

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

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TRANSCRIPT OF PROCEEDINGS  
Evidentiary Hearing  
January 20, 2016  
Jefferson City, Missouri  
Volume 4

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Staff Of The Missouri Public	)	
Service Commission,	)	
	)	File No. EC-2015-0309
Complainant,	)	
	)	
vs.	)	
	)	
Kansas City Power & Light	)	
Company and KCP&L Greater	)	
Missouri Operations Company,	)	
	)	
Respondents.	)	

MORRIS L. WOODRUFF, Presiding  
CHIEF REGULATORY LAW JUDGE  
DANIEL Y. HALL, Chairman,  
WILLIAM P. KENNEY,  
SCOTT T. RUPP,  
MAIDA J. COLEMAN  
COMMISSIONERS

REPORTED BY:  
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TIGER COURT REPORTING, LLC

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PROCEEDINGS

JUDGE WOODRUFF: All right. Let's go ahead and come to order. We're back for day two of the hearing in EC-2015-0309. And when we left off yesterday, Jean Trueit was on the stand. Public Counsel had finished their cross-examination, and then we'll move on to Staff.

MS. PAYNE: Thank you, Your Honor.

CROSS-EXAMINATION

QUESTIONS BY MS. PAYNE:

**Q. Good morning, Ms. Trueit.**

A. Good morning.

**Q. Some of these things may be a little bit of a refresher from yesterday just because we're starting over. Now, your rebuttal testimony states that residential start and transfer of service calls are the ones that are transferred to Allconnect for the personnel member to provide the customer with their confirmation number; correct?**

A. Eligible ones, yes.

**Q. Okay. And so eligible residential start and transfer service customers?**

A. Yes.

**Q. Okay. And it's true that it's only residential start and transfer of service calls that**

1 are eligible that are transferred; correct? It's not  
2 other customers?

3 A. Yes.

4 Q. Okay. Now you state that if a customer  
5 refuses to be transferred, then the KCPL or GMO  
6 customer service rep provides the customer with their  
7 confirmation number; correct?

8 A. That's our expectation, yes.

9 Q. Okay. So conceivably a customer  
10 transaction could be completed without the involvement  
11 of the Allconnect personnel at all?

12 A. Yes.

13 Q. And in fact, that was the way it was  
14 handled originally before the relationship with  
15 Allconnect?

16 A. Yes.

17 Q. Okay. Now, if a customer were to  
18 actually hang up on the KCPL or GMO customer service  
19 rep before they received their confirmation number,  
20 would their service transaction still be considered  
21 complete?

22 A. If the order was entered in its entirety,  
23 yes.

24 Q. Okay. So if they got to the point where  
25 the only thing left was the confirmation number?

1           A.     That's correct.

2           Q.     Okay. Now the confirmation number  
3 doesn't actually come up on the Allconnect system, it  
4 has to be transferred by the KCPL or the GMO CSR; is  
5 that right?

6           A.     That's correct, yes.

7           Q.     Okay. And it's when they transfer -- the  
8 KCPL or GMO CSR transfers the confirmation number that  
9 they also transfer the other customer information;  
10 correct?

11          A.     Yes, it's in the same data transfer.

12          Q.     Okay. But according to the scripted  
13 language, the confirmation model, the customer's never  
14 told that they could complete their transaction with  
15 KCPL or GMO; right?

16          A.     Can you repeat the question?

17          Q.     I'm sorry, I did, I stumbled over that  
18 one a little.

19                 According to the actual script that's  
20 given to the KCPL and GMO CSRs, the language does not  
21 have them state to the customer that they could  
22 complete their transaction with them?

23          A.     No.

24          Q.     Okay. So if customer service is the  
25 Number 1 priority of Kansas City Power & Light and GMO,

1 wouldn't it be logical to give the customer their  
2 confirmation number at that time?

3 A. We could.

4 Q. Okay. Now as part of the actual  
5 electronic transfer system that's set up with  
6 Allconnect, the customer information is transferred  
7 prior to the point at which the Kansas City Power &  
8 Light-GMO customer service rep actually begins reciting  
9 the scripted language?

10 A. I don't believe that's accurate.

11 Q. Okay. Let me go ahead and --

12 MS. PAYNE: May I approach?

13 JUDGE WOODRUFF: You may.

14 MS. PAYNE: All right.

15 BY MS. PAYNE:

16 Q. Let me go ahead and provide you with  
17 something.

18 JUDGE WOODRUFF: And the next exhibit  
19 number is 109.

20 MS. PAYNE: Okay. That's fine.

21 (Staff Exhibit Number 109-HC was marked  
22 for identification by the court reporter.)

23 BY MS. PAYNE:

24 Q. All right. Now, I apologize, there are  
25 not page numbers on these. I'll have you flip to -- to

1 the back of the seventh page, if everybody wants to  
2 follow along. And does this look familiar to you?

3 A. Yes.

4 Q. Okay. And this is actually a DR response  
5 that was sent to us by the company.

6 So this is the point in the script at  
7 which a Kansas City Power & Light or GMO CSR would see  
8 what to do if a customer was considered eligible; is  
9 that right?

10 A. Yes, during the close of the call.

11 Q. Okay. So it says, "If the customer is  
12 eligible, the following will display." And then it has  
13 a "Transfer Data? Yes or no." Do you see that on the  
14 bottom of that seventh page?

15 A. Oh, it says, click no for data transfer  
16 at the bottom of the page I'm looking at.

17 Q. Oh, okay. I apologize.

18 MR. HACK: Counsel, I'm sorry, I'm trying  
19 to track where you are. Is there a heading at the top  
20 of the page?

21 MS. PAYNE: It starts with, "If a  
22 customer is ineligible, the following will display."

23 MR. OPITZ: Ms. Payne, I see that this is  
24 marked highly confidential. Do we need to go in camera  
25 for your questions here?

1 MS. PAYNE: I defer to the company. I  
2 believe it's the actual images that are highly  
3 confidential, but if you think we need to go in camera,  
4 that's fine as well.

5 MR. FISCHER: We're having trouble  
6 finding your heading.

7 COMMISSIONER KENNEY: It's the physical  
8 seventh page.

9 MR. HACK: Thank you. I'm trying to see  
10 on the HC stuff.

11 MS. PAYNE: No, that's fine.

12 MR. HACK: It appears that there's  
13 customer information on some of these screens, so I  
14 think that's why it's HC. So the line of inquiry right  
15 now is fine.

16 MS. PAYNE: Okay. And I don't intend it  
17 to go anywhere else. Okay. I'm sorry about that,  
18 Ms. Trueitt.

19 THE WITNESS: I'm sorry. Can you read  
20 the top of that page again?

21 BY MS. PAYNE:

22 Q. Absolutely. It says, "If the customer is  
23 ineligible, the following will display."

24 A. Okay. You had me at the wrong page.  
25 Thank you.



1           Q.     I apologize. Okay. So the next screen  
2 shot that's on there, it says, "If the customer is  
3 eligible, the following will display." And then it has  
4 a box that says, "Transfer Data? Yes or no."

5           A.     Yes.

6           Q.     Is that correct? Okay. Now, if you flip  
7 that over to the next page --

8           A.     Uh-huh.

9           Q.     -- it's after that that it actually says,  
10 "Advise customer that you are transferring them to  
11 Allconnect using suggested scripting located on  
12 confirmation window, then click Close." Is that  
13 correct?

14          A.     Yes.

15          Q.     Okay. So in this script that you sent  
16 us, this is actually saying that it -- the data would  
17 be transferred, you would click it before you would  
18 actually advise the customer that you're transferring  
19 them; is that correct?

20          A.     It's possible.

21          Q.     Okay. And my -- my final question on  
22 this is: The customer has been told that they're going  
23 to be transferred, but they're not told in the script  
24 that their personal information is also being  
25 transferred to Allconnect, are they?

1 A. No.

2 Q. Okay. Thank you. Now -- okay. Now,  
3 Allconnect receives the customer information when the  
4 CSR transfers that information to them, and they use  
5 that information if the customer were to opt to accept  
6 any of Allconnect's services; is that correct?

7 A. My general understanding of Allconnect  
8 practices is to confirm the order, provide the  
9 confirmation number, and then offer services.

10 Q. Okay. So -- but it's if the customer  
11 accepts Allconnect's offer of services and that that  
12 they would use that customer information beyond just  
13 confirming it?

14 A. Yes.

15 Q. Okay. Now, if the customer declines  
16 Allconnect services, they've had their information  
17 verified, they've received their confirmation number,  
18 and then they're offered services, and they decline  
19 those services and hang up, what happens to the  
20 customer's information in Allconnect's system?

21 A. I'm not the best person to ask for that  
22 information.

23 Q. Okay.

24 A. Mr. Scruggs would be.

25 Q. And I'm sorry about that. I'll go ahead.

1 Does KCPL and GMO have a destruction of information  
2 policy?

3 A. Yes.

4 Q. Okay. And do you know if that extends to  
5 Allconnect as well?

6 A. I don't know.

7 Q. Okay. Okay. And if KCPL receives a  
8 phone call about a complaint and it's related to  
9 Allconnect and they transfer that to Allconnect, as you  
10 have told us; is that correct?

11 A. We don't transfer the customer. That's  
12 not our practice or the process.

13 Q. Okay.

14 A. What's supposed to happen is the  
15 collection of information, the company determines  
16 whether or not the -- the concern is related to KCPL  
17 activities and/or representative. If it is not, then a  
18 process is followed to ensure that we escalate that  
19 customer's concern appropriately. It does not include  
20 transferring the customer to Allconnect.

21 Q. Okay. I understand. Now, the only  
22 reason I'm confused, I apologize, is I believe  
23 yesterday you told Mr. Opitz that any complaint that  
24 the customer service department receives about a phone  
25 call that relates to Allconnect is given to Allconnect

1     **for them to handle.**

2           A.     That's correct, but it does not include  
3     transferring the customer's call.

4           Q.     Okay. Okay. I'm sorry, then. I  
5     misunderstood that.

6                     Now, if the -- that customer complaint is  
7     given to Allconnect, is their personal information  
8     included with that complaint for Allconnect to handle  
9     it?

10          A.     The same information that would have been  
11     provided to them in the first place is provided.

12          Q.     Okay. Thank you. That's -- sorry, that  
13     was a long way around to get there.

14                     Now, you actually just mentioned this.  
15     You refer to escalations. Now, in your testimony, you  
16     strictly say escalations and now you also say that  
17     complaints are escalated to the appropriate department.  
18     I'm trying to understand. When you refer to  
19     escalations in your testimony, what does that mean?

20          A.     As it relates to Allconnect?

21          Q.     In general. It's on -- do you have your  
22     testimony with you?

23          A.     Uh-huh, yes.

24          Q.     It's on page, and it's line 16 to 19.

25          A.     Okay. I'm there.

1           Q.     Okay. And it says, the escalation rate  
2 year to date. So in that context, I'm trying to  
3 understand --

4           A.     Those are specific concerns, escalated  
5 calls as they relate to Allconnect.

6           Q.     Okay. And when you use the word  
7 "escalate" there, could you tell me what exactly that  
8 means?

9           A.     Customer concern --

10          Q.     Okay.

11          A.     -- that's been expressed to us.

12          Q.     Okay. Good. Then I think I've got what  
13 we're getting at here.

14                 So is it a KCPL or a GMO customer service  
15 rep that defines that as an escalation?

16          A.     Yes, it's a company representative.

17          Q.     Okay. Now, does Allconnect ever receive  
18 escalated calls directly, or do they always go through  
19 KCPL?

20          A.     I don't know. You'd have to ask  
21 Mr. Scruggs.

22          Q.     Okay. So you never receive a phone call  
23 from Allconnect saying that they've had an escalated  
24 call?

25          A.     I do not, no.

1           **Q.     Okay. In a little bit of a different**  
2 **light. When a Kansas City Power & Light or GMO**  
3 **customer service rep transfers a call to Allconnect,**  
4 **they do not remain on the line to listen in on the**  
5 **Allconnect conversation, do they?**

6           A.     No.

7           **Q.     Okay. If a -- if an escalated call is**  
8 **determined to involve an Allconnect situation and it's**  
9 **given over to Allconnect to handle that, does a -- a**  
10 **representative of KCP&L-GMO follow-up with that at all**  
11 **or is that call strictly -- or that complaint strictly**  
12 **given to Allconnect to handle?**

13          A.     The process -- the process is as followed  
14 and defined. We notify Allconnect.

15          **Q.     Okay.**

16          A.     Allconnect notifies the company -- or the  
17 customer, excuse me. Allconnect then provides a  
18 detailed explanation of the -- the customer's concern  
19 and how it was resolved. They also place a call -- the  
20 call in a portal for us to listen in on.

21          **Q.     Okay.**

22          A.     The other thing I would add here is that  
23 --

24          **Q.     That's fine, thank you. You've answered**  
25 **my question.**

1                   **Okay. Now, there's been a few references**  
2 **to these models. There -- they're actually scripts**  
3 **that are given to the customer service reps is my**  
4 **understanding. There's the agent transfer model and**  
5 **the confirmation model; is that correct?**

6           A.     Can you say that one more time? I'm  
7 sorry.

8           **Q.     No, that's fine. My understanding is**  
9 **presently, the -- the language that is used that is**  
10 **given to a KCPL or GMO customer service rep is known as**  
11 **the confirmation model; is that correct?**

12          A.     Yes, I believe so, but the agents aren't  
13 aware of what model we may be using.

14          **Q.     I understand. And that's strictly what**  
15 **we've been using to refer to them in this proceeding.**

16          A.     Okay.

17          **Q.     But there's also a former model that's**  
18 **known as the agent transfer model as we've been**  
19 **referring to it. It was used from 2005 to 2007.**

20          A.     I can't speak to that directly because I  
21 wasn't in the company employ at that time.

22          **Q.     Okay. But -- okay. Then going back to**  
23 **the confirmation model. I know Mr. Opitz asked you**  
24 **yesterday, but in that case, the customer's transferred**  
25 **without asking for consent; is that correct?**

1 A. That is correct.

2 Q. Okay. All right. In your testimony, you  
3 reference the services that Allconnect offers to KCPL  
4 and GMO customers as being potentially discounted; is  
5 that correct?

6 A. Can you point to the --

7 Q. Absolutely. It's page 10, lines 5 to 6.

8 A. Yes.

9 Q. Okay. Now, do you know if KCPL or GMO  
10 personally has investigated to see if the customers are  
11 actually receiving discounts?

12 A. No.

13 Q. Okay. All right. Another thing that you  
14 mentioned in your testimony is that if Allconnect did  
15 not verify the customer information for KCPL and GMO,  
16 then the confirmation would have to be done in some  
17 other way, the verification; is that correct?

18 A. Yes.

19 Q. Okay. And generally if that were to be a  
20 responsibility of KCPL-GMO, it would probably be  
21 handled by a customer service rep for the utility;  
22 correct?

23 A. Potentially, yes.

24 Q. Okay. Or possibly a supervisor?

25 A. Potentially.



1           Q.     Okay. And then you also state that that  
2     verification would result in extra costs to KCPL and  
3     GMO customers down the pipeline; is that correct?

4           A.     Yes.

5           Q.     Okay. Do you have any idea what that  
6     additional cost might be?

7           A.     No.

8           Q.     Okay. Would you say that verification by  
9     Allconnect is necessary to customer service operations?

10          A.     I would say it's a value add because it's  
11     an additional layer of verification and it allows us  
12     the opportunity to make corrections proactively without  
13     negative impact to the customer.

14          Q.     Okay. Thank you. Now prior to the  
15     relationship with Allconnect, it was the KCPL and GMO  
16     customer service reps that verified that information;  
17     correct?

18          A.     Yes.

19          Q.     Okay. Do you know if KCPL and GMO  
20     realizes a reduction in customer costs that can be  
21     attributed to the partnership with Allconnect?

22          A.     No, I do not.

23          Q.     Okay. And Ms. Trueit, how are the KCPL  
24     and GMO customer service reps compensated? Is it a  
25     salaried rate or?

1           A.     They're hourly.

2           **Q.     Okay. Now earlier, Mr. Thompson and**  
3 **Mr. Opitz in their opening stated that Allconnect is a**  
4 **telemarketer. Would you agree that telemarketers**  
5 **specialize in sales?**

6           A.     Not -- no, I don't think I can agree with  
7 that.

8           **Q.     Okay. Now the KCPL and GMO customer**  
9 **service reps specialize in customer service; correct?**

10          A.     That's correct.

11          **Q.     That's their priority. And their role is**  
12 **to service existing customers; correct?**

13          A.     Yes.

14          **Q.     Okay. And KCPL and GMO customer service**  
15 **reps don't deal in any sales, do they, beyond setting**  
16 **up electrical services for customers?**

17          A.     No.

18          **Q.     Okay. And the KCPL and GMO customer**  
19 **service reps receive their commendations based on their**  
20 **ability to provide good customer service; is that**  
21 **correct?**

22          A.     Can you say that one more time? I'm  
23 sorry.

24          **Q.     A customer service rep for the utility**  
25 **would receive their commendation based on their ability**

1 **to provide good customer service; is that correct?**

2 A. Our customer service representatives are  
3 compensated under a collective bargaining unit  
4 agreement. Yes, performance is a component of that  
5 agreement.

6 **Q. Okay. Thank you very much.**

7 MS. PAYNE: I have no further questions.

8 JUDGE WOODRUFF: All right. Did you wish  
9 to offer 109?

10 MS. PAYNE: I do wish to offer 109. I  
11 apologize.

12 JUDGE WOODRUFF: That would be 109-HC.  
13 It's been offered. Any objections to its receipt?  
14 Hearing none, it will be received.

15 (Staff Exhibit Number 109-HC was admitted  
16 into evidence by Judge Woodruff.)

17 JUDGE WOODRUFF: Then we'll come up to  
18 questions from the bench. Mr. Chairman.

19 EXAMINATION

20 QUESTIONS BY CHAIRMAN HALL:

21 **Q. Good morning, Ms. Trueitt.**

22 A. Good morning.

23 **Q. Let's stay with 109-HC --**

24 A. Okay.

25 **Q. -- for a moment, because I want to make**

1     **sure I understand this. Is the customer information**  
2     **transferred before the -- before the customer is told**  
3     **that he or she will be transferred to Allconnect?**

4           A.     It happens simultaneously. During a call  
5     -- during the call, the agent will have that  
6     conversation with the customer. They're advising them  
7     that they're going to be transferred to Allconnect.  
8     And at the same time, it's a press of the button on the  
9     systems and a press of the button on the phone. So it  
10    happens during conversation naturally and it likely  
11    occurs at the same time.

12          Q.     **Is it possible that -- that a customer**  
13    **might say no, I don't want to be transferred to**  
14    **Allconnect, but his or her customer information has**  
15    **already been transferred?**

16          A.     Perhaps possible, but not likely.

17          Q.     **Not -- not likely on a consistent basis,**  
18    **but isn't it probable that in the 80,000 calls that**  
19    **it's happened numerous times, 80,000 transfers?**

20          A.     I can't say for sure, yes, but it could  
21    happen.

22          Q.     **Okay. Do you have Schedule LAK-s3 in**  
23    **front of you? It was attached to the surrebuttal**  
24    **testimony of Ms. Kremer.**

25          A.     I do not have Ms. Kremer's testimony.

1 CHAIRMAN HALL: I'll wait a moment.

2 MR. HACK: Is that surrebuttal or  
3 rebuttal?

4 MR. FISCHER: I've got it.

5 MS. PAYNE: What schedule is that?

6 MR. FISCHER: S3.

7 CHAIRMAN HALL: Correct.

8 THE WITNESS: Okay. Sorry.

9 BY CHAIRMAN HALL:

10 Q. Were you in the hearing room when -- when  
11 Ms. Kremer and Mr. Glasgow were -- had a -- a number of  
12 questions about this?

13 A. Yes.

14 Q. Okay. So it would appear here from --  
15 from this document that there were 86 calls monitored.  
16 Of those 86 calls, there were 29 where confirmations  
17 were not given, there were 18 where there were  
18 confirmation numbers given after the sales  
19 presentation, and then there were five where the  
20 customer had to ask for the confirmation number. Do  
21 you see that?

22 A. Yes.

23 Q. So that's 52 of the 86 calls; is that  
24 correct?

25 A. Yes.

1           **Q.     So based upon your testimony as to the**  
2 **process that is supposed to be followed, would you say**  
3 **that this shows that in 52 of the 86 instances, those**  
4 **processes were not followed?**

5           A.     This -- the process that's on the  
6 document I testified earlier is our process at the  
7 company. The process that's expected of Allconnect  
8 outlines that they provide the confirmation number when  
9 they've done order verification. This data and the  
10 customers that didn't receive confirmation without  
11 asking is part of the Allconnect process.

12           **Q.     Okay. But your understanding of how the**  
13 **process is supposed to work is that the Allconnect rep**  
14 **is supposed to verify the information, provide the**  
15 **confirmation, and then offer additional services?**

16           A.     Yes, sir.

17           **Q.     Okay. So in 52 of the 86 instances, that**  
18 **process was not followed?**

19           A.     That's correct.

20           **Q.     Does that alarm you?**

21           A.     It concerns me.

22           **Q.     Do you have any reason to believe that**  
23 **that is not a representational -- a representative**  
24 **sample of calls transferred to Allconnect?**

25           A.     I'm sorry, can you say that again? I'm

1     sorry.

2           **Q.     Do you have any reason to believe that**  
3     **that is not a representative sample of calls**  
4     **transferred to Allconnect?**

5           A.     I think if -- no, I don't believe that's  
6     a representation.

7           **Q.     What is the basis for that belief?**

8           A.     Our surveying results I think would be  
9     indicative of if customers weren't receiving that  
10    information consistently, it would be indicative in our  
11    voice of customer serving.

12          **Q.     Well, couldn't it just be that the**  
13    **customer doesn't realize that he or she is supposed to**  
14    **receive that confirmation number before a sales pitch?**

15          A.     That may be possible, yes.

16          **Q.     Let me turn to the next schedule, LAK-s4.**

17          A.     Okay. Yes.

18          **Q.     This schedule indicates that there were**  
19    **80,741 call transfers between January of 2015 through**  
20    **October of 2015; is that correct?**

21          A.     Yes, sir.

22          **Q.     And during that same time period, there**  
23    **were 10,217 instances where Allconnect identified a**  
24    **potential error in the information -- in the customer**  
25    **information; is that correct?**

1           A.     Yes.

2           **Q.     What does Allconnect do when -- when it**  
3 **discovers a potential error in the customer**  
4 **information?**

5           A.     They are sending us a file of error  
6 corrections or possible corrections. That file comes  
7 to the contact center on a daily basis. It identifies  
8 a number of categories in which the error may have  
9 occurred.

10                     One such error that's noted in this, and  
11 I believe I heard you ask a question yesterday about,  
12 you know, why are so many not corrected. One of the  
13 things that's passed back to the company is Allconnect  
14 will spell out apartment in entirety. Well, our system  
15 only allows for abbreviation APT. So we don't consider  
16 that a correction because Allconnect has just suggested  
17 that we put in apartment.

18                     Those are still -- still reviewed,  
19 sorted, and then we correct the ones that actually need  
20 correcting. Names, we entered an error -- a turn-on at  
21 an incorrect address, which is part of the 279.  
22 Approximately I think 96 percent of the 279 were errors  
23 that our CSRs entered the turn-on at an incorrect  
24 address. Those errors really allow us to completely  
25 remove any negative impression that the customer may



1 have because we have the opportunity to correct it  
2 before their turn-on is scheduled.

3 **Q. So the 96 percent of the 279 --**

4 A. Yes.

5 **Q. -- roughly -- roughly 270 or so?**

6 A. Yeah -- I don't have the actual  
7 categories in front of me, but I know it was a large  
8 portion, 245 were incorrect addresses.

9 **Q. Okay. Two forty-five.**

10 A. Yeah.

11 **Q. Is 245 mistakes by your staff out of**  
12 **80,000 a number that -- I mean, obviously you're not**  
13 **comfortable with any mistakes.**

14 A. Right.

15 **Q. But the reality of your job is that you**  
16 **can't change processes or necessarily hire more people**  
17 **just because of a small number of mistakes. But 245**  
18 **mistakes, does that number concern you?**

19 A. It doesn't concern me, but it really --  
20 it goes to our desire to really make that favorable  
21 first impression with the customer. It allows us to  
22 mitigate them having to call us back saying my service  
23 didn't get started when I thought it was going to get  
24 started.

25 **Q. Okay. So prior to your contractual**

1 **relationship with Allconnect, I believe -- well, let me**  
2 **ask this: How did you perform the verification**  
3 **function?**

4 A. The CSR does the order repeat before they  
5 close. We didn't have this added layer prior to our  
6 contractual relationship with Allconnect. So if an  
7 error --

8 Q. So -- I'm sorry.

9 A. That's okay.

10 Q. So prior to Allconnect, you had a repeat  
11 function where the -- where your -- your staff would  
12 repeat the information to verify it; is that correct?

