

1 STATE OF MISSOURI  
2 PUBLIC SERVICE COMMISSION  
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5 TRANSCRIPT OF PROCEEDINGS  
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8 EVIDENTIARY HEARING  
9 AUGUST 12, 2016  
10 ST. LOUIS, MISSOURI WAINWRIGHT STATE OFFICE BUILDING  
11 VOLUME 2  
12  
13 IN THE MATTER OF:  
14 CHANTEL R. MUHAMMAD,  
15  
16 COMPLAINANT,  
17  
18 VS. CAUSE NO. GC-2016-0010  
19  
20 LACLEDE GAS COMPANY,  
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22 RESPONDENT.  
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16 VS. CAUSE NO. GC-2016-0010  
17 LACLEDE GAS COMPANY,  
18 RESPONDENT.  
19  
20  
21 DANIEL JORDAN, PRESIDING  
22 Senior Regulatory Law Judge  
23  
24  
25

1                   A P P E A R A N C E S   O F   C O U N S E L  
2  
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1 P R O C E E D I N G S

2 \* \* \* \* \*

3 (Starting time of the hearing: 10:02 a.m.)

4 JUDGE JORDAN: We're on the record. The  
5 Commission is calling the action in File No. GC-2016-  
6 0010. The style of this action is Chantel R. Muhammad  
7 versus Laclede Gas Company.

8 We are convening the evidentiary hearing on  
9 the complaint of Mr. Muhammad. We will begin with my  
10 introduction. I am Daniel Jordan. I'm the regulatory  
11 law judge assigned to this action, and we will next  
12 take entries of appearance.

13 Mr. Muhammad, will you state and spell your  
14 name for the court reporter, please?

15 MR. MUHAMMAD: Yes, sir. Chantel Muhammad,  
16 C-h-a-n-t-e-l, Muhammad, M-u-h-a-m-m-a-d.

17 JUDGE JORDAN: Thank you. And for Laclede  
18 Gas Company?

19 MR. ZUCKER: Rick Zucker, Z-u-c-k-e-r, here  
20 on behalf of Laclede Gas Company, and our witness in  
21 this case is John Lair, L-a-i-r.

22 JUDGE JORDAN: Thank you. And Mr. Muhammad,  
23 you also have a witness present today?

24 MR. MUHAMMAD: Yes.

25 MR. EDMOND: Leon Edmond.

1 JUDGE JORDAN: Thank you, Mr. Edmond. The  
2 parties have explained to me that they are discussing  
3 the nature of certain documents that may be procured  
4 today through their discussions. And what we're going  
5 to do is go off the record for a while while the  
6 parties discuss that matter.

7 MR. JOHNSON: Excuse me, Judge.

8 JUDGE JORDAN: I'm sorry. Out of sight, out  
9 of mind.

10 MR. JOHNSON: On behalf of staff, I'm Mark  
11 Johnson, J-o-h-n-s-o-n. And with me today as a staff  
12 witness is Justin Edwards, E-d-w-a-r-d-s.

13 JUDGE JORDAN: Thank you, Counsel. You have  
14 heard the arrangements we were discussing?

15 MR. JOHNSON: Yes.

16 JUDGE JORDAN: Is that satisfactory to  
17 staff?

18 MR. JOHNSON: Yes, it is. No objection from  
19 staff.

20 JUDGE JORDAN: Thank you very much. And  
21 thank you for that helpful reminder that you are  
22 appearing by video conference.

23 Anything else that we want to say before we  
24 go off the record? And I will leave the room, so the  
25 parties may discuss fully and frankly these matters.

1 Anything else before we go off the record for this  
2 brief break?

3 MR. JOHNSON: Nothing else.

4 JUDGE JORDAN: Mr. Zucker?

5 MR. ZUCKER: There is one thing from me. We  
6 filed -- actually, Mr. Johnson filed in April a list  
7 of issues, a list of witnesses, order of cross and  
8 statement of non-disputed facts.

9 Mr. Muhammad did not join in that, so it was  
10 filed by Mr. Johnson with my agreement, and what it  
11 does do is kind of list some order for us to use at  
12 the hearing, and it also does set an issue which is  
13 just a single issue.

14 JUDGE JORDAN: Uh-huh.

15 MR. ZUCKER: I think that may be an issue,  
16 the issue, because I think Mr. Muhammad has a second  
17 issue that he would like to explore. And you know,  
18 even though it's not in the list, I would be okay with  
19 that, if I may go into it?

20 JUDGE JORDAN: Feel free to discuss what's  
21 in there. What's the date of that document?

22 MR. ZUCKER: It is dated April 15, 2016.  
23 And as a list of issues, it says, "The only issue in  
24 this case is whether complainant is responsible for  
25 paying for an adjusted bill rendered by Laclede in

1 2008."

2 And that was the issue Mr. Muhammad raised  
3 in his complaint. I believe Mr. Muhammad would also  
4 like to complain about the disconnection --

5 MR. MUHAMMAD: Yes.

6 MR. ZUCKER: -- of service we did, the  
7 Laclede Gas did, in June 2015.

8 JUDGE JORDAN: I remember further a more  
9 definite and certain statement that Mr. Muhammad filed  
10 on the 25th of May, in which he specified which  
11 provisions of Laclede's tariffs he's arguing were  
12 violated.

13 And that list, his more definite statement,  
14 is more expansive than the list of issues that the  
15 other two parties agreed to. I'm planning to hear  
16 evidence on Mr. Muhammad's list.

17 And we can certainly discuss what the issues  
18 are, and we can also discuss the order of proof.  
19 According to the regulations, Mr. Muhammad goes first.

20 Laclede has raised what amount to  
21 affirmative defenses on which they have the burden of  
22 proof. Our regulations also provide that parties may  
23 agree on the order of proof. It doesn't have to  
24 follow the burden of proof. So parties want to  
25 discuss that as well. They certainly may.

1           Sometimes a complainant will prefer that the  
2   utility puts on its case first. It's more used to  
3   doing that. And once it has attempted to show,  
4   offered its proofs of how it did things right, then  
5   the complainant can say well, no, here's how you did  
6   things wrong.

7           But that's up to the parties, and that's  
8   certainly something you can discuss off the record and  
9   outside of my presence. Does that sound okay with  
10   staff counsel?

11           MR. JOHNSON: Yes, it does.

12           JUDGE JORDAN: Thank you. And what else  
13   might we discuss before we go on the record to take  
14   evidence? What else might be discussed?

15           MR. ZUCKER: I don't know of anything else  
16   right now.

17           JUDGE JORDAN: Okay.

18           MR. MUHAMMAD: Those are the issues.

19           JUDGE JORDAN: Staff counsel, do you have  
20   anything you'd like to discuss before we go off the  
21   record for the parties to discuss these matters in my  
22   absence?

23           MR. JOHNSON: Nothing further, Judge.

24           JUDGE JORDAN: Thank you. Okay, then. With  
25   that, I will leave the room for the parties to discuss



1     these matters and we'll go off the record. Back in  
2     about ten.

3                     (Recess.)

4                     (Exhibit 1 marked for identification.)

5                     (Exhibit 2 marked for identification.)

6                     (Exhibit 3 marked for identification.)

7                     (Exhibit 4 marked for identification.)

8                     JUDGE JORDAN: And while we were off the  
9     record, the parties discussed some procedural and  
10    evidentiary matters. I will turn, for an explanation  
11    of that, to Mr. Zucker.

12                    MR. ZUCKER: Okay. So in terms of order,  
13    Laclede Gas is going to present its witness first, and  
14    Mr. Muhammad will go second. And I believe he will be  
15    his only witness. And staff will go third. Their  
16    witness is Justin Edwards.

17                    Mr. Muhammad has sought some account  
18    information from -- Laclede Gas account information on  
19    Mr. Edmond's account. Mr. Edmond has graciously  
20    agreed that that information can be shared with  
21    Mr. Muhammad, so he now has the information that I  
22    brought here which is basically usage information on  
23    Mr. Edmond's account.

24                    It covers the period 2005 to 2010, I  
25    believe. And then there's a second document that

1 covers the period from 2014 to 2015. And we've all  
2 agreed to make some brief opening statements.

3 JUDGE JORDAN: Okay. Mr. Muhammad, does  
4 that sound accurate to you?

5 MR. MUHAMMAD: Yes, sir.

6 JUDGE JORDAN: And staff, do you agree?

7 MR. JOHNSON: Yes, Judge.

8 JUDGE JORDAN: Very good. We have mentioned  
9 the order of cross also. There was an earlier order  
10 of cross with the earlier order of issues, which is a  
11 little bit obsolete now because we have a few more  
12 issues that Mr. Muhammad has raised.

13 Do we have a preference as to the cross? We  
14 have to set that forth right now?

15 MR. ZUCKER: I think we can still use the  
16 same order of cross that was filed.

17 JUDGE JORDAN: I don't have that in front of  
18 me for Laclede.

19 MR. ZUCKER: Okay.

20 JUDGE JORDAN: Take a look.

21 MR. ZUCKER: So it's normal that the order  
22 of cross-examination goes in the order of the least  
23 adverse party to the most adverse party. So for  
24 example, for our witness, staff would go first,  
25 they're the least adverse to us, and then you would go

1 for your cross-examination of our witness.

2 JUDGE JORDAN: In other words, when someone  
3 has no questions for a witness, we get that out of the  
4 way first. And we've marked some exhibits.  
5 Mr. Zucker, all your exhibits are marked, I think,  
6 you're going to use.

7 MR. ZUCKER: Well, I don't know yet. The  
8 one I do know is marked.

9 JUDGE JORDAN: And Mr. Muhammad, you had  
10 some exhibits marked.

11 MR. MUHAMMAD: Yeah, two that I know.

12 JUDGE JORDAN: Now, let me ask you about  
13 this also. Mr. Zucker represented that they produced  
14 some records, records that you sought from Mr. Edmond  
15 under subpoena --

16 MR. MUHAMMAD: Right.

17 JUDGE JORDAN: -- but were unable to get  
18 because they were not in his possession; is that  
19 correct?

20 MR. MUHAMMAD: Yes, sir.

21 JUDGE JORDAN: As to the records that you  
22 now have before you, do you think you have enough to  
23 make your case?

24 MR. MUHAMMAD: I do.

25 JUDGE JORDAN: Okay. Very good. I

1 appreciate that. And staff will have one exhibit,  
2 staff report or staff recommendation; is that correct?

3 MR. JOHNSON: That's correct.

4 JUDGE JORDAN: The record will reflect I've  
5 had a copy of that marked already.

6 Anything else before we start with our  
7 opening statements? Not hearing anything, I believe  
8 we're going in the order of proof, so Laclede, let's  
9 have an opening statement.

10 OPENING STATEMENT BY MR. ZUCKER

11 MR. ZUCKER: Okay. Thank you, Your Honor.  
12 This is a case in which we are talking about a \$4,000  
13 debt that Mr. Muhammad owes Laclede Gas Company, so  
14 that's a rather large debt for a residential customer,  
15 and so Mr. Muhammad is in a difficult position.

16 He is looking to find some kind of grounds  
17 to avoid paying that debt, and what he has come up  
18 with is an eight-year-old -- or at the time maybe it  
19 was a seven-year-old billing adjustment that Laclede  
20 made in which -- to go into a little bit more detail,  
21 we had to estimate bills for three years because we  
22 couldn't get into the building where the meters were,  
23 inside the building, to put an AMR device, an  
24 automated meter reading device, on the meter serving  
25 Mr. Muhammad's property. And because of that, we

1 estimated the bills.

