur* is an evidentiary doctrine typically applied in negligence cases, and its applicability in this matter is questionable.

<sup>3</sup> *Porter v. RPCS, Inc.*, 402 S.W.3d 161, 174 (Mo. App. S.D. 2013); *Weber v. McBride & Son Contracting, Co.*, 182 S.W.3d 643, 645 (Mo. App. E.D. 2005).

additional information and that the Complainant bears the burden of proof in this case as explained in Appendix A.<sup>4</sup>

9. The Commission should rely on the Company's established meter testing processes and the AMI usage data, as discussed in Appendix A. The Company billed Complainant in accordance with its Commission-approved tariff. Further, the Company's approved and filed tariff is binding on the customer, the Company, and the Commission.<sup>5</sup> At Complainant's request, the meter was tested by the Company and confirmed to be accurate. Accordingly, the Complainant was properly billed for the water delivered through the meter.

10. Staff opines in its *Report* that something must not have been working correctly, whether the meter or the meter reading device or the software, and therefore, Complainant prevails. That is not the applicable standard. The burden rests with Complainant to prove his claim, and failure to do so requires that the claim be denied.<sup>6</sup> As discussed above, the proof is insufficient in this case because Staff has not shown that any piece of the Company's equipment was not working correctly.

11. Pursuant to the Company's tariff, "The Company's installed meter shall be the standard for measuring and/or billing water service." P.S.C. MO. No. 13, Rule 15A, 1<sup>st</sup> Revised Sheet R-32, Cancelling Original Sheet R-32, eff. Aug. 21, 2020. The Company's approved and filed tariff is binding on the customer, the Company, and the Commission.<sup>7</sup> The Company's meter, subsequently shown to be accurate, measured the amounts of water delivered to Complainant's premises. The Company billed Complainant for that water pursuant to its tariff, as it was required

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<sup>4</sup> See *Ag Processing Inc. v. KCP&L Greater Mo. Operations Co.*, 385 S.W.3d 511 (Mo. W.D., 2012); *State ex rel. GS Techs. Operating Co. v. PSC of Mo.*, 116 S.W.3d 680 (Mo. W.D., 2003); *Morarity v. Missouri-American Water Co.*, 2025 Mo. PSC LEXIS 102, p. 7.

<sup>5</sup> *State ex rel. AG Processing, Inc. v. Public Service Commission*, 311 S.W.3d 361 (Mo. App., W.D. 2010).

<sup>6</sup> *Supra* note 4.

<sup>7</sup> *Supra* note 5.

to do. There were no overcharges and Complainant was properly billed for the water delivered to his premises through the meter.

**WHEREFORE**, the Company respectfully requests the Commission consider this response and issue such orders as it should find to be reasonable and just.

Respectfully submitted,

*/s/ Jennifer Coleman*

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**ATTORNEYS FOR MISSOURI-AMERICAN WATER COMPANY**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing pleading was sent through the Missouri e-Filing system to the registered attorneys of record and to all others by facsimile, hand delivery, electronic mail or US Mail, postage prepaid, to their last known address this 25<sup>th</sup> day of June 2026.

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*/s/ Jennifer Coleman*

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**Appendix A is**

**Confidential in its Entirety**

**Pursuant to 20 CSR 4240-2.135(2)(A)1, as  
it contains customer-specific information.**