13 A. It's part of our call, yes.

14 Q. And does that still occur?

15 A. During the close of the call, the CSR  
16 will repeat some of that information, yes.

17 Q. So -- so that verification -- that aspect  
18 of the verification process has not changed pre-2013 to  
19 the present?

20 A. That's correct.

21 Q. So the only thing that you've added an  
22 additional verification layer?

23 A. That's correct.

24 Q. Okay. So when -- when you get reports  
25 from Allconnect on the 10,000 potential mistakes and

1    they send you a file in categories of these potential  
2    mistakes, you have staff members that will review those  
3    mistakes?

4           A.     Yes, sir.

5           Q.     Do you have individuals who are  
6    exclusively focused on -- on reviewing those mistakes?

7           A.     No.

8           Q.     So who -- so what -- what staff members  
9    review those potential mistakes?

10          A.     Members of our fulfillment team or  
11    correspondence team. They are responsible for a number  
12    of different activities.

13          Q.     So what could they be doing if they were  
14    not spending their time looking at these 10,000  
15    potential mistakes that all but 279 were not mistakes?

16          A.     The rest of the correspondence work.

17          Q.     So there are some resources being used --

18          A.     Yes, sir.

19          Q.     -- as a result?

20          A.     Yes, sir.

21          Q.     Okay. Do you believe that most customers  
22    are aware that they have a choice as to whether or not  
23    to transfer to Allconnect?

24          A.     I do believe that. I believe that  
25    because we see in our CSR -- when the CSR marks an

1 account ineligible for transfer, one of the very  
2 reasons is other, customer refusal. And 9 percent of  
3 the time, customers are -- are either saying they don't  
4 wish to be transferred or they don't have the time.

5 **Q. So you believe that customers have made**  
6 **an informed decision that they want to be transferred**  
7 **to Allconnect and they know that they don't have to be**  
8 **transferred to Allconnect? Is that your testimony?**

9 A. Yes.

10 **Q. Then why is it that when customers were**  
11 **given the expressed option of transferring, a larger**  
12 **percentage did not do so?**

13 A. I can't answer that because I wasn't in  
14 the department. I wasn't even an employee of the  
15 company at that time. I'm not familiar --

16 **Q. Doesn't it stand to reason that if the**  
17 **company made a decision to change the method by which**  
18 **calls are transferred from a -- from a transfer model**  
19 **to a confirmation model in order to increase the number**  
20 **of calls that are actually transferred, doesn't it**  
21 **stand to reason that -- that that is because they --**  
22 **when there was actual informed choice, a reduced number**  
23 **of calls were being transferred?**

24 A. I really am not privy to that.

25 **Q. Okay.**

1           A.     I would suggest you ask Mr. Caisley. I  
2 know he was involved in that decision.

3           Q.     Okay. I'm going to ask a question that  
4 Ms. Payne asked, but I'm going to -- I'm going to dwell  
5 on a little bit longer, I believe. If the -- the  
6 testimony of your company has been that service is the  
7 -- the Number 1 reason for this -- this particular  
8 contract with Allconnect; is that correct? Providing  
9 quality customer service. That's why you have a  
10 contract with Allconnect?

11          A.     I believe so, yes.

12          Q.     So if -- if your concern for the customer  
13 is the focus, why not give customers the option of  
14 whether to transfer? The expressed option.

15          A.     I suppose we could, but that's not the  
16 process we're currently using, so the contact center  
17 follows the process or the model.

18          Q.     Yeah, to me, that -- that says that the  
19 customer's interest is not the focus of the program.  
20 If -- if in fact it was the focus, you would give  
21 customers the option.

22          A.     But I think by offering the service, the  
23 transfer service, moving them to Allconnect, we're  
24 giving them choices and giving them possibly  
25 convenience.

1           Q.     Are you aware of how other utilities in  
2 Missouri or elsewhere perform this verification  
3 function that is performed by -- by Allconnect?

4           A.     No.

5           Q.     Do you believe that Allconnect personnel  
6 are as well trained as KCP&L customer staff?

7           A.     I can't speak to that directly, but I  
8 believe that they receive extensive training.

9           Q.     Yesterday, we heard a number of audio  
10 recordings of conversations between KCP&L customers and  
11 KCP&L customer service reps concerning the Allconnect  
12 transfer; is that correct?

13          A.     Yes.

14          Q.     Do any of those conversations cause you  
15 any concerns?

16          A.     Yes.

17          Q.     What are those concerns?

18          A.     Well, they didn't meet our expectations.  
19 If customer is not interested in transferring, we are  
20 expected or the CSRs are expected to offer the  
21 confirmation number and close the call. From the  
22 Allconnect side, the expectation from the company is  
23 that the customer will receive the confirmation number  
24 up front. And lastly, when that escalation occurs at  
25 the company, we have a designed process, and

1 unfortunately our representative didn't follow it.

2 **Q. So there -- there appeared to be some**  
3 **confusion on behalf of -- of some of these customers as**  
4 **to the relationship between Allconnect and KCP&L and**  
5 **some confusion as to why they would be transferred; is**  
6 **that correct?**

7 A. It sounded like it from what I could  
8 hear, yes.

9 **Q. And it sounded like there were at least a**  
10 **couple of those customers that had to make multiple**  
11 **phone calls when if -- if the Allconnect contract did**  
12 **not exist, they would not have to do so; is that**  
13 **correct? That's a poorly worded question. Should I**  
14 **rephrase?**

15 A. I think it's possible that at times, we  
16 may not give a confirmation number, even if we were  
17 giving it. When we have -- all humans or systems  
18 involved, it's possible that a customer may have to  
19 call us back for a piece of information related to  
20 their service order or their transaction.

21 **Q. But you -- KCP&L values the customer's**  
22 **personal time, does it not?**

23 A. Yes, sir.

24 **Q. So if a -- if a customer had to make**  
25 **multiple phone calls simply to get his or her electric**

1 service turned on or transferred, that would be  
2 troublesome for you, would it not?

3 A. Yes, it would.

4 Q. And it would be troublesome for you if  
5 there was confusion as a result of the Allconnect  
6 contract; correct?

7 A. Yes.

8 Q. It would trouble you if there was  
9 irritation and frustration?

10 A. Yes.

11 CHAIRMAN HALL: I have no further  
12 questions, thank you.

13 THE WITNESS: Thank you.

14 JUDGE WOODRUFF: Commissioner Kenney.

15 COMMISSIONER KENNEY: Thank you.

16 EXAMINATION

17 QUESTIONS BY COMMISSIONER KENNEY:

18 Q. Good morning.

19 A. Hi, good morning.

20 Q. My questions are a follow-up on what  
21 Commissioner Hall was asking you. How many -- how many  
22 calls a year does the call center receive?

23 A. Almost 4 million in totality. The agents  
24 handle about 1.6.

25 Q. And that's KCP&L, GMO, and Kansas?



1 A. Yes, sir.

2 Q. And we don't know the breakdown of  
3 percentage per state?

4 A. No, I don't.

5 Q. How many -- how many customers in Kansas?

6 A. I don't know that off the top of my head.

7 Q. And don't know how many customers in  
8 Missouri either?

9 A. I don't know, sir.

10 Q. Okay. I'm just -- my -- I'm trying to  
11 find out, it's been stated that ratepayers would --  
12 would incur an expense without Allconnect. That's what  
13 we've been told here. You didn't tell me that, but  
14 that's what I've heard on -- I think it was counsel's  
15 opening and then some testimony. And I'm trying to  
16 understand that. Now, when I make a payment -- does  
17 the customer need a confirmation number for service to  
18 be started?

19 A. No, they do not.

20 Q. So it's just like when I call Allied  
21 Insurance and I pay my -- make my payment and then they  
22 give me a confirmation number --

23 A. Uh-huh.

24 Q. -- that's just for my records?

25 A. Right. It's a consumer desire almost.

1           Q.     No, I understand. It's something that I  
2 think is necessary and I appreciate that KCP&L does  
3 that. Now, I do know there were some situations where  
4 a tenant needs that confirmation number.

5           A.     Yeah, some.

6           Q.     But the majority of your calls probably  
7 -- let's say it's even half and half. It doesn't  
8 really matter.

9           A.     Yeah.

10          Q.     Now, when -- so in 2015, KCP&L had  
11 approximately 100,000 transfers. If you go to the  
12 chart that was on LAK-s4, that said -- that Mr. --  
13 Chairman Hall was talking to you about. It mentioned  
14 that there were approximately 80,000 through October.  
15 So if you add another 16,000, close to a hundred  
16 thousand. Of that, Allconnect notified KCP&L that  
17 approximately -- there could be up to 10,000 mistakes.

18          A.     Potential, yes.

19          Q.     KCP&L gets that information, realizes  
20 after they go through all the services that there's  
21 only 279 mistakes; is that correct?

22          A.     That's correct.

23          Q.     Wasn't that a waste of KCP&L's resources  
24 and the ratepayer's resources if Allconnect calls you  
25 back and says oh -- because they're not trained. They

1 say we've got 10,000 mistakes and you go through all  
2 that process to find out there's actually only 279.

3 A. Well, actually, during this process,  
4 Commissioner, we obviously realize that in this  
5 process, there's some refinement needed. Like I --

6 Q. Is that a cost of resources to the -- to  
7 the company and the ratepayer, to research 10,000 calls  
8 that --

9 A. We're not researching all 10,000 because  
10 immediately, we're sorting out the ones that I  
11 described earlier where Allconnect is passing, you  
12 know, fully printed out apartment.

13 Q. But it takes a little bit of time.

14 A. It takes a little bit of time, yes.

15 Q. Let's go back to those -- those hundred  
16 thousand transfers in 2015. I'm reading the script  
17 that was on -- on 109-HC --

18 A. Yes, sir.

19 Q. -- that was on -- they're not numbered,  
20 so it would be the physical eighth page.

21 A. Okay.

22 Q. And it was the script given after --  
23 after it's transferred and there's about an eight-line  
24 script; correct?

25 A. Yes.

1           Q.     Now, I would think that the first two  
2 lines have to be there regardless. But those other six  
3 lines, how much time do you think it would say your  
4 confirmation number is?

5           A.     It wouldn't take much time.

6           Q.     Okay. So why is it going to cost the  
7 company more time without Allconnect?

8           A.     In the --

9           Q.     Or why is it going to cost the ratepayer  
10 more money without Allconnect?

11          A.     I can't talk specific around costs  
12 because we've not done an analysis; however, what I  
13 would tell you in -- in the case where we've entered an  
14 order at an incorrect address, we've rolled a truck.  
15 And we would have to roll another truck or that same  
16 truck to another location.

17          Q.     So that happened 279 times. And let's  
18 take -- like I did before. So add 20 percent or add  
19 two more months, so it's 228, okay? 328.

20          A.     Yes.

21          Q.     Okay. Now, so that saved those 328  
22 trips; correct?

23          A.     Yes.

24          Q.     Potential?

25          A.     Potentially, yes.

1           **Q.     Because they could have been caught ahead**  
2 **of time.**

3           A.     Not without Allconnect.

4           **Q.     Okay. So Allconnect saved that, but they**  
5 **put you on a little bunny trail on 900 -- or 9,721**  
6 **times?**

7           A.     It takes moments to sort based on the  
8 categories that we're looking at on the file that we  
9 get on a daily basis. Moments.

10          **Q.     Okay. So -- so the expense is rolling**  
11 **those trucks out on those 279 times, potentially?**

12          A.     Yes, or incorrect bill or a number of  
13 different things that could have occurred because of  
14 those 279. Largely, they were turn-on orders entered  
15 at the wrong address. So yes, in this case, it would  
16 be trucks.

17          **Q.     Potentially?**

18          A.     Uh-huh.

19          **Q.     So of 100,000 calls, three hundred,**  
20 **twenty-something times, there might be an error,**  
21 **according to the statistics?**

22          A.     That's correct, according to the  
23 statistics. It's important for us to try to get this  
24 right the very first time.

25          **Q.     Oh, I understand that. Those are pretty**

1     **good percentages, to tell you the truth. I'm**  
2     **impressed.**

3             A.     Thank you.

4             Q.     **Those are -- your staff does a great job.**  
5     **I've been a -- a happy, satisfied customer since they**  
6     **used to be -- well, gone through a couple, MTS, and**  
7     **then Aquila and GMO.**

8             A.     Thank you.

9             Q.     **Well, thank you very much.**

10            A.     Thank you.

11                   JUDGE WOODRUFF: Commissioner Rupp.

12                   COMMISSIONER RUPP: No questions.

13                   JUDGE WOODRUFF: All right, then. We'll  
14     move to recross based on questions from the bench,  
15     being with Public Counsel.

16                   MR. OPITZ: Just a couple.

17                                 RE CROSS-EXAMINATION

18     QUESTIONS BY MR. OPITZ:

19             Q.     **Good morning, Ms. Trueitt.**

20             A.     Good morning.

21             Q.     **I believe Commissioner Hall had asked you**  
22     **about whether customers are aware that they can choose**  
23     **not to be transferred, and I believe your answer was**  
24     **that you think customers are aware that they have a**  
25     **choice.**

1           A.     Yeah, I believe they have an opportunity  
2     to -- to indicate that they're not interested.

3           **Q.     And -- but if you -- if the KCPL reps**  
4     **were to ask them whether they wanted to be transferred,**  
5     **then you would know that those customers know they have**  
6     **a choice; correct?**

7           A.     That's correct.

8           MR. OPITZ:   That's all I have.   Thank  
9     you.

10          JUDGE WOODRUFF:   For Staff?

11          MS. PAYNE:   No questionS, Your Honor.

12          JUDGE WOODRUFF:   Redirect?

13          MR. HACK:   Thank you, Your Honor.

14                 REDIRECT EXAMINATION

15     QUESTIONS BY MR. HACK:

16           **Q.     Good morning, Ms. Trueit.**

17           A.     Good morning.

18           **Q.     Let me get organized here.   I believe it**  
19     **was Chairman Hall who was asking you questions this**  
20     **morning about the rationale for the company choosing**  
21     **the confirmation model that's currently in place versus**  
22     **the transfer model.   Did you make that decision on**  
23     **behalf of company, Ms. Trueit?**

24           A.     I did not.

25           **Q.     Is there a witness for Kansas City Power**

1     **& Light here today who did make that decision and could**  
2     **answer those questions?**

3             A.     Yes, sir, Mr. Chuck Caisley is the best  
4     position to answer those questions.

5             Q.     Thank you. And you also discussed with  
6     Chairman Hall the topic of whether the 86 calls that  
7     Staff listened to and that are reflected on Schedule  
8     LAK-s3 to Ms. Kremer's surrebuttal testimony, whether  
9     you thought that was a representative sample of calls.  
10    Do you recall that?

11            A.     Yes.

12            Q.     Were you here yesterday, Ms. Trueit?

13            A.     I was.

14            Q.     And do you recall Mr. Glasgow agreeing  
15    that approximately 20 of the 86 calls were escalated?

16            A.     That's correct.

17            Q.     And I believe you testified or it's in  
18    the testimony somewhere that there's been a total of  
19    118 escalations from the beginning of the Allconnect  
20    relationship through October of 2015?

21            A.     Yes, sir.

22            Q.     So -- so 20 of the 86 were calls from a  
23    pool of 118 escalated calls?

24            A.     That's what I would assume, yes.

25            Q.     Okay. And then the remaining calls of



1 the 86 approximately, 66 were pulled from the other  
2 approximately 230,000 calls that have been transferred  
3 --

4 A. Yes.

5 Q. -- from KCP&L to Allconnect?

6 A. That's correct.

7 Q. And is that perhaps a reason why you  
8 don't believe that sample is representative?

9 A. Yes.

10 Q. Staff Counsel Payne asked you about  
11 destruction of customer information by Allconnect.  
12 Tell me if you know, if you don't, this is fine. Are  
13 you generally familiar with the contract between  
14 Allconnect and the company?

15 A. Generally, yes.

16 Q. Do you know if there's a provision in  
17 that contract that -- that -- between the company and  
18 Allconnect that precludes Allconnect's use of the  
19 company's customer-specific information for any purpose  
20 other than servicing the contract?

21 A. That's my general understanding, yes.

22 Q. Thank you. Also in your conversation  
23 with Ms. Payne, this time regarding follow-up by  
24 company personnel regarding Allconnect's handling of  
25 escalated calls.

1 A. Uh-huh.

2 Q. You were about to -- to address something  
3 else when -- when you were cut off. Would you like to  
4 finish your thought there?

5 A. Yes, thank you. The other aspect of our  
6 relationship with Allconnect, we a-- s a matter of  
7 practice in the center, we do a lot of quality  
8 monitoring. We also do quality monitoring of  
9 Allconnect calls on a weekly basis. So in addition to  
10 the escalations, we are performing quality monitoring  
11 of calls on our own.

12 Q. Thank you. Now I'm going to go back to  
13 yesterday.

14 A. Okay.

15 Q. We're almost done. Yesterday, Mr. Opitz  
16 asked you about J.D. Power residential customer  
17 satisfaction survey results from 2013, 2014, and 2015.  
18 Do you recall that?

19 A. I do.

20 MR. HACK: May I approach the witness,  
21 Your Honor?

22 JUDGE WOODRUFF: Yes, you may.

23 BY MR. HACK:

24 Q. I've handed you a document, Ms. --  
25 Ms. Trueit, and is -- is that the document you were

1 discussing with Mr. Opitz yesterday?

2 A. Yes.

3 Q. Can you look at the 2013 results and tell  
4 me KCP&L's score for 2013?

5 A. 640.

6 Q. And can you tell me KCP&L's score for  
7 2014?

8 A. 641.

9 Q. And can you tell me KCP&L's score for  
10 2015?

11 A. 660.

12 Q. So if I heard you right, is it true that  
13 KCP&L's score went up every year?

14 A. That's correct.

15 Q. Are you aware or are you the best witness  
16 -- KCP&L witness in this case to talk about J.D. Power  
17 and what moves the needle on J.D. Power?

18 A. No, I'm not. Actually, Mr. Caisley's  
19 group is the one that manages the study, the results,  
20 the analysts, all of that. So he's probably best  
21 prepared to respond.

22 Q. Okay. Thank you. And finally yesterday  
23 during Mr. Opitz's questioning of you, a number of  
24 audio recordings were played back involving calls from  
25 I believe two or three customers. Do you recall that?

1           A.     Yes.

2           **Q.     Do you know what time period those calls**  
3 **were drawn from?**

4           A.     I do not.

5           **Q.     Can you explain to me whether, and why,**  
6 **the call handling might improve over time?**

7           A.     Because there's constant coaching,  
8 constant training, quality monitoring. We use our  
9 Voice of Customer Survey results to help identify areas  
10 where we need to improve and we're taking our employees  
11 off the phones and giving them valuable refresher  
12 training. We do side-by-side coaching.

13          **Q.     Now, did the calls that Mr. Opitz played**  
14 **for you yesterday meet expectations company management**  
15 **has laid out for the handling of such calls?**

16          A.     No, they didn't.

17          **Q.     Can you provide some specifics as to why?**

18          A.     Sure. Couple of things. On one of the  
19 calls, I think I recall that the customer indicated no  
20 interest. And in that case, our expectation is that  
21 the CSR -- the KCPL CSR will provide the confirmation  
22 number and close the call.

23                 In the case where the customer was  
24 transferred to Allconnect, and from what I understand  
25 of the portion of the call, because they were all

1 fractions, they didn't receive their confirmation  
2 number until they asked for it. Our expectation is  
3 that that occurs immediately following the confirmation  
4 of the order.

5 And then the last portions of the call --  
6 or the two calls related to escalations is that in both  
7 cases, our CSRs did not follow our outline process.  
8 And one of the CSRs was a bit too -- maybe a bit too  
9 casual and lacked a little bit of polish.

10 **Q. Can you explain what the company does to**  
11 **minimize the recurrence of poorly handled calls on a**  
12 **going-forward basis?**

13 A. For all of our representatives, calls are  
14 monitored on a monthly basis. That feedback is given  
15 to them. We do side-by-side coaching, and as I said  
16 earlier, we are removing the CSRs from phone activity.  
17 As a matter of fact, in 2015, over 10,000 hours of  
18 training, coaching, meetings were given to the CSRs.

19 **Q. Does the company do anything to assess**  
20 **whether its efforts to minimize the recurrence of**  
21 **poorly handled calls, whether those efforts are**  
22 **effective?**

23 A. Yeah, we -- again, use the Voice of  
24 Customer Survey. Those are customers that have had  
25 recent transactions with call center. We have been

1 sampling them since 2009 and trending upwards in terms  
2 of our CSR performance and impression of the company.

3 **Q. Just a minute.**

4 MR. HACK: That's all, Ms. Trueitt. Thank  
5 you.

6 JUDGE WOODRUFF: Okay. Ms. Trueitt, you  
7 can step down.

8 THE WITNESS: Thank you.

9 JUDGE WOODRUFF: And next witness is  
10 Mr. Scruggs?

11 MR. FISCHER: Yes.

12 (The witness was sworn by Judge  
13 Woodruff.)

14 JUDGE WOODRUFF: You may inquire.

15 DIRECT EXAMINATION

16 QUESTIONS BY MR. FISCHER:

17 **Q. Please state your name and address for**  
18 **the record.**

19 A. My name is Dwight Scruggs. My corporate  
20 address is 980 Hammond Drive, Suite 1000, Atlanta,  
21 Georgia.

22 **Q. By whom are you employed and in what**  
23 **capacity?**

24 A. I am employed by Allconnect. I am the  
25 Senior Vice-President of Client Services and Business

1 Development.

2 **Q. Have you been asked to testify on behalf**  
3 **of Kansas City Power & Light in KCPL Greater Missouri**  
4 **Operations in this proceeding?**

5 A. Yes, I have.

6 **Q. Mr. Scruggs, did you have -- did you**  
7 **cause to be filed in this proceeding rebuttal**  
8 **testimony, which I'll tell you has been marked as**  
9 **Exhibit 103. Did you cause that to be filed in this**  
10 **case?**

11 A. I did.

12 **Q. Do you have any corrections that need to**  
13 **be made to that testimony?**

14 A. I do.

15 **Q. Okay. Please put those on the record.**

16 A. On page 6, line 16, right after "to the  
17 customer," we should insert prior to the word  
18 "Allconnect," next Allconnect discusses the savers  
19 program. This program allows customers the option to  
20 receive discounts from companies like Lowe's or Best  
21 Buy.

22 **Q. Do you have any other corrections that**  
23 **need to be made?**

24 A. No, sir.

25 **Q. If I were to ask you the questions that**

1 are contained in Exhibit 103 as has been amended now,  
2 would your answers be the same?

3 A. Yes.

4 Q. Are they accurate and truthful to the  
5 best of your knowledge and belief?

6 A. Yes, sir.

7 MR. FISCHER: Judge, with that, I would  
8 move for the admission of 103 and tender Mr. Scruggs  
9 for cross-examination.

10 JUDGE WOODRUFF: All right. 103 has been  
11 offered. Any objections to its receipt? Hearing  
12 none, it will be received.

13 (KCPL Exhibit 103 was received into  
14 evidence by Judge Woodruff.)

15 JUDGE WOODRUFF: Cross-examination  
16 beginning with Public Counsel.

17 MS. MAYFIELD: Thank you, Your Honor.

18 CROSS-EXAMINATION

19 QUESTIONS BY MS. MAYFIELD:

20 Q. Good morning, Mr. Scruggs.

21 A. Good morning.

22 Q. Now, Mr. Scruggs, I notice in your  
23 surrebuttal testimony, you have a bachelor of science  
24 degree in accounting; is that correct?

25 A. That is correct.



1           **Q.     So are you familiar with financial**  
2 **accounting concepts in general?**

3           A.     I graduated in 1984, I have not done any  
4 accounting work since then.

5           **Q.     But during your education, did you review**  
6 **basic financial accounting principles?**

7           A.     Yes.

8           **Q.     Would you agree that assets are probable**  
9 **future economic benefits contained or controlled by a**  
10 **particular entity as a result of an event or**  
11 **transaction?**

12          A.     I cannot answer that.

13          **Q.     Do you believe that an asset has**  
14 **essential characteristics like embodying a probable**  
15 **future benefit?**

16          A.     It's been a long time since I took an  
17 accounting course, so I am not qualified to answer that  
18 question.