2 It turned out once we got an actual reading  
3 that we had severely underestimated the bills. We  
4 then went back, by rule, and made an adjustment for 12  
5 months' worth of underestimates.

6 There was clearly underestimates for almost  
7 36 months. There was no adjustment to the  
8 underestimates that occurred previous to the 12-month  
9 period.

10 Mr. Muhammad -- so that adjustment was in  
11 the amount of a little over \$1100, so that raised  
12 Mr. Muhammad's balance from about \$128 up over \$1200.

13 To his credit, Mr. Muhammad went to work and  
14 got himself some energy assistance. He made payments  
15 on his own. And about 2 1/2 years later, in early  
16 2011, he actually had the balance down under \$100. So  
17 it was actually less than before we made the  
18 adjustment.

19 Unfortunately, the bills that he was  
20 getting, once we had actual usage -- once we started  
21 getting actual usage every month were much larger than  
22 the bills he had been getting when we were severely  
23 underestimating the usage. And so every year he has a  
24 lot more to pay since 2008 than he paid before.

25 And so starting in 2011, even though in the

1 beginning of the year, he was at a balance of less  
2 than \$100, he has fallen behind in every year until  
3 the balance has grown to the current 4,000. Some of  
4 that money, a good part of it, is late fees which  
5 obviously pile up as the balance gets higher.

6 In -- now, then, so he has been subject to  
7 disconnection since, you know, middle or end of 2011.  
8 We have been unable to disconnect service to his unit  
9 because he lives in a building where the meters are  
10 inside the building.

11 It's a two-family flat. And the other unit  
12 is occupied by the owner of the building, a gentleman  
13 who's here today, Mr. Edmond.

14 Mr. Edmond is current on his Laclede Gas  
15 bill. And in that situation, we cannot turn the gas  
16 off from outside.

17 We cannot disconnect at the curb because  
18 that would disconnect both, Mr. Muhammad's gas and  
19 Mr. Edmond's gas. And so that situation persisted for  
20 four years, in which we were unable to gain access.

21 Finally, by coincidence -- well, let me  
22 first say a year or two ago, maybe two years ago, now,  
23 the Commission approved a rule to help utilities in  
24 this kind of situation by allowing them to ask the  
25 owners of properties, the landlords, for permission to

1 enter the property, and if they don't receive  
2 reasonable cooperation, the utilities can then charge  
3 the landlords for the costs, the legal costs to  
4 actually get the sheriff to come out and let us into  
5 the property.

6 And so we sent a letter to Mr. Edmond in  
7 June of 2015 seeking to have him make an appointment  
8 with Laclede Gas so Laclede could get into the  
9 basement and disconnect service to Mr. Muhammad's  
10 residence.

11 At the same time -- and this is a  
12 coincidence -- we also had sent out a group to attempt  
13 disconnection who have a better success rate at  
14 getting into buildings.

15 And they could not get into the building,  
16 but in checking the curb, which I mentioned before,  
17 they noticed that it was damaged, and that it could  
18 not be operated.

19 The safety rules require us, when a meter is  
20 inside someone's home to have access to the gas  
21 service outside the home, so we can turn off the gas  
22 and avoid an incident.

23 So in checking that curb box, they saw it  
24 was damaged, and they had our construction people come  
25 and repair that. In the response of repairing the

1 curb box, the gas had to be shut off to the building  
2 for safety purposes, and so that is how both,  
3 Mr. Edmond and Mr. Muhammad, lost service temporarily.

4 After the repair was finished, we came right  
5 back out and turned the service back on for  
6 Mr. Edmond. We did not turn the service on for  
7 Mr. Muhammad. And so for the first time, then, he had  
8 lost service after a period of years being behind on  
9 his bill.

10 He then filed this complaint, and that's  
11 where we are today. So his complaint is basically  
12 that we should not have been allowed to do the billing  
13 adjustment in 2008, and we should not have been  
14 allowed to disconnect service from outside in 2015.

15 Laclede did not violate any laws or rules or  
16 decisions or tariffs in doing that. We did a billing  
17 adjustment properly in 2008. We turned the service  
18 off legitimately in June of 2015 for safety reasons.

19 And so we have not done anything that was  
20 not in compliance with the current rules, and that's  
21 what we intend to show today.

22 JUDGE JORDAN: Okay.

23 MR. ZUCKER: Thank you.

24 JUDGE JORDAN: Little bit of clarification.

25 MR. ZUCKER: Yes.



1 JUDGE JORDAN: I heard you refer to the  
2 shutoff at June 2015. I take it the evidence is going  
3 to show that when Mr. Muhammad's gas was not turned  
4 back on after that construction issue that he was, at  
5 that time, subject to disconnection; is that correct?

6 MR. ZUCKER: Yes.

7 JUDGE JORDAN: That's going to be your  
8 argument or your evidence?

9 MR. ZUCKER: Yes.

10 JUDGE JORDAN: Just wanted to clarify that.  
11 Thank you.

12 Mr. Muhammad, you said you wanted to give a  
13 brief opening to show me where you think your evidence  
14 is going to take me.

15 MR. MUHAMMAD: Yes, sir.

16 JUDGE JORDAN: Just want to remind you the  
17 opening statement is not itself evidence. If you  
18 wanted to give a summary first, that's good. Make  
19 sure you back up everything during your case in chief  
20 for those not familiar with this procedure.

21 OPENING STATEMENT BY MR. MUHAMMAD

22 MR. MUHAMMAD: Thank you, Your Honor. To  
23 speak to the first issue about the rebilling, it's not  
24 that I feel Laclede didn't have the authority to do  
25 any type of rebilling.

1           My question was if the meter was defective  
2   or something of that nature, how, in fact, is that the  
3   resident's issue? Which is the reason why I wanted to  
4   do a comparative analysis because both meters are next  
5   to each other and side by side.

6           So anytime workers may have come out to do  
7   any type of piping or anything to any meter or  
8   anything like that, they had access. So if one meter  
9   was okay, then both meters should have been okay.

10          That's kind of my argument because I'm not  
11   the owner of the property. I don't own the meters.  
12   So why is it the consumer's responsibility to, you  
13   know, after a few years when rebilling is realized it  
14   was being undercharged or whatever, how is that my  
15   responsibility?

16          And the other question is that, again, how  
17   could one meter be okay and the other one not be okay?  
18   Obviously, there had been several visits to the  
19   facility where that was taken care of on at least one  
20   meter. But the other meter was left for several years  
21   unattended or whatever the case may be.

22          And then the other issue is, with respect to  
23   the disconnection, it's been listed in the report  
24   either by Laclede or by the Commission that they, in  
25   fact, disconnected from the inside of the building on

1 a Wednesday, which was June 24th, which is untrue.

2 They disconnected from the curb Monday, June 22nd.

3 So my issue with that is this is being  
4 admitted as information in evidence, and so it's  
5 inaccurate. It's incorrect.

6 So whether it is a mistake directly or  
7 indirectly, it's inaccurate. So it appears to me as  
8 though there's some deception being done with that  
9 because why would it be said that we gained access to  
10 the inside of the property to disconnect, which, in  
11 fact, that's not what happened?

12 They disconnected on the 22nd, which, in  
13 fact, also affected Mr. Edmond as well. And then they  
14 came back out because he complained about it.

15 They came out on a Wednesday or Thursday --  
16 whichever date I'm not sure -- and reconnected his  
17 from the inside. That's what actually took place.  
18 But it's not recorded like that in the staff  
19 recommendation, so that's what I have an issue with.

20 And then, of course, I have some supporting  
21 documents that speak to the issue of these prices  
22 being ballooned, the one by Missouri Public Council,  
23 and then in the situation here recently in Bonne Terre  
24 with the church that experienced a similar situation.

25 So it just appears to me that the consumer

1 is being hit with something that should have either  
2 been taken care of by the company or by the person or  
3 persons that owns the property before I even got  
4 there.

5 JUDGE JORDAN: Okay. I have heard a few  
6 issues. I want to make sure I understand what you  
7 believe the evidence will show.

8 As to the shutoff in June 2015, your  
9 evidence will show that the shutoff occurred from  
10 inside the building, correct?

11 MR. MUHAMMAD: No, sir. The evidence will  
12 show that it was shut off from the curb to a multi-  
13 family dwelling.

14 JUDGE JORDAN: Okay. Will it show that  
15 something happened inside the building in June 2015?

16 MR. MUHAMMAD: It will only show that it was  
17 turned on after Mr. Edmond complained on a Wednesday  
18 or Thursday, couple of days after.

19 JUDGE JORDAN: Right.

20 MR. MUHAMMAD: And his was turned back on.

21 JUDGE JORDAN: Okay. In other words, your  
22 evidence will show Laclede had access to the inside of  
23 the building at some of these times that are at issue?

24 MR. MUHAMMAD: Yes, sir.

25 JUDGE JORDAN: I think that's what I'm

1     trying to get at.

2                 MR. MUHAMMAD:   Yes, sir.

3                 JUDGE JORDAN:   In particular, the  
4     reconnection of gas in June of 2015, correct?

5                 MR. MUHAMMAD:   They had access to the inside  
6     of the building whenever they came in for piping  
7     inspections, whenever they did whatever they did with  
8     some of the -- I don't know what you call it.

9                 JUDGE JORDAN:   Work.

10                MR. MUHAMMAD:   Work, yeah.

11                JUDGE JORDAN:   Okay.   And I wanted to make  
12     sure you understand the distinction between the staff  
13     and Commission.   The staff works for Commission.

14                The Commission has made no decision, made no  
15     findings itself.   The Commission consists of five  
16     commissioners appointed by the governor.   I work for  
17     them in one capacity.   Staff works for them in another  
18     capacity which is basically inspections, audits, etc.,  
19     just so you understand it.

20                MR. MUHAMMAD:   And I would also like to say  
21     the times that -- the contact that I had with Laclede  
22     representatives, I have always told them that if it  
23     was work, piping, whatever the case may be, you need  
24     to let the landlord know what was going on because he  
25     would have to okay it even when I put up a phone line

1 or I put up a cable satellite or things like that, to  
2 let him know because he owns the property.

3 And those were always my suggestions to  
4 them, never denying access or anything of that nature.  
5 That's what I have always said.

6 JUDGE JORDAN: Okay. Anything else you  
7 think your evidence is going to show me today, or is  
8 that pretty much your case?

9 MR. MUHAMMAD: Yeah.

10 JUDGE JORDAN: Okay. Thank you. Staff, an  
11 opening statement?

12 OPENING STATEMENT BY MR. JOHNSON

13 MR. JOHNSON: Yes, thank you, Judge. I'll  
14 be brief. Just want to clarify staff's role in these  
15 proceedings. This was a small complaint case, a small  
16 formal complaint, and staff's role in these  
17 proceedings is to investigate the complaint and file a  
18 report into EFIS detailing our findings.

19 My staff did this on August 21st. And  
20 outside reporting the findings of our report, staff  
21 does not advocate a position. However, I will provide  
22 a little more clarification as to the disconnection  
23 from the curb.

24 Staff report detailed two issues raised by  
25 the complaint. First, the issues with the legality of

1 rebilling issued by Laclede to collect an undercharge.  
2 Staff investigation found that Laclede violated no  
3 statutes, rules or tariff provisions in rebilling for  
4 a 12-month period.

5 Second, staff report detailed an issue about  
6 whether or not it was sufficient for Laclede to  
7 disconnect services.

