

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Adam P. Zimmerman,)	
)	
Complainant,)	
)	
v.)	<u>Case No. EC-2008-0195</u>
)	
Kansas City Power and Light Co.,)	
)	
Respondent.)	

ORDER GRANTING MOTION TO EXTEND FILING DEADLINE

Issue Date: January 18, 2008

Effective Date: January 18, 2008

Adam P. Zimmerman filed a formal complaint against Kansas City Power & Light Company ("KCPL") on December 17, 2007. On December 20, 2007, the Commission notified KCPL of the complaint and allowed it thirty days in which to answer as provided by 4 CSR 240-2.070(7). On the same day, the Commission ordered Staff to investigate the complaint and to file "a report concerning the results of its investigation no later than one week after KCPL files its answer, which is due no later than January 21, 2008."

On January 17, 2008, KCPL filed its "Motion for Extension of Time to Answer to Allow Additional Time for Settlement Discussions." In this motion, KCPL requested that the Commission extend the due date for KCPL's answer from January 21, 2008 until the earlier of (i) February 29, 2008 or (ii) 15 days from the date on which either KCPL or Mr. Zimmerman notifies the Commission in writing that settlement is not possible. KCPL averred that if the Commission were to grant such an extension, it would be better able to

negotiate a mutually beneficial settlement with Mr. Zimmerman resolving all matters at issue in this proceeding without the expense and inconvenience to both parties of litigation. Moreover, stated KCPL, Mr. Zimmerman will not be prejudiced by the extension inasmuch as KCPL agrees to “waive any late payment or other related fees potentially due until [his] complaint is either settled or resolved by the Commission.”

Although neither Staff nor OPC has had an opportunity to express any opposition to KCPL’s motion within the time allowed by the Commission’s rules,¹ they did not object to a nearly identical motion recently filed by KCPL in another consumer complaint case² and the Commission has no reason to believe that they would even if they were given the full ten-day response period referred to in Commission Rule 4 CSR 240-2.080(15), inasmuch as KCPL’s motion is authorized under Commission Rule 4 CSR 240-2.050(3)(A)³ and “the law favors settlements and compromises based upon valid considerations.”⁴ Accordingly, the Commission finds the request to be reasonable under the circumstances and shall grant it.

IT IS ORDERED THAT:

1. Kansas City Power & Light Company’s Motion for Extension of Time to Answer to Allow Additional Time for Settlement Discussions is granted. The deadline for the company to file its answer to Mr. Zimmerman’s complaint shall be the earlier of (i) February 29, 2008 or (ii) 15 days from the date on which either the company or Mr.

¹ Commission Rule 4 CSR 240-2.080(15) provides that unless otherwise ordered by the Commission, “[p]arties shall be allowed not more than ten (10) days from the date of filing in which to respond to any pleading.”

² See, e.g., Order Granting Motion to Extend Filing Deadline, *Morales v. Kansas City Power & Light Co.*, Case No. EC-2008-0121 (Nov. 30, 2007).

³ In relevant part, this rule provides that “[w]hen an act is required . . . to be done by order or rule of the commission, the commission, *at its discretion*,” may “[o]rder the period enlarged before the expiration of the period originally prescribed or as extended by a previous order.” Therefore, the issue before the Commission is whether, under the circumstances present here, the Commission should exercise its discretion to extend the due date for KCPL’s answer.

Zimmerman notifies the Commission in writing that settlement is not possible.

2. This order shall become effective on January 18, 2008.

BY THE COMMISSION



Colleen M. Dale
Secretary

(S E A L)

Benjamin H. Lane, Regulatory Law
Judge, by delegation of authority
under Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri,
on this 18th day of January, 2008.

⁴ *Miners' & Farmers' Bank of Aurora v. American Bonding Co.*, 186 S.W. 1139, 1140 (Mo. App. S.D. 1916). See also *Sanger v. Yellow Cab Co.*, 486 S.W.2d 477, 481 (Mo. banc 1972) (internal quotation marks omitted) ("The law favors settlements fairly made.")