19          **Q.     I'll make it more general. How would you**  
20 **describe an asset?**

21          A.     Under what context?

22          **Q.     In a business setting.**

23          A.     Something I own.

24          **Q.     So for instance, does Allconnect own the**  
25 **information that it receives when data is transferred**

1 **to it from KCP&L or GMO?**

2 A. Do we own information?

3 **Q. Yeah, you said that an asset is something**  
4 **you own, so do you own that information?**

5 A. The -- I would have to look up the  
6 definition of how we're describing this. Do we own the  
7 information? In my mind, the customer owns their  
8 information.

9 **Q. Do you consider that customer information**  
10 **an asset of Allconnect though?**

11 A. No.

12 **Q. So you would be willing to take -- I**  
13 **mean, if it's not an asset of Allconnect, would you be**  
14 **willing, then, to provide that customer information to**  
15 **any individual that might request it?**

16 A. As a policy, we do not sell our  
17 information to third parties, nor do we spam customers.  
18 That's not our policy.

19 **Q. So you have a policy in place that**  
20 **doesn't protect an asset. Is that what I understand**  
21 **you to say?**

22 A. No.

23 **Q. In your surrebuttal testimony, on page 2,**  
24 **line 12, if you could turn to that, please. There's a**  
25 **term in your testimony called multi-channel**

1 marketplace. Could you explain to me what a  
2 multi-channel marketplace is?

3 A. Yes. I would love to. When we use the  
4 term "multi-channel marketplace," for example, I've  
5 heard the term "telemarketing," we do not do  
6 telemarketing. We're a multi-channel marketplace which  
7 means that we have the ability to use digital, voice  
8 channels to engage with the customer through the  
9 channel that they desire to be engaged in to support --  
10 to offer services to them.

11 Q. Is that a form of advertising, then? I  
12 guess, in your opinion, is that a type of advertising  
13 platform as you've described it?

14 A. No.

15 Q. I guess how is marketing in your opinion  
16 different from advertising?

17 A. How is the term "marketing" different  
18 from "advertising?"

19 Q. In your opinion. I guess, how would that  
20 concept differ?

21 A. If I'm doing an advertisement, I'm doing  
22 a radio, I'm doing a commercial, I'm doing a billboard.  
23 If I'm marketing, I'm reaching out to a customer  
24 directly, in my opinion.

25 Q. So in your opinion, radio, billboards, or

1 television are the direct way to reach a customer? Did  
2 I answer your answer to be correct?

3 A. No.

4 Q. Okay. Well then I guess clarify it for  
5 me.

6 A. I think that radio and billboards in some  
7 cases are definitely not the best way to engage a  
8 customer.

9 Q. Do you think that people find information  
10 out about products or services that Allconnect provides  
11 through your Facebook page?

12 A. They may.

13 Q. Do you guys have a Twitter account?

14 A. Yes.

15 Q. Do you think they might find information  
16 out about the products or services you offer via  
17 Twitter?

18 A. Probably could -- it's possible, but it  
19 would be a very small percentage.

20 Q. To your knowledge, do any of the  
21 businesses that you transact with have Facebook or  
22 Twitter pages?

23 A. Yes.

24 Q. And one of those maybe I heard something  
25 about a savers program and a correction in your

1 **testimony, like Lowe's or Best Buy. Do you think they**  
2 **have a Facebook or Twitter account?**

3 A. Does Best Buy or Home Depot have a  
4 Facebook or home Twitter account?

5 Q. Yes.

6 A. I would assume they do.

7 Q. **And it's safe to assume they probably do;**  
8 **right?**

9 A. Yes.

10 Q. **Do you think that they may communicate**  
11 **with their potential customers about the services or**  
12 **products that they sell through those sites?**

13 A. I am not an expert on marketing by Home  
14 Depot or Best Buy.

15 Q. **Well, as an expert in marketing in**  
16 **general, do you think that that's a logical thing that**  
17 **they're doing with that Twitter and/or Facebook**  
18 **account?**

19 A. I am not an expert in marketing.

20 Q. **What about for business development**  
21 **purposes? I mean, would you consider expanding a**  
22 **customer base a business development practice?**

23 A. Of course.

24 Q. **So in expanding their business**  
25 **development by growth through customers, might they**

1 **utilize Facebook or Twitter to communicate information**  
2 **about their products or services?**

3 A. I'm sorry, repeat that question, please.

4 MS. MAYFIELD: Actually, could I have the  
5 court reporter repeat back my question, please?

6 COURT REPORTER: "So in expanding their  
7 business development by growth through  
8 customers, might they utilize Facebook or  
9 twitter to communicate information about their  
10 products or services?"

11 THE WITNESS: I would assume they might.

12 BY MS. MAYFIELD: .

13 **Q. So it could be in that scenario a form of**  
14 **advertising?**

15 A. It could, yes.

16 **Q. If you turn to page 3, lines 19 through**  
17 **20 in your surrebuttal testimony, you indicate that**  
18 **Allconnect with some of its utility partners, we**  
19 **educate, provide awareness, offer and sell utility**  
20 **products and programs to residential customers in such**  
21 **areas as energy efficiency, renewable energy, demand**  
22 **response, home protection, and home warranty; is that**  
23 **correct?**

24 A. Yes.

25 **Q. Has Allconnect ever offered on behalf of**

1 **KCP&L or GMO any energy efficiency program that KCP&L**  
2 **or GMO offer to its customers?**

3 A. Can we go in-camera for a moment?

4 MS. MAYFIELD: Sure, if you consider this  
5 highly confidential, I have no problem going in-camera.

6 JUDGE WOODRUFF: Okay. We'll go  
7 in-camera.

8 (REPORTER'S NOTE: At this point, an  
9 in-camera session was held, which is contained in  
10 Volume 5, pages 350 to 372 of the transcript.)  
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1 JUDGE WOODRUFF: Okay. We're back in  
2 regular session.

3 BY MS. MAYFIELD:

4 Q. So Mr. Scruggs, I asked you to turn to  
5 page 9, lines 8 through 9 of your surrebuttal  
6 testimony. Are you there?

7 A. Yes.

8 Q. In that, it indicates that since 2013,  
9 Allconnect received over 9,500 survey responses from  
10 company customers. Are those 9,500 survey responses  
11 from KCP&L-GMO customers?

12 A. Yes.

13 Q. Does that 9,500 survey responses from  
14 KCP&L and GMO customers include both Kansas and  
15 Missouri responses?

16 A. I assume so.

17 Q. Continuing on this page to the next line,  
18 you state that in addition, the vast majority of  
19 customers report an improved perception of their  
20 utility's brand. What is a utility's brand?

21 A. A utility brand, we ask a question, did  
22 this improve your perception of the utility for  
23 offering the service or words similar to that. And so  
24 that's how we get that information.

25 Q. Is a utility's brand something that a



1 **utility might want to market?**

2 A. You would have to speak to the utility  
3 about that.

4 **Q. Is a utility's brand something that might**  
5 **be developed through advertising?**

6 A. Maybe. I do know --

7 **Q. Thank you. I think your answer was**  
8 **maybe. Now Mr. Scruggs, are you familiar with how your**  
9 **customer service representatives get paid?**

10 A. Yes.

11 **Q. Did the Office of Public Counsel ask you**  
12 **a question in a data request asking you to provide**  
13 **information about how those service representatives**  
14 **receive remuneration?**

15 A. Yes.

16 **Q. Did you respond to that data request?**

17 A. I'm referring to the deposition, I'm  
18 sorry.

19 **Q. Okay. To your knowledge, was a data**  
20 **request ever sent to anyone at Allconnect regarding how**  
21 **customer service representatives are paid?**

22 A. It may have, and if it were, we probably  
23 would not have given that information because we would  
24 be -- the market's confidential.

25 **Q. Basically, do your customer service**

1 **representatives receive some form of hourly salary?**  
2 **I'm not asking for the amount, I'm just asking the**  
3 **general question. Do they receive an hourly payment?**

4 A. I can respond to that in-camera.

5 Q. **I'm not asking, again, for a specific**  
6 **amount, but in general, are they paid hourly?**

7 MR. FISCHER: Judge, we'd ask that you go  
8 in-camera for this so he can give a more elaborate  
9 answer, I think, and be more responsive.

10 JUDGE WOODRUFF: Okay. We'll go back  
11 in-camera.

12 (REPORTER'S NOTE: At this point, an  
13 in-camera session was held, which is contained in  
14 Volume 5, pages 376 to 377 of the transcript.)  
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1 JUDGE WOODRUFF: And we are back in  
2 regul ar sessi on.

3 MS. MAYFIELD: Mr. Scruggs, I have no  
4 further questions for you. Thank you.

5 THE WITNESS: Thank you.

6 JUDGE WOODRUFF: All right. And we'll  
7 take a break before we go back to Staff's  
8 cross-exami nation. And we'll come back at 10:30.

9 (A break was held.)

10 JUDGE WOODRUFF: Okay. Let's come to  
11 order, please. We're back from break and Mr. Scruggs  
12 is still on the stand and we're moving to Staff for  
13 cross-exami nati on.

14 CROSS-EXAMI NATION

15 QUESTIONS BY MR. DOTTHEIM:

16 Q. Good morni ng, Mr. Scruggs.

17 A. Good morni ng.

18 Q. Mr. Scruggs, does Allconnect refer to the  
19 program that it performs for KCPL-GMO as the movers  
20 server's program?

21 A. Yes, si r.

22 Q. Allconnect has in the past offered to the  
23 utility company partners either an agent transfer model  
24 or a confirmation model of a mover's service program,  
25 has it not?

1 A. Yes, those are two of the options.

2 Q. Okay. And when you say those are two of  
3 the options, what other options are there?

4 A. What I'll define as hybrid. Would you  
5 like for me to explain?

6 Q. Well, when you say "hybrid," you mean  
7 there are variations of the agent transfer model or the  
8 confirmation model?

9 A. Yes.

10 Q. Okay. And in the agent transfer model,  
11 customer consent is required in order for the utility  
12 CSR, that is customer service representative, to  
13 transfer the customer and customer information to the  
14 Allconnect customer service representative; isn't that  
15 correct?

16 A. Ask that question one more time, please,  
17 to be sure I'm clear.

18 Q. Certainly. In the agent transfer model,  
19 customer consent is required in order for the utility  
20 customer service representative to transfer the  
21 customer and customer information to the Allconnect  
22 customer service representative; isn't that correct?

23 A. There can be consent, yes.

24 Q. Well, you say there can be consent.  
25 Isn't consent required?

1           A.     That's why it may be helpful for me to  
2 explain, because we've talked a lot about --

3           **Q.     Well, Mr. Scruggs, if you would just**  
4 **answer my question.**

5           A.     It can -- consent can be required in an  
6 agent transfer model.

7           **Q.     In the confirmation model, customer**  
8 **consent is not required in order for the utility**  
9 **customer service representative to transfer the**  
10 **customer and the customer information to the Allconnect**  
11 **customer service representative; isn't that correct?**

12          A.     That is not totally correct.

13          **Q.     Would you please indicate why that is not**  
14 **totally correct?**

15          A.     Okay. When I refer to the confirmation  
16 model on one end and there is an agent transfer model  
17 on another end. The basic difference between the agent  
18 transfer model and the confirmation model is as  
19 follows: The agent transfer model requires the utility  
20 CSR to do a lot of the talking and explaining the  
21 program.

22                 The confirmation program is designed for  
23 the utility to do less of the talking and explaining.  
24 So what happens is is the scripting that you can design  
25 for the program varies.

1           There are a lot of factors into the  
2 script. There's factors of, you know, what -- does it  
3 roll off the CSR's tongue flowly -- freely. Things  
4 like that. So there's different variations of the  
5 wording of the scripts, but in general, the  
6 confirmation is -- is more assumptive than the agent  
7 transfer model.

8           **Q.       The KCPL-GMO confirmation model does not**  
9 **require customer consent, does it?**

10          A.       That's -- when you say -- are we asking  
11 them do we have permission?

12          **Q.       Yes.**

13          A.       The script -- the way I understand the  
14 script, it does not directly say do I have permission,  
15 no.

16          **Q.       Thank you. Mr. Scruggs, if I could refer**  
17 **you to page 3 of your testimony, the very first line,**  
18 **where you say Allconnect has partnerships with 61**  
19 **energy operating companies. The Staff asked you in a**  
20 **data request to identify the 61 companies that you**  
21 **refer to and to provide the name, city, and state of**  
22 **the companies. And in a data request, that is, Data**  
23 **Request 52 in Case Number EC-2015-0309, and the Staff**  
24 **received a response stating Allconnect has entered into**  
25 **agreements with energy operating companies which**

1 provide that this information is confidential and is  
2 not to be disclosed. Is that -- do you recall that?

3 A. Yes.

4 Q. Okay. And subsequently, I advised  
5 counsel for KCPL-GMO that I was able to find on the  
6 Allconnect Web site news releases that -- that they are  
7 Allconnect news releases that identified over ten --  
8 actually 13, companies that have partnered with  
9 Allconnect and mover service programs. And  
10 subsequently, Staff's Data Request 52 was supplemented.  
11 Do you recall that Data Request Number 52 in Case  
12 Number or File Number EC-2015-0309 was supplemented?

13 A. I do not have a copy of that data request  
14 in front of me.

15 MR. DOTTHEIM: May I approach the  
16 witness?

17 JUDGE WOODRUFF: You may.

18 BY MR. DOTTHEIM:

19 Q. Mr. Scruggs, I'm going to hand you a copy  
20 of Data Request 52. Excuse me, did I hand you a  
21 response that's marked 52-A or -N?

22 A. 0052-A.

23 Q. Okay. Would you please read the  
24 response?

25 A. Please refer to Allconnect's Web site,

1 allconnect.com/corporate/press center for a listing of  
2 many of the utility companies that Allconnect works  
3 with. Due to confidentiality restrictions, not all of  
4 the 61 operating companies are found on the Web site.

5 Q. And as part of that answer, what you read  
6 was a -- an Internet address, which is the site for  
7 press releases on the Allconnect Web site; isn't that  
8 correct?

9 A. Correct.

10 Q. Okay. Thank you. Then subsequently, I  
11 also advised your counsel or counsel for KCPL-GMO that  
12 I was able to find on the -- the Internet a -- a page  
13 which showed the logos and names for companies that  
14 were identified as being partners in the movers  
15 server's program; is that correct?

16 A. You found a --

17 Q. Well, let me --

18 MR. DOTTHEIM: Could I have an exhibit  
19 number?

20 JUDGE WOODRUFF: Sure. Your next one  
21 would be 110.

22 MR. DOTTHEIM: Okay.

23 (Staff Exhibit Number 110 was marked for  
24 identification by the court reporter.)

25 ///



1 BY MR. DOTTHEIM:

2 Q. Mr. Scruggs, have you had an opportunity  
3 to take a look at what's been marked Exhibit 110?

4 A. Yes.

5 Q. Do you recognize that page?

6 A. Yes.

7 Q. Okay. Do you recognize that page as from  
8 the Allconnect Web site?

9 A. It appears to be a page that was on the  
10 Allconnect Web site some time ago.

11 Q. Okay.

12 A. A few years ago.

13 Q. Okay. And do you recognize the logos and  
14 names of the companies that are identified?

15 A. Yes.

16 Q. Okay. And are those companies that at  
17 one time, at least, were members, so to speak, or had  
18 contracts with Allconnect for the program, the movers  
19 server's program that KCPL and GMO presently are  
20 engaged with with Allconnect?

21 A. Every -- if -- this came off of our press  
22 site?

23 Q. Yes.

24 A. We would have gotten permission from our  
25 utilities that we work with to publish that information

1 for that specific purpose on that press site, yes.

2 **Q. Are there any companies that are**  
3 **presently shown on this page that you recognize are no**  
4 **longer engaged actively --**

5 MR. FISCHER: Your Honor, at this point,  
6 I'd ask that we go in-camera if they're going to be  
7 talking about the current partners of Allconnect. I  
8 believe that is very confidential information. I'm not  
9 sure the witness can answer that, but I think that  
10 would be appropriate to go in-camera.

11 JUDGE WOODRUFF: Okay. We'll go  
12 in-camera.

13 (REPORTER™S NOTE: At this point, an  
14 in-camera session was held, which is contained in  
15 Volume 5, pages 386 to 387 the transcript.)  
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1 BY MR. DOTTHEIM:

2 Q. Mr. Scruggs, does Allconnect have any  
3 competitors in its business sector for the business  
4 that you're engaged with, for example, with the mover's  
5 server's program?

6 A. Yes, I would assume that there are people  
7 out there or companies that assume they could do what  
8 we do.

9 Q. Okay. Can you -- can you name any  
10 companies that are direct competitors?

11 A. That would be me making some assumptions.

12 Q. Are you saying that you cannot directly  
13 identify any knowing competitors?

14 A. And you're referring to the conventional  
15 mover's program?

16 Q. Yes.

17 A. The only company that jumps to mind to me  
18 would be a company called Bridgevine.

19 Q. Bridgevine?

20 A. Yes.

21 Q. Is that like the bridge over river and a  
22 vine of a plant?

23 A. Yes. It's like you take the bridge that  
24 you drive across and you hook it up with a vine like  
25 stuff grows on.

1           Q.     Thank you. I wanted to make sure I was  
2     hearing you correctly.

3           Mr. Scruggs, does Allconnect in any of  
4     its engagements ever use a federal/state no-call list?

5           A.     I'm sorry, could you repeat that  
6     question, please?

7           Q.     Yes. You're familiar with a -- with the  
8     federal no-call list?

9           A.     Somewhat.

10          Q.     Okay. Does Allconnect utilize in any of  
11     its engagements a no-call list such as the utility that  
12     Allconnect isn't engaged with has the no-call list and  
13     Allconnect has the no-call list and if there is a  
14     customer who calls in to start up service or transfer  
15     service and if that person is on the no-call list, they  
16     are not transferred to Allconnect?

17          A.     We're not a telemarketer, so we don't use  
18     any list to make calls to people.

19          Q.     Okay. But I'm talking about just in --  
20     in the -- the process of -- of transferring from the  
21     utility to Allconnect. None of the utilities that  
22     you're engaged with nor Allconnect use a federal/state  
23     no-call list?

24          A.     I am not qualified to determine if  
25     transferring a customer to us applies to the law

1 applicable to a no-call list.

2 Q. And I'm not suggesting that it does  
3 apply. I am just asking whether any of the utilities  
4 who Allconnect is engaged with and whether in any of  
5 its engagement Allconnect uses a no-call list. I am  
6 not asserting that the law requires that either the  
7 utility or Allconnect are required to use a no-call  
8 list.

9 A. So I think I'm answering your question  
10 when I say we do not use a no-call list and any  
11 reference of what happens on the utility side, I would  
12 defer that to them.

13 Q. Mr. Scruggs, have you read Mr. Caisley's  
14 rebuttal testimony?

15 A. Briefly, yeah, kind of perused through  
16 it.

17 Q. Okay. Mr. Caisley at page 6, lines 8 to  
18 11 of his rebuttal testimony states that KCPL-GMO have  
19 discussed internally whether the additional  
20 communication channel created by the Allconnect  
21 relationship might be a cost effective way to market  
22 KCP&L-GMO offerings and programs to the KCP&L-GMO  
23 customers. For example, Missouri Energy Efficiency  
24 Investment Act program. Has Mr. Caisley or Mr. Ives  
25 talked with you about that?

1           A.       No, and I am not familiar with that  
2 Missouri Act.

3           MR. DOTTHEIM: I'd like to have another  
4 exhibit marked.

5           JUDGE WOODRUFF: All right. This will be  
6 111.

7           MR. DOTTHEIM: And it's highly  
8 confidential.

9           JUDGE WOODRUFF: All right.

10           (Exhibit Number 111-HC was marked for  
11 identification by the court reporter.)

12 BY MR. DOTTHEIM:

13           **Q.       Exhibit 111 is the second amendment to**  
14 **Allconnect Direct Transfer Service Agreement.**  
15 **Mr. Scruggs, have you had a chance to look at Exhibit**  
16 **111?**

17           A.       Yes, sir.

18           **Q.       Do you recognize Exhibit 111?**

19           A.       Yes, sir.

20           **Q.       Okay. I believe that there is in the --**  
21 **in the record the contract, the Allconnect Direct**  
22 **Transfer Service Agreement and the first amendment, but**  
23 **I don't believe other than Exhibit 111, there is the**  
24 **second amendment. If I could ask you to turn to the**  
25 **last page, the fifth page. There are a number of**

1 services that are identified on that page. And the  
2 last item three Service Home Surge Protection product.  
3 Is that the service that you were referring to earlier  
4 this morning?

5 A. Yes.

6 Q. Okay. The two other services, the Home  
7 Wire Product, which is the first service, and the  
8 second service, the Home Water Heater Product, has --  
9 has Allconnect customer service representatives been  
10 engaged since June 2013 in selling either one of those  
11 products, that is in its engagement with -- with KCP&L  
12 and GMO?

13 A. As far as my memory serves me --

14 Q. Yes.

15 A. We've offered the surge product. The  
16 other two products, I would defer to Mr. Caisley,  
17 because I'm not familiar with us offering those two.

18 MR. DOTTHEIM: I'd like to have another  
19 exhibit marked, 112.

20 (Staff Exhibit Number 112 was marked for  
21 identification by the court reporter.)

22 BY MR. DOTTHEIM:

23 Q. Mr. Scruggs, have you had a chance to  
24 take a look at what's been marked as Exhibit 112?

25 A. Yes, I have.

1 Q. Okay. Do you recognize Exhibit 112?

2 A. I do.

3 Q. Okay. And the response is -- it's a  
4 supplemental response to Data Request 58, and the  
5 supplemental response is to questions F and G, which  
6 are in regards to the purging of information, the  
7 activity by -- by Allconnect. Could you please explain  
8 the response, data is purged after 35 days in  
9 compliance with payment card industry data security  
10 standards? The purge is done automatically using a  
11 script that runs against the database?

12 A. I don't think that I can explain it any  
13 better than our IT people explained it right here.

14 Q. Okay. I'd like to refer you to your  
15 testimony, again I'd like to refer you to your first  
16 schedule. If you would take a look, it's the customer  
17 satisfaction survey.

18 A. I don't have a copy of that in front of  
19 me.

20 MR. HACK: Did I leave the copy I left  
21 with you when Ms. Mayfield was talking to you?

22 THE WITNESS: Oh, I have a copy of my  
23 rebuttal testimony. I didn't bring that up here with  
24 me.

25 MR. HACK: Let me see if I have it.



1 BY MR. DOTTHEIM:

2 Q. Okay. If you take a look at page 1,  
3 Schedule DS-1, and very first line, Allconnect sales  
4 survey confirmation version. There is a agent transfer  
5 version of the customer satisfaction survey?

6 A. To my knowledge, there's not a different  
7 version, but I could be wrong. I don't think so. I  
8 think this is the same version.

9 Q. Okay. I'd like to refer you to the  
10 paragraph under customer satisfaction survey.

11 A. Uh-huh.

12 Q. The last sentence, for participating in  
13 our survey, you will be entered into a monthly giveaway  
14 for a \$50 Visa gift card. Is it deemed necessary to  
15 have a monetary gift in order to induce participation  
16 in the survey?

17 A. I would not say induce someone in a  
18 survey, but to encourage to get as many survey  
19 responses as possible so that we can continuously  
20 improve the services that were offered to our  
21 customers.

22 Q. Mr. Scruggs, has Allconnect performed any  
23 study as -- as to the cost it incurs in verifying the  
24 customer information and in providing the confirmation  
25 number to the KCP&L and GMO customers?

1 A. Not to my knowledge.

2 Q. Mr. Scruggs, in the Allconnect KCP&L-GMO  
3 movers service program, who usually prepares the  
4 scripts for the utility customer service  
5 representatives? Is it the utility, in this case KCP&L  
6 and GMO, Allconnect, or is it a joint effort?

7 A. It is a joint effort.

8 MR. DOTTHEIM: May I approach the  
9 witness?

10 JUDGE WOODRUFF: You may.

11 BY MR. DOTTHEIM:

12 Q. Mr. Scruggs, I'm going to hand you a copy  
13 of the response to Staff's Data Request 29 in  
14 Case Number EW-2013-0011?

15 A. Okay.

16 Q. I'd like you to look at the documents  
17 that are attached to the response. Do you recognize  
18 the documents?

19 A. I do not recognize the specific document,  
20 no.

21 Q. Okay. You don't recognize the documents?

22 A. No, but it looks like a QA guide that we  
23 would use.

24 Q. Thank you, Mr. Scruggs. I have no  
25 further questions.

1 JUDGE WOODRUFF: Do you wish to offer  
2 110, 111, and 112?

3 MR. DOTTHEIM: Yes.

4 JUDGE WOODRUFF: Okay. Exhibits 110,  
5 111, and 112 have been offered. Any objections to  
6 their receipt? Hearing none, they will be received.

7 (Staff Exhibit Numbers 110, 111, and 112  
8 were received into evidence by Judge Woodruff.)