8 And staff's report found that after the  
9 rebilling, an undisputed amount was uncollected on  
10 Mr. Muhammad's bill. And that provided for Laclede  
11 the ability to disconnect Mr. Muhammad's service.

12 At the time our report was filed in EFIS,  
13 staff did not have any information relating to a  
14 disconnect at the curb. However, we were provided  
15 that information during a prehearing conference.

16 Through communications with Laclede and  
17 staff, staff learned that the disconnect from the curb  
18 was due to a safety issue. I believe the curb box was  
19 inoperative, so Laclede disconnected service on June  
20 20th, 2015.

21 And while service was disconnect -- excuse  
22 me, June 22nd -- I apologize, June 22, 2015. And  
23 while service was disconnected on June 24th, Laclede  
24 removed Mr. Muhammad's meter and disconnected his  
25 service at the meter.

1           Staff's findings are this was in compliance  
2   with statutes, rules and tariffs, and there was no  
3   violation of law. Thank you.

4           JUDGE JORDAN: Thank you, counselor.

5           MR. MUHAMMAD: Your Honor, if I may, can you  
6   have him repeat exactly that process that he said the  
7   meter or gas was actually disconnected from the  
8   service?

9           JUDGE JORDAN: Sure. I understand you are  
10  going to be raising issues as to the accuracy of the  
11  report, but if you want to take some notes,  
12  Mr. Johnson, can you repeat what you believe what the  
13  report states as far as that disconnection --  
14  reconnection?

15           MR. JOHNSON: Yes. Staff's report states  
16  that service was disconnected at the meter June 24th,  
17  2015, and that it was disconnected due to an un --  
18  excuse me for one second. It was due to the  
19  nonpayment of an undisputed delinquent charge.

20           JUDGE JORDAN: Okay. Is that the part you  
21  wanted repeated, Mr. Muhammad?

22           MR. MUHAMMAD: Yes, sir.

23           JUDGE JORDAN: Okay. Then with that,  
24  Laclede is going to present its case in chief first.

25           MR. ZUCKER: Your Honor, I'd like to make



1 one other point for clarification.

2 JUDGE JORDAN: Certainly.

3 MR. ZUCKER: When the complaint was filed,  
4 Mr. Muhammad identified as the basis of his complaint  
5 the 2008 rebilling.

6 JUDGE JORDAN: Uh-huh.

7 MR. ZUCKER: So in filing its answer,  
8 Laclede focused on that issue.

9 JUDGE JORDAN: Uh-huh.

10 MR. ZUCKER: And not necessarily other  
11 issues that weren't directly germane to it. And so as  
12 far as Laclede was concerned, that was the issue.

13 Now, since then, I know Mr. Muhammad has  
14 raised the matter of you shouldn't have turned the gas  
15 off at the curb in June of 2015, but I want to make  
16 sure that we not go beyond issues that he has given us  
17 notice of.

18 JUDGE JORDAN: Well, I'm looking at the  
19 response to order and file a more definite and certain  
20 statement that Mr. Muhammad filed on April 25th.

21 MR. ZUCKER: Uh-huh.

22 JUDGE JORDAN: Do you have a copy of that,  
23 Mr. Muhammad?

24 MR. MUHAMMAD: I don't have it, but I would  
25 just like, if I may --

1 JUDGE JORDAN: Go ahead.

2 MR. MUHAMMAD: -- this is the same thing  
3 counsel said in September of last year in the same  
4 room when we had a preliminary hearing like this with  
5 a different person to adjudicate in the matter where  
6 he said that Mr. Muhammad was just focusing on just  
7 the rebilling, not so much the disconnection.

8 And so we're talking about a year later now.  
9 So this is not something that was raised yesterday.  
10 We're talking about a year ago that this issue was  
11 brought up. And I raised that immediately after that  
12 happened.

13 So when we were here in this very room, I  
14 raised that issue then. What I would like to know is  
15 what an undisputed delinquent charge would be because  
16 I'm confused about that.

17 MR. ZUCKER: First let me address his point.  
18 I accept that he's raised the June 2015 disconnection  
19 issue.

20 JUDGE JORDAN: Okay.

21 MR. ZUCKER: I just want to make sure we're  
22 not adding more issues to it that haven't been raised.

23 JUDGE JORDAN: Oh. I'll tell you where I  
24 think we are headed with that. I'm looking at  
25 Mr. Muhammad's more definite and certain statement

1     which lists the disconnection of a multi-unit dwelling  
2     from the curb.

3                 And I'm also looking at another paragraph in  
4     that document that refers specifically to tariff  
5     provisions on HR-12A, parens, D, E or F. And I think  
6     you understand --

7                 MR. ZUCKER: Yes.

8                 JUDGE JORDAN: -- that those are the -- this  
9     defines the issues that we're trying today.

10                MR. ZUCKER: That's fine.

11                JUDGE JORDAN: So we are going to talk about  
12     that today. Does staff have anything to say about the  
13     scope of the issues we're trying today?

14                MR. JOHNSON: No, Your Honor.

15                JUDGE JORDAN: Thank you. Okay. Anything  
16     else before Laclede begins its case in chief? Not  
17     hearing anything, Mr. Zucker, you may proceed.

18                MR. ZUCKER: Thank you, Your Honor. I call  
19     to the stand Mr. John Lair.

20                JUDGE JORDAN: Mr. Lair, please raise your  
21     right hand.

22                                 JOHN LAIR,  
23     of lawful age, produced, sworn and examined on behalf  
24     of the Respondent testifies and says as follows:

25                JUDGE JORDAN: Mr. Lair, does the court

1 reporter already have your name and spelling?

2 MR. LAIR: Yes.

3 JUDGE JORDAN: Thank you. Mr. Zucker?

4 EXAMINATION OF JOHN LAIR

5 QUESTIONS BY MR. ZUCKER:

6 Q: Good morning, Mr. Lair.

7 A: Good morning, Mr. Zucker.

8 Q: What can you tell me about the building at  
9 730 Dover?

10 A: 730 Dover is a two-family flat. 730-732  
11 Dover has one service leg going into the unit;  
12 however, two meters to serve the property.

13 Q: Okay. And so 730 and 732 are both in the  
14 same building?

15 A: Correct.

16 Q: And the meters are where in that -- outside  
17 or inside the building?

18 A: The meters are inside the building.

19 Q: And where inside the building are they?

20 A: The basement.

21 Q: And Mr. Muhammad lives in 730 Dover; is that  
22 your understanding?

23 A: Yes, sir.

24 Q: And who lives in 732 Dover?

25 A: Mr. Edmond.

1 Q: Okay. And is he the owner of the property?

2 A: Yes, sir.

3 Q: Can you tell me around when Mr. Muhammad  
4 began service with Laclede Gas at 730 Dover?

5 A: I believe it was August 2005.

6 Q: Okay. And did Laclede get regular readings  
7 in the early years of the account, the 2005, 2006,  
8 2007?

9 A: No, sir. Those were estimated.

10 Q: Okay. Did Laclede get a reading on October  
11 1, 2005?

12 A: Yes, sir.

13 Q: And do you know what that reading was?

14 JUDGE JORDAN: While the witness is  
15 examining his document, before he resumes, mind if I  
16 make a brief inquiry or maybe you will want to --

17 MR. ZUCKER: Please, Your Honor.

18 JUDGE JORDAN: -- as to where this witness  
19 comes from and how he knows what he knows?

20 MR. ZUCKER: Good point, Your Honor.

21 Q: (By Mr. Zucker) Let's take a step back,  
22 Mr. Lair.

23 JUDGE JORDAN: And I say that because the  
24 regulations require me to inquire.

25 Q: Can you tell me who you are employed by?

1 A: Laclede Gas Company.

2 Q: And what is your title?

3 A: Current title, supervisor meter reading  
4 field collection.

5 Q: And how long have you been with Laclede Gas?

6 A: Twenty years.

7 Q: Okay. And have you been working in the  
8 collection department for a long time?

9 A: Yes, sir. Approximately ten years. My  
10 previous title was manager credit and collection.

11 Q: Okay.

12 A: Title change was with the reorganization  
13 completed November 2015.

14 Q: Okay. And are you familiar with the issues  
15 in this case?

16 A: Yes, sir.

17 Q: And are you familiar with the Laclede Gas's  
18 service to Mr. Muhammad at 730 Dover?

19 A: Yes.

20 Q: All right. Let's move on. Did Laclede get  
21 a meter reading on October 1, 2005?

22 A: Yes, sir, they did.

23 Q: And what do you show that meter reading as?

24 A: 2895.

25 Q: And that is what the meter said?

1 A: Correct, sir.

2 Q: And do you have a reading on October 22nd,  
3 2005?

4 A: Yes, sir.

5 Q: And what does that reading show?

6 A: 2895 -- 2896.

7 Q: 2896. So if I do my math correct, that is  
8 the use of one CCF in three weeks in October; is that  
9 correct?

10 A: Yes.

11 Q: Okay. And what is a CCF, for the record?

12 A: Cubic feet of gas. Laclede measures gas  
13 usage as CCF.

14 Q: Okay. And is CCF one cubic foot of gas or  
15 more?

16 A: It is 100.

17 Q: 100, okay. And that's how the meter  
18 measures gas?

19 A: Yes.

20 Q: And what does a usage of one CCF of gas for  
21 three weeks in October indicate to you?

22 A: That tells me that it was a very low use  
23 account.

24 Q: And are you familiar with the usage in  
25 general by Laclede customers?

1 A: Yes.

2 Q: And are you familiar with them by what  
3 residential usage would be?

4 A: For residential, typical October would  
5 probably be right about 30 cubic feet of gas.

6 Q: Okay. Thirty cubic meaning .3 CCF or 30  
7 CCF?

8 A: Thirty CCFs.

9 Q: Okay. And are you saying that would be a  
10 normal usage for a residential customer for three  
11 weeks in October?

12 A: Yes.

13 Q: And the meter serving Mr. Muhammad show use  
14 of one CCF for that period?

15 A: Correct, sir.

16 Q: Okay. You indicated Laclede did not have  
17 regular reads for the early years of service. Was  
18 Laclede estimating the customer's bills then?

19 A: Yes.

20 Q: And do you recall the period Laclede  
21 estimated bills for?

22 A: From the turn-on date, August 2005, through  
23 November 2008, I believe -- October 2008.

24 Q: Okay. Do you need to look at your materials  
25 to see if you can confirm that?



1           A: I'm sorry. Actually, September 2007.

2           That's when we had an additional read. I'm sorry.

3           That's when we went back. I'm sorry. Yes. October  
4           2008 was when we got the next reading.

5           Q: Okay. So we, Laclede Gas, estimated bills  
6           from fall of 2005 to October 2008?

7           A: Correct.

8           Q: Is that your testimony?

9           A: Yes, sir.

10          Q: Okay. And why couldn't Laclede get meter  
11          readings at 730 Dover?

12          A: Access issues. We could not get access to  
13          the meters in the basement.

14          Q: Okay. And was Laclede trying to get into  
15          the basement?

16          A: Yes.

17          Q: And for what purpose? Just to read the  
18          meter or to do more than that?

19          A: In 2005, we also had an AMR deployment where  
20          we were implementing our automatic measuring devices  
21          within the service territory, and we were also trying  
22          to enter our -- I should say install our AMR device on  
23          Mr. Muhammad's meter.

24          Q: Okay. Can you tell me a little bit about  
25          the automated meter reading project you referred to?

