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Agreement
Witness: Angie Simkin
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: The Empire District
Electric Company
Case No.: EC-2020-0183
Date Testimony Prepared: June 2020

**Before the Public Service Commission
of the State of Missouri**

Surrebuttal Testimony

of

Angie Simkin

on behalf of

**The Empire District Electric Company
a Liberty Utilities Company**

June 30, 2020



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ANGIE SIMKIN
THE EMPIRE DISTRICT ELECTRIC COMPANY
BEFORE THE
MISSOURI PUBLIC SERVICE COMMISSION
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1 I. **INTRODUCTION**

2 Q. **Please state your name and business address.**

3 A. My name is Angie Simkin, and my business address is 602 S. Joplin Ave, Joplin,
4 Missouri, 64801.

5 Q. **By whom are you employed, and what is your job title?**

6 A. I am employed by Liberty Utilities Service Corp., a wholly owned subsidiary of
7 Liberty Utilities Co. (“Liberty Utilities”). My title is Manager, Customer Service, and I
8 provide services for Liberty Utilities’ Central Region. The Central Region includes
9 the respondent in this customer complaint case, The Empire District Electric
10 Company (“Liberty-Empire” or “Company”).

11 Q. **Please describe your education and work experience.**

12 A. In 1996, I earned my Associate’s degree in Business Administration from Fort Scott
13 Community College, and I graduated with a Bachelor’s degree in Business
14 Management from Pitt State University in 1998. I began working for Empire directly
15 out of college as an administrative assistant in the purchasing department. In
16 December of 2018, I began working in the contact center and then moved to the credit
17 and collections department. My next move was to the billing operations department. I
18 moved up to mid- and senior levels and then was named Manager of Credit &

1 Collections and Customer Service on March 9, 2015. The title was changed last year
2 to Manager, Customer Service.

3 **Q. Have you previously testified before the Missouri Public Service Commission**
4 **(“Commission”) or any other regulatory agency?**

5 A. No, I have not.

6 **Q. What is the purpose of your surrebuttal testimony in this matter?**

7 A. On September 30, 2019, Debbie Feken (“Ms. Feken”) filed an informal complaint
8 with the Commission’s Consumer Services Department. By letter of October 4, 2019,
9 the Commission’s Consumer Services Department informed Ms. Feken that they had
10 completed their investigation and determined that Liberty-Empire had acted in
11 accordance with the Commission’s Rules and Regulations and the Company’s tariffs.
12 Ms. Feken filed her formal complaint with the Commission on December 23, 2019.
13 Liberty-Empire employee Patsy Mulvaney submitted rebuttal testimony to addresses
14 the allegations and issues raised by Ms. Feken in her formal complaint and the
15 conditions proposed by the Staff of the Commission (“Staff”) in the Staff Report filed
16 on February 10, 2020. My surrebuttal testimony adopts Ms. Mulvaney’s rebuttal
17 testimony submitted on May 26, 2020, and also addresses the surrebuttal testimony
18 submitted in this matter by Staff witness Ben Rankin on June 17, 2020.

19 **Q. Did Ms. Feken, or anyone acting on her behalf, submit rebuttal or surrebuttal**
20 **testimony in this matter?**

21 A. No.

22 **II. STAFF’S RECOMMENDATIONS**

23 **Q. With the Staff Report filed February 10, 2020, did Staff recommend that the**
24 **Company make any changes regarding its guaranty form?**

1 A. Yes. Staff concluded that Ms. Feken was appropriately billed. Staff, however,
2 recommended that Liberty-Empire clearly state on the guarantee agreement the
3 conditions upon which the guarantor will be released from their liability. Staff also
4 recommended that Liberty-Empire provide customers the option of adding their
5 guarantor as an authorized user to their account.

6 **Q. Did the Company agree to implement Staff's first recommendation?**

7 A. Yes. Previously, Company representatives verbally advised guarantors of the
8 conditions under which they would be released, and the guarantee agreement
9 provided on its face that it would expire under the same conditions as would result in
10 the refund of a deposit. The Company agreed with Staff that an additional written
11 notice regarding the guarantee release conditions would eliminate the possibility of
12 miscommunication and reduce the likelihood of disputes in the future. The updated
13 form is attached hereto as Schedule AS-1.

14 **Q. Did the Company agree to implement Staff's second recommendation?**

15 A. No. The Company did not feel comfortable agreeing to the second recommendation
16 in the Staff Report. Staff asserted that providing customers the option of adding their
17 guarantor as an authorized user to their account would allow customers to protect
18 their account privacy if they choose, while also providing the ability for guarantors to
19 verify the status of the guaranteed account if the customer allows it. As an authorized
20 user on an account, however, the guarantor would have access not only to credit
21 history on the account but would also be able to make changes to the account. The
22 Company fears this would cause too many issues for the customer and the Company.
23 A customer is able to request a credit history at any time and could then provide that
24 information to the guarantor.

1 **Q. Does the surrebuttal testimony of Staff witness Rankin address this issue?**

2 A. Yes, Mr. Rankin states that Staff believes there is a middle ground solution. He then
3 suggests that “Guarantors could be added as ‘Billing Contacts’ to obtain the relevant
4 account information without being granted authorization to make account changes.”
5 Ultimately, Staff recommends that Liberty-Empire “incorporate contact type
6 designations into its CIS software and ask account holders for any additional
7 authorized users when the account is established.”