9 JUDGE WOODRUFF: We'll come up for  
10 questions from the bench. Mr. Chairman.

11 EXAMINATION

12 QUESTIONS BY CHAIRMAN HALL:

13 Q. Good morning.

14 A. Good morning, sir.

15 Q. How many contracts, ballpark, does  
16 Allconnect have with utilities providing the similar  
17 service that it provides at KCP&L?

18 A. Can I go in-camera to --

19 Q. Sure. I'll leave that to the judge.

20 JUDGE WOODRUFF: We will go in-camera,  
21 then.

22 (REPORTER'S NOTE: At this point, an  
23 in-camera session was held, which is contained in  
24 Volume 5, pages 397 to 403 of the transcript.)  
25

1 JUDGE WOODRUFF: We're back in regular  
2 session.

3 BY CHAIRMAN HALL:

4 Q. Your direct testimony on pages 4 and 5,  
5 there is some discussion of the -- of the Washington  
6 Utilities and Transportation Commission Order with  
7 regards to Allconnect; is that correct?

8 A. Yes, sir.

9 Q. And in that case, that commission  
10 determined that its rule required written consent for  
11 -- for customer information to be shared with a third  
12 party; is that correct?

13 A. Yes, sir.

14 Q. How does that rule in Washington differ  
15 from the rule that we have in Missouri that on the face  
16 of it requires consent for -- for information to be  
17 transferred from a utility to a third party?

18 A. I am not totally familiar with your rule,  
19 but on the surface, what I see is that the Washington  
20 was written permission.

21 Q. And the Missouri rule just requires  
22 consent, and that's the important distinction upon  
23 which you rely?

24 A. I'm not familiar -- that familiar with  
25 the Missouri rule.

1           **Q.     Are you aware of any other cases in other**  
2 **states other than the case filed in Missouri and the**  
3 **case filed in Washington concerning Allconnect and this**  
4 **particular program?**

5           A.     I'm sorry, sir, could you repeat that  
6 question, please?

7           **Q.     Fair enough. Are you aware of any cases**  
8 **that have ever been filed, complaint cases that have**  
9 **ever been filed concerning Allconnect, other than the**  
10 **ones in Washington and this one here in Missouri?**

11          A.     To my knowledge, we've never had a case  
12 filed directly against Allconnect.

13          **Q.     Yeah, let me rephrase it. A case that**  
14 **would involve the services provided by Allconnect filed**  
15 **in a commission, a PUC or a PSC Commission?**

16          A.     Not to my knowledge.

17          **Q.     Do you have schedule LAK-s3 that is**  
18 **attached to the surrebuttal testimony of Lisa Kremer at**  
19 **your disposal?**

20          A.     I do not have it in front of me, sir.

21          **Q.     I'll give you a moment to look it over.**

22          A.     Okay.

23          **Q.     Okay. Have you seen this document**  
24 **before?**

25          A.     I have not, no.

1           Q.     Okay. This document is the result of --  
2 of staff investigation as to 86 phone calls between  
3 KCP&L customers and Allconnect service representatives.  
4 Is that what this document appears to be to you?

5           A.     Yes.

6           Q.     Okay. It would indicate that on page 2,  
7 that of the 86, there were 29 where total confirmation  
8 numbers were not given, 18 where total confirmation  
9 numbers were given after the sales presentation, and  
10 five where the customer had to ask for the confirmation  
11 number. Do you see that?

12          A.     Yes.

13          Q.     So that -- you add up those three numbers  
14 and you get 52 of the 86 calls. Is my math correct?

15          A.     Correct.

16          Q.     Now, my understanding is that Allconnect  
17 service reps are supposed to verify the information,  
18 provide the confirmation number, and then make a sales  
19 pitch as to additional services; is that correct?

20          A.     There's one step in between. Before they  
21 talk about the home services is the savers with the  
22 Home Depot or Best Buy.

23          Q.     Okay. It would appear to me, and I'm  
24 interested in whether or not you agree or disagree, it  
25 would appear to me that of these 86 calls, 52 did not

1 **conform to that process. Would you agree?**

2 A. Based on what this data is showing, yes,  
3 sir.

4 **Q. Does that cause you some concern?**

5 A. Yes, it does, because that's -- that's --  
6 I've never seen anything like this.

7 **Q. Let me turn to the next schedule, LAK-s4**  
8 **attached to the surrebuttal testimony of Ms. Kremer.**  
9 **Have you seen this document before?**

10 A. Yes.

11 **Q. Okay. So this document would appear to**  
12 **show that between January of 2015 and October of 2015,**  
13 **there were 80,741 calls transferred by KCP&L to**  
14 **Allconnect; is that correct?**

15 A. Yes.

16 **Q. It would also indicate that Allconnect**  
17 **noted potential customer information errors in roughly**  
18 **one in eight of those call transfers, 10,217; is that**  
19 **correct?**

20 A. The 279?

21 **Q. The 10,217, those are -- this is my**  
22 **understanding, those are -- of the 80,741, those are**  
23 **the ones that Allconnect service reps are telling**  
24 **KCP&L that there's a potential mistake in the customer**  
25 **information; is that correct?**

1 A. Yes.

2 Q. Then it turns out on this document that  
3 only 279 of those are actual mistakes in the customer  
4 information provided to KCP&L; is that correct?

5 A. Yes.

6 Q. How do you account for the difference  
7 between 10,217 and 279?

8 A. Based on this information, we have a  
9 procedure that needs to be modified because the gap  
10 should not be that wide.

11 Q. So you -- you don't see a gap that wide  
12 with other utilities?

13 A. No.

14 Q. So what would you attribute that gap to,  
15 if you -- if you know?

16 A. I don't know. But it's evidence that we  
17 should sit down and make some tweaks and modifications  
18 to make sure that the -- maybe we tweak what  
19 corrections we're sending over.

20 Q. Do you know why Ameren Missouri  
21 discontinued the program with Allconnect?

22 A. I do not.

23 Q. Going back to the transfer model and  
24 confirmation model, and then you said this hybrid in  
25 between, would you -- would you describe the -- the



1 model that's employed with KCP&L as a hybrid or would  
2 you say that it is a confirmation model?

3 A. Confirmation model.

4 Q. Okay. Could you give me -- give us some  
5 of the advantages and disadvantages of the transfer  
6 model compared to the confirmation model?

7 A. Okay. Can I go in-camera for this,  
8 please?

9 CHAIRMAN HALL: Sure.

10 (REPORTER'S NOTE: At this point, an  
11 in-camera session was held, which is contained in  
12 Volume 5, pages 410 to 413 of the transcript.)  
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1 JUDGE WOODRUFF: All right. We're back  
2 from lunch. And they put some new batteries in my  
3 remote so I can now control the television screen  
4 again.

5 When we took a break for lunch, the  
6 Chairman was asking questions of Mr. Scruggs, so we'll  
7 resume there.

8 BY CHAIRMAN HALL:

9 Q. Welcome back.

10 A. Thank you, sir.

11 Q. I believe my last question was -- or was  
12 about to be does -- does Allconnect provide scripts or  
13 proposed scripts to the utility that it contracts with  
14 for these services?

15 A. Yes.

16 Q. So -- and that would be for a transfer  
17 model or a confirmation model?

18 A. Yes. We have a list of scripts that we  
19 are -- or examples of scripts that we'll use and we'll  
20 generally sit down with that utility and talk about  
21 which script we think would work well for the program.

22 Q. So if I wanted to see sample scripts for  
23 transfer model, confirmation model, or some of these  
24 hybrid models, are those scripts in -- in the record?

25 And I'm turning that question towards

1 **attorneys.**

2 MR. HACK: I honestly do not know,  
3 Commissioner.

4 MR. THOMPSON: Some of them are, I'm  
5 told.

6 MR. HACK: It may just be the  
7 confirmation model that KCP&L uses.

8 BY CHAIRMAN HALL:

9 **Q. So if I wanted to get transfer model**  
10 **scripts put in the record, would that be something that**  
11 **-- that KCP&L or Allconnect could facilitate?**

12 A. Yes, we could facilitate different script  
13 examples.

14 **Q. Okay. Well, I would appreciate looking**  
15 **-- looking at those scripts. Now, would -- these would**  
16 **just be samples, they wouldn't necessarily be ones that**  
17 **are used by particular utilities?**

18 A. Yeah, they would be -- we would prefer to  
19 provide you examples and take the utility's name out of  
20 it.

21 **Q. Okay. That would be good. One script**  
22 **that I would like specifically is the script used by**  
23 **KCP&L during that 2005 to 2007 time period where the**  
24 **transfer model was used. Is that script in the record?**

25 MR. THOMPSON: Not to my knowledge.

1 MR. DOTTHEIM: No.

2 CHAIRMAN HALL: Well, Judge, could we be  
3 sure that that script is included in the record?

4 JUDGE WOODRUFF: Okay.

5 CHAIRMAN HALL: I have no further  
6 questions, thank you.

7 JUDGE WOODRUFF: Commissioner Kenney?

8 COMMISSIONER KENNEY: No, sir.

9 JUDGE WOODRUFF: Commissioner Rupp.

10 COMMISSIONER RUPP: I just have one.

11 EXAMINATION

12 QUESTIONS BY COMMISSIONER RUPP:

13 Q. Good afternoon.

14 A. Good afternoon.

15 Q. Your company is based in Atlanta?

16 A. Yes, sir.

17 Q. And what is your rating with the Better  
18 Business Bureau?

19 A. Last time I checked, I can double-check,  
20 but it was, like, an A rating.

21 COMMISSIONER RUPP: Okay. Thank you.

22 JUDGE WOODRUFF: Commissioner Coleman.

23 COMMISSIONER COLEMAN: No.

24 JUDGE WOODRUFF: All right. Then we'll  
25 go back to recross based on questions from the bench,

1 beginning with Public Counsel.

2 RE CROSS-EXAMINATION

3 QUESTIONS BY MS. MAYFIELD:

4 Q. Yes, Mr. Scruggs, just a few short  
5 questions.

6 I believe in response to a question from  
7 Chairman Hall, you indicated that Allconnect, the  
8 majority of the programs were contracts you enter into  
9 with other utility companies are the confirmation  
10 model-type; is that correct?

11 A. Yes.

12 Q. Do utility companies get paid more per  
13 call for the confirmation model versus the transfer  
14 model?

15 A. I --

16 MR. FISCHER: Do you need to go in HC on  
17 that, Mr. Scruggs?

18 THE WITNESS: Yes.

19 JUDGE WOODRUFF: We will go in-camera.

20 (REPORTER'S NOTE: At this point, an  
21 in-camera session was held, which is contained in  
22 Volume 5, pages 418 to 419 of the transcript.)  
23  
24  
25

1 MR. DOTTHEIM: No questions.

2 JUDGE WOODRUFF: All right. Any  
3 redirect?

4 MR. FISCHER: Just briefly, Your Honor.

5 REDIRECT EXAMINATION

6 QUESTIONS BY MR. FISCHER:

7 Q. Mr. Scruggs, I believe the Chairman or  
8 one of the Commissioners asked you about complaints in  
9 other states. Do you recall that line of questioning?

10 A. Yes.

11 Q. Has Allconnect received other feedback  
12 from state commissions other than complaints that  
13 you're aware of?

14 A. Yes, we -- we've received positive  
15 feedback from commissions of staffing in many cases.

16 Q. Would you explain what that was related  
17 to?

18 A. Whether it's in certain states, like  
19 Pennsylvania, where we help customers promote choice,  
20 you know, and they'll talk about the impact that  
21 Allconnect has made in that state, or other states  
22 where we've done programs, you know, places like  
23 California as well.

24 Q. Is this feedback from commissions?

25 A. Yes.

1           **Q.     At one point, I think it was the Public**  
2 **Counsel that asked you about when you signed up for**  
3 **electric service, whether you expected to be -- to get**  
4 **your electric service. Do you recall that line of**  
5 **questioning?**

6           A.     Yes.

7           **Q.     And I believe you said you'd be wowed if**  
8 **they helped me with other stuff. What other stuff and**  
9 **why would you be wowed?**

10          A.     Well, generally, what happens during the  
11 customer experience when they come over, it's --  
12 everybody -- everybody in here has moved, probably at  
13 least once, and moving is extremely stressful. And so  
14 customers, we know that 70 percent of the time, they  
15 contact the electric company first. And so the next  
16 call generally for the majority of the time is they  
17 know they're going to have to call the Internet  
18 provider, cable provider, whatnot.

19                 So when they get on that -- when that --  
20 that offer's made to them, they might say a lot of  
21 times generally they're wowed, it's because now I don't  
22 have to make that call. So for example, what really  
23 wows them is that even if they've tried to go on the  
24 Internet and get services, they often may find out that  
25 the way service providers are set up, me and another

1 person can be in the same subdivision and what's  
2 available at my house may not be available at their  
3 house.

4 So part of the wow factor is that we do  
5 what we call a service ability check. So we know when  
6 that customer comes over exactly what services are  
7 available in their house. So the conversation starts,  
8 the consultative conversation starts with what's  
9 available for them.

10 And I guess the last thing I'll say to  
11 that is some customers come over and they may say I  
12 want cable. But in dialogue with that customer, they  
13 say they want the NFL Ticket. They don't realize that  
14 that cable provider does not offer that, you know,  
15 specific channel. So through the consultative process,  
16 you are able to explain that to them, get them in the  
17 right television packages that they want.

18 In many cases we may have elderly people  
19 that basically don't even understand what the Internet  
20 is and we take the time to explain what the Internet  
21 is. And so even in that period of -- that book of  
22 customers that don't make a purchase, they still have  
23 become educated in many cases, and that's based on  
24 feedback and verbatims that we receive from customers.

25 **Q. I believe the -- the Chairman may have**



1 asked you about your agents being highly motivated to  
2 make sales or to get services installed, I'm not sure  
3 what exactly it was, highly motivated. Does that mean  
4 that they are pushy or aggressive?

5 A. It's possible for an agent to be pushy,  
6 but our whole infrastructure and policies and  
7 procedures are designed to present -- prevent pushy or  
8 rude behavior. One, you know, we don't get compensated  
9 for just placing orders. Secondly, our agents are what  
10 I consider best in class. We QA them several times, do  
11 a quality assurance check randomly throughout the week  
12 on them to catch any potential issue of being pushy or  
13 rude. And if someone is pushy or rude, we -- we take  
14 corrective disciplinary actions as necessary. And then  
15 also, we provide that as coaching opportunities.

16 The thing that I would want to point out  
17 is that it's just not in our best interest because the  
18 good thing is that we work with utilities across the  
19 country. One of the areas of opportunity is that we  
20 work with utilities across the country. Which means  
21 that escalations, customer satisfaction issues can be  
22 escalated to that commission, but also the utilities  
23 that we work with in many cases -- in most cases, if  
24 we're not providing -- if there are complaints that go  
25 up the utility, we shut the program down.

1                   So it's in our best interest to do  
2 everything possible, although we're dealing with humans  
3 and people make mistakes or there can be a rogue  
4 person, but we do everything within our power and it's  
5 our best interest to make sure that we're providing the  
6 best service possible.

7                   **Q. I believe the Chairman also asked you**  
8 **about the chart found on Schedule LAK-s3, the 85 or 86**  
9 **calls that the Staff listened to. Do you recall that?**

10                  A. Yes.

11                  **Q. Were you in the hearing room earlier in**  
12 **this process when you heard that the Staff had**  
13 **specifically requested 20 escalated calls to be**  
14 **included in that batch?**

15                  A. Yes.

16                  **Q. Is an escalated call by nature a call**  
17 **that has some issue associated with it?**

18                  A. By nature, yes.

19                  **Q. And I believe he was commenting or asking**  
20 **you about the fact that a fairly high percentage of**  
21 **these calls have some -- some issue, they didn't get**  
22 **their confirmation number or it was given after the**  
23 **sales presentation. Do you recall that?**

24                  A. Yes.

25                  **Q. Would that kind of data be consistent**

1 with the customer satisfaction surveys that you've  
2 included in your testimony where 86 to 88 percent of  
3 the customers are highly -- are very much satisfied  
4 with Allconnect?

5 A. No, that would not be consistent with  
6 that.

7 Q. And I believe the Public Counsel did ask  
8 you about that customer survey. Can you explain how  
9 Allconnect does that survey in terms of you have the  
10 arrange from one to ten and on ten being the most  
11 satisfied, and I guess my question is that 86 to 88  
12 percent, is that the top three boxes of being highly  
13 satisfied, very satisfied?

14 A. Yes.

15 Q. Okay. I believe you were asked a  
16 question about perhaps why did surge protection stop or  
17 -- is there someone else in the KCP&L team that would  
18 be able to answer that question?

19 A. Yes, Mr. Caisley.

20 Q. Along that line, too, I believe you may  
21 have indicated an amount of money that was associated  
22 with a truck roll, rolling the truck to service a  
23 customer to initiate service. Is there someone at the  
24 company that perhaps could give a more specific number  
25 for KCP&L?

1 A. Yes, Mr. Caisley.

2 Q. Mr. Caisley? Okay.

3 MR. FISCHER: That's all I have, Judge.

4 Thank you.

5 JUDGE WOODRUFF: Thank you. You may step  
6 down.

7 THE WITNESS: Thank you.

8 JUDGE WOODRUFF: And Mr. Caisley is the  
9 next on the list.

10 MR. HACK: Yep.

11 (The witness was sworn by Judge  
12 Woodruff.)

13 JUDGE WOODRUFF: You may inquire.

14 DIRECT EXAMINATION

15 QUESTIONS BY MR. HACK:

16 Q. State your name for the record, please.

17 A. Charles A. Caisley.

18 Q. And Mr. Caisley, by whom are you  
19 employed?

20 A. KCP&L.

21 Q. And have you caused to be prepared and  
22 filed in this proceeding certain rebuttal testimony  
23 that I'll advise you has been marked for identification  
24 as Exhibit 100?

25 A. Yes, I did.

1           Q.     And do you have any corrections or  
2 changes that need to be made to that testimony at this  
3 time?

4           A.     No, I do not.

5           Q.     Mr. Caisley, if I were to pose to you  
6 today the questions that are -- that are contained in  
7 that testimony, would your answers as set forth in that  
8 testimony be substantially the same?

9           A.     Yes, it would.

10          Q.     And are those answers true and correct to  
11 the best of your information, knowledge, and belief?

12          A.     They are.

13                 MR. HACK: With that, I would move for  
14 the admission of Exhibit 100, and tender Mr. Caisley  
15 for cross.

16                 JUDGE WOODRUFF: 100, and I believe it's  
17 HC and NP.

18                 MR. HACK: You are correct. Thank you.

19                 JUDGE WOODRUFF: They've been offered.  
20 Any objections to their receipt? Hearing none, they  
21 will be received.

22                 (KCP&L Exhibits 100-HC and 100-NP were  
23 received into evidence by Judge Woodruff.)

24                 JUDGE WOODRUFF: Cross-examination, we  
25 begin with Public Counsel.

CROSS-EXAMINATION

QUESTIONS BY MS. MAYFIELD:

**Q. Good afternoon, Ms. Caisley. In addition to your employment with Kansas City Power & Light, are you also an officer with Great Plains Energy Company?**

A. I am.

**Q. What is -- I guess can you describe what Great Plains Energy Company is in relation to Kansas City Power & Light and GMO, please?**

A. Certainly. They are -- Great Plains Energy, Incorporated is the holding company for the operating utilities that include Kansas City Power & Light, KCPL-GMO, and other subsidiary companies.

**Q. What services does Great Plains Energy Services provide to KCP&L --**

A. The --

**Q. -- and GMO?**

A. Sorry, just wanted to make sure, Great Plains Energy, Incorporated?

**Q. I guess Great Plains Energy Services. Sorry.**

A. Oh, Great Plains Energy Services. I just wanted to make sure because there's a distinction between the two.

**Q. Sorry about that.**

1           A.     It's essentially just a contracting  
2 vehicle to eliminate, to be, as I understand it, it's a  
3 more efficient way and eliminates redundant paperwork,  
4 essentially.

5           **Q.     And what services does Great Plains**  
6 **Energy Services provide to Great Plains Energy,**  
7 **Incorporated?**

8           A.     You know, I probably wouldn't be the best  
9 to -- to answer that. I don't know off the top of my  
10 head what services would be provided from Great Plains  
11 Energy Services to the holding company. The holding  
12 company has a relationship with operating companies  
13 that I'm a little more familiar with, but...

14          **Q.     All right. Thank you.**

15          A.     Yeah.

16          **Q.     If you could please turn to page 7 on**  
17 **your rebuttal testimony, please.**

18          A.     Certainly. Okay.

19          **Q.     I would just direct your attention to**  
20 **lines 14 through 17.**

21          A.     Uh-huh.

22          **Q.     There you state that innovation with**  
23 **vendors who can provide mobile alerts, text messaging,**  
24 **mobile device apps, e-mailing services, and other**  
25 **channels are all potential communications and marketing**

1 channels provided by third parties like Allconnect that  
2 would be threatened if the company were prohibited from  
3 continuing its relationship with Allconnect. Is that  
4 still a consistent statement today?

5 A. It is.

6 Q. Is Kansas City Power & Light and GMO, are  
7 they unable to provide those type of services as  
8 described in lines 14 through 17 directly?

9 A. You know, I think almost anything in  
10 there we could probably provide. When we make a  
11 determination as to whether we're going to do something  
12 or whether we're going to use a vendor to do it,  
13 usually it involves multiple different things. One is  
14 staffing levels at our company. Secondly is cost, you  
15 know, what is a better cost structure, is it more  
16 expensive or less expensive for us to do it versus a  
17 vendor.

18 And then, you know, I think another  
19 consideration is just expertise. We're experts in many  
20 things, infrastructure among them. Call center  
21 representatives are trained and are very good at  
22 handling customer service issues. You know, there's a  
23 lot of things that we want to keep internally, but  
24 there are other companies that may have expertise or  
25 may keep up with technological trends that -- that we



1 don't have the resources or wouldn't want to invest the  
2 resources in order to do.

3 And so there are a number of cases, not  
4 just within communications and customer service, but  
5 all across our company operations where we choose to  
6 use third-party vendors and to differing degrees, it  
7 may involve the transfer of some customer data or  
8 customer information in order to utilize those vendors.

9 **Q. But specifically, if Kansas City Power &**  
10 **Light or GMO wanted to send out a text message, could**  
11 **it?**

12 A. We could.

13 **Q. And if you wanted to e-mail your**  
14 **customers directly, if you had their e-mail, you could**  
15 **e-mail them directly?**

16 A. We could, we could and do both of those  
17 things in some situations and in others we utilize  
18 third parties and platforms.

19 MS. MAYFIELD: Thank you, Your Honor. No  
20 further questions.

21 THE COURT: All right. For Staff?

22 MR. THOMPSON: Thank you, Judge.

23 CROSS-EXAMINATION

24 QUESTIONS BY MR. THOMPSON:

25 **Q. Good afternoon, Mr. Caisley.**

1           A.     Good afternoon, Mr. Thompson. How are  
2     you?

3           **Q.     I'm fine, thank you. It's nice to see**  
4     **you again.**

5           A.     Nice to see you. Sorry. I was just  
6     thinking I've never testified here before, so. I'm  
7     excited. I've always wanted to, but Mr. Ives never  
8     allows me to actually do it, so...

9           **Q.     Okay. Ms. Mayfield touched upon the**  
10    **question of who your employer is and what your**  
11    **relationship is with Great Plains Energy. And at the**  
12    **risk of being redundant, I think you told us that your**  
13    **employer is KCP&L; correct?**

14          A.     Yes.

15          **Q.     And that you are also an officer of Great**  
16    **Plains Energy?**

17          A.     That is correct.

18          **Q.     Okay. Are you employed by GMO?**

19          A.     I do not believe so.

20          **Q.     And -- and are you an officer of GMO?**

21          A.     No, I do not believe so.

22          **Q.     And you would agree with me that is a**  
23    **separate distinct corporation?**

24          A.     I would agree with you, that that is  
25    correct.

1           **Q.     And as far as you know, it's in good**  
2 **standing with the Secretary of State?**

3           A.     I believe it is, but I haven't checked  
4 recently.

5           **Q.     Okay. But as far as you know, the**  
6 **corporate formalities are observed?**

7           A.     Correct.

8           **Q.     So the veil exists between GMO and the**  
9 **parent, for example?**

10          A.     I think in the way you're using it, yes,  
11 I would agree with that.

12          **Q.     Okay. And are you employed by Great**  
13 **Plains Energy Services?**

14          A.     No, I am not.

15          **Q.     Okay. And have never been so far as you**  
16 **know?**

17          A.     Not to my knowledge.

18          **Q.     Okay. And you're not an officer with**  
19 **Great Plains Energy Services?**

20          A.     No, I am not.

21          **Q.     Okay. But Great Plains Energy Services**  
22 **is also a separate and distinct corporation; isn't that**  
23 **correct?**

24          A.     It is.

25          **Q.     In fact, all four of the corporations**

1 we've mentioned are separate and distinct corporations?