1           A: Automated meter reading project, it  
2           basically provides accurate readings. It's a reading  
3           through a cellular frequency, and it provides Laclede  
4           Gas on-demand reading once a month. Daily readings  
5           are also provided.

6           **Q: Was Laclede putting those devices on inside**  
7           **meters?**

8           A: Yes, sir.

9           **Q: What about outside meters?**

10          A: Outside meters as well, yes.

11          **Q: All right. So the whole system?**

12          A: Correct.

13          **Q: Did Laclede put an AMR device on the meter**  
14          **at 730 Dover in 2005?**

15          A: No, sir.

16          **Q: Okay. Did Laclede put an AMR on the meter**  
17          **serving 732 Dover in 2005?**

18          A: Yes, we did.

19          **Q: And do you recall about when Laclede put the**  
20          **AMR device on the meter at 732 Dover?**

21          A: I believe it was December 2005.

22          **Q: Okay. And so -- and was Laclede Gas Company**  
23          **employees doing that or was somebody else doing it,**  
24          **the installation of the AMRs?**

25          A: The installation of the AMRs was contracted

1 out to a third party.

2 Q: All right. And so if what you are telling  
3 me is Laclede or the third party or someone on behalf  
4 of Laclede put an AMR device on the meter at 732  
5 Dover, that means someone was in the basement at 732  
6 Dover to install that device, correct?

7 A: Correct.

8 Q: So why didn't Laclede put an AMR device on  
9 the meter at 730 Dover at that time?

10 A: That is an unusual situation. I do not know  
11 with 100 percent certainty. However, issues do arise.

12 I do understand the type of meter -- that  
13 732 and 730 were different types of meters, therefore  
14 they required different types of AMR modules.

15 It's very possible that that technician did  
16 not have the module to fit 730 Dover. It's also  
17 possible there could have been material in front of  
18 the meter that the technicians did not want to move.  
19 That's also a possibility.

20 JUDGE JORDAN: Do you have an objection, Mr.  
21 Muhammad?

22 MR. MUHAMMAD: I'll object because he's  
23 speaking as though he's the first person, as though he  
24 knows that that's what actually was taking place at  
25 the meter. And he is talking about someone else that

1 did the work.

2 JUDGE JORDAN: So your objection is that the  
3 witness doesn't have firsthand knowledge?

4 MR. MUHAMMAD: Doesn't have firsthand  
5 knowledge of that.

6 JUDGE JORDAN: Mr. Zucker?

7 MR. ZUCKER: I'll ask a few more questions  
8 and confirm that for you.

9 Q: (By Mr. Zucker) The situations you're  
10 talking about, do you know that that happened?

11 A: No, sir.

12 Q: When you say you don't -- you are not 100  
13 percent sure, are you any percent sure?

14 A: As stated, I believe it is a high  
15 possibility, high percentage that the technician did  
16 not have the type of module to fit that type of meter  
17 that served 730 Dover.

18 Q: So you think that's the most likely event?

19 A: Yes, sir. That would be the most likely  
20 event.

21 Q: But do you have any idea what actually  
22 happened there?

23 A: No, sir, I do not.

24 Q: Okay. But for some reason, the Laclede  
25 contractor did not put an AMR on 730 Dover at the same

1     time it was put on 732 Dover?

2             A: That's correct.

3             Q: Now, are you telling me that the two meters  
4     there that sit side by side are different, are made by  
5     different manufacturers?

6             A: Yes, sir.

7             MR. MUHAMMAD: I object to that.

8             JUDGE JORDAN: What's your objection?

9             MR. MUHAMMAD: Well, because the objection  
10    is that, again, is that he seems to be speaking as  
11    hearsay or he is assuming.

12            If he does not have the information about if  
13    the worker actually placed the meter in there or made  
14    the attempt to do it, then how does he know what types  
15    of meters are in there, period?

16            JUDGE JORDAN: Okay. I'll just go ahead and  
17    inquire, if I may.

18            MR. ZUCKER: Okay.

19            JUDGE JORDAN: Have you laid eyes on those  
20    meters?

21            THE WITNESS: No, sir.

22            JUDGE JORDAN: Mr. Zucker, you can resume.  
23    I will sustain that objection.

24            MR. ZUCKER: And right. And we agree with  
25    that.

1 JUDGE JORDAN: Okay.

2 Q: (By Mr. Zucker) Okay. Let's just confirm  
3 it one more time. You do not have firsthand knowledge  
4 of why the AMR was put on the meter -- was not put on  
5 the meter at 730?

6 A: Correct.

7 Q: Do you know that the two meters side by side  
8 are by different manufacturers?

9 A: Review of a couple of records did indicate  
10 they were different manufacturers, yes.

11 Q: Okay. And could that cause a problem with  
12 putting AMRs on both of them?

13 A: Yes.

14 Q: Well, does the same AMR device go on both of  
15 these meters?

16 A: No, sir.

17 Q: Do you recall what the records show those  
18 meters -- who those meters were manufactured by?

19 A: One was a Sprague and one was a Rotwell.

20 COURT REPORTER: And one was a what?

21 THE WITNESS: Sprague, S-p-a-g-u-e [sic], I  
22 believe.

23 JUDGE JORDAN: S-p-r-a-g-u-e?

24 THE WITNESS: I believe that is, yes.

25 COURT REPORTER: I meant the second name.

1 THE WITNESS: Rotwell.

2 COURT REPORTER: Thank you.

3 Q: (By Mr. Zucker) And you're saying that the  
4 same AMR can't go on both meters?

5 A: Correct. They would have different modules  
6 to put on both meters.

7 Q: Okay. So is it possible that the installer  
8 had an AMR for one type of meter, but not for the  
9 other one?

10 A: Correct.

11 Q: That's a possibility?

12 A: That is a possibility.

13 Q: Is it possible that the installer put the  
14 meter -- put an AMR on the meter at 732 Dover, and  
15 then was suddenly called away for some reason?

16 A: It's a possibility, yes, sir.

17 MR. MUHAMMAD: I object to that, yes.

18 MR. ZUCKER: We're just exploring  
19 possibilities as to why that would happen.

20 JUDGE JORDAN: I'm going to take that  
21 testimony as speaking from the witness's experience as  
22 to how installations go. That's how I understand his  
23 testimony to be. The weight of it I'll decide later.  
24 That is I will let the testimony in. Whether I or the  
25 Commission finds it persuasive we'll decide later.

1           Q: (By Mr. Zucker) Okay. All right. So, do  
2 you know when Laclede next got -- after December 2005  
3 when Laclede next got an actual reading from the meter  
4 at 730 Dover?

5           A: October 11, 2008.

6           Q: Okay. And how did Laclede get that reading?

7           A: That was a -- we set it up -- atmospheric  
8 corrosion inspection.

9           (Discussion off the record.)

10          Q: Okay. How did Laclede gain access to the  
11 basement at 730 Dover on October 11, 2008?

12          A: Somebody would have had to let us in the  
13 door.

14          Q: Okay. And why were we -- what did we do  
15 after we got in?

16          A: They reviewed the pipe for safety, for  
17 atmospheric corrosion, and they also obtained readings  
18 on both meters.

19          Q: Okay. So they performed a safety  
20 inspection?

21          A: Correct.

22          Q: Was this a Laclede technician or a  
23 contractor?

24          A: Laclede technician.

25          Q: Okay. And did this person install AMRs or



1     do safety inspections?

2             A: Just a safety inspection.

3             Q: Okay. So this Laclede technician got a  
4     reading off the meter, but did not install an AMR  
5     device --

6             A: Correct.

7             Q: -- is that correct?

8                     And what did the meter reading show?

9             A: The meter reading showed that we were  
10     seriously underestimating Mr. Muhammad's gas usage.

11            Q: Okay. Let's explore how much. You have the  
12     exact number of the meter reading on October 11, 2008?

13            A: Yes.

14            Q: And what was that meter reading?

15            A: 6428.

16            Q: 6428. And when was the most recent bill we  
17     sent Mr. Muhammad before October 11, 2008?

18            A: September 23rd, 2008 was the reading used  
19     for that particular monthly invoice. The estimated  
20     reading was 3307.

21            Q: Okay. So are you saying we sent  
22     Mr. Muhammad a bill on September 23rd, 2008 with a  
23     reading of 3307?

24            A: That was the end date that was used to  
25     calculate the estimated bill for that billing period,

1     yes.

2             Q:   And that was an estimated bill?

3             A:   Yes.

4             Q:   Okay.  And so again, if I do my math  
5     correct, it appears that Laclede had underbilled  
6     Mr. Muhammad by more than 3,000 CCF over the period  
7     since they had last gotten a read?

8             A:   Yes.

9             Q:   And that period was about three years; is  
10    that correct?

11            A:   Correct, sir.

12            MR. MUHAMMAD:  Your Honor, my objection is  
13    that earlier he said that there was a possibility in  
14    2005 when Mr. Edmond's meter was changed and the AMR  
15    was added, and it was possible that the man was called  
16    onto another job or something of that nature.

17            But then three years later -- it's either  
18    2005 or it's 2008.  But now he's saying three years  
19    later is when they discovered that there was no AMR  
20    there, and that it was being underbilled.  So there's  
21    a contradiction to me in what he's saying.

22            JUDGE JORDAN:  That's not really an  
23    objection.  If a witness contradicts themselves,  
24    certainly --

25            MR. MUHAMMAD:  My objection is I feel

1 counsel is leading the witness in that.

2 JUDGE JORDAN: Okay. I'll sustain that.

3 Let's back off of the leading questions, counselor.

4 MR. ZUCKER: Okay.

5 JUDGE JORDAN: As far as whether the witness  
6 is contradicting himself, that's something you can  
7 bring out in cross.

8 Q: (By Mr. Zucker) So about how many CCF had  
9 we underbilled Mr. Muhammad?

10 A: Over 3,000.

11 Q: Okay. And in your experience for that  
12 period, how much is 3,000 CCF worth?

13 A: During that time period, a good estimate was  
14 approximately \$1 per cubic foot, so one times 3,000  
15 was \$3,000.

16 Q: So is it \$1 per cubic foot or \$1 per a  
17 hundred cubic --

18 A: Per hundred cubic foot.

19 Q: All right. Do you know why Laclede's  
20 estimates fell so far short of the actual usage?

21 A: Laclede would have estimated based on prior  
22 consumption history, also looking at weather.  
23 However, the big indicator is the past usage history.  
24 So if there was a low usage prior to Mr. Muhammad  
25 living in the residence, that would have been a basis

1 for the estimates going forward.

2 Q: Okay. I'm going to show you what's been  
3 marked as Exhibit 1. I believe everyone has one. And  
4 I'm going to ask you if you recognize that.

5 A: Yes, sir.

6 Q: Do you have your own copy of that?

7 A: Yes, sir, I do.

8 Q: Okay. And what does Exhibit 1 purport to  
9 be?

10 A: It documents dates of readings, whether they  
11 are actual or estimated usage. They have the usage  
12 that was incurred or billed.

13 And it also has a usage of reading history  
14 along with dollars and charges that were billed to  
15 Mr. Muhammad during that time period and also has the  
16 adjusted bill that was provided in October 2008.

17 Q: Okay. And was this document prepared by you  
18 or under your supervision?

19 A: Yes, sir.

20 Q: And do you believe this document to be a  
21 true and accurate representation of the customer's  
22 usage on the account at 730 Dover, according to  
23 company records?

