

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

Filed  
August 21, 2015  
Data Center  
Missouri Public  
Service Commission

**Chantel R. Muhammad**  
Complainant,

**VS.**

**THE LACLEDE GAS GROUP, INC**  
**d/b/a Laclede Gas Company**

**Respondent.**

Case No. **C201501905**  
**GC-2016-0010**

**COMPLAINANT RESPONSE TO RESPONDENT'S ANSWER**

1. Respondent agrees to adjusted bill claim;
2. Respondent denies claim of what caused adjusted bill;
3. Respondent alleges Complainant refused Laclede access to install device;
4. Complainant denies Respondent's above claim;
5. Complainant told Respondent on several occasions he could not authorize access;
6. Complainant told Respondent on several occasions to contact landlord for access;
7. Respondent denies claim of adjusted bill amount;
8. Respondent alleges adjusted bill is \$880.00
9. Complainant denies Respondent's above claim;
10. Complainant received an April 3, 2009 letter from Missouri Public Service Commission (MPSC);
11. Letter from MPSC shows a \$1,608.89 adjusted bill;
12. Letter from MPSC was submitted in Formal Complaint;
13. Laclede "Statement of Bills & Payments" shows a \$1,608.89 adjusted bill;
14. Laclede "Statement of Bills & Payments" was submitted in July 2<sup>nd</sup> Formal Complaint;
15. Complainant questions why his meter is the one affected by not having installed device;
16. Complainant's meter is/was 730 Dover;
17. Landlord lives in upstairs duplex from Complainant;
18. Landlord's meter is 732 Dover;
19. Landlord has never received an adjusted bill;
20. Both meters to property has remained in the same place since 2005;
21. Complainant denies Respondent's allegations it made 10 attempts to disconnect services from 2013 through 2015;
22. Laclede has conducted several work-order visits, etc. during that time;
23. Laclede has conducted several "piping inspections", etc. during that time;
24. In March 2015 Complainant initiated contact with Laclede about bill;
25. Complainant continued to refute adjusted bill;
26. Complainant offered a private settlement offer to Laclede;

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27. Laclede refused private settlement offer;
28. In a March 29<sup>th</sup> letter, Complainant initiated attempt to have Respondent validate debt;
29. In an April 13<sup>th</sup> follow-up letter, Complainant attempted to have Respondent validate debt;
30. April 13<sup>th</sup> letter was certified;
31. April 13<sup>th</sup> letter included a debt collector disclosure statement for Respondent to complete;
32. Respondent refused to complete disclosure statement;
33. In a May 12<sup>th</sup> follow-up letter, Complainant attempted to have Respondent validate debt;
34. May 12<sup>th</sup> letter was certified;
35. May 12<sup>th</sup> letter included a Fair Debt Collection Practices Act Collector's Notice for Respondent to complete;
36. Respondent refused to complete notice;
37. Laclede refused to validate debt;
38. Validation process explains it does not ask for verification;
39. March 29<sup>th</sup>, April 13<sup>th</sup> and May 12<sup>th</sup> letters were filed with the July 2<sup>nd</sup> Formal Complaint;
40. Complainant denies Respondent's claim it was "mistaken" for a 3<sup>rd</sup> party debt collector;
41. Complainant does believe debt (or portions of it) may have been paid off by a 3<sup>rd</sup> party;
42. Complainant does believe debt (or portions of it) may have been sold to a 3<sup>rd</sup> party;
43. Complainant believes Laclede disconnected services only after (legal) paperwork process began in March 2015;
44. Respondent alleges it disconnected services on June 24, 2015;
45. Complainant denies the above allegation;
46. Respondent disconnected services on Monday, June 22, 2015;
47. Respondent alleges to have offered a "good faith down payment" to Complainant;
48. Complainant denies Respondent's above allegation;
49. Respondent's "good faith down payment" lacks sufficient particularity.

**WHEREFORE, Complainant now requests the following relief:**

- That Laclede Gas immediately restores services to 730 Dover residency;
- That Laclede Gas validate (*not verify*) the balance due to my residency by giving me a full and complete record of my account from October 2005 to present;
- That Laclede immediately removes the approximate \$1,600.00 – 2,000.00 adjusted billing ("re-billing") they claim I owe;
- That Laclede compensate me and my family for us being without services since June 22, 2015;

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- That Laclede offers a fair, agreeable payment plan to pay off the remaining balance, after the “re-billing” amount has been removed and after my family and I have been compensated for the duration of time services have been interrupted.

Respectfully submitted, executed and sealed by the voluntary act of my own hand, this 20<sup>th</sup> day of August, 2015.



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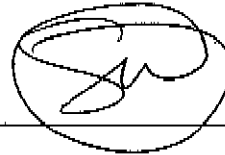
Chantel Muhammad,  
In Pro Per

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**CERTIFICATE OF SERVICE**

I hereby certify that I have served copies of **Respondent's Answer to Complaint** on  
August 20, 2015 via First Class U.S. mail and/or via electronic mail (email) to the following:

**RICK ZUCKER**  
**Assistant General Counsel**  
**Laclede Gas Company**  
**700 Market Street, 6<sup>th</sup> Floor**  
**St. Louis, MO 63101**

A handwritten signature in black ink, appearing to read 'Chantel', is written over a horizontal line.

**Chantel Muhammad**  
**August 20, 2015**

# ► Fax

8/21/2015

From: Chantel Muhammad  
Phone: 314-518-2897  
Fax: 314-679-3323

To: "Justin"  
Phone: 800-392-4211  
Fax: 573-526-1500

5 pages, including cover sheet

**Comments:**

Justin, we've been playing phone-tag. Please forgive my delay. I spoke w/Ahsley so I'm re-faxing my response to Laclede, because apparently you didn't receive what I faxed several days ago. Thank you, sir!



Respectfully,

CM

☒ Urgent ☒ For Review ☒ Please Comment ☒ Please Reply ☐ Please Recycle