2 A. That's correct.

3 Q. And as far as you know, they're all in  
4 good standing?

5 A. As far as I'm aware, yes.

6 Q. And as far as you are aware, the  
7 formalities have been observed?

8 A. I would agree with that as well.

9 Q. Okay. I'm going to show you a document,  
10 if I may approach.

11 JUDGE WOODRUFF: You may.

12 BY MR. THOMPSON:

13 Q. Now, this is already in evidence. It is  
14 Schedule CRH-d2 to Mr. Hyneman's direct testimony, but  
15 for convenience, I have taken it out and stapled it as  
16 a separate document.

17 JUDGE WOODRUFF: Do you want to mark it?

18 MR. THOMPSON: I don't think so, since  
19 it's already in evidence, but whatever you prefer,  
20 Judge.

21 JUDGE WOODRUFF: And is this highly  
22 confidential.

23 MR. THOMPSON: It's marked HC, so I  
24 believe it is.

25 JUDGE WOODRUFF: All right.

1 MR. THOMPSON: You would consider this  
2 highly confidential; is that correct?

3 MR. HACK: Yes, the Allconnect contract  
4 is highly confidential.

5 BY MR. THOMPSON:

6 Q. If you would take a look at page -- if I  
7 can find it here, there it is -- page 9 of 20.

8 A. I'm there.

9 Q. Okay. And would you agree with me that  
10 that is your signature there?

11 A. I would agree with you, yes, that is my  
12 signature.

13 Q. Okay. And so in fact, you executed the  
14 original, the fundamental Allconnect direct transfer  
15 agreement; isn't that correct?

16 A. That is correct.

17 Q. It says here May 6th of 2013?

18 A. Yep, that is correct.

19 Q. All right. And looking at the legend on  
20 the signature there, it says Great Plains Energy  
21 Services, Incorporated on behalf of itself and its  
22 affiliates referenced herein. Do you see that?

23 A. I do.

24 Q. Now, you were, however, at that time  
25 neither an employee nor an officer of Great Plains

1 **Energy Services, Incorporated; isn't that correct?**

2 A. That is correct.

3 **Q. So did you have authority to sign that**  
4 **document?**

5 A. My understanding from our procurement  
6 department is that, yes, I did have authority to sign  
7 that.

8 **Q. Okay. Was there, if you know, a**  
9 **resolution of the Board of Directors of Great Plains**  
10 **Energy Services, Incorporated authorizing you to enter**  
11 **into this agreement on its behalf?**

12 A. I am not aware of any resolution from the  
13 board of directors, but I couldn't tell you that  
14 doesn't exist.

15 **Q. I understand.**

16 A. I'm not aware of it.

17 **Q. Okay. So from your perspective in the**  
18 **ordinary course of business, you were handed this**  
19 **document to sign and you did so?**

20 A. I did, at advice of both legal counsel  
21 and of procurement. It went through our normal  
22 procurement process. And I would add that many of the  
23 contracts that I sign are, you know, have that  
24 signature block where it's Great Plains Energy  
25 Services, Incorporated on behalf of itself and its

1 affiliates referenced herein. So this would not be out  
2 of character with how I sign a large majority of the  
3 contracts with vendors.

4 **Q. Okay. And I don't mean to imply that**  
5 **there's anything amiss or questionable with this. I'm**  
6 **simply trying to understand how it works.**

7 A. Certainly.

8 **Q. Now, would you agree with me that the**  
9 **affiliates that are referenced herein are KCPL and GMO?**

10 A. I would agree that the contract that I  
11 signed is most of the duties and responsibilities go  
12 between Kansas City Power & Light and KCP&L-GMO and  
13 Allconnect.

14 **Q. Okay. If you take a look at page 1 of**  
15 **20, under the general terms and conditions at the**  
16 **middle of the panel, there's a Paragraph 1, recitals.**

17 A. Yep.

18 **Q. And I think that explains that -- well,**  
19 **in fact, why don't you read that Paragraph 1.1, if you**  
20 **would?**

21 A. Certainly. Paragraph 1.1 under recitals,  
22 "The purpose of this Agreement is to implement a mover  
23 services program (the "Program") whereby Kansas City  
24 Power & Light Company and KCP&L GMO (hereinafter  
25 collectively referred to as ("KCP&L"), both affiliates

1 of GPES, will transfer customer calls and website  
2 visitors to Allconnect for the purpose of Allconnect  
3 offering transferred customers utility, communications,  
4 and other household products and services. As part of  
5 this Program, Allconnect will provide benefits to  
6 KCP&L, which include independent verification of  
7 information within the electric order. Upon  
8 verification of the order information, Allconnect will  
9 provide to KCP&L corrections or adjustments for KCP&L  
10 system updates."

11 **Q. Thank you very much. So now I understand**  
12 **you're an attorney, Mr. Caisley; correct?**

13 A. A fully recovered one.

14 **Q. And where did you go to law school?**

15 A. St. Louis University.

16 **Q. And where are you licensed?**

17 A. I am no longer licensed in Missouri or  
18 Kansas.

19 **Q. No longer licensed. Okay. But**  
20 **nonetheless, on the basis of your legal education,**  
21 **would you consider KCPL and GMO to be bound by this**  
22 **contract?**

23 A. If I utter the words on the basis of my  
24 legal education, our general counsel will have me in  
25 her office in five minutes and I'm not authorized to do



1 that on behalf of the company. What I can tell you is  
2 that it would appear to me from a common reading of  
3 this where it says both affiliates of GPES, that the  
4 recitals here do declare Kansas City Power & Light  
5 company and KCPL-GMO for the purposes of this contract  
6 anyway to be affiliates of GPES.

7 **Q. Okay. And -- and you would agree with me**  
8 **that everyone has behaved as though they were bound by**  
9 **this contract; isn't that correct?**

10 A. Yes, and I believe we are bound by the  
11 contract.

12 **Q. The calls have been transferred by KCPL**  
13 **and GMO; correct?**

14 A. Absolutely.

15 **Q. And Allconnect has performed under the**  
16 **contract; isn't that correct?**

17 A. Absolutely.

18 **Q. Okay. Now switching gears a little bit,**  
19 **were you present for Mr. Fischer's opening statement**  
20 **yesterday?**

21 A. Yeah, I was. I was in the courtroom --  
22 or the hearing room for that.

23 **Q. Now, my notes tell me that Mr. Fischer**  
24 **explained that the words "works" and "system" do not in**  
25 **his opinion include information. Did you hear that or**

1     **did I mishear it?**

2             A.     I believe he did say that, correct.

3             Q.     Okay. And I have another thing for you  
4     to look at, which I have copies of, which may or may  
5     not be helpful. This is Section 386.020, which is the  
6     definitions section from the Public Service Commission  
7     law. While I'm handing this out, why don't you take a  
8     look through that and see if you can find definitions  
9     of either "works" or "system."

10            Well, hang on to that, because we'll need  
11   that later. The affiliate transaction rule that I  
12   mistakenly handed out. Here's the statute. I  
13   apologize.

14           A.     No, that's all right.

15           Q.     My paper management skills obviously need  
16   to be enhanced. If you would take a look at that, I  
17   only have the one copy of that, and tell me if you find  
18   a definition for either "works" or "systems." That is  
19   386.020; isn't that correct?

20           A.     Yes, it is.

21           Q.     Okay.

22           A.     Section 386.020.1 of Missouri Revised  
23   Statutes. And you want me to take a look and see if  
24   there's definitions for?

25           Q.     Just take a look and see if you can find

1     **a definition for "works" and "system."**

2           A.     At a very quick glance, it doesn't appear  
3     to have those definitions. And to be clear, all I did  
4     was look at the words in quotes at each paragraph to  
5     just see if they -- I saw "works" or "systems."

6           Q.     **I understand. And I don't really mean to**  
7     **put you on the spot.**

8           A.     That's okay.

9           Q.     **And I apologize if you feel that way.**

10          A.     No, I don't.

11          Q.     **I just wanted to show, to demonstrate**  
12     **that, in fact, those definitions don't occur in there,**  
13     **as far as you can see. You would agree with that?**

14          A.     Yeah, my cursory review, I don't -- I  
15     don't see them.

16          Q.     **And there are rules, would you agree,**  
17     **there are rules that courts and commissions use to**  
18     **determine the meaning of words in statutes where the**  
19     **legislature has not provided a definition; isn't that**  
20     **correct?**

21          A.     That is correct.

22          Q.     **And we can at least agree that there is**  
23     **nothing in the statute that excludes information from**  
24     **works or system; isn't that correct?**

25          A.     I did not read anything in there.

1           **Q.     Based on your review?**

2           A.     Yeah.

3           **Q.     Okay. Thank you. Now, were you present**  
4 **for the testimony of Mr. Klote yesterday?**

5           A.     No, I was not.

6           **Q.     You were not. Okay. Well, you know**  
7 **Mr. Klote, don't you?**

8           A.     I do.

9           **Q.     And you understand he's an accountant?**

10          A.     Yes.

11          **Q.     And would you be surprised if I told you**  
12 **that he testified that the revenue realized from the**  
13 **agreement with Allconnect is booked below the line?**

14          A.     No, I would not be surprised.

15          **Q.     Okay. In fact, did you know already that**  
16 **that was the case?**

17          A.     I did, yes.

18          **Q.     Okay. And that there are costs that are**  
19 **also booked below the line to reflect the costs that**  
20 **are incurred in that relationship?**

21          A.     That is my understanding, correct.

22          **Q.     Okay. So you would agree with me that**  
23 **that is an unregulated business operation?**

24          A.     Yes, I would -- I would say that from  
25 KCP&L's perspective, that this is an unregulated --

1           **Q.     Business operation?**

2           A.     -- business operation, correct.

3           **Q.     That's how it's treated?**

4           A.     Yes, correct.

5           **Q.     Okay. Now, the document that I handed**  
6 **you in error, which I told you to keep, which is in**  
7 **fact, the affiliated transaction rule.**

8           A.     Got it.

9           **Q.     I wonder if you would take a look at**  
10 **Section 1 of the definitions on the first page,**  
11 **left-hand column, about halfway down the page,**  
12 **definition 1(B), which tells us what an affiliate**  
13 **transaction is. And one, two, three, four -- six lines**  
14 **down within that definition 1(B), do you see that?**  
15 **There's a clause that begins with the words, "and shall**  
16 **include all transactions." Do you see that?**

17          A.     I do.

18          **Q.     Okay. I wonder if you could read that**  
19 **clause.**

20          A.     You want me to read that clause?

21          **Q.     Yes, sir.**

22          A.     Okay. Certainly. "And shall include all  
23 transactions carried out between any unregulated  
24 business operation of a regulated electrical  
25 corporation and the regulated business operations of a

1 electrical corporation."

2 Q. Thank you very much. And would you agree  
3 with me that the purpose of that clause would be to  
4 expand the reach of the Affiliate Transaction rule to  
5 transactions that would not otherwise be included?

6 A. I don't know that I understand the  
7 question.

8 Q. Okay. Fair enough. Fair enough. I'll  
9 withdraw that question.

10 Now I wonder if you would agree with me,  
11 if in fact, the conduct that KCPL and GMO engage in  
12 through the relationship with Allconnect, if that  
13 conduct, in fact, violates a statute or rule of the  
14 Commission, then it is irrelevant that the conduct  
15 bestows a benefit on many of the callers?

16 A. So let me just make sure I understand.

17 Q. Absolutely.

18 A. You're saying if there is -- if a  
19 business practice of the utility corporation violates a  
20 statute, then it is irrelevant that there's a benefit  
21 to utility customers insofar as this case is concerned,  
22 in determining whether this is a proper thing.

23 Q. Yes, sir.

24 A. Yeah, I mean, I think if -- if this  
25 Commission or anybody else were to find that the

1 conduct that we're doing is breaking a statute, that  
2 would be the first issue that, you know, we would have  
3 to -- that would be dealt with, yes.

4 **Q. And insofar as you know, does KCP&L**  
5 **believe there are any limitations on what it can do**  
6 **with information it collects from its customers?**

7 A. Yes, we certainly do believe there are  
8 limitations on -- on what the utility can do with  
9 customer information, certainly.

10 **Q. In fact, you would agree with me, would**  
11 **you not, that you make -- you take pains to maintain**  
12 **the confidentiality of customer information?**

13 A. Absolutely.

14 **Q. You train your employees to maintain the**  
15 **confidentiality of customer information?**

16 A. Absolutely.

17 **Q. And sometimes this information is**  
18 **valuable, is it not?**

19 A. Sometimes, yes.

20 **Q. For example, you may have access to**  
21 **credit card numbers that are used to pay a bill; isn't**  
22 **that correct?**

23 A. That is correct.

24 **Q. And you take steps to ensure that that**  
25 **information is not disclosed?**

1           A.     That is correct.

2           **Q.     And that it's not misused by any**  
3 **employees?**

4           A.     That is correct.

5           **Q.     Okay. And in the business world, you**  
6 **also understand, do you not, that customer lists are**  
7 **sometimes valuable?**

8           A.     Absolutely.

9           **Q.     And -- and many businesses take steps to**  
10 **maintain the confidentiality of their customer lists?**

11          A.     Absolutely.

12          **Q.     And the customer information provided to**  
13 **Allconnect under this agreement is at least valuable to**  
14 **Allconnect, isn't that true?**

15          A.     I wouldn't want to characterize what  
16 Allconnect finds valuable or not valuable.

17          **Q.     Okay. That's fair enough. But you would**  
18 **agree that there's money obtained in -- as a result of**  
19 **that exchange?**

20          A.     I guess I don't follow, money obtained?

21          **Q.     In other words, doesn't Kansas City Power**  
22 **& Light realize a stream of revenue from this**  
23 **relationship?**

24          A.     Yes, Kansas City Power & Light is paid  
25 per transferred call, correct.



1           **Q.     Okay. And so one way, at least, to look**  
2 **at that is that Kansas City Power & Light is being paid**  
3 **for the information that's transferred?**

4           A.     I guess you could characterize it that  
5 way, certainly.

6           **Q.     May not be the only way to look at it?**

7           A.     Sure.

8           **Q.     But it's one way?**

9           A.     It's one way to look at it, uh-huh.

10          **Q.     Okay. Now, does -- if you know, does**  
11 **KCP&L consider that it owns the information it collects**  
12 **from its customers?**

13          A.     I guess I've never thought about that and  
14 I'm not sure what all the relevant laws or rules may be  
15 in that area. Certain information is public, but just  
16 how certain information, you know, there are multiple  
17 laws that bear on what can be disclosed and what can't,  
18 and then there's information probably that falls  
19 somewhere in between.

20          **Q.     Okay. And -- that I think's all the**  
21 **questions I have. Thank you very much, Mr. Caisley.**

22          A.     Absolutely, thank you.

23                 JUDGE WOODRUFF: Come up for questions  
24 from the bench. Mr. Chairman?

25                         ///

EXAMINATION

QUESTIONS BY CHAIRMAN HALL:

**Q. Good afternoon, Mr. Caisley.**

A. Good afternoon, Mr. Chairman.

**Q. My understanding is that between 2005 and 2007, KCP&L had a contractual relationship with Allconnect similar to the contractual relationship at issue today, but with at least one difference being that a transfer model was used as opposed to a confirmation model; is that correct?**

A. That is my understanding. I just want to clarify, just so -- I will answer to the best of my ability, but for part of that, I wasn't an employee there -- for most of that, I wasn't an employee, so it's what I've heard. It's hearsay. It's from other folks that I've gleaned.

**Q. But there was a -- a contract between KCP&L and Allconnect for those -- for that time period, was there not?**

A. That's my understanding.

**Q. And have you reviewed that contract at any point in time?**

A. I have not, no.

**Q. Are you aware of any other differences between that contractual relationship, 2005 to 2007,**

1     **and the one at issue here today, other than transfer**  
2     **model versus confirmation model?**

3             A.     No, I'm not aware. I don't know what the  
4     terms of that agreement was, but I do know that there  
5     was, you know, the difference between the two models.

6             **Q.     Do you know why that contract was**  
7     **terminated in 2007?**

8             A.     Well, as you can imagine, when this was  
9     first surfaced and it was surfaced by folks who are  
10    ultimately on my team at KCP&L, but they would like to  
11    begin working with Allconnect again. As part of the  
12    due diligence that, you know, we did, one of the  
13    questions I had was, okay, wait a minute. So we did  
14    this before, why did we stop?

15            And so talked to a number of different  
16    folks, and my understanding is there were three or four  
17    reasons why we stopped. First, the transfer model  
18    wasn't working and was causing problems in our call  
19    center and wasn't resulting in a lot of calls being  
20    transferred. Principally, what would occur is a  
21    customer would call in and when we talked to them about  
22    why we were transferring them to Allconnect and asked  
23    them if they would be willing to do that, what happened  
24    a great many times is they would say, well, do they  
25    have this service provider or that service provider,

1 and they would start asking questions that our call  
2 center representatives frankly weren't prepared to  
3 answer.

4 So it ended up being confusing, it ended  
5 up being time-consuming, which could have the effect of  
6 hurting other performance matrix that we care very much  
7 about, and ultimately, it did not result in a  
8 significant number of people being transferred. So if  
9 you take that into consideration, my understanding at  
10 the time was that there was not a significant amount of  
11 training that went on to start the program.

12 Q. Okay. Let me -- okay. So the first  
13 reason was there were not -- well, I guess there were  
14 two actually that you mentioned.

15 A. Yeah.

16 Q. One, there were not a sufficient number  
17 of calls being transferred, and then second, that it  
18 was taking up the valuable time of -- of your customer  
19 service agents?

20 A. That is correct. Those are two reasons.

21 Q. Okay. In terms of taking up the  
22 significant amount of time because there were questions  
23 about what services Allconnect was prepared to offer,  
24 didn't KCP&L have a list of what those services were?

25 A. Certainly, but what we might not be able

1 to answer is whether those services were available to  
2 that particular customer, because even back then, it  
3 was very geographic. You might be able to get this  
4 here, but somebody else can't get it.

5 **Q. Okay. Concerning -- and that -- that**  
6 **makes sense to me.**

7 **Concerning the other problem that you**  
8 **mentioned that not a significant amount of calls were**  
9 **being transferred, why were those calls not**  
10 **transferred?**

11 A. Because ultimately, the person chose not  
12 to be transferred. After having a dialogue with the  
13 customer service representative, they would make the  
14 determination they did not want to be transferred.

15 **Q. And do you believe that the customer is**  
16 **-- is the best equipped to understand what is in his**  
17 **other her interest?**

18 A. I mean, another way of putting that is  
19 the customer is always right. So yes, if the customer  
20 made the determination after an exchange with a  
21 customer service representative that they didn't have  
22 the time or for whatever reason they didn't want to be  
23 transferred, I would say that that is a valid and  
24 they're the best position to do that.

25 I would also add, though, that if you've

1 had a thoroughly confusing or unsatisfactory exchange  
2 with a customer service representative who may have  
3 been getting frustrated as well, that that might have  
4 impacted that decision.

5 **Q. Do you believe that that -- do you**  
6 **believe that it is possible to develop some type of**  
7 **script to alleviate some of that confusion so that**  
8 **there is still consent required for the transfer to**  
9 **occur, but the -- but it could work to reduce the**  
10 **confusion and the amount of time that your agents would**  
11 **have to take on the call?**

12 **A.** I think it is something that is  
13 definitely worth considering and something the company  
14 would be open to doing. If the Commission were to find  
15 that even -- we were in a vague area in this consent  
16 area, given some of Mr. Ives' testimony and things like  
17 that, I think that's something we would definitely  
18 consider. What I would hope is that, you know, we  
19 would be able to work to find a script that didn't  
20 cause some of the issues that -- that were apparent  
21 before.

22 **Q. You mentioned that there were a couple of**  
23 **reasons why -- why the decision was made to -- to**  
24 **cancel the contract with Allconnect. And you've**  
25 **mentioned two. Are there any other ones?**

1           A.       There are. The two others that I -- that  
2 came up in my conversations with employees who were  
3 familiar with it were these things: One, we did not do  
4 a very good job, and by "we," I mean KCP&L, did not do  
5 a very good job in training our call service  
6 representatives doing the scripts in a tight manner  
7 back then and so there was a lot of confusion and just  
8 generally it did not launch very well. We did not do a  
9 good job.

10                   The second thing, or I guess the fourth  
11 thing, second thing in this round is by the end, when  
12 we made the decision to -- to stop doing Allconnect, it  
13 was right at the beginning of when we were starting to  
14 take a look at a merger, potentially, or an acquisition  
15 with Aquila and having two different call centers, two  
16 different customer information systems, and all of that  
17 that was starting to take place, we just made the  
18 determination we didn't do a good job launching it,  
19 it's resulting in consternation at the call center,  
20 consternation with customers, and now we've got this  
21 acquisition of two different centers. It just didn't  
22 make sense to keep doing it at that time.

23           **Q.       Under the terms of that contract, could**  
24 **-- could either party opt out at any time?**

25           A.       Just to be clear, either party is?

1           **Q.     KCP&L or Allconnect, back in the contract**  
2           **that was in place between '05 and '07?**

3           A.     I never looked at that contract, but my  
4           understanding was that we were able to end the  
5           relationship with Allconnect with no issues associated  
6           with it.

7           **Q.     And in the current contract that's in**  
8           **place, is that arrangement the same, that either party**  
9           **can -- can terminate the contract with no penalties?**

10          A.     My recollection, and I haven't read the  
11          contract in several years, but my recollection is that  
12          both parties can walk away with proper notice given.  
13          And I will tell you that our experience has been when  
14          we've wanted to change something, even when it's not  
15          clearly spelled out in the contract, we've been able to  
16          do that and do it almost immediately.

17          **Q.     Do you know the percentage of calls that**  
18          **were transferring to Allconnect in the 2005 to 2007**  
19          **time period?**

20          A.     No, I don't. I wish that I did, because  
21          it would be a great benchmark, particularly if we were  
22          to make changes to what we're doing now to understand,  
23          you know, the difference between performance then,  
24          performance under confirmation, and then perhaps with  
25          another script now.



1           **Q.     Is that a number that could be obtained?**

2           A.     We can try. I'd certainly be willing to.

3           MR. HACK: We can certainly look for it.  
4 I have no idea if it's available, but we will look and  
5 submit it into the record if -- if we can find it.

6           CHAIRMAN HALL: Okay. Fair enough.

7 BY CHAIRMAN HALL:

8           **Q.     And I believe this number is in the**  
9 **record, but I can't find it right now. What is the**  
10 **percentage of calls that are -- that are transferring**  
11 **currently with Allconnect?**

12          A.     Oh, you mean calls -- calls?

13          **Q.     Eligible calls that are transferred?**

14          A.     I believe it's about 70 percent, but I'd  
15 have to look that up to verify that.

16          MR. HACK: If you look at Ms. Trueit's  
17 testimony, her rebuttal, I believe she testifies that  
18 23 percent of eligible calls are not transferred, so  
19 it's 77.

20          CHAIRMAN HALL: Okay. Thank you.

21 BY CHAIRMAN HALL:

22          **Q.     If -- if the Commission were to determine**  
23 **that the current program is either violative of one of**  
24 **these rules or the statute or is otherwise contrary to**  
25 **the public interest, and indicated that in order for**

1 such a program to continue, it needed to include  
2 customer consent, informed customer consent, and any  
3 revenues from the program needed to be booked above the  
4 line, do you think that the company would continue some  
5 type of relationship with Allconnect?

6 A. Well, I think -- there's a couple things  
7 to that. First, the answer would be yes, because we  
8 also are doing this in Kansas and so far as we know,  
9 there's no issue in Kansas. And so we would continue  
10 to do it for Kansas customers substantially the same  
11 way we're doing it today.

12 That said, if we were to change the  
13 process for Missouri and we found it to be better  
14 either for customer satisfaction or for any other  
15 reason, we would consider adopting it in Kansas. In  
16 terms of would we change the script, would we look to  
17 do something very specific from a -- a consent  
18 standpoint and/or would we consider putting this into  
19 the calculation of rates, all of those things are  
20 things that we would be willing to do.

21 The thing I think that is very important  
22 is it does not detract from the customer service  
23 representative's primary job for KCP&L, and that the  
24 second thing is that it is still a positive for  
25 customer satisfaction.