24 A: Yes.

25 Q: Okay. I would like to offer this document

1     **into evidence, Exhibit 1?**

2                   JUDGE JORDAN: Any objection to the document  
3     itself?

4                   MR. MUHAMMAD: No, sir.

5                   JUDGE JORDAN: Then I will admit into  
6     evidence Exhibit No. 1 and we'll call that  
7     Laclede's --

8                   MR. ZUCKER: We'll call it Laclede's Usage  
9     Analysis.

10                  JUDGE JORDAN: -- Usage Analysis.

11                 **Q: (By Mr. Zucker) All right. Can you walk us**  
12     **through this document?**

13                         **For example, the first part of it, the top,**  
14     **maybe, five, six, seven lines there, can you tell us**  
15     **what those columns indicate?**

16                 A: Yes. You have the columns numbered 1  
17     through 11. Also, there are titles for each column  
18     provided. The first column is titled, "Date." It  
19     lists the dates of meter reading, whether actual or  
20     estimated.

21                         Column No. 2, titled, "Original Actual or  
22     Estimated Read," it provides that actual reading used  
23     at that particular date.

24                         Column 3 is titled, "HDD for period."

25                 **Q: What is HDD?**

1 A: Heating degree days.

2 Q: And what does this mean?

3 A: Heating degree days provides a basis for how  
4 cold the weather was in the metropolitan area.

5 Q: Okay.

6 A: The higher the number of days, the colder  
7 the weather was during that calendar year or heating  
8 season.

9 Q: So the 4578 is colder than the 4209?

10 A: Correct.

11 Q: Okay.

12 A: And that would be for the heating season,  
13 which is November through March.

14 Q: Okay. Please proceed.

15 A: Column No. 4 is titled, "Original billed  
16 usage in ccf." The numbers provided does indicate the  
17 usage that was billed to Mr. Muhammad at that time  
18 period.

19 Column 5 titled, "Likely actual reading."  
20 It provides what the actual readings were estimated to  
21 be, and also an actual reading that was obtained  
22 October 11th, 2008.

23 Column 6, "Likely Actual Usage in ccf" is  
24 basically a breakdown and estimate of what the actual  
25 usage would be if we spread that usage out.

1           Column 7, "Original 12 month bills," it is  
2     the bills that were calculated and billed to  
3     Mr. Muhammad during that time period.

4           Column 8 titled, "Likely Actual 12 Month  
5     Bills," it provides the actual bills that would have  
6     been charged or estimated that would have been charged  
7     based on that actual reading.

8           Column 9 titled "Difference" is the  
9     difference in charges between your estimated and the  
10    adjusted.

11          Column 10 is the amount of the adjusted bill  
12    actually provided to Mr. Muhammad.

13          Column 11 titled, "Unadjusted Amount kept by  
14    Customer" simply points out the amount of charges that  
15    were not billed back to Mr. Muhammad.

16          **Q: I have an extra copy for our gallery if**  
17    **Ms. Lewis wants one. I'm going to let Mr. Muhammad**  
18    **share one?**

19          MS. LEWIS: Make sure he's giving me the  
20    right document.

21          **Q: Okay. I notice in Columns 8 and 9 -- or in**  
22    **7, 8 and 9, I guess, the difference between those, the**  
23    **first two years, is exactly \$1,000.**

24          Is that a coincidence or is that considered  
25    to be exactly what happened?

1 A: It is an estimate. It's a coincidence.

2 Q: Okay. So in Column 10, Laclede made an  
3 adjustment and asked Mr. Muhammad to pay for that  
4 amount?

5 A: Yes, sir.

6 Q: And in Column 11, Mr. Muhammad didn't have  
7 to pay those shortfalls; is that right?

8 A: That is correct.

9 Q: Going down the left side of the page, what  
10 is this information?

11 What does that information show on the page  
12 2 and 3 and the bottom page 1?

13 A: The left side provides service dates of  
14 billing reading dates, provides the reading, whether  
15 it was estimated or actual or device.

16 It provides the index reading on that meter  
17 that was used, whether actual, estimated or device.  
18 It provides the CCFs that were used for that billing  
19 period.

20 Q: Okay. So under reading where it says E,  
21 there's a whole bunch of Es there. What does E stand  
22 for?

23 A: E stands for estimates.

24 Q: Okay. So the index readings there aren't  
25 actual readings?



1           A: Correct, sir.

2           Q: Those are just what Laclede estimated?

3           A: Yes.

4           Q: Okay. And below the E starting 10/23/07 is  
5 one, two, three, four, five, six, seven, eight, nine,  
6 ten, eleven As. What does A stand for?

7           A: A stands for actual. However, in this case,  
8 if you look at the O preceding the second October  
9 21st, 2008 date, it's titled an "Extended Read."

10           We obtained that reading on October 11, 2008  
11 per tariff. We're allowed to go back 12 months to  
12 correct an undercharge. So the 11 months preceding  
13 that list As, November 23rd, 2007 through October 21st  
14 -- I'm sorry, through September 23rd, 2008, those were  
15 originally estimated bills.

16           However, when we got that extended read, we  
17 did go back and adjust that to show as actual.

18           Q: Okay. And is that the adjustment in Column  
19 10 above?

20           A: Yes, sir.

21           Q: Okay. Can you talk to me about the far  
22 right column there at the bottom called CCFs billed by  
23 year? What does that mean?

24           A: Those numbers simply sum the usage that was  
25 billed during that 12-month time period.

1           **Q: Okay. And so do you have any conclusion**  
2   **about the meaning of those numbers in that column?**

3           A: The numbers were severely underestimated.  
4   The first year for 2005-2006 shows 140 cubic feet.  
5   The second sum calculation is 139. The third sum  
6   shows 132 with that actual reading that was obtained.  
7           The usage that was corrected or billed was  
8   approximately -- was approximately 1230 cubic feet.  
9   My math is --

10          **Q: Are you still in that right column?**

11          A: 1232. No. I was referring to a different  
12   page.

13          **Q: Okay. Well, stick with that column. Tell**  
14   **me what you think of those numbers.**

15          A: They were slight underbills -- severely  
16   underbillings. If you proceed on page 2, it does give  
17   the yearly sum of usage going forward.

18          After we did install a device, we started  
19   getting good monthly device readings. As you will  
20   see, 1,058, 1186, 1155, 1332 and the last one, page 3,  
21   was 1,067.

22          **Q: On the reading columns on pages 2 and 3,**  
23   **what do all those Ds mean?**

24          A: That means we're getting a good device  
25   reading off an AMR.

1           Q: Okay. So would you go back to the top and  
2 look at the line at 9/23/08?

3           A: Yes.

4           Q: And this is where Laclede did the  
5 adjustment; is that right?

6           A: That's correct.

7           Q: And so can you tell me how that adjustment  
8 worked?

9           A: When we got the reading on October 11th,  
10 2008, we did realize a serious underbilling occurred  
11 due to past estimates. We looked back the past 11  
12 months and spread that usage out.

13          Q: Okay. All right. So Column 10 is -- how is  
14 that derived? Is that a sum of something or --

15          A: That is the amount that would have been  
16 shown on Mr. Muhammad's bill that was due. That would  
17 have included the adjustment for the billing  
18 correction.

19                It would have included credits for any late  
20 fees that would have been billed and also any previous  
21 billings that would have been provided.

22          Q: Okay. Can you tell me what Laclede did  
23 between December 25th -- I'm sorry, December 2005 and  
24 October 2008 to try to get access to 730 Dover to put  
25 on an AMR?

1           A: We would have sent letters, postcard notices  
2 to Mr. Muhammad requesting access to the basement in  
3 order to install an automatic meter reading device.

4           **Q: And do you know when an AMR was finally**  
5 **installed?**

6           A: I believe it was in May of 2009.

7           **Q: And is that according to company records?**

8           A: Yes.

9           **Q: And so about how many notices do you**  
10 **think -- do your records show that Laclede sent trying**  
11 **to get to 730 Dover trying to get access to the**  
12 **property?**

13          A: Forty-one.

14          MR. MUHAMMAD: I object to that, Your Honor.

15          JUDGE JORDAN: Are you disagreeing with his  
16 statement that he --

17          MR. MUHAMMAD: I would like to see that.

18          JUDGE JORDAN: Okay. Well, that's subject  
19 to cross. It's not really an objection.

20          MR. MUHAMMAD: Okay.

21          JUDGE JORDAN: He can say that. You can  
22 cross-examine him on it.

23          **Q: (By Mr. Zucker) Do your records show that**  
24 **the customer responded to any of these notices?**

25          A: No, sir.

1           Q: Okay. So after Laclede made the adjustment  
2 in 2008, I assume that Mr. Muhammad started receiving  
3 larger bills; is that correct?

4           Or let me ask it this way. Did Mr. Muhammad  
5 start to receive larger bills than the estimated  
6 bills?

7           A: Yes.

8           Q: Okay. And so did Mr. Muhammad's balance  
9 begin to grow, the amount that he owed Laclede?

10          A: Yes.

11          Q: Okay.

12          A: The charges were higher; however,  
13 Mr. Muhammad, after that initial adjustment, did do a  
14 good job of obtaining assistance and making payments  
15 toward the gas bill, so the gas bill was current up  
16 until approximately January 2011.

17          Q: Okay. When you say "current," do you mean  
18 he owed Laclede zero in January 2011?

19          A: No, sir. He owed \$99.10.

20          Q: Okay. And what is his balance now, roughly?

21          A: \$4400.

22          Q: Okay.

23          A: 4200.

24          Q: 4200. And so what happened? How did it get  
25 from 99 to 4200?

1           A: The amount of payments and credits simply  
2 did not match the bills and late payments being  
3 charged to the account.

4           **Q: Can you refer to Exhibit 1?**

5           A: Yes, sir.

6           **Q: Does Exhibit 1 support that testimony?**

7           A: It does, sir.

8           **Q: Can you show us where?**

9           A: Right-hand side, halfway down, you'll see  
10 bold titles.

11          **Q: Which page? I'm sorry.**

12          A: Page 1.

13          **Q: Page 1. Okay.**

14          A: You'll see titles, "Year," "Billed," "Paid,"  
15 "Long (short)."

16          **Q: Okay.**

17          A: It simply lists the calendar years. It  
18 lists what was billed, what was paid, and then the  
19 difference between those two items.

20                 2011 received \$726 in credits. 2012, \$580  
21 worth of credits. And 2013, we received zero payments  
22 on that particular account.

23                 If you equate that to what was billed, 1303  
24 in 2011, 1162 in 2012 and 1187.95 in 2013, that's  
25 where the bill really started to increase.

1           **Q: Okay.**

2           A: Also provided a 2014 year. We billed  
3 1207.52. We did receive credits and payments of  
4 1293.21.

5           **Q: Okay.**

6           A: Okay. If you sum all the short or the  
7 variance, it comes to \$2,261.77.

8           **Q: Okay. And is there also late fees charged**  
9 **on these balances?**

10          A: Yes, sir.

11          **Q: Okay. And during this time, did Laclede**  
12 **threaten to disconnect Mr. Muhammad's service?**

13          A: Yes, sir.

14          **Q: And was it disconnected during 2011, '12,**  
15 **'13 or '14?**

16          A: No, sir.

17          **Q: And can you tell me why not?**

18          A: As it was a multi-unit property, a  
19 two-family flat, one service line, both meters inside  
20 the basement, we were not able to gain access to the  
21 meters. We were unable to turn off at the curb as the  
22 initial unit, 732, was paying and current on their gas  
23 bill.