8 **Q. Was the Company able to implement Staff’s recommendation in this regard?**

9 A. Yes. The Company’s guarantee procedure has been adjusted, and there is now a
10 “guarantor” option for customer contacts. Guarantors will not be able to make
11 account changes but are now able to obtain relevant account information.

12 **III. CONCLUSION**

13 **Q. Does Ms. Feken’s formal complaint point to any statute, tariff, or Commission**
14 **rule or order that was allegedly violated by Liberty-Empire?**

15 A. No. Ms. Feken does not point to any statute, tariff, or Commission rule or order that
16 was allegedly violated by Liberty-Empire. Instead, Ms. Feken, in paragraph 7 of her
17 complaint, asserts: “I requested a copy of guarantor contract I signed June 2017 – 3
18 times and I was ignored. A contract of any kind needs proof of a default to be legally
19 enforceable to hold a guarantor responsible. I have not been provided any proof of
20 default on Scott Feken’s account. Therefore holding me as responsible party is not
21 legal without proof.”

22 **Q. Did Liberty-Empire file an answer in response to Ms. Feken’s formal complaint?**

23 A. Yes. Liberty-Empire filed a Motion to Dismiss and Answer on January 24, 2020.

1 **Q. Are you aware of any statute, tariff, or Commission rule or order that has been**
2 **violated by the Company with regard to Ms. Feken?**

3 A. No, I am not. Liberty-Empire has complied with its tariffs, applicable laws, and all
4 Commission rules and orders with regard to the service provided to Scott Feken and
5 Ms. Feken and with regard to the handling of Scott Feken's unpaid balance and the
6 guarantee agreement executed by Ms. Feken. Liberty-Empire diligently responded to
7 and attempted to resolve Ms. Feken's requests and complaints.

8 **Q. Does Liberty-Empire have any additional evidence in support of the statement**
9 **that the Company diligently responded to and attempted to resolve Ms. Feken's**
10 **requests and complaints?**

11 A. Yes. On September 3, 2019, Ms. Feken called the Company and spoke with a
12 customer service representative ("CSR"). As part of this conversation, Ms. Feken
13 requested a copy of the guarantor form signed by her. This telephone conversation
14 was recorded. The CSR notified the department that stores the forms, and a CSR from
15 that office called Ms. Feken on September 4, 2019, and left a voicemail message.
16 This outgoing call was recorded. On September 5, 2019, the CSR again attempted to
17 contact Ms. Feken and left a second voicemail message. This outgoing call was also
18 recorded. Also on September 5, 2019, Empire received an email from Ms. Feken
19 asking for a copy of the guarantor form. The Company responded on September 6,
20 2019, providing a copy of the guarantor form signed by Ms. Feken. In that reply, the
21 Company also offered the possibility of installment payments. This e-mail
22 communication with Ms. Feken is attached hereto as Schedule AS-2. The referenced
23 call recordings were provided in the course of discovery in this matter and will be
24 available at the hearing.

1 **Q. What relief is being requested by the Company?**

2 A. Liberty-Empire requests an order of the Commission dismissing Ms. Feken's
3 complaint or granting judgment in Liberty-Empire's favor.

4 **Q. Does this conclude your surrebuttal testimony?**

5 A. Yes.

6

VERIFICATION

Angie Simkin, Manager, Customer Service, under penalty of perjury, declares that the foregoing testimony is true and correct to the best of her knowledge, information, and belief.

/s/ Angie Simkin
Angie Simkin



GUARANTEE AGREEMENT

In consideration of Liberty Utilities, hereinafter called the Company, providing service to the below named person(s), I agree to be liable for an amount not to exceed \$ _____ in lieu of a deposit for the following person(s), hereinafter called the Customer.

CUSTOMER INFORMATION:

Name _____
Address _____ City _____ State _____
Account # _____

This guarantee will transfer to my account at other locations should I change my service address. This guarantee continues in force when the above-named person moves to new locations.

I also understand that the Company may transfer up to the above listed amount to my active account if the above-named person does not pay all of the final bill after the account has been closed.

This guarantee will expire under the same conditions as would result in the refund of the deposit, after 12 consecutive on-time payments. **I understand that I cannot terminate this guarantee before that time unless I provide 30 days written notice of request for release from the Company AND until another acceptable form of security is received by the Company.**

I also understand that if I terminate my service with the Company before the Customer requests termination, I shall notify the Company of my obligation as Guarantor and identify the account guaranteed. Termination of my utility service does not relieve me of my obligation under this contract.

GUARANTOR INFORMATION:

Name _____ Social Security # _____
Address _____ City _____ State _____
Account # _____ Phone _____

Signature must be notarized or witnessed by Company representative.

Guarantor Signature

Signature _____ Date _____

Notary Public

My commission expires _____

Subscribed in my presence and sworn to before me this _____ day of _____ 20_____.

Company Representative Signature as Witness

Print Name _____

Title: _____

Signature _____

Original - Joplin Corporate Office
Copy - To Guarantor

| |
|--------------------------------|
| Office Use Only |
| Date transferred to guarantor: |
| Date ended: |
| |

| |
|--|
| Company Representative Entering Contract |
| Name: |
| Date: |
| |

Customer: _____
Last First M.I.
Co-Customer: _____
Last First M.I.