1           **Q.     Do you have a view as to whether or not**  
2           **the Allconnect business arrangement could result in**  
3           **higher revenues in the future? Is there -- is there a**  
4           **long-term plan or strategy with the Allconnect business**  
5           **relationship?**

6           A.     That -- that might be the best question  
7           asked so far. So we get roughly the same number of  
8           people that start and stop service, plus or minus, you  
9           know, a few thousand every year, because the service  
10          territory, while it's growing, isn't growing quickly,  
11          and it's a rather seasonal thing. And so, you know,  
12          it's right around the 75 to 85,000 folks every year do  
13          it.

14                 And so if you look at the revenue that we  
15          get from it, this is not a growth business. In other  
16          words, the 250 to \$400,000 that comes in in revenue, we  
17          would expect to stay substantially the same except if  
18          we were to at some point just for inflation purposes or  
19          something like that adjust the per call transfer amount  
20          that was given.

21                 In other words, most of the businesses  
22          that we look to get into, we like to see growth in  
23          revenue. We do not see this as a growth opportunity  
24          for revenue, whether or not it's above the line or  
25          below the line. At the end of the day, though, we do

1 see some potential growth areas for the relationship  
2 for Allconnect, which while I don't know if I would  
3 characterize it as increase in revenue, I would  
4 characterize it as an exceptionally good platform for  
5 marketing some other programs and services. And  
6 specifically what I'm talking about -- and so could be  
7 a growth in our utility operations.

8 And that would very specifically be  
9 programs targeted at residential customers under the  
10 Missouri Energy Efficiency Investment Act. And what we  
11 know from multiple utility summits where we've met with  
12 a bunch of our other utility partners and the due  
13 diligence that we did on this, is there are a couple  
14 dozen utilities who use the Allconnect platform in and  
15 out of -- of the move space to say hey, these are some  
16 things you might want to consider as you go into a new  
17 home, whether it be light bulbs, where it be weather  
18 audits, there's a number of different things.

19 And what I can tell you having extensive  
20 now knowledge in this area is that their customer  
21 acquisition rates, both from a percentage of customers  
22 that they talk to as well as a cost for acquiring  
23 customer participation in a program is better than  
24 anything else that -- that we do.

25 To contrast, if we send out an e-mail,

1 whether it is us or a vendor on our behalf, we get  
2 about 30 percent of the people who receive that e-mail  
3 even open it. From there, it drops down to what we  
4 call a click-through rate, which is about 9.6 percent  
5 of people actually look at the content. And then it  
6 goes down to 4 or 5 percent of people who will actually  
7 click on a link within that e-mail and go look at, you  
8 know, whatever the program offering is on our Web site.  
9 And then finally, it's less than 1 percent, generally  
10 speaking, of people that will actually enroll given  
11 that particular channel.

12 All channels differ, but Allconnect gets  
13 right around 30 percent participation and is an  
14 extremely cost effective and extremely timely mechanism  
15 with which to -- for some of these programs to -- to  
16 get customer interest in programs.

17 And so I think one of the things that we  
18 would be very interested in doing is using this for  
19 relevant energy efficiency programs. And so to the  
20 extent that we're successful with energy efficiency  
21 programs, certainly there's performance incentives and  
22 revenue implications for the regulated entity. So that  
23 could be an area of growth. We would anticipate having  
24 that growth anyway, and just maybe not as cost  
25 effectively or as easily if we couldn't use the

1 Allconnect platform.

2 **Q. Why could -- why can't your customer**  
3 **service representatives provide information about the**  
4 **MEEIA program and various products or services**  
5 **available?**

6 A. They could, and to a limited extent, they  
7 have scripts that deal with it. But you're talking  
8 about 14 or 15 different programs that vary sometimes  
9 by jurisdiction. And the primary reason that we have  
10 the call center representatives are to deal with very  
11 specific issues like billing, like customer service  
12 issues that they need to resolve.

13 And what you find is if you -- if you  
14 have them now doubling as a sales force, your average  
15 speed of answer and a whole host of other things become  
16 more complicated at the call center. So we would much  
17 rather take a trained professional used to talking  
18 about these kinds of programs and get it out of our  
19 average speed of answer, get it out of what the primary  
20 business is, and that would be a great example of -- of  
21 using a vendor that has a -- an expertise.

22 **Q. Tell me about the home surge protection**  
23 **product.**

24 A. Certainly. So -- and I believe this goes  
25 back a decade or even more. But as I'm sure the

1 Commission is aware, our responsibility for damages  
2 that can be incurred as a result of things that happen  
3 to our system is -- is principally limited at the meter  
4 going into the house. And the rules of the -- of the  
5 Commission and the PSC and the laws of the state say  
6 that customers shouldn't be responsible in rates for  
7 damages that occur 99 percent of the time in somebody's  
8 home or business.

9               So what we offer is a surge protection on  
10 the meter as well as coverage up to a certain amount  
11 for damages that could occur, whether it's from storms,  
12 whether from it's a surge on our system that that is  
13 caused by. Could be caused by somebody hitting a pole,  
14 it could be caused by somebody else on the system using  
15 electricity in a way that causes something to happen, a  
16 myriad of other things, and that is -- that's a product  
17 that we've offered at various levels for upwards of a  
18 decade.

19           **Q.       Is that a regulated product?**

20           A.       It is not a regulated product.

21           **Q.       The home water heater product, what is**  
22 **that?**

23           A.       Same theory for both that and home  
24 wiring. These are appliances or -- or wires -- wiring  
25 within a house that we have similar programs for,

1 although I would add we never used Allconnect for  
2 either home water heater or home wiring.

3 **Q. But you did use them for surge**  
4 **protection?**

5 A. Yeah, yes, we did.

6 **Q. For what period of time?**

7 A. You know, I believe, I got it in my notes  
8 here. I think it was maybe March of 2014 until August  
9 of 2015.

10 **Q. And why did you discontinue that aspect**  
11 **of the arrangement?**

12 A. That's a great question. We discontinued  
13 because Allconnect was too good, meaning that we saw a  
14 spike of enrollments in surge protection that we did  
15 not anticipate, we did not anticipate as many customers  
16 would enroll in the program when we modeled what we  
17 thought we could reasonably expect. And as a result,  
18 what was occurring is the way we provisioned surge  
19 protection, you know, on the back end once you did your  
20 order, it was sometimes two, three, or four weeks  
21 before you would get -- we could get the surge  
22 protection installed.

23 We thought that overall, that was not a  
24 good customer experience to have to wait two to four  
25 weeks for KCP&L to be able to get out and install



1 something that you wanted right around the time that  
 2 you moved, and so we made the determination, despite  
 3 the fact that enrollment was the very best it had been  
 4 in, you know, in a decade, that if we could not  
 5 provision and provide a customer service that was --  
 6 was adequate to meet those numbers, we should  
 7 discontinue it until we -- we could find a way to do  
 8 that.

9 And then I would add that while we've  
 10 worked on that problem and I think we would be better  
 11 at it today, by the time we figured out that we  
 12 thought, you know, we could do a better job of  
 13 provisioning the surge protection program, it was clear  
 14 that this was going to be something that we would go in  
 15 front of the Commission and have a conversation about,  
 16 so we didn't want to restart it just to stop it again,  
 17 but would wait to see how -- how this proceeding  
 18 resolved.

19 **Q. Okay. Turning to the -- to the**  
 20 **Allconnect direct transfer service agreement that**  
 21 **Mr. Thompson provided you a moment or so ago, I'm**  
 22 **looking through it, I don't see where it is specified a**  
 23 **transfer model versus a confirmation model. The only**  
 24 **thing I see is -- is on page 11, it says that the**  
 25 **transfer script should create awareness that the**

1 consumer is being transferred to a third party. And  
2 then it says the parties will work together to prepare  
3 such a script. Did I miss it or is it -- does it --  
4 does it specify the type of model to be used somewhere  
5 in this -- in this service agreement?

6 A. If -- if somebody knows the answer to  
7 that, I'd be happy to refresh my memory that way. My  
8 recollection is that it does not, and as a matter of  
9 fact, there are certain places in here where it is  
10 left, what I will call operationally vague so that  
11 basically what the language says is that both companies  
12 will work together to come up with the proper process  
13 or the proper way to do it.

14 Q. Okay.

15 A. And the reason for that is that we've  
16 continually refined how we do some of these things over  
17 time and you want the contract to be flexible enough to  
18 incorporate some of those changes without having to go  
19 back into some kind of a renegotiation.

20 CHAIRMAN HALL: I have no further  
21 questions. Thank you.

22 THE WITNESS: Thank you.

23 JUDGE WOODRUFF: Commissioner Kenney?

24 COMMISSIONER KENNEY: Thank you, Your  
25 Honor.

EXAMINATION

QUESTIONS BY COMMISSIONER KENNEY:

**Q. Welcome back to Jefferson City, Mr. Caisley.**

A. Brand new day, different setting, but similar cast of folks, so...

**Q. I just have the three previous witnesses for KCP&L all said that Mr. Caisley's going to come up.**

A. I counted 47 times, actually. Got me a little worried.

**Q. I know Mr. Ives had this in his testimony, but just briefly, on the -- I know Staff went to the AG on a few hundred names that they came up on the no-call list. Did the AG ever contact KCP&L on that?**

A. If the Attorney General's office contacted KCP&L, they didn't contact me.

**Q. So that's probably just that they never did anything about that?**

A. I'm not aware of anything, no.

**Q. Okay. All right. I appreciate your testimony on pages 2 and 3 when you talk about the -- why you work with Allconnect in the customer satisfaction because you're -- if you look at the three-year average after expenses, it's really a**

1 minimal amount of money.

2 A. It is.

3 Q. And I enjoyed this hearing because I've  
4 gone kind of back and forth in different areas after  
5 hearing different people talk, but I have one question  
6 and the Chairman talked to you about it. In your  
7 testimony on page 3, you were asked if you were aware  
8 of the -- of Puget Sound Energy, and on line 16, you  
9 stated my understanding was that written consent is not  
10 required in Missouri. And that is true.

11 But on our -- our Rule 4 CSR 240 that  
12 Mr. Thompson handed you, and he had you read  
13 Section 1(B), but on Section 2(C), I'm going to read  
14 that to you. It says, "Specific customer information  
15 shall be made available to affiliated or unaffiliated  
16 entities only upon consent of the other customer or as  
17 otherwise provided by law or commission rules or  
18 orders."

19 Now, I know that you worked at the  
20 Capitol for a number of years and were involved,  
21 especially in the speaker's office, involved an awful  
22 lot in drafting and writing law.

23 A. But oh so many of them never became law.

24 Q. Tell me about it. How do you -- how does  
25 -- when you look at that, and my question is, is when

1    **the operator at KCP&L says I'm going to transfer you**  
2    **over now, how does this -- how does your company look**  
3    **at that statement there about consent?**

4           A.     So I think there's a couple things there.  
5    First of all, you know, we talk to the regulatory and  
6    the legal department to make sure that whatever we  
7    devise from a script standpoint and from a process  
8    standpoint in their opinion didn't run afoul of the law  
9    or the rules. And so I do know, probably not with all  
10   the basis, because I wasn't the one making the  
11   determination, but I do know that after vetting it,  
12   that's what they feel like we have done.

13                Having said that, I think my own personal  
14   reflection on this is that we have innumerable vendors  
15   with which we transact and give name, address  
16   information. Whether it's credit collections, meter  
17   reading, you name it. We do a ton of that kind of  
18   stuff. And operationally, we do it all the time  
19   without saying do you consent to this.

20                And so I think our perspective, or at  
21   least my perspective was, legal and regulatory said it  
22   was okay, and we do it in dozens and dozens of other  
23   things, so there must be a longstanding, you know,  
24   precedent here that this kind of thing is okay,  
25   particularly since the information that we're

1 transferring and the transfer itself is all generally  
2 publicly available information. Addresses for the most  
3 part are, and so that's kind of where we are on that.

4 **Q. And I know your staff opened with that**  
5 **remark and mentioned several of those in one call and**  
6 **others, but this is just a little different, I think,**  
7 **for me, just because it's the consent of someone saying**  
8 **hey, we're going to send you over here when all they**  
9 **really wanted was a -- then they don't even need the**  
10 **confirmation number, in most cases.**

11 A. Yeah, and I think if perhaps we just hit  
12 the button and transferred, maybe you could make a  
13 stronger case there. My own personal opinion, and this  
14 is just Chuck. I'm not doing a legal opinion here or  
15 regulatory opinion, but having gone through the  
16 scripts, having listened to many of these calls and  
17 having been very concerned about how this is actually  
18 executed, you know, in most cases, the preponderance of  
19 cases, what happens is that now I'm getting ready to  
20 transfer you to Allconnect, they identify it as a third  
21 party, and then they say we're going to do two things.

22 One is we're going to give you a  
23 confirmation number and confirm your information. The  
24 second thing is they're going to talk to you about  
25 other home services and then name other services that

1 the customer knows is not KCP&L's. And so I think that  
2 at that point, they have advised them that this is a  
3 different thing and, you know, almost 10 percent of the  
4 time, the customer says yeah, I really don't want that.  
5 Now, were there some times in the beginning where that  
6 did not go as smoothly as it should? Absolutely. Did  
7 we listen to calls, although I wasn't here when that  
8 was the case? Absolutely without a shadow of a doubt,  
9 that is true.

10 **Q. So there's always exceptions?**

11 A. But these are exceptions and we've worked  
12 very, very hard. And what I would add, and you didn't  
13 ask this, so tell me to shut up if you'd like.

14 **Q. Well, you came all the way to Jeff City.**

15 A. Well, thank you. What I would add is  
16 that if you look at time and time and time again of all  
17 the quantitative analysis that's done here, whether  
18 it's J.D. Power & Associates, Voice of the Customer,  
19 our surveys, their surveys, Wilson, Perkins and  
20 Allen's, which is a polling company that does telephone  
21 surveys we've used since 2005, all of that quantitative  
22 data is consistent and says that this either doesn't  
23 hurt or actually helps customer satisfaction.

24 And -- and so when you balance that with  
25 86 calls, thousands and thousands and thousands of

1 other surveys and instruments that are all consistent  
2 and all say this is a good thing, then, you know, that  
3 is a persuasive thing to me, particularly since those  
4 are the types of things we use for benchmarking and  
5 almost every other aspect of our utility operations.

6 **Q. So you're saying you have other polling**  
7 **information that says that this has been a better**  
8 **experience than a worse experience for the majority of**  
9 **your customers?**

10 A. Yeah, I mean, there's a ton of  
11 information out there.

12 **Q. Do we have anything that we could put in**  
13 **the record that I could -- that would help your case**  
14 **that I could see?**

15 A. We would definitely be willing to do  
16 that. I mean, just again, we can do J.D. Power &  
17 Associates, we can do Voice of the Customer, we can do  
18 -- there's a number. There's four or five --

19 **Q. If you have some of that, I would prefer**  
20 **to see that on the record so I can see it.**

21 A. Absolutely.

22 **Q. Thank you very much.**

23 A. Thank you.

24 JUDGE WOODRUFF: Commissioner Rupp?

25 COMMISSIONER RUPP: Yes, thank you.



EXAMINATION

QUESTIONS BY COMMISSIONER RUPP:

**Q. Good afternoon.**

A. Good afternoon.

**Q. So following up on both the Chairman and Commissioner Kenney's conversations. And I understand it's your belief that this is good for customer service, it's good -- so do you believe that your relationship with Allconnect enhances the image of KCP&L to its customers?**

A. I do, yes.

**Q. Okay. Assuming that your contract changes with Allconnect, and it is 100 percent cost neutral, doesn't cost you anything, you get no revenues from this, would you continue this relationship in its current form with Allconnect?**

A. Absolutely.

**Q. If it came to that was cost to KCP&L of 50 to \$100,000 per year to continue this -- this relationship as it stands, would you continue the relationship?**

A. I guess we would -- we would balance that out to see, you know, if it truly was 50 to \$100,000 and what that was. I don't think it's necessarily fair to ask our shareholders to subsidize and enhance

1 customer experience, but if you look at it and balance  
2 50 to \$100,000, if the customer experience is enhanced,  
3 I do believe that that reflects itself when the -- the  
4 company comes before the Commission in a general rate  
5 case and says we'd like these costs put in, we have  
6 these increase in costs and we want an ROE on that \$2.3  
7 billion worth of revenue. If the Commission thinks  
8 that we are a better rather than worse customer service  
9 company, the value of that 50 to \$100,000 would  
10 probably bear out, I would assume, in requisite  
11 treatment.

12 So I think we'd have to make -- we'd have  
13 to take a look at it, but I get up every day, what my  
14 job is is to look at customer experience, and so I will  
15 fight for just about anything that will increase  
16 customer experience, even if in some cases it -- it  
17 drives costs.

18 Now, hopefully that's costs that can be  
19 recovered, but sometimes it's not, and I would -- I  
20 would suspect that over the next several years, we'll  
21 probably be having this conversation about a -- you  
22 know, numerous different things that are not typical  
23 things that utilities have done in the past but are  
24 reflective of kind of a dawning age and more targeted  
25 age of customer experience.

1           **Q.     Okay. That's all I had. Thank you.**

2           JUDGE WOODRUFF: Commissioner Coleman?

3                               EXAMINATION

4       QUESTIONS BY COMMISSIONER COLEMAN:

5           **Q.     Thank you. Hi, Chuck.**

6           A.     Hello, Commissioner.

7           **Q.     So a question relative to your comment**  
8 **that you have listened in on some of the calls between**  
9 **the CSRs and the customers. And early yesterday, there**  
10 **was some testimony about data that showed out of the**  
11 **80,000 calls and the numbers of complaints and issues**  
12 **relative to it, I think it's, like, 297. The actual**  
13 **number isn't important right now.**

14                       The question is: One of the comments was  
15 **that there were times that people did not want to be**  
16 **transferred by the CSRs to Allconnect and they were**  
17 **anyway. Can you explain why that happens?**

18           A.     Human error and particularly -- most of  
19 these calls were in the first half of the time period  
20 where we had just, you know, in the first 18 months or  
21 so of our relationship with Allconnect, and we've  
22 gotten consistently better but mistakes are made. I  
23 would -- I would say that mistakes are made less  
24 frequently than they are in a lot of other places that  
25 we have call center operations, and just one that comes

1 to mind is Honeywell.

2 We have a thermostat program that now has  
3 maybe 80 to 90,000 customers enrolled in it. As a part  
4 of that relationship, they have to maintain a call  
5 center. And their ability and their call center for  
6 that versus what Allconnect has done, night and day  
7 difference. One of our best vendor relationships is  
8 with Allconnect, both in terms of performance and  
9 correcting mistakes that are made.

10 Having said that, those are very  
11 difficult calls to listen to. They're hard. Anytime a  
12 motion, improper practice, anything like that is  
13 discovered, they're learning opportunities, but they're  
14 also incredibly hard to listen to because you don't get  
15 that moment back with a customer. You can only hope to  
16 correct the situation. And so we use them as teaching  
17 moments.

18 We continue to listen to calls on a  
19 weekly basis. We get a random sampling of calls from  
20 Allconnect. We continue to in our own company listen  
21 to them. We continue to use every situation we can as  
22 a teachable moment. But when you're dealing with two  
23 human beings who may or may not be having a good day,  
24 mistakes are going to happen. We can only hope to  
25 minimize them.

1           And what I would tell you is that over  
2 the three years of the relationship with Allconnect,  
3 there's never been a huge number of problems that were  
4 escalated that we had to deal with. I think the first  
5 year was, like .09 percent, then in the subsequent year  
6 was .06, and through October of last year, it was .02  
7 percent of calls that had escalations. Those are  
8 extremely good numbers.

9           I don't believe for a minute that that's  
10 representative because I would tell you there's  
11 probably more customers than that that don't have an  
12 optimal experience and just choose not to escalate it,  
13 but that said, if you look at that as a criteria and  
14 bench it against almost all of our other vendor  
15 operations with call centers or our own call center, it  
16 is best in class.

17           **Q.     So it seems like there needed to be and**  
18 **there may still be a learning curve. Is that learning**  
19 **curve more needed, needed most on the company side or**  
20 **the Allconnect side?**

21           A.     You know, I think there's probably a  
22 learning curve on both sides. I don't know if I could  
23 characterize it one way or another. We have -- we have  
24 humans who make mistakes just like Allconnect does.  
25 What I can tell you is that under Ms. True it's

1 leadership, we have really, really, really tried to use  
2 teachable moments and improve ,and our moments under  
3 her leadership have shown material improvement. And I  
4 know that every time we bring a problem to Allconnect,  
5 I mean, it's top-of-the-house kind of attention.

6 **Q. Thank you. Thank you, Judge.**

7 JUDGE WOODRUFF: All right. Recross  
8 based on questions from the bench. Public Counsel?

9 MS. MAYFIELD: Yes, Your Honor.

10 **RECROSS-EXAMINATION**

11 **QUESTIONS BY MS. MAYFIELD:**

12 **Q. In response to Commissioner Kenney's**  
13 **questioning about benchmarking and polling data, you**  
14 **indicated J.D. Power, did you not?**

15 A. Uh-huh.

16 **Q. So do you consider J.D. Power to be an**  
17 **authoritative source in, I guess, rankings or pollings?**

18 A. Well, J.D. Power & Associates certainly  
19 does. No, yes, I do. It is an industry benchmark, it  
20 is one of the few industry benchmarks that is, you  
21 know, published nationwide, known, and that you can --  
22 I mean, there are certainly things that you can learn  
23 from digging into those numbers.

24 MS. MAYFIELD: Your Honor, may I please  
25 approach the witness?

1 JUDGE WOODRUFF: You may.

2 (OPC Exhibit Numbers 113 through 115 were  
3 marked for identification by the court reporter.)

4 MS. MAYFIELD: So Exhibit Number 113 is  
5 for J.D. Powers July 17th, 2013.

6 MR. HACK: Okay.

7 MS. MAYFIELD: OPC's Exhibit Number 114  
8 is marked July 15th, 2015. And Office of Public  
9 Counsel's Exhibit 115 is July 16, 2014.

10 BY MS. MAYFIELD:

11 Q. And I'm sorry, I'm going to have to stand  
12 up by you, because we only have one copy.

13 A. So this is 13, 14, and 15 J.D. Power &  
14 Associates?

15 Q. That's correct.

16 A. Okay. Great.

17 Q. Have you had an opportunity to look  
18 through those?

19 A. I mean, I just -- I've sorted it into 15,  
20 14, and 13, and that's it.

21 Q. If you could flip to the page, and I  
22 believe it's on the second or third page on each  
23 report, you're going to see a chart labeled mid-sized  
24 utility customer satisfaction.

25 A. Midwest large region.

1           **Q.     Thank you.**

2           A.     I'm trying to keep all this in their  
3 perspective piles.

4           **Q.     So you have it going from 2013, '14 to**  
5 **'15, I think?**

6           A.     I do.

7           **Q.     Do you see indicated on there where KCP&L**  
8 **is listed on Exhibit 113?**

9           A.     Is that 2013?

10          **Q.     Yes, sir.**

11          A.     I'm sorry.

12          **Q.     That's fine.**

13          A.     I don't know that I see the marking. So  
14 this is 113. There we go. All right.

15          **Q.     So directing your attention to**  
16 **Exhibit 113, do you see where KCP&L falls on that J.D.**  
17 **Power ranking?**

18          A.     Yes. They -- it falls, let's see, one,  
19 two, three, four, five, six -- so sixth place with a  
20 raw score of 640.

21          **Q.     And would you agree that in that J.D.**  
22 **Power analysis, KCP&L ranks above the Midwest customer**  
23 **-- or the Midwest average for customer service**  
24 **satisfaction?**

25          A.     Yes.



1           **Q.     Now, moving to OPC Exhibit 115, which is**  
2 **the 2014 power rankings, where does KCP&L fall on that**  
3 **power ranking?**

4           A.     Let me count here, one, two, three, four,  
5 five, six, seven, eight, nine, tenth, and with a raw  
6 score of 641 and two places below the Midwest large  
7 average.

8           **Q.     So it has fallen below the average then?**

9           A.     That's correct, in 2014.

10          **Q.     Okay. And moving to I think this is 1114**  
11 **[sic].**

12          A.     Uh-huh.

13          **Q.     Could you please indicate where KCP&L**  
14 **falls on that J.D. Power ranking?**

15          A.     One, two, three, four, five, six, seven,  
16 eight, nine, ten, eleven -- twelfth with a raw score of  
17 661 and one place underneath the Midwest large average.

18          **Q.     So just based on reading these, does it**  
19 **look as though Kansas City Power & Light is -- is --**  
20 **its customer service satisfaction rankings seem to be**  
21 **falling at least below the Midwest average, according**  
22 **to those reports; is that correct?**

23          A.     Yeah, what I would say is the overall  
24 score, the raw score, which is how our customers judge  
25 what we do, is increasing, but relative to the field,

1 so to speak, it has declined against the Midwest  
2 average, you're correct.