24          **Q: Okay. And did Laclede -- so Laclede needed**  
25 **to get into the basement to turn off the gas?**

1 A: Yes, sir.

2 Q: Did Laclede attempt to gain entry to the  
3 building?

4 A: Yes, sir.

5 Q: How did they do that?

6 A: Bills would have been provided to  
7 Mr. Muhammad along with notices of disconnection and  
8 initial threat, inserts with the bill and also a 96-  
9 hour notice would have been provided in the mail.

10 If a field activity would have been  
11 scheduled out to the property, the technician would  
12 have attempted to knock on the door to gain access.

13 If no answer at 730, he would have proceeded  
14 to the neighbor's door, knocked, attempted to gain  
15 access to the basement. As no access was gained, a  
16 postcard would have been left for Mr. Muhammad and  
17 also the 732 neighbor.

18 Q: Okay. I would like to show you what -- I  
19 would like to have this marked as Exhibit 2.

20 JUDGE JORDAN: We have an Exhibit 2.

21 MR. ZUCKER: I'm sorry. What's the next  
22 number?

23 COURT REPORTER: The next one is going to be  
24 5.

25 MR. ZUCKER: Okay. So I would like to have



1 this marked as Exhibit 5.

2 (Exhibit 5 marked for identification.)

3 Q: I do not have extra copies of this, so I  
4 would like to just pass it around. It shouldn't take  
5 long to look at.

6 JUDGE JORDAN: Mr. Zucker has handed Exhibit  
7 5 to me. I'm going to show it to Mr. Muhammad.  
8 Mr. Zucker, before we leave today, you will make  
9 copies of these and provide it to the rest of us?

10 MR. ZUCKER: Yes.

11 JUDGE JORDAN: Thank you.

12 Q: (By Mr. Zucker) Mr. Lair, can you identify  
13 what's been marked as Exhibit 5?

14 A: This would have been a statement, invoice,  
15 dated May 21st, 2015 for Chantel Sean -- I'm sorry,  
16 Chantel Sean Muhammad, 730 Dover Place, First Floor.

17 Q: Okay. And does that appear to be a Laclede  
18 Gas bill?

19 A: Yes, sir, it does. It lists the current  
20 charge of 123.62 for the time period April 23rd, 2015  
21 through May 20th, 2015. Also lists an amount due  
22 which is the total balance of \$4,079.07, would provide  
23 a due date of June 1st, 2015 and a delinquent date of  
24 June 15th, 2015.

25 Q: And does that appear to be a true and

1     **accurate copy of the bill sent by Laclede Gas to 730**  
2     **Dover?**

3             A: Yes, it does.

4             MR. ZUCKER: I move to enter Exhibit 5 into  
5     evidence.

6             JUDGE JORDAN: Any objection?

7             MR. MUHAMMAD: My objection on that is how  
8     would he know if that is a true and accurate bill he  
9     copied and gave to him?

10            MR. ZUCKER: Okay. Let me ask another  
11     question.

12            **Q: (By Mr. Zucker) The amounts on this bill,**  
13     **can you confirm the amounts on this bill through your**  
14     **own business records?**

15            A: Yes, sir.

16            **Q: Okay. And they match?**

17            A: Yes, sir, they do.

18            MR. ZUCKER: Okay. I offer it again.

19            JUDGE JORDAN: Okay. Any objection now?

20            MR. MUHAMMAD: No, sir.

21            JUDGE JORDAN: Staff, any objection to  
22     Exhibit 5 as described here?

23            MR. JOHNSON: No objections.

24            JUDGE JORDAN: Then I will admit Exhibit 5  
25     into evidence. We'll call it the May 21st, 2015 gas

1 bill.

2 MR. ZUCKER: Thank you, Your Honor.

3 Q: (By Mr. Zucker) Can you tell me whether a  
4 disconnection notice was sent to Mr. Muhammad with  
5 that bill?

6 A: With this particular bill, no.

7 Q: You cannot tell me?

8 A: One was not sent. There was not an insert  
9 with this particular bill. The severance process  
10 effective with our new billing system put in place  
11 July 2013 looks at age of debt and the dollars owed to  
12 Laclede for residential customers.

13 And currently what it is set at is at 30  
14 days if an individual owes \$100 or greater or 60 days.  
15 If an individual owes the \$100 or greater, based on  
16 the charges due, a severance project would have been  
17 started and a disconnection notice, initial letter,  
18 and also 96-hour notice would have been issued to  
19 Mr. Muhammad.

20 Q: Okay. Well, can you read me what it says  
21 there under "Important Message" on that bill?

22 A: It does state", Your natural gas service is  
23 scheduled to be shut off for nonpayment. Please see  
24 the back of your bill or visit --" I'm sorry "-- visit  
25 [www.LacledeGas.com/bill/pay](http://www.LacledeGas.com/bill/pay) for payment options."

1           Q: Okay. So that does or does not indicate  
2   that a disconnect notice was sent to Mr. Muhammad with  
3   that bill?

4           A: That does indicate and provide Mr. Muhammad  
5   that service will be subject to disconnection for  
6   nonpayment.

7           Q: It does?

8           A: It does, yes, sir.

9           Q: And tell me what kind of disconnect notices  
10   Mr. Muhammad would have received?

11          A: He would have received what we deem an  
12   initial threat letter which provides notice that the  
13   service will be disconnected on or after a specific  
14   date.

15                 He would receive also a 96-hour notice which  
16   was mailed out, giving the customer additional notice  
17   and ample time to attempt -- I should say to make  
18   payment to cure the debt of the bill to avoid  
19   disconnection.

20          Q: And is this 96-hour notice by rule?

21          A: Yes.

22          Q: Okay. All right. Can you tell me what  
23   Mr. Muhammad's balance was in March of 2015?

24          A: March of 2015, the balance was \$3,836.58.

25          Q: Okay. And with a balance like that, though,

1     **Laclede was not able to get into the basement and**  
2     **disconnect service; is that what you are telling me?**

3             A: Yes, sir.

4             Q: So what did you do about it?

5             A: A letter was sent to my attention. It was  
6     drafted by Mr. Muhammad in March, forwarded by -- it  
7     was sent to the attention of our CFO who provided it  
8     to my attention.

9             At that particular point, I became aware of  
10    the serious nature of the arrears on the residential  
11    account.

12            Being in collection, I would have attempted  
13    to send technicians out to disconnect gas service via  
14    our third-party field collection and also via our  
15    internal service and installation department.

16            Q: Okay. And so did someone from Laclede's  
17    internal service installation department go to 730  
18    Dover to disconnect?

19            A: Yes.

20            Q: And were they able to gain entrance to the  
21    basement to shut off the meter?

22            A: No, sir.

23            Q: So what happened?

24            A: Attempts were made, notices were sent. The  
25    landlord letter, as previously discussed, was sent to

1 Mr. Edmond in June requesting access to the gas meter.

2 Attempts to schedule appointments were made,  
3 unsuccessful. The service and installation department  
4 did go out and attempt to gain access to the meter on  
5 June 22nd.

6 At that particular point, there was no  
7 contact with any party. There was no access to the  
8 basement to the meters.

9 Upon a check of the curb box at the service  
10 line going into the residence, public records indicate  
11 that there was a sheared valve that did not allow for  
12 the proper disconnection or shutoff of the gas going  
13 to that property.

14 **Q: What did the company do about the sheared**  
15 **valve?**

16 A: For safety, it was referred to our C and M  
17 department.

18 **Q: Let me interrupt you. What is C and M?**

19 A: Construction and maintenance.

20 **Q: Okay. Go ahead.**

21 A: Okay. Construction and maintenance had to  
22 dig the curb box in order to make the repairs to that  
23 curb valve.

24 **Q: And in digging the curb box, did they have**  
25 **to disconnect service?**

1 A: Yes, sir.

2 Q: Was there a safety requirement involved with  
3 this?

4 A: Yes, sir, there is.

5 Q: Okay. And so what date was service  
6 disconnected from the curb?

7 A: June 22nd, 2015.

8 Q: And was Mr. Edmond's service later  
9 reconnected?

10 A: Yes, sir. Mr. Edmond did contact me on June  
11 23rd. And I believe it was in response to the letter  
12 or in response to the disconnection of the gas  
13 service.

14 An appointment was scheduled June 24th for  
15 reconnection of gas service to Mr. Edmond's location.

16 Q: Okay. And was Mr. Muhammad's meter turned  
17 on at that time also?

18 A: No, sir. Gas service was left disconnected.  
19 I believe the meter was pulled, the service line  
20 capped until cure of the debt or payment on that debt  
21 was made.

22 Q: Okay. Do you have any idea who might have  
23 damaged the curb box?

24 A: I do not, sir.

25 Q: You referred to a letter sent to Mr. Edmond.

1     **Can you explain that?**

2             A: The letter dated June 10th, 2015 was  
3 delivered certified, the rule -- the rule set with the  
4 state to allow us to contact the owner of the property  
5 in cases where access is unattainable, requesting  
6 access by the owner of the property.

7             If cooperation is not provided, we can bill  
8 the landlord for the expense of securing access to the  
9 meter such as court costs, subpoena fees, locksmith,  
10 sheriff's cost.

11            **Q: And you sent Mr. Edmond a letter that said**  
12 **what?**

13            A: Shall I read it?

14            "VIA CERTIFIED MAIL - RETURN RECEIPT  
15 REQUESTED

16            "Mr. Leon Edward

17            "Owner, 730/732 Dover

18            "St. Louis, Missouri 63111

19            "Re: Access to Building

20            "Dear Mr. Edward

21            "As you know, we have been trying for some  
22 time to gain access to our meters in the basement of  
23 the multi-dwelling unit you own at 730/732 Dover, (the  
24 'Building') in order to discontinue natural gas  
25 utility service to one or more of the tenants in the



1 Building. On several occasions we have asked for your  
2 cooperation obtaining access to the Building, but to  
3 date have not received your assistance or access.

4 "We are writing now to formally request your  
5 cooperation to access our meters in your Building, and  
6 to notify you that absence of cooperation, we will  
7 resort to legal avenues to gain access at your  
8 expense. Such expenses may include, but are not  
9 limited to, costs to pursue court-ordered access to  
10 the building such as legal fees, court costs,  
11 sheriff's fees, security costs, and locksmith charges.

12 "We therefore request that, within 10 days  
13 of your receipt of this certified letter, you contact  
14 us by telephone at 314-342-0599 during normal business  
15 hours, being Monday through Friday between the hours  
16 of 8:00 a.m. and 5:00 p.m., to make arrangements to  
17 provide us access to our meters in the building. If  
18 you fail to contact us within such 10-day period, or  
19 fail to make an appointment to provide us access to  
20 the meters within 30 days of the date of this notice,  
21 or fail to keep such appointment, we will proceed to  
22 gain access to our meters in the Building at your  
23 expense.

24 "We hope that you will contact us and make  
25 arrangements -- make an arrangement that allows us to

1 access our meters in the building. We hope to avoid  
2 an expensive legal process and save you the cost of  
3 paying for it.

4 "We look forward to hearing you from you.

5 "Sincerely

6 "John Lair, Jr.

7 "Manager, Credit and Collection"

8 **Q: Okay. Thank you, Mr. Lair. Did you hear**  
9 **from Mr. Edmond in response to that letter?**

10 A: We did here from Mr. Edmond. He did contact  
11 me, but only after June 23rd, 2015.

12 **Q: Okay. And that was after the June 22nd,**  
13 **disconnection?**

14 A: It was after, yes, sir, that's correct.

15 **Q: Okay. Did you make an appointment with him**  
16 **to -- I guess you didn't need the appointment to**  
17 **disconnect service; is that correct?**

18 A: That's correct.

19 **Q: Okay. So what did you tell Mr. Edmond?**

20 A: Based off the notes I do have, we discussed  
21 briefly the letter that was sent and an appointment  
22 was set up or scheduled for reconnection on the 24th.

23 **Q: Okay. Do we have any information in our**  
24 **system that indicates that Mr. Muhammad suggested that**  
25 **we contact Mr. Edmond to gain access to the property?**

1           A: No, sir.

2           **Q: I have no further questions.**

3           JUDGE JORDAN: We've been going for a while  
4 and we're getting close to lunch, so I will ask the  
5 parties before we get into cross-examination whether  
6 they feel like taking a break or whether they'd like  
7 to push on to, say, 12:30.

8           First I will ask whether staff has any  
9 cross-examination for this witness.

10          MR. JOHNSON: No questions, Judge.

11          JUDGE JORDAN: Mr. Muhammad, would you like  
12 to take a lunch break before we go into cross-  
13 examination or shall we push through?

14          MR. MUHAMMAD: I just need to put money my  
15 the meter.

16          JUDGE JORDAN: Let's go off the record, so  
17 Mr. Muhammad may feed his meter.

18          (Recess.)

19          JUDGE JORDAN: We're back on the record.  
20 While we were off the record, counsel for Laclede made  
21 photo copies of Exhibit No. 5 and passed them out to  
22 all parties present. Mr. Muhammad, you have one also?

23          MR. MUHAMMAD: Yes, sir.

24          JUDGE JORDAN: I have one. Staff, you will  
25 have one too, I'm confident. And we're resuming by

1 beginning Mr. Muhammad's cross-examination of the  
2 witness, Mr. Laird. Mr. Muhammad?

3 EXAMINATION OF MR. LAIRD

4 QUESTIONS BY MR. MUHAMMAD:

5 Q: Mr. Laird, if we could go back to Exhibit 1?

6 A: Yes, sir.

7 Q: Can you define for us again the meanings of  
8 E, O, A and D?

9 A: E?

10 Q: Yes, sir.

11 A: Estimate. O, extended read.

12 Q: What does that mean?

13 A: For instance, Mr. Muhammad, we got a reading  
14 on October 11th, 2008. We based the billing  
15 statement, which had an end date of October 21st,  
16 2008.

17 We extended that read to that particular  
18 date, so we got the reading on October 11th. We  
19 extended that to October 21st.

20 Q: Okay. All right.

21 A: A, actual reading.

22 Q: Okay. And what actually is entailed in an  
23 actual reading?

24 A: That would be a physical individual reading  
25 at that meter.

1           **Q: All right.**

2           A: D means device reading. There's a reading  
3 obtained by the AMR.

4           **Q: So does an actual reading mean that a**  
5 **physical person was there reading the meter?**

6           A: For the monthly readings, yes. However, on  
7 Exhibit A, you do see what is --

8           **Q: A?**

9           A: I'm sorry, Exhibit 1, you will see the  
10 October 21st, 2008 date for the O. Preceding that you  
11 will see 11 As. That A is actually for the adjusted  
12 bill that went out. So that A also can mean adjusted.

13           **Q: Which one does it mean in this case?**

14           A: In this case, it does mean adjusted.

15           **Q: So throughout the rest of the document,**  
16 **Exhibit 1, where does it actually mean an actual**  
17 **reading was done?**

18           A: I do not see any other As that would be  
19 actual.

20           **Q: But earlier in your talk, you said on**  
21 **October 11th, 2008, an actual reading was done.**

22           A: Correct. What is listed in Exhibit 1 are  
23 the service dates we used for your billing. So the  
24 October 21st -- I'm sorry, the October 11th day would  
25 not reflect on this particular document.

1           **Q: Also, earlier you said that the service at**  
2   **730 Dover began in August of 2005; is that correct?**

3           A: I believe I did state that, yes, sir.

4           **Q: Can you show me and show the Court where you**  
5   **have proof of that?**

6           A: I do not. I don't have proof at this  
7   particular point.

8           MR. MUHAMMAD: Your Honor, I did not move  
9   into the facility until October, the latter part of  
10   October 2005.

11           JUDGE JORDAN: Okay. Save that for your  
12   case in chief. That's something the Commission wants  
13   to hear.

14           THE WITNESS: Judge, for the record, I do  
15   admit the mistake. Exhibit 1 does show service dates  
16   that begin October 1st, 2005.

17           **Q: (By Mr. Muhammad) Okay. And D?**

18           A: D, device reading.

19           **Q: Those are all the questions I have.**

20           JUDGE JORDAN: Okay. Then I will ask staff  
21   and Mr. Muhammad, may this witness be excused?

22           MR. ZUCKER: May I ask a redirect question?

23           JUDGE JORDAN: I'm sorry, Mr. Zucker. You  
24   have the right to redirect.

25

1 REDIRECT EXAMINATION OF MR. LAIR

2 QUESTIONS BY MR. ZUCKER:

3 Q: Okay. Just very quickly, Mr. Lair. The D  
4 reads you identified on Exhibit 1 --

5 A: Yes, sir.

6 Q: -- are those actual readings?

7 A: Those are actual readings from the meter  
8 provided by a device.

9 Q: All right. Thank you. No further  
10 questions.

11 JUDGE JORDAN: All right. Staff, anything  
12 more?

13 MR. JOHNSON: No further questions.

14 JUDGE JORDAN: Mr. Muhammad, anything more?

15 MR. MUHAMMAD: No.

16 JUDGE JORDAN: Mr. Zucker, will you need  
17 this witness anymore?

18 MR. ZUCKER: I will not.

19 JUDGE JORDAN: All right. You may be  
20 released.

21 (Discussion off the record.)

22 JUDGE JORDAN: Mr. Muhammad, it's time for  
23 your case in chief. I will ask the parties -- it's  
24 eight minutes after noon -- would you like a lunch  
25 break or would you like to push on for a while?

1 MR. ZUCKER: I would vote to push on if we  
2 can.

3 JUDGE JORDAN: Very good. And Mr. Muhammad?

4 MR. MUHAMMAD: I agree.

5 JUDGE JORDAN: And staff?

6 MR. JOHNSON: We are in the same boat.

7 JUDGE JORDAN: Very good. Mr. Muhammad, you  
8 will present your case in chief.

9 MR. MUHAMMAD: I'm not sure what that means.

10 JUDGE JORDAN: That means you're going to  
11 tell the Commission what you want it to know. You're  
12 going to testify giving your evidence. You're going  
13 to talk about your documents.

14 You have some documents marked. And if you  
15 ask me, we'll talk about putting them into evidence.  
16 That's what that means.

17 MR. MUHAMMAD: Well, I would just like to  
18 enter the documents that I have, the Exhibits 2 and 3.

19 JUDGE JORDAN: Let's start with that. Let's  
20 start with that. Exhibits 2 and 3 are yours. Why  
21 don't I go ahead and do this. We'll get you sworn in,  
22 and then the foundation for these will be sworn.  
23 Please raise your right hand.

24 CHANTEL R. MUHAMMAD,  
25 of lawful age, produced, sworn and examined testifies



1 and says as follows:

2 JUDGE JORDAN: The court reporter has your  
3 name and spelling already; is that correct?

4 MR. MUHAMMAD: Yes.

5 JUDGE JORDAN: Very good. Let's talk about  
6 Exhibits 2 and 3. Can you tell me what Exhibit 2  
7 represents?

8 MR. ZUCKER: Do you have an extra copy?

9 MR. MUHAMMAD: I do. I'm going to give it  
10 to you.

11 PRESENTATION OF EVIDENCE BY MR. MUHAMMAD

12 MR. MUHAMMAD: Your Honor, Exhibit 2  
13 represents information pertaining to a very similar  
14 situation that I have here where the automated meter  
15 reading has become an issue.

16 And you know, I'm asking that the Court  
17 would review the evidence and submit it as evidentiary  
18 backing my claim.

19 JUDGE JORDAN: Okay. So Exhibit 2 contains  
20 a discussion of a defective meter reading; is that  
21 accurate?

22 MR. MUHAMMAD: Yes, sir.

23 JUDGE JORDAN: And you'd like this to be  
24 admitted into the record?

25 MR. MUHAMMAD: Yes, sir, I would.

1 JUDGE JORDAN: Any objection to No. 2?

2 MR. ZUCKER: I'm not going to object, Your  
3 Honor.

4 JUDGE JORDAN: Staff?

5 MR. JOHNSON: No objection.

6 JUDGE JORDAN: Very well, then. Exhibit  
7 No. 2 -- and we'll call that -- let me -- before we  
8 decide to give this a name, I'm going to inquire a  
9 little bit.

10 Mr. Muhammad, where did this document come  
11 from?

12 MR. MUHAMMAD: This particular printout  
13 here?

14 JUDGE JORDAN: Yes.

15 MR. MUHAMMAD: It came off of the internet  
16 from Channel 4. A local news station here did the  
17 investigative report on this particular issue.

18 JUDGE JORDAN: Okay. We'll just call that  
19 news report, then. Exhibit 2, news report, and that's  
20 admitted into the record.

21 Can you tell us about Exhibit No. 3?

22 MR. MUHAMMAD: Same for Exhibit No. 3. The  
23 council that advocates for consumers in terms of  
24 utilities and things of that nature has recently  
25 brought a similar charge or complaint against Laclede

1 of this very issue. I would like for that to be  
2 submitted into evidence as well.

3 JUDGE JORDAN: Okay. Can I get a little bit  
4 more of your testimony on this as to where this  
5 document comes from?

6 MR. MUHAMMAD: This is pulled from the  
7 internet. And as you see at the top of the page, it  
8 comes from St. Louis Today dated April 28th, a couple  
9 of months ago.

10 I pulled it from the website of St. Louis  
11 Today, newspaper here in St. Louis.

12 JUDGE JORDAN: So that's basically the Post  
13 Dispatch?

14 MR. MUHAMMAD: I believe so.

15 JUDGE JORDAN: All right. Any objection to  
16 the admission of Exhibit 3 into the record?

17 MR. ZUCKER: I'm not going to object again,  
18 Your Honor.

19 JUDGE JORDAN: Fair enough. And any  
20 objection from the staff?

21 MR. JOHNSON: No objection.

22 JUDGE JORDAN: Then I will admit Exhibit No.  
23 3 into the record also. All right. We have those  
24 exhibits admitted into the record, Mr. Muhammad. Do  
25 you have some testimony for the Commission?

1 MR. MUHAMMAD: No. Very honestly, outside  
2 of what I have given, Your Honor, no, I don't.

3 JUDGE JORDAN: Okay. That's your choice. I  
4 want to make it clear I'm not going to make you ask  
5 yourself questions or anything like that. You can  
6 give a narrative if you wish of your side, if you  
7 wish.

8 MR. MUHAMMAD: I don't.

9 JUDGE JORDAN: Okay. Very well. That being  
10 the case, I wonder just how much cross-examination we  
11 will have. Anything from staff?

12 MR. JOHNSON: No questions, Judge.

13 JUDGE JORDAN: Anything from Laclede?

14 MR. ZUCKER: One quick question.

15 EXAMINATION OF MR. MUHAMMAD

16 QUESTIONS BY MR. ZUCKER:

17 Q: Mr. Muhammad, do you have any evidence that  
18 the problem with this meter in Exhibit 2 in Bonne  
19 Terre is the same as any problems that Laclede might  
20 have had with your meter?