3 MS. MAYFIELD: Your Honor, I would move  
4 to admit through 113 through 115 at this time.

5 JUDGE WOODRUFF: All right. 113, 114,  
6 and 115 have been offered, any objection to their  
7 receipt? Hearing none, they will be received.

8 (OPC Exhibit Numbers 113 through 115 were  
9 received into evidence by Judge Woodruff.)

10 JUDGE WOODRUFF: And if you could give me  
11 copies of those.

12 MS. MAYFIELD: That was going to be my  
13 next thing. I will go make copies of those.

14 JUDGE WOODRUFF: And the court reporter  
15 has copies at this point.

16 MS. MAYFIELD: No further questions, Your  
17 Honor.

18 JUDGE WOODRUFF: Staff then?

19 MR. THOMPSON: Thank you.

20 RECROSS-EXAMINATION

21 QUESTIONS BY MR. THOMPSON:

22 Q. Very quickly, Mr. Caisley.

23 A. Yes, sir.

24 Q. You will recall that Chairman Hall was  
25 asking you some questions about the direct transfer

1 **service agreement. Do you still have that up there? I**  
2 **might be able to supply another one.**

3 A. No, I've got this one. I'm just a little  
4 confused what I'm passing back and forth.

5 Q. **I'm wondering if you will look at page 2**  
6 **of 20.**

7 A. Okay. I'm there.

8 Q. **And this is in the Section 2 definitions**  
9 **that actually starts on the preceding page. Do you see**  
10 **that?**

11 A. Yes.

12 Q. **And take a look at Section 2.12, Transfer**  
13 **Script. Do you see that?**

14 A. Yep.

15 Q. **I wonder if you could read that for me?**

16 A. "'Transfer script' means the words used  
17 by KCP&L representatives to obtain consent for the  
18 transfer of Eligible Customers to Allconnect, as set  
19 forth in Exhibit A-1."

20 Q. **You would agree with me, wouldn't you,**  
21 **that the model that is actually used doesn't, in fact,**  
22 **involve customer consent?**

23 A. No, I would disagree with you.

24 Q. **Customers do consent before they're**  
25 **transferred to Allconnect?**

1           A.     Well, customers -- customers are told  
2     that they will be transferred to Allconnect and that  
3     they're going to be also told about other services that  
4     they might be interested for their home. Those  
5     services are given examples of, and then if there is no  
6     objection, the customer is transferred.

7           **Q.     Okay. So would you agree with me it's**  
8     **fair to characterize that as an opt-out model?**

9           A.     I would say that that's implicit consent.

10          **Q.     The customer will be transferred unless**  
11     **they affirmatively opt out; isn't that correct?**

12          A.     If the customer does not say I do not  
13     wish to be transferred or don't transfer me, then the  
14     customer service representative transfers the customer.

15          **Q.     Okay. Would you agree with me that the**  
16     **words obtain consent in paragraph 2.12 refers to an**  
17     **opt-in model where the customer is not transferred**  
18     **unless the customer affirmatively agrees to be**  
19     **transferred?**

20          A.     I don't see anything in the definition  
21     that says that, no.

22          **Q.     Okay. Take a look, if you would, at**  
23     **Section 3.2, Transfers, at the bottom of the page.**

24          A.     Yes, sir.

25          **Q.     And there's a Paragraph 3.2.1. Do you**

1 **see that?**

2 A. Yes.

3 **Q. And at the very end of the second line,**  
4 **there's a clause that begins "and make." I wonder if**  
5 **you could read that clause.**

6 A. Starting from "and make?"

7 **Q. Yes, sir.**

8 A. Certainly. "And make good faith and  
9 diligent efforts to transfer each consenting Eligible  
10 Customer and his or her Customer Data to an Allconnect  
11 sales center."

12 **Q. Thank you very much.**

13 MR. THOMPSON: I have no further  
14 questions.

15 JUDGE WOODRUFF: Thank you. Redirect?

16 MR. HACK: Yes.

17 REDIRECT EXAMINATION

18 QUESTIONS BY MR. HACK:

19 **Q. Mr. Caisley, we'll try to go in reverse**  
20 **order. We'll see what I can do here.**

21 A. Okay.

22 **Q. In your recent conversation with -- with**  
23 **Ms. Mayfield on behalf of OPC, you talked about the**  
24 **2013, 2014, 2015 J.D. Power results?**

25 A. Yep.

1           **Q.       Do you recall that?**

2           A.       I do.

3           **Q.       Can you give the Commission some further**  
4 **explanation of in your experience -- let me ask it this**  
5 **way first: What kind of experience do you have with**  
6 **the J.D. Power survey results?**

7           A.       Since coming to Kansas City Power &  
8 Light, it has been one of my responsibilities. As part  
9 of my job, we look at it quarterly and we actually use  
10 the information in J.D. Power & Associates to come up  
11 with what we call an opportunity index. The  
12 information that you see here is very, very high level,  
13 but there's actually six components and, you know,  
14 upwards of a hundred different categories of  
15 information.

16                   And so what we do is every quarter, we  
17 take that, we dissect it, we go down into the specific  
18 question -- or specific question and look for processes  
19 and operations in our company that could be improved  
20 that would specifically address those questions. And  
21 so in summary, I'd just say I've got a lot of  
22 experience with it.

23                   We've got a team of people that both look  
24 at it and disseminate it throughout the company, and  
25 that past just looking at it, we have an ongoing living

1 document called an Opportunity Index where on an annual  
2 basis, we look to improve processes addressed and  
3 informed by that survey.

4 **Q. Now in your experience with the J.D.**  
5 **Power survey results and on behalf of KCP&L in**  
6 **particular, can you explain in broad brush and perhaps**  
7 **as much detail as you believe is necessary some of the**  
8 **factors that are most impactful in driving the overall**  
9 **survey results?**

10 A. Yeah, well, they're -- each category, and  
11 there's -- as I said, six different categories. You've  
12 got billing and payment, corporate citizen, customer  
13 service, power quality, and reliability, price, and I  
14 know I'm missing one. Anyway, they're all weighted  
15 different -- differently, and in any given year, there  
16 can be factors within or outside the company's control  
17 that could impact those scores.

18 So just a few that I'm aware of that  
19 frankly we've been struggling with, there's a ton of  
20 information and research out there that shows what J.D.  
21 Power & Associates, the number and size of rate cases  
22 has an impact on customer satisfaction. I think that's  
23 pretty intuitive. And it's past the price index, but  
24 it effects all six segments of -- of that study.

25 I think everybody is aware that we've

1 been in for a number of rate cases. Some of them have  
2 been double digits, and so that -- for sure, that has  
3 negatively impacted our overall customer satisfaction  
4 index scores relative to other utilities, some of which  
5 are in places where they have formula rates or where  
6 they have more forward-looking, single-issue  
7 rate-making-type mechanisms and they're not in double  
8 digit rate increases as much as we have been. That's  
9 one factor.

10 Another factor and this is a  
11 particularly consternating factor for me, but if you're  
12 not talking to your customers, meaning if you're not  
13 communicating with them and telling them the value that  
14 you are bringing to the community, and those are two  
15 broad areas, one is communications and one is corporate  
16 citizenship, then your scores can suffer.

17 Back in 2008, 2009, the company spent  
18 between two and three million dollars sometimes on mass  
19 media communications, advertising to customers, talking  
20 about what we were doing in the community and how we  
21 try and serve those customers. Over the years and  
22 specifically from 2009 and 2010 on, we've begun to  
23 slowly widdle away at that budget until there is no  
24 defined budget right now for that type of  
25 communication. As a result, those scores have suffered



1 and have driven the overall score relative to other  
2 utilities down. What I can tell you is that our peers  
3 in this region spend a heck of a lot of money relative  
4 to us own those types of things.

5 The final thing I would say is that  
6 notwithstanding that, in almost all of those areas, our  
7 raw score has held or gone up. Meaning, again,  
8 relative to other utilities who might make the decision  
9 to spend more money on communications, we have still  
10 held in the major areas and performed very well.

11 MR. HACK: May I approach the witness?

12 JUDGE WOODRUFF: You may.

13 BY MR. HACK:

14 **Q. I'm going to hand you two documents. The**  
15 **first of which I'll --**

16 MR. HACK: Are we at 116?

17 JUDGE WOODRUFF: Yes, 116.

18 A. 116 on that, the second one I'll call  
19 117.

20 (KCP&L Exhibit Numbers 116 and 117 were  
21 marked for identification by the court reporter.)

22 BY MR. HACK:

23 **Q. So Mr. Caisley, starting with what's been**  
24 **marked as Exhibit 117, I'm sorry, 116, which has in the**  
25 **upper right-hand corner KCP&L-J.D. Power residential.**

1 A. Yeah, somewhat of an eye chart.

2 Q. Yes. Can you describe what this is,  
3 Mr. Caisley?

4 A. Yes. This would be the breakdown or  
5 break out of J.D. Power & Associates for back into the  
6 first quarter of 2013 into its different sections as  
7 well as the questions, or the areas that they delve  
8 into underneath those sections.

9 Q. So it's quarterly information?

10 A. That's correct.

11 Q. Pertinent to KCP&L?

12 A. That's correct.

13 Q. Does that include GMO?

14 A. That does include GMO.

15 Q. And this is intended to respond to  
16 Commissioner Kenney's request for a bit more data, as  
17 well as to the J.D. Power that we're talking about.  
18 And the -- the PowerPoint presentation which has been  
19 marked as Exhibit 117, can you describe generally what  
20 that is, Mr. Caisley?

21 A. Yeah, that's a little bit of a higher and  
22 -- higher level view and a graphical depiction of  
23 essentially the same information. And what it does is  
24 it takes the six major segments and an overall customer  
25 satisfaction index and graphically portrays in that

1 area both its raw score as well as in the following  
2 pages, it looks about where those scores fall relative  
3 to the Midwest large average.

4 **Q. So -- so Exhibit 117 is sourced from**  
5 **Exhibit 116 and is simply a graphical representation of**  
6 **that information?**

7 A. That's correct.

8 MR. HACK: I would move for the admission  
9 of Exhibits 116 and 117.

10 JUDGE WOODRUFF: 116 and 117 have been  
11 offered. Any objections to their receipt?

12 MS. MAYFIELD: Your Honor, I'd like to  
13 voir dire the witness just briefly about these  
14 particular documents, if I can.

15 JUDGE WOODRUFF: Go ahead.

16 VOIR DIRE EXAMINATION

17 QUESTIONS BY MS. MAYFIELD:

18 **Q. Did these particular documents, are they**  
19 **the result of a larger report or are these -- or are**  
20 **these contained in their original format?**

21 A. My understanding and the gentleman who  
22 does this obviously for us is not here, but my  
23 understanding is what happens is after the public  
24 announcement that J.D. Power & Associates makes for the  
25 overall consumer satisfaction, customer satisfaction

1 index, as well as the six segments that make it up,  
2 several days after, they export a data file to us, if  
3 you participate in the survey. That data file for our  
4 purposes is put into an Excel spreadsheet and that  
5 would be representative of Exhibit 116.

6 So I believe that that is information  
7 pulled directly from them. You'll see the three  
8 columns to the right-hand side of the pages. Those are  
9 just columns that -- that look at the differences  
10 between quarters and years. That would be something  
11 that we did. And then obviously in Exhibit 117, that's  
12 pulled directly from that information, and we make  
13 those graphs, not J.D. Power & Associates.

14 **Q. So just to clarify, Exhibit Number 116**  
15 **contains part of the data set from J.D. Power, but it**  
16 **includes additions provided by KCP&L personnel?**

17 A. Correct.

18 **Q. And those are interpretations based on**  
19 **those graphs?**

20 A. That's correct.

21 MS. MAYFIELD: Your Honor, I'm going to  
22 object to the admission of Exhibit 116 and 117.

23 JUDGE WOODRUFF: On what basis?

24 MS. MAYFIELD: On the basis of hearsay.  
25 We don't have the witness who prepared this document

1 here to testify to the veracity and the truthfulness of  
2 the information contained therein.

3 JUDGE WOODRUFF: Response?

4 MR. HACK: Mr. Caisley -- as Mr. Caisley  
5 testified, he's an expert and has worked for years with  
6 J.D. Powers' information. It was prepared by somebody  
7 under his direction and supervision. This is clearly  
8 an exception to the hearsay rule. He's an expert  
9 witness, he's entitled to rely on hearsay testimony for  
10 his opinion.

11 MS. MAYFIELD: I understand he may be  
12 able to form his opinion, but in terms of submitting  
13 the raw data into evidence, I did not hear any  
14 foundation that Mr. Caisley had this directed or  
15 prepared by anyone under his supervision, other than to  
16 say that he understood that that is how it was done.

17 MR. HACK: I'd be happy to ask the  
18 question.

19 FURTHER REDIRECT EXAMINATION  
20 QUESTIONS BY MR. HACK:

21 **Q. Mr. Caisley, was this Exhibit 116 and**  
22 **Exhibit 117, were they prepared by -- by an individual**  
23 **at KCP&L who works under your supervision and**  
24 **direction?**

25 A. Yes, the individual who prepares this is

1 a gentleman by the name of Phil Gooch [phonetic]. He  
2 works for a direct report of mine, Gayle Allen  
3 [phonetic], and on a monthly basis, we have various  
4 J.D. Power & Associates things. These are exactly what  
5 we've asked them to prepare and I recognize them as  
6 things that I have asked for and use on a monthly  
7 basis.

8 **Q. And are -- is J.D. Power information**  
9 **information that experts in your field rely upon to**  
10 **assess customer satisfaction?**

11 A. Yes.

12 **Q. Would this also, in your view, does the**  
13 **company obtain this information on a regular basis from**  
14 **J.D. Power?**

15 A. Yes.

16 MR. HACK: Your Honor, I would re-move  
17 for the exhibit -- for the admission of Exhibits 116  
18 and 117. They're business records. He's clearly an  
19 expert. This is information upon which he relied. It  
20 doesn't violate the hearsay rule.

21 JUDGE WOODRUFF: Do you renew your  
22 objection?

23 MS. MAYFIELD: Yes, Your Honor, I do.

24 JUDGE WOODRUFF: I'm going to overrule  
25 the objection. The documents will be admitted.

1 (KCPL Exhibit Numbers 116 and 117 were  
2 received into evidence by Judge Woodruff.)

3 MR. HACK: May I approach the witness one  
4 more time?

5 JUDGE WOODRUFF: You may.

6 (KCPL Exhibit Number 118-HC was marked  
7 for identification by the court reporter.)

8 BY MR. HACK:

9 Q. Again, to be responsive to Commissioner  
10 Kenney's question, I've handed you a document which has  
11 been premarked as Exhibit 118. Can you tell me what  
12 that document is?

13 A. Yes, it is what we refer to as top lines  
14 from a research -- third-party research firm by the  
15 name of Wilson, Perkins, Allen opinion research. These  
16 are going all the way back, I believe, until '06, maybe  
17 even '05, and some questions, Wilson Perkins Allens on  
18 a quarterly, sometimes more than quarterly basis,  
19 surveys randomly 500 to 600 customers within our  
20 service territory and these would be the top line  
21 responses to that random sampling done at least on a  
22 random basis from Wilson, Perkins, Allen.

23 Q. And is Wilson, Perkins, Allen retained by  
24 KCP&L to do this work?

25 A. Yes, they are.

1           **Q.     And is this work that you consider**  
2           **reliable and experts in your field would consider**  
3           **reliable for -- for assessing the opinion of customers?**

4           A.     Absolutely. And we use it for a variety  
5           of different things, including marketing different  
6           programs and services, or understanding how our  
7           customers feel about policies or just about our utility  
8           operations.

9                     MR. HACK: With that, Your Honor, I'd  
10           move the admission of Exhibit 118.

11                    JUDGE WOODRUFF: 118 has been offered.  
12           Any objections to its receipt? Hearing none, it will  
13           be received.

14                    (KCPL Exhibit Number 118-HC was received  
15           into evidence by Judge Woodruff.)

16                    THE WITNESS: I might add that is highly  
17           confidential, though, so we need to...

18                    MR. HACK: My apologies, can we call it  
19           118-HC?

20                    JUDGE WOODRUFF: We will do that.

21                    THE WITNESS: Sorry about that.

22                    JUDGE WOODRUFF: Mr. Hack, make sure your  
23           microphone is on.

24                    MR. HACK: Thank you, Mr. Woodruff.

25                             ///



1 BY MR. HACK:

2 Q. In your discussion, I believe with  
3 Chairman Hall, one of the scenarios that was posed to  
4 you was -- was treatment of revenues above the line.  
5 Do you recall that?

6 A. Yes, sir.

7 Q. In answering that question, was it your  
8 assumption that the associated costs would be treated  
9 above the line as well?

10 A. That is my understanding.

11 Q. Back to the Allconnect contract. I can't  
12 remember what exhibit it was. But on page 1 of that  
13 contract, Paragraph 1.1.

14 A. Uh-huh.

15 Q. Would you agree, Mr. Caisley, that --  
16 that on the third line of Paragraph 1.1, it speaks to  
17 the transfer of customer calls?

18 A. Yes, sir. That's what it says. "Will  
19 transfer customer calls and website visitors."

20 Q. And it really does not speak to the  
21 transfer of customer information, does it?

22 A. No.

23 Q. And at the bottom of that Paragraph 1.1,  
24 it mentions that "Allconnect will provide to KCP&L  
25 corrections or adjustments for KCP&L system updates."

1     **So would it be your understanding, Mr. Caisley, that --**  
2     **that the corrections to be provided by Allconnect were**  
3     **an integral part of the contract between Allconnect and**  
4     **the company?**

5             A.     Absolutely. And I can certainly give  
6     some more color to that as well, as that is an  
7     essential part.

8             Q.     Can -- can you -- can you describe for  
9     the Commission how you would put value to the  
10    corrections that Allconnect provided to the company in  
11    the context of calendar year 2015? We've been talking  
12    about 279 corrections. Can you discuss that?

13            A.     Absolutely. So I think one important  
14    thing to know is that one of the things we're working  
15    on, and it's actually a best practice taken from some  
16    of the best customer experience entities in the world.  
17    I'm talking about companies like Disney, companies like  
18    Apple, those folks who universally are known for their  
19    positive customer experience, is to not just look  
20    across the board at customer satisfaction, but to look  
21    at what is important to the customer.

22                    At KCP&L, we call them moments that  
23    matter or moments of truth for a customer. These are  
24    high-value interactions with KCP&L. We've identified  
25    about 12 of them that we're -- we're seeking to work on

1 and improve because they mean more to customers than  
2 maybe what you or I might think. If you listen to  
3 them, that's what matters to them. One of the single  
4 most important interactions that a customer has, I  
5 might argue up until you've been a customer for awhile  
6 and you experience an outage, the most important  
7 interaction is starting your service.

8 And as my mother used to say, you never  
9 get a second chance to make a first impression. And  
10 what we have found and one of the pieces of value that  
11 we think is for the company and for customers is that  
12 while just 279, those 279 interactions are a moment  
13 that really matter. So how do we look at that and how  
14 do we balance that against some of the costs and some  
15 of the issues that have been discussed here?

16 Well, first of all, we have specifically  
17 not requested Allconnect limit their errors that they  
18 send to us because we want to make the determination of  
19 what's important and what's material and what isn't.  
20 And so a person in the call center, a manager actually  
21 gets that information in an Excel spreadsheet and  
22 literally within minutes can sort out anything that's  
23 an A-P-T or apartment or something like that. Then  
24 they go back through and they look at the other errors  
25 that they find and make a determination if they're

1 material or they're not. Certainly a material error  
2 would be a wrong start date or a wrong address.

3 A couple of things to note. While it  
4 takes literally less than a couple hundred dollars on a  
5 monthly basis to do that function, according to -- and  
6 then I just verified this, and I think it's been in  
7 some of our cost of service in previous rate cases, but  
8 according to our vice-president of delivery, it costs  
9 between on an average between \$400 and \$600 a truck  
10 roll to roll a truck out to start or alter service.  
11 Which means just for what we know in 2015, the value  
12 just from that one thing is somewhere between \$120,000  
13 and \$180,000.

14 Now, that might not seem like a lot on a  
15 business that does \$2.3 billion worth of revenue, but  
16 it is a lot in terms of people who show up at Public  
17 Service Commission public hearings, it is a lot in a  
18 moment that matters to customers which is, can we just  
19 simply connect you at the right time and in the right  
20 way and in the way we said we were going to.

21 And finally, I would add that by having a  
22 third-party verification instead of the same eyes and  
23 the same call center looking at the information one  
24 more time, we've actually reduced the number of times  
25 year over year that mistakes were made.

1                   So again, is it a huge thing? No. But  
2 as we look at things like Exhibit 116 and look at all  
3 the tiny little minutia of processes that are out  
4 there, and then we match that up with customer  
5 interactions that matter to them and tackle them one at  
6 a time cumulatively, things like that make a big  
7 difference both for customer satisfaction as well as  
8 for the bottom line of the company.

9                   And if we were to askew all of the 120 or  
10 \$180,000 benefits that we can find, you know,  
11 potentially over time, we're leaving millions of  
12 dollars on the table and missing valuable opportunities  
13 to correct what is imperfect process.

14               **Q.       Just a couple more questions. In terms**  
15 **of the compensation that Allconnect pays KCP&L, is that**  
16 **determined based on -- on a per unit basis, based upon**  
17 **each call that is transferred or upon each packet of**  
18 **data of customer information that is transferred?**

19               A.       It's a call. We are paid for the  
20 transfer of a call.

21               **Q.       And finally, Mr. Thompson asked you a**  
22 **question to the effect of whether benefit to customers**  
23 **is relevant or irrelevant for purposes of determining**  
24 **whether a violation has occurred. Do you recall that?**

25               A.       I do, yes.

1           **Q.     Let me ask you the question a little bit**  
2 **different way: If a waiver of a particular rule can be**  
3 **provided by the Commission for good cause, might**  
4 **customer benefit be relevant to whether that Commission**  
5 **-- that waiver should be granted or not?**

6           A.     I would think so, yes.

7           MR. HACK: That's it, Your Honor. Thank  
8 you.

9           JUDGE WOODRUFF: All right. Thank you.  
10 And Mr. Caisley, you may step down.

11          THE WITNESS: Thank you.

12          JUDGE WOODRUFF: We'll take a break  
13 before we go on to Mr. Ives and we'll come back at  
14 3:15.

15          (A break was held.)

16          JUDGE WOODRUFF: Let's come to order,  
17 please. And Mr. Ives has taken the stand.

18          (The witness was sworn by Judge  
19 Woodruff.)

20          JUDGE WOODRUFF: Thank you very much.  
21 You may inquire.

22          MR. FISCHER: Thank you, Judge.

23                   DIRECT EXAMINATION

24          QUESTIONS BY MR. FISCHER:

25           **Q.     Please state your name and address for**

1 **the record.**

2 A. My name is Darrin R. Ives. My address is  
3 1200 Main, Kansas City, Missouri.

4 **Q. Are you the same Darrin Ives that caused**  
5 **to be filed in this proceeding rebuttal testimony, an**  
6 **HC version and an NP version?**

7 A. I am.

8 **Q. And I think it's been marked as**  
9 **Exhibit 101-HC and 101-NP. Do you have any corrections**  
10 **or changes you need to make for the record before I**  
11 **tender you for cross?**

12 A. I do not.

13 **Q. If I ask you the questions contained in**  
14 **the testimony, would they be the same today?**

15 A. They would.

16 **Q. And are they true and accurate to the**  
17 **best of your knowledge and belief?**

18 A. Yes, they are.

19 MR. FISCHER: Judge, I'd move for the  
20 admission of 101-HC and 101-NP and tender Mr. Ives for  
21 cross.

22 JUDGE WOODRUFF: 101-HC and NP have been  
23 offered. Any objections to their receipt.

24 MR. WESTEN: Yes, Your Honor. I actually  
25 just want to make one point to the Court. If you look

1 at pages, get his direct testimony out, I object to  
 2 some pages of his testimony, not all. I believe that  
 3 starting on page 8, line 14 and going until page 13,  
 4 line 2, many of Mr. Ives's answers start with no, I am  
 5 advised by counsel, or I'm advised by counsel that, or  
 6 in addition I'm a non-lawyer, but counsel advises me.  
 7 I believe all of that testimony is more properly suited  
 8 for legal counsel making the arguments in the brief  
 9 rather than this witness making factual testimony  
 10 that's actually legal conclusions and legal arguments.

11 JUDGE WOODRUFF: Response?

12 MR. FISCHER: I didn't hear a motion to  
 13 strike there, but obviously Mr. Ives is not a lawyer,  
 14 he's dealing with some legal concepts as the chief  
 15 regulatory person for the company, and he's -- he's  
 16 familiar with these statutes and rules, and this gives  
 17 the Commissioners the opportunity to ask him questions  
 18 about it, if they have any. Obviously we're going to  
 19 brief these issues.