21 A: I only have what's in the report that was  
22 done by Investigative Reporter Mike Colombo. I know  
23 it's a very similar issue.

24 That's all I have is what's in the report.  
25 I'm asking that the Court take judicial notice of it.

1           **Q: Okay. Thank you.**

2           JUDGE JORDAN: I'm sorry. I didn't get what  
3 you wanted me to take judicial notice of.

4           MR. MUHAMMAD: Of the Exhibit 2.

5           JUDGE JORDAN: Oh, yes. That's in the  
6 record. That's in the record. Okay, then. That's  
7 all the testimony you wish to present?

8           MR. MUHAMMAD: Yes, sir.

9           JUDGE JORDAN: Do you have any witnesses  
10 that you want to call?

11          MR. MUHAMMAD: No.

12          JUDGE JORDAN: All right, then. Just making  
13 sure. Well, with that, then, we can get on to the  
14 case in chief of staff.

15          MR. JOHNSON: Thank you, Judge. I'm going  
16 to call Mr. Edwards as a witness.

17          JUDGE JORDAN: Very well, Mr. Edwards. Can  
18 you see and hear me all right?

19          MR. EDWARDS: Yes, sir.

20                       JUSTIN EDWARDS,  
21 of lawful age, produced, sworn and examined testifies  
22 and says as follows:

23          JUDGE JORDAN: You may proceed, Counselor.

24          MR. JOHNSON: Thank you, Judge.

25

1 EXAMINATION OF JUSTIN EDWARDS

2 QUESTIONS BY MR. JOHNSON:

3 Q: Mr. Edwards, would you please state your  
4 name and please spell it for the court reporter?

5 A: Justin Edwards, J-u-s-t-i-n. Last name is  
6 spelled E-d-w-a-r-d-s.

7 Q: And who is your employer?

8 A: The Missouri Public Service Commission.

9 Q: And how long have you worked for the  
10 Commission?

11 A: Approximately three years.

12 Q: What is your current job title and your  
13 primary responsibilities?

14 A: Consumer services coordinator. And my  
15 primary job responsibilities is to supervise  
16 investigators that handle informal complaints,  
17 inquiries and quick hits that come into the Commission  
18 as well as provide testimony and staff report and  
19 recommendations on each formal complaint case that may  
20 be before the Commission.

21 Q: Are you the same Justin Edwards that  
22 prepared the report filed by staff in this case on  
23 August 21st, 2015?

24 A: I am.

25 Q: Do you have any corrections that you would

1     **like to make at this time?**

2             A: I have one correction to the report, if I  
3     may, Judge. If everybody is there?

4             JUDGE JORDAN: Yes. Give us a second to get  
5     our copies out. Mr. Muhammad, do you have a copy of  
6     the report?

7             MR. MUHAMMAD: Yes, I do.

8             JUDGE JORDAN: All right. Very good. Okay.  
9     Everyone has that. Does everyone have that before  
10    them?

11            MR. ZUCKER: Yes.

12            JUDGE JORDAN: Go ahead.

13            THE WITNESS: On paragraph 2 underneath the  
14    introduction and background section of that page on  
15    line 4, there is a sentence that begins with Laclede  
16    Gas and continues onto line 5.

17            The sentence states that Laclede Gas could  
18    not disconnect the property at the curb to this  
19    property since it is a multi-tenant dwelling.

20            The correction that I would like to make is  
21    that the sentence should read, Laclede Gas could not  
22    disconnect the property at the curb for nonpayment of  
23    a delinquent account since the property is a multi-  
24    tenant dwelling.

25            JUDGE JORDAN: I'm sorry. What page was

1     that again?

2                 THE WITNESS:   Page 1 underneath the  
3     introduction and background section of the report.

4                 JUDGE JORDAN:   I see the sentence.   Okay.

5                 **Q:   (By Mr. Johnson)   Are the statements in the**  
6     **report true and accurate to the best of your knowledge**  
7     **and belief?**

8                 A:   Yes.

9                 MR. JOHNSON:   Judge, I would ask the staff  
10    report be marked as an exhibit, and I tender the  
11    witness for cross.

12                JUDGE JORDAN:   I have the document labeled  
13    as Staff Recommendation marked as Exhibit 4 offered  
14    into evidence.   Is there any objection to the  
15    admission of this document into the record?

16                MR. MUHAMMAD:   Exhibit 4?

17                JUDGE JORDAN:   I have this marked as Exhibit  
18    4.

19                MR. MUHAMMAD:   Okay.   That may mean we have  
20    two Exhibits 4.   No, that's 5.   We have five.

21                MR. ZUCKER:   No objection from Laclede Gas.

22                JUDGE JORDAN:   Mr. Muhammad, any objection?

23                MR. MUHAMMAD:   No.

24                JUDGE JORDAN:   And do we have cross-  
25    examination from Laclede?



1 MR. ZUCKER: No questions, Your Honor.

2 JUDGE JORDAN: Mr. Muhammad, any questions  
3 for this witness?

4 MR. MUHAMMAD: No, Your Honor, other than  
5 what I've already submitted.

6 JUDGE JORDAN: All right. Well, then there  
7 won't be any redirect, so I believe this witness may  
8 also be released. Is that okay by the parties?

9 MR. ZUCKER: Yes, Your Honor.

10 JUDGE JORDAN: Mr. Muhammad?

11 MR. MUHAMMAD: That's fine.

12 JUDGE JORDAN: And staff, will you need this  
13 witness anymore?

14 MR. JOHNSON: Nothing further.

15 JUDGE JORDAN: All right. Well, that's all  
16 we have as far as cases in chief. And I'd like to  
17 talk about briefing now, if we may, unless somebody  
18 else has something else they wish to discuss first.

19 MR. ZUCKER: No, Your Honor.

20 JUDGE JORDAN: Staff, anything before we  
21 discuss briefing?

22 MR. JOHNSON: No, judge.

23 JUDGE JORDAN: Okay. We have a regulation  
24 that schedules briefings unless the parties have a  
25 different schedule that they'd like to employ. And I

1 believe it's the filing transcript plus 20 or 30 --  
2 let's take a look here. I have the regulation before  
3 me. I don't need to guess.

4 What the regulation contemplates is the date  
5 the transcript is filed plus 20 days, each of the  
6 parties simultaneously files initial briefs, and then  
7 reply briefs ten days later.

8 So that's what the regulation provides. The  
9 parties can agree to something else if they want to.  
10 Just let me know, otherwise that's when I will expect  
11 briefs.

12 MR. ZUCKER: Are you going to issue an order  
13 on the actual date, then, or can we --

14 JUDGE JORDAN: I wasn't planning to.

15 MR. ZUCKER: -- agree to a date now?

16 JUDGE JORDAN: The parties can agree to what  
17 they'd like to do.

18 MR. ZUCKER: I guess the question is can the  
19 court reporter give us an estimate, and then we can  
20 add the 20?

21 JUDGE JORDAN: That's a fair question. I  
22 will ask the court reporter. When do you anticipate  
23 this transcript being filed?

24 COURT REPORTER: I'll tell you when I will  
25 finish it.

1 JUDGE JORDAN: Tell us that, then.

2 COURT REPORTER: I was told it was  
3 expedited. I'll finish it by Sunday.

4 JUDGE JORDAN: Okay.

5 COURT REPORTER: You'll have it on Monday.

6 JUDGE JORDAN: Very good. We anticipate  
7 filing of this transcript on Monday, so 20 days after  
8 that, initial briefs are due. Ten days after that  
9 replies will be due.

10 MR. ZUCKER: So Monday is the 15th, this  
11 Monday? Okay. So then Labor Day, I think, is three  
12 weeks from Monday. You want to make it, maybe, the --

13 MR. MUHAMMAD: The 12th?

14 MR. ZUCKER: The what?

15 MR. MUHAMMAD: The 12th.

16 MR. ZUCKER: The 12th of September? Is that  
17 a weekday?

18 MR. MUHAMMAD: That's the following Monday.

19 MR. ZUCKER: Following Monday. Okay.  
20 That's fine. September 12th, Monday.

21 JUDGE JORDAN: For initial briefs.

22 MR. ZUCKER: Yes.

23 JUDGE JORDAN: And then ten days after that  
24 would be the 22nd. That is a Thursday.

25 MR. ZUCKER: Okay.

1 JUDGE JORDAN: That's when our regulation  
2 would provide that reply briefs are due.

3 MR. ZUCKER: That's okay with me. Is it  
4 okay with you?

5 MR. MUHAMMAD: That's fine.

6 JUDGE JORDAN: That's on the record. I  
7 don't think I need to put out an order. Staff, is  
8 that all right with staff?

9 MR. JOHNSON: That's fine with staff. I  
10 would just point out at one point, we did file a joint  
11 procedural schedule. It was rendered moot with the  
12 extension of the hearing date.

13 However, in that procedural schedule, I  
14 believe the parties agreed that briefs would be  
15 optional. I don't know if we want to reinstitute that  
16 or come to some other type of agreement or just have  
17 briefs scheduled for the 12th. Staff is okay with any  
18 decision.

19 JUDGE JORDAN: Anything on that? If the  
20 parties don't mind, I will not penalize anyone for  
21 failure to file a brief. We won't dismiss anyone.

22 MR. ZUCKER: Okay. Then that's fine. It's  
23 effectively optional.

24 THE COURT: Effectively, it is. I tell you  
25 what. I will go ahead and issue an order just for

1 clarification when I get back to my office just to  
2 make sure all of this is clear. Everyone can have a  
3 piece of paper they can look at before the briefs come  
4 in and know exactly what we think is going to happen.  
5 All right?

6 MR. ZUCKER: All right.

7 JUDGE JORDAN: Very well, then. Anything  
8 more from the complainant, Mr. Muhammad?

9 MR. MUHAMMAD: No, sir.

10 JUDGE JORDAN: Anything more from the  
11 utility, Laclede Gas?

12 MR. ZUCKER: No, Your Honor.

13 JUDGE JORDAN: Staff, anything further?

14 MR. JOHNSON: Nothing further, Your Honor.

15 JUDGE JORDAN: Very well. With that, then,  
16 I will adjourn the evidentiary hearing, and we are off  
17 the record.

18 (WHEREIN, the deposition was  
19 concluded at 12:25 p.m.)  
20  
21  
22  
23  
24  
25

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25	(All exhibits attached to all transcripts.)		

## 1 CERTIFICATE OF REPORTER

2 I, Catherine L. Turner, IL-CSR, MO-CCR, RPR,  
3 do hereby certify that the witness whose testimony  
4 appears in the foregoing deposition was duly sworn by  
5 me; that the testimony of said witness was taken by me  
6 to the best of my ability and thereafter reduced to  
7 typewriting under my direction; that I am neither  
8 counsel for, related to, nor employed by any of the  
9 parties to the action in which this deposition was  
10 taken, and further that I am not a relative or  
11 employee of any attorney or counsel employed by the  
12 parties thereto, nor financially or otherwise  
13 interested in the outcome of the action.

14

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17

18 Catherine L. Turner, IL-CSR, MO-CCR, RPR

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7 typewriting under my direction; that I am neither  
8 counsel for, related to, nor employed by any of the  
9 parties to the action in which this deposition was  
10 taken, and further that I am not a relative or  
11 employee of any attorney or counsel employed by the  
12 parties thereto, nor financially or otherwise  
13 interested in the outcome of the action.

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17  
18 Catherine L. Turner, IL-CSR, MO-CCR, RPR  
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