20 MR. WESTEN: Your Honor, I just ask that  
 21 those -- those lines either be stricken or at least  
 22 there's a note that this is legal argument rather than  
 23 fact testimony.

24 JUDGE WOODRUFF: All right. Well, I will  
 25 assume that's an objection to the admission of the



1 document.

2 MR. WESTEN: To the admission to those  
3 portion of the document.

4 JUDGE WOODRUFF: All right. Well, I'm  
5 going to overrule your objection and your objection is  
6 noted. And Exhibit 101 is received into evidence.

7 (KCPL Exhibit 101-NP and 101-HC is  
8 received into evidence by Judge Woodruff.)

9 JUDGE WOODRUFF: And for cross, we begin  
10 with Public Counsel.

11 MS. MAYFIELD: Your Honor, I have no  
12 questions for this witness.

13 JUDGE WOODRUFF: For Staff?

14 MR. WESTEN: Yes, Your Honor. Do you  
15 mind if I remain seated for my questions?

16 JUDGE WOODRUFF: Yes, that would be fine.

17 CROSS-EXAMINATION

18 QUESTIONS BY MR. WESTEN:

19 Q. Good afternoon, Mr. Ives.

20 A. Good afternoon.

21 Q. My name is Jacob Westen. I am a senior  
22 staff counsel with the PSC Staff. I have hopefully  
23 just a few questions for you so we can get this hearing  
24 wrapped up. And I wanted to start off with your  
25 position is the vice-president of regulatory affairs;

1 correct?

2 A. That's correct.

3 Q. And can you just very briefly summarize  
4 what that means?

5 A. Yeah, so I have overall responsibility  
6 for our regulatory affairs group. That covers tariff  
7 administration, covers rates, rate case filings, rate  
8 determination, covers our involvement in workshops,  
9 customer complaints, kind of all things from the state  
10 regulatory perspective.

11 I also have some additional  
12 responsibilities at the federal level that are under my  
13 direction, including performing the rate filings, among  
14 other things.

15 Q. So you have some responsibility for  
16 making sure that on a day-to-day basis, KCP&L, and I'm  
17 assuming GMO as well, meet the Commission's  
18 regulations?

19 A. I would say that is my responsibility,  
20 including with those under my direction.

21 Q. All right. And you're an employee of  
22 KCP&L?

23 A. I am.

24 Q. Are you an employee of GMO?

25 A. I'm only employed by one company.

1           Q.     **Just the one company. Are you an officer**  
2 **of GPES?**

3           A.     I am not an officer of GPES.

4           Q.     **Do you hold any officer or employment**  
5 **positions with any of the other affiliates of Great**  
6 **Plains Energy?**

7           A.     I'm an officer of Kansas City Power &  
8 Light company and I'm an officer of KCP&L Greater  
9 Missouri Operations company.

10          Q.     **Okay. Thank you very much. I'm going to**  
11 **list off just a short series of yes-or-no questions**  
12 **involving customer information. Yes, no, do you agree**  
13 **that the term customer information includes the**  
14 **customer's name?**

15          A.     Yes.

16          Q.     **How about the customer's service address**  
17 **or the service address where power will be provided?**

18          A.     Yes.

19          Q.     **How about the mailing address for the**  
20 **customer?**

21          A.     Yes.

22          Q.     **How about phone number of the customer?**

23          A.     Yes.

24          Q.     **How about the customer's unique**  
25 **identifier, or the unique customer identifier, whatever**

1     **the phrase is used by the company?**

2             A.     I'm going to say yes.

3             **Q.     Okay. How about the customer's e-mail**  
4     **address that they provide?**

5             A.     Yes.

6             **Q.     And how about the service start date?**

7             A.     Yes.

8             **Q.     Okay. You would agree that all of that**  
9     **information is necessary for KCP&L and GMO to provide**  
10    **service to the customer; correct?**

11            A.     I would agree that we do use that to  
12    provide service to the customer.

13            **Q.     You couldn't provide service to the**  
14    **customer if they did not provide you a service address;**  
15    **right?**

16            A.     We probably could, but it would make it a  
17    lot easier if they provided us that information.

18            **Q.     You wouldn't know who to bill if they**  
19    **didn't provide their name or a mailing address?**

20            A.     It is much easier that way, yes.

21            **Q.     And I'm sure it is -- it is useful for**  
22    **the company to have that information, as you've just**  
23    **indicated; right?**

24            A.     It is very helpful.

25            **Q.     Yes. Okay. And in this particular case**

1    **that we're discussing, this customer information is**  
2    **also valuable, wouldn't you agree?**

3           A.     It depends on what context you're asking  
4    that question. I just -- I just indicated it's very  
5    helpful and important to us.

6           **Q.     Allconnect pays KCPL per customer**  
7    **transfer and that customer transfer includes this**  
8    **customer information, does it not?**

9           A.     It does, but I don't believe they're  
10   paying for the information.

11          **Q.     You don't believe they're paying for the**  
12   **information. And is there a document or a -- a**  
13   **statement that points you to that position?**

14          A.     I believe the contract says they're  
15   paying for the transferred call.

16          **Q.     Okay. Let's actually talk about that**  
17   **contract. Do you have a copy of Schedule CRH-d2 in**  
18   **front of you, the contract?**

19          A.     CRH?

20          **Q.     If not, I can provide one.**

21          A.     I may. Is that in his direct or?

22          **Q.     I believe it's in the direct testimony.**

23               MR. WESTEN: May I approach?

24               JUDGE WOODRUFF: You may.

25                        ///

1 BY MR. WESTEN:

2 Q. Mr. Ives, I have a copy of that right  
3 here for you, if you need it.

4 A. I have a copy right here.

5 Q. Great. The Commissioners all have a  
6 copy.

7 So you just -- you just said that the  
8 Allconnect contract, they are paying for the customer  
9 transfer telephone lines; correct?

10 A. I believe they're paying for the  
11 transferred call.

12 Q. Transferred call. Would you mind turning  
13 to the second page on that document? Actually, I'm  
14 sorry, before we get there, stay on the first page,  
15 very bottom, under definitions 2.3, I'm going to read  
16 that and I want you to tell me if I've read that  
17 correctly or not. "'Customer Data' means the  
18 Transferred Customer's data transferred to KCP&L to  
19 Allconnect, which will include name, service address,  
20 email address, KCP&L service commencement date, and  
21 unique customer identifier." Did I read that  
22 correctly?

23 A. That's what it says.

24 Q. Great. Now let's turn to the second  
25 page. Let's look at 2.13 under definitions. I'm going

1 to read that to you, and I want to you identify if I've  
2 read it correctly. "'Transferred Customer' means an  
3 Eligible Customer who is transferred (i) by KCP&L and  
4 received by Allconnect at its switch along with his or  
5 her Customer Data during the hours that Allconnect has  
6 agreed to receive such calls." Did I read that first  
7 part correctly?

8 A. It looks correct.

9 Q. And that definition of transferred  
10 customer includes the customer data, does it not?

11 A. The definition of transferred customer  
12 does.

13 Q. Thank you. Does KCP&L have a duty to  
14 protect its customer's information?

15 A. We do.

16 Q. And where does that duty come from?

17 A. Oh, I believe that duty in large part  
18 resides in the provision of our service under the --  
19 under the rules and regulations of the Commission.

20 Q. That's just like the rule and regulation  
21 that's found at 20.015(2)(c); isn't that right?

22 A. Might have to -- you might have to give  
23 me the specifics, because I'm not an expert in the  
24 numbers.

25 Q. I can provide that regulation for you.

1 MR. WESTEN: Judge, may I approach?

2 BY MR. WESTEN:

3 Q. This is a copy of the Affiliate  
4 Transaction Rule that Mr. Thompson has already provided  
5 to the Commission.

6 A. Okay. That's helpful. I do have a copy  
7 of that here.

8 Q. Great. And that regulation cite that I  
9 just read, 20 is short for 4 CSR 240-20.015. And then  
10 if you look on the bottom right-hand side of that page  
11 of regulationS, you'll see two -- (2) for standards,  
12 and (c), that's the regulation I was referring to. And  
13 you just said your duty to protect customer information  
14 comes from regulations and statutes that are from the  
15 PSC, and I asked if you would agree that this  
16 regulation also comes from the PSC statutes and  
17 regulations.

18 A. I agree. This is the one we've been  
19 talking about.

20 Q. Great. Let me read that first sentence  
21 to you, and I'd like you to ask -- or I'd like to ask  
22 you if I read it correctly. "Specific customer  
23 information shall be made available to affiliated or  
24 unaffiliated entities only upon consent of the customer  
25 or as otherwise provided by law or commission rules or



1 orders." Did I read that first sentence correctly?

2 A. That's what it says.

3 Q. Thank you. Mr. Ives, attached to your  
4 testimony, your rebuttal testimony, you included  
5 schedules -- Schedule DRI-1 and DRI-2. Do you have  
6 those available to you?

7 A. I do.

8 Q. Okay. Now, in Schedule DRI-1, this is a  
9 document that provides seven pages of third-party  
10 transactions, correct, between KCP&L, GMO, and GPES, or  
11 some variation of those three?

12 A. Yeah, I think it's -- I think it's the  
13 contracts. My testimony says specifically, but I think  
14 it's the contracts entered over the period that was the  
15 test year consistent with the KCP&L case by any GPE  
16 contracting entity.

17 Q. Great. And I looked through that and the  
18 question I had for you is in those seven pages, is  
19 there an example of a contract where the third party is  
20 paying KCP&L for a good or a service rather than KCP&L  
21 paying the third party for a good or service? Does  
22 that question make sense?

23 A. It does.

24 Q. Okay. Would you mind looking through and  
25 letting me know if there are any examples of where

1 **KCP&L or GMO is being paid by the third-party**  
2 **contractor?**

3 A. I will look through it and I will do my  
4 best.

5 **Q. Thank you.**

6 A. I'm not the procurement department and  
7 the folks in there, so...

8 **Q. Okay.**

9 A. So -- so I would say based on my quick  
10 review of these seven pages, my limited understanding  
11 of the details of each one of these contracts and the  
12 descriptions that are provided --

13 **Q. Uh-huh.**

14 A. -- I didn't see any that jump out that  
15 are payment for services provided.

16 **Q. That -- that statement would be**  
17 **consistent with your statement in Schedule 2 -- or I'm**  
18 **sorry, Schedule DRI-2, which is also attached to your**  
19 **surrebuttal testimony. I'm looking at page 2 of 3.**  
20 **And this is about a third of the way down, the second**  
21 **page, the sentence before the (c), and this is a**  
22 **response to a data request that Staff made in this case**  
23 **to you, which you responded to and verified that**  
24 **third-party contractors, do you see where I'm starting**  
25 **there? This is four lines up from --**

1           A.     I see that in a few places, that starting  
2 point in the sentence.

3           **Q.     I'm going --**

4           MR. FISCHER: I'm sorry, Counsel, what  
5 reference -- what page are you talking to?

6           MR. WESTEN: This is page 2 of 3 of  
7 schedule DRI-2 attached to Mr. Ives's rebuttal  
8 testimony.

9           MR. FISCHER: Thank you.

10          BY MR. WESTEN:

11          **Q.     And I'm looking at a line starting 13**  
12 **lines down from the top.**

13          A.     Okay. I'm on that line.

14          **Q.     And this sentence starts in the middle of**  
15 **that line, and it starts with third-party contractors.**

16          A.     I see that.

17          **Q.     Great. So that -- that line that you**  
18 **wrote says, third-party contractors, such as those**  
19 **referred to by KCP&L and GMO, in this data request**  
20 **performs services to the best of my knowledge to solely**  
21 **support regulated utility service of which there is no**  
22 **comparison to KCP&L and GMO and the Allconnect direct**  
23 **transfer service agreement with GPES. Did I read that**  
24 **sentence correctly?**

25          A.     You read that sentence correctly.

1           **Q.     And this is, again, your response to your**  
2 **signed affidavit of a DR in your surrebuttal in this**  
3 **case, is it not? Or rebuttal. Sorry**

4           A.     I believe this is a DR that we requested  
5 of Staff. It's not my response.

6           **Q.     This is not -- this is not your response?**

7           A.     I believe this is Staff's response to our  
8 data request.

9           **Q.     Do you agree with this statement that**  
10 **your Allconnect relationship is different from all of**  
11 **your other third-party contractors where, as you just**  
12 **went through that list, that seven pages, none of those**  
13 **contractors pay KCP&L for information?**

14          A.     I agree that in my quick perusal, I  
15 didn't identify any that I was aware of that pay us for  
16 information. I'm not sure that the contractual terms  
17 and responsibilities differ significantly because of  
18 what services or goods are moving.

19          **Q.     So your position is that you're not**  
20 **familiar with the contracts that you have listed that**  
21 **were attached to your rebuttal testimony?**

22          A.     I have not reviewed all of those  
23 contracts, no.

24          **Q.     Okay. And you just identified to me**  
25 **earlier that you are the regulatory manager of KCP&L?**

1           A.     I'm the vice-president of regulatory  
2     affairs for KCP&L and KCP&L Greater Missouri  
3     Operations.

4           **Q.     I just have one last question for you.**  
5     **Going back to the regulation that I read to you**  
6     **earlier.**

7           A.     The Affiliate Transaction Regulation?

8           **Q.     The standards -- the customer information**  
9     **portion of those rules, 2(C). You agree that I read**  
10    **that correctly?**

11          A.     I agree you read that sentence of that  
12    correctly.

13          **Q.     And on page 15, line 15 through 18 of**  
14    **your testimony, you have commented that --**

15          A.     I'm sorry, what page of my testimony?

16          **Q.     Page 15, line 15 through 18. You've**  
17    **testified that a commonsense reading of 4 CSR**  
18    **240-20.015(2)(c) should permit the conduct of the**  
19    **company regardless of whether consent of the customer**  
20    **is obtained because this is how utilities have operated**  
21    **in the state of Missouri for decades; correct? That's**  
22    **your statement?**

23          A.     That is one sentence of my testimony on  
24    this topic, yes, I agree, you read it correctly.

25          **Q.     Do you agree with Mr. Caisley's assertion**

1 **that a customer must affirmatively speak up and decline**  
2 **to be transferred to Allconnect?**

3 A. In our model, in our scripts today, I  
4 believe customers speak up and say whether or not they  
5 want to be transferred, yes.

6 Q. But yes or no, do you agree with  
7 Mr. Caisley, or do you agree that customers must  
8 affirmatively speak up and decline to be transferred,  
9 or otherwise they will be transferred?

10 A. With the add-on you just gave, I agree.

11 Q. You agree. And are you -- is it fair to  
12 say, then, that KCP&L's position is that the customer  
13 is implicitly consenting to the transfer if they do not  
14 affirmatively speak up and decline to be transferred?

15 A. I guess I would say that -- that they are  
16 -- that they are being transferred if they don't -- if  
17 they don't suggest that they don't want to be  
18 transferred, and from there, their customer information  
19 isn't being utilized for any other purpose than  
20 verification of the customer data unless they consent  
21 to Allconnect to continue in the process. I think  
22 that's when the consent is provided before it is  
23 utilized for any other purpose than the verification of  
24 the regulated information.

25 Q. Mr. Ives, I don't -- I don't mean to --

1 to direct you back to different documents again, but  
2 could you please look at the second page of the  
3 transfer agreement between GPES, Allconnect, KCP&L and  
4 KCP&L-GMO?

5 A. Let's see. One second.

6 Q. Sure.

7 A. So the transfer agreement, the second  
8 page?

9 Q. The second page. We're going to look at  
10 definitions again.

11 A. Yep.

12 Q. So you just told me that you believe the  
13 consent comes into play after the customer has been  
14 transferred to Allconnect and the customer is  
15 consenting to Allconnect's services. That's a  
16 paraphrase of what you just told me; correct?

17 MR. FISCHER: I think that's an incorrect  
18 paraphrase, but go ahead and answer.

19 THE WITNESS: Yeah, I think what I said  
20 is that the consent for utilization and that customer  
21 information for anything other than the regulated  
22 purpose occurs when the customer says they will do --  
23 they will explore the services with Allconnect. It  
24 might have been a little bit more specific than your  
25 paraphrase.

1 BY MR. WESTEN:

2 Q. So you're saying that you believe the  
3 consent comes into play multiple times. The customer  
4 has to consent to transfer, the customer then consent  
5 to Allconnect's use of the customer's information?

6 A. I'm saying that the customer can deny  
7 transfer before it goes to Allconnect. Once they are  
8 transferred because they have not denied, the customer  
9 information then is provided over there, it's utilized  
10 to verify the regulated information.

11 Q. Okay. Thank you.

12 A. And then once that happens, they provide  
13 consent to continue on with the Allconnect services.  
14 That's when Allconnect uses that customer information  
15 for anything other than regulated purposes.

16 Q. So again, you just identified there are  
17 two levels of consent. The customers consent to  
18 Allconnect for use of their information for  
19 non-regulated purposes, and then you're also saying  
20 that the customer must decline to be transferred, which  
21 would then not be -- which would then be the customer  
22 not providing consent to the transfer?

23 A. I guess -- I guess if they declined -- if  
24 they declined to transfer, they're not giving consent  
25 to transfer, so yes.



1           **Q. But a customer would have to**  
2 **affirmatively speak up and decline the transfer to**  
3 **decline consent to the transfer; isn't that correct?**

4           A. Can you state that again?

5           **Q. A customer would have to decline the**  
6 **transfer to affirmatively decline consent to the**  
7 **transfer?**

8           A. We may be parsing words, but -- but if  
9 the customer declines a transfer, then they're not  
10 consenting to transfer.

11           **Q. If the customer doesn't decline, if the**  
12 **customer says nothing, you believe they are consenting**  
13 **to the transfer, yes or no?**

14           A. I believe they -- they have the  
15 expectation that they're being transferred, yes.

16           **Q. They are consenting to the transfer if**  
17 **they do not speak up, yes or no?**

18           A. Yes.

19           **Q. Thank you. That wasn't that hard, was**  
20 **it?**

21           A. It was.

22           **Q. It was? So the KCP&L position, then, is**  
23 **that as long as the customer remains silent, they are**  
24 **consenting to the transfer. Isn't that what you just**  
25 **said?**

1           A.     Yes.

2           **Q.     Thank you very much.**

3           MR. WESTEN: I have no further questions.

4           JUDGE WOODRUFF: Come up for questions  
5 from the bench. Mr. Chairman?

6           CHAIRMAN HALL: Good afternoon.

7           THE WITNESS: Good afternoon.

8           CHAIRMAN HALL: I have no questions.

9           Thank you.

10          JUDGE WOODRUFF: Commissioner Kenney?

11          THE WITNESS: Thank you.

12          COMMISSIONER KENNEY: No questions.

13          JUDGE WOODRUFF: Commissioner Rupp?

14          COMMISSIONER RUPP: No questions.

15          JUDGE WOODRUFF: Commissioner Coleman?

16          COMMISSIONER COLEMAN: None.

17          JUDGE WOODRUFF: All right. No questions  
18 from the bench, so no recross. Any redirect?

19          MR. FISCHER: Just briefly.

20                 REDIRECT EXAMINATION

21          QUESTIONS BY MR. FISCHER:

22                 **Q.     Mr. Ives, does Kansas City Power & Light**  
23 **transfer the phone number and the e-mail of the**  
24 **customer to Allconnect under your understanding of the**  
25 **way it works?**

1           A.     We do not.

2           **Q.     And Mr. Westen asked you whether the**  
3 **name, address, mailing, phone, identifier, e-mail**  
4 **service, start date were valuable information. Do you**  
5 **recall that?**

6           A.     I recall that question.

7           **Q.     You're involved with rate cases here in**  
8 **Missouri; correct?**

9           A.     I am.

10          **Q.     Does the Staff increase the rate base of**  
11 **Kansas City Power & Light of GMO for the name, address,**  
12 **mailing, phone number, identifier or service start**  
13 **date?**

14          A.     No, it does not. And I might add that  
15 the first 20 years of my career were in accounting and  
16 financial reporting, and I did it at KCP&L for 15, and  
17 we don't have an asset on the books for that  
18 information either.

19          **Q.     Okay. And he referred you to -- Staff**  
20 **counsel referred you to the contract list. Would you**  
21 **go to page 5 of 7, the next to the last item where**  
22 **there's a reference to the Allconnect agreement? It's**  
23 **the next to the last item on page 5 of 7.**

24          A.     I do see that.

25          **Q.     Does that say revenue agreement there?**

1 A. I see, I missed it, it does.

2 Q. And if you go to the previous page,  
3 page 4 of 7 on the fifth line down, is there another  
4 revenue agreement there?

5 A. Page -- page 4 of 7?

6 Q. Yes.

7 A. I did not do a very good initial scan. I  
8 see that there is another revenue agreement listed.

9 Q. Would that suggest to you that this is at  
10 least one example of a contract where KCP&L's being  
11 paid revenue?

12 A. Yeah, it looks like it's probably being  
13 paid for the sale of -- of a good.

14 Q. And the list here, is this an exclusive  
15 list of all contracts that KCP&L has or is this just a  
16 list of contracts that were started during this period?

17 A. It's just a list of contracts that were  
18 procured over that -- that annual period that coincides  
19 with the test year.

20 Q. That had start dates during this period?

21 A. Yes, absolutely. It's not -- it's not  
22 all legacy contracts that operated during that period.  
23 I should have been more clear.

24 Q. So there could be other agreements with  
25 the company where they receive revenue for various

1 **reasons; correct?**

2 A. I suspect we have thousands of  
3 agreements, some of which may also have revenue  
4 components to them.

5 Q. Mr. Ives, is it your understanding of the  
6 way the arrangements work with Allconnect -- or the  
7 KCP&L CSR, before she transfers the call to Allconnect,  
8 that she asks the customer if they have any questions  
9 and if there's anything else that they can do to help  
10 them before that transfer occurs?

11 A. That is my understanding based on  
12 discussions with Jeannie Trueitt and also consistent  
13 with her testimony.

14 Q. And only if they don't say that -- they  
15 don't have any questions and they don't need help with  
16 anything else, at that point, they get transferred;  
17 correct?

18 A. That's correct.

19 MR. FISCHER: Okay. That's all I have,  
20 judge. Thank you very much.

21 JUDGE WOODRUFF: Thank you. And  
22 Mr. Ives, you can step down.

23 THE WITNESS: Thank you.

24 JUDGE WOODRUFF: And I believe that's the  
25 last witness.

1 MR. THOMPSON: That's correct.

2 JUDGE WOODRUFF: Before we leave, we need  
3 to talk about briefs. And Mr. Chairman, you had some  
4 thoughts on briefs?

5 CHAIRMAN HALL: I don't necessarily have  
6 thoughts as to timing. I'll leave that to you --

7 JUDGE WOODRUFF: Okay.

8 CHAIRMAN HALL: -- to work out with the  
9 parties.

10 JUDGE WOODRUFF: Let me address the  
11 timing first because that was actually established in  
12 the procedural schedule that we issued back in  
13 September, I believe it was. Briefs would be due on  
14 February 11th, reply briefs on February 25th. Does  
15 that still work for everyone? And we'll talk about  
16 expediting the transcript as well. Let's have that due  
17 five working days from today, I think usual would be  
18 ten, so we'll make it due in five days.

19 MR. FISCHER: So the 11th and 25th?

20 JUDGE WOODRUFF: 11th and 25th are for  
21 initial, reply on 25th.

22 MR. FISCHER: Very well.

23 JUDGE WOODRUFF: Mr. Chairman, you had  
24 some ideas on what you needed to see in the briefs?

25 CHAIRMAN HALL: Yeah, in addition to

1 whatever the parties would customarily include in the  
2 briefs, there's two items that I would like to see  
3 included specifically. I want the parties to include  
4 their positions as to the factual and legal basis for  
5 determining that, one, the current Allconnect mover  
6 server's program violates public policy and must be  
7 discontinued whether or not such program violates a  
8 specific statute or PSC rule, and any Allconnect mover  
9 server's program going forward must include, one,  
10 expressed, informed consent by the consumer before the  
11 consumer is transferred to Allconnect, and all revenues  
12 derived from the Allconnect program and associated  
13 costs are booked above the line as regulated accounts.

14 JUDGE WOODRUFF: Okay. Anything from any  
15 of the other Commissioners? Okay. Anything else from  
16 the parties?

17 MR. FISCHER: Thank you, Judge.

18 JUDGE WOODRUFF: With that, we are  
19 adjourned. Thank you.

20 (WHEREUPON, the hearing was adjourned at  
21 3:52 p.m.)  
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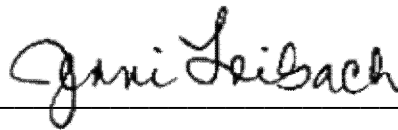
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