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PUBLIC SERVICE  
COMMISSION

Mr. Jeff DeRouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602-0615

**Louisville Gas and Electric  
Company**  
State Regulation and Rates  
220 West Main Street  
PO Box 32010  
Louisville, Kentucky 40232  
www.eon-us.com

November 12, 2009

Rick E. Lovekamp  
Manager - Regulatory Affairs  
T 502-627-3780  
F 502-627-3213  
rick.lovekamp@eon-us.com

RE: In the Matter of David and Laura Davis v. Louisville Gas and Electric  
Company  
Case No. 2009-00420

Dear Mr. DeRouen:

Enclosed please find an original and ten (10) copies of the Answer of Louisville Gas and Electric Company to the Complaint of David and Laura Davis and a Petition for Confidential Protection in the above-referenced proceeding.

Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Rick E. Lovekamp'. The signature is written in a cursive, flowing style.

Rick E. Lovekamp

cc: David and Laura Davis

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

<b>DAVID AND LAURA DAVIS</b>	)	
	)	
<b>COMPLAINANT</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO. 2009-00420</b>
	)	
<b>LOUISVILLE GAS AND ELECTRIC</b>	)	
<b>COMPANY</b>	)	
	)	
	)	
<b>DEFENDANT</b>	)	

\* \* \* \* \*

**ANSWER OF**  
**LOUISVILLE GAS AND ELECTRIC COMPANY**

In accordance with the Kentucky Public Service Commission’s (“Commission”) Order of November 2, 2009 in the above-captioned proceeding, Louisville Gas and Electric Company (“LG&E” or the “Company”) respectfully submits this Answer to the Complaint of David and Laura Davis filed on October 21, 2009. In support of its Answer, and in response to the specific averments contained in said Complaint, LG&E states as follows:

1. LG&E admits the allegations contained in paragraph (a) of the Complaint, on information and belief.

2. With regard to the allegations contained in paragraph (b) of the Complaint, LG&E states that its primary business address is 220 West Main Street, Louisville, Kentucky 40202.

3. With regard to the allegations contained in paragraph (c) of the Complaint, LG&E states as follows:

a. LG&E admits the statement, “[i]n -7/09 my Louisville Gas & Ele was disconnected, I called and was told I didn’t pay my bill in full and I stilled owed them a balance of \$140.00 or so.”

b. LG&E admits the statement, “I advised them this was an error on my part, but they told me because of that they would charge me a reconnect fee, and a \$295.00 deposit.”

c. LG&E admits the statement, “I told them I was unable to pay that amount and needed it waived.”

d. LG&E admits the statement, “[t]hey refused [to waive the deposit], so I ask for a payment plan to pay this, the customer service associate I was speaking to was unable to help me, and after several attempts to make arrangements I ask for a manager.”

e. With regard to the averment, “because I knew I wouldn’t be able to pay this at one time, I had been running behind because my husband lost his job in may 2008 and we had a very large pay cut,” LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment.

f. With regard to the averment, “so they let me talk to Barbie, Barbie advised me that only a manager could set up arrangement other than payment in full,”

LG&E affirmatively states that any Customer Service Representative has the ability to set up payment arrangements.

g. LG&E admits the averment, “she told me that she would set the \$295.00 up over 4 payments, however I would have to make my payment on time or it would void my payment plan and I would have to pay this amount in full.”

h. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment, “I reluctantly agreed because I didn’t have any other option.”

i. With regard to the averment, “Barbie told me that I would have to pay \$175.00 that day (I guess it was my balance plus a reconnect fee) then would have to pay the 1/4<sup>th</sup> of the payment plan and my bill, which would be \$215.00 and I would have to pay it by the date on the green bill,” LG&E admits that Ms. Davis was required to pay by July 29, 2009 in order to have her service reconnected.

j. With regard to the averment, “[s]o on august 14<sup>th</sup> I paid my 1<sup>st</sup> installment and my LGE bill which was \$215.00, so I kept to my end of the deal,” LG&E admits that Ms. Davis paid \$215.00 but affirmatively states that her August bill was actually \$215.02, which is hereby attached as Exhibit A.

k. With regard to the averment, “[h]owever when I received my next bill on September 2, 2009 it had a total amount due of \$361.73 which was \$140.46 for my utilities and \$221.25 for the other charges since this was not broke down into my agreed amount,” LG&E admits that the charges due on Ms. Davis’ September bill, hereto attached as Exhibit B, were \$361.73, which included \$221.25 for the balance due of the deposit. However, LG&E affirmatively states that because Ms. Davis did not pay her

August bill in full (albeit \$0.02 short), she was automatically removed from the installment plan for the deposit, and therefore, the entire amount was due on the next bill.

l. With regard to the averment, "I called and spoke to a Darlene about our arrangement with Barbie she looked into all of the information I gave her and she said I don't understand what happened but I see that you paid what you were to pay and that the remaining balance of \$221.25 on the other charged should be broke into 3 other installments she assured me that everything was ok, and just keep to my arrangement that I made and everything would be fine," LG&E affirmatively states that Ms. Davis spoke with a Customer Service Representative on September 2, 2009.

m. With regard to the averment, "[s]o on September 14<sup>th</sup> 2009 I paid my 2<sup>nd</sup> installment amount and my payment that was in the amount of \$214.71 and I paid it by bill matrix, that was posted to account [deleted] I gave all my information to them and posted my payment on time and for the correct amount, they gave me a confirmation number of [deleted]," LG&E affirmatively states that Ms. Davis paid \$214.71 through Bill Matrix over the telephone on September 14, 2009. However, in order for the payment to be posted to the correct account, the customer must provide the correct account number at the time of payment. LG&E affirmatively states that Ms. Davis did not provide the correct account number to Bill Matrix resulting in her payment being posted to the wrong account. Specifically, three numbers were transposed.

n. With regard to the averment, "then on sept 22, 2009 I received a brown notice telling me to pay in full by sept 30, or they would shut my service off again," LG&E admits that Ms. Davis received a brown bill, which is hereto attached as Exhibit C, because her payment was posted to the wrong account.

o. With regard to the averment, “so of course I called, (by the way, you never get right thur, always a 10-15 min wait),” LG&E is without knowledge or information sufficient to form a belief as to how long Ms. Davis waited for a Customer Service Representative.

p. With regard to the averment, “now a customer service associate by the name of john answers the phone, and I have to spend several minutes on the phone telling them what has happened, he said no payment was made for sept, I told him I paid with bill matrix, and that they gave me the confirmation number and everything,” LG&E admits that Ms. Davis called our Customer Care Center on September 22, 2009 and spoke with a Customer Service Representative.

q. With regard to the averment, “at this point I am so upset, because every month I have to call and figure out what is going on because they were not keeping their end of the arrangement,” LG&E denies that LG&E did not uphold the arrangement.

r. With regard to the averment, “[s]o Now I have John on the phone telling him everything again just for him to say he cant do anything, I have to call bill matrix, and if I paid they will be able to tell him, then and only then will the payment be posted and everything will be set back up, I told him I had the number, he said he cant do anything with it they could, he advised me to call 18009679649, and give them my information and when they find my money, have them fax a copy of the amount, and the DATE it was paid so he could post the money and get this back on the payment plan,” LG&E admits Ms. Davis called and spoke with a Customer Service Representative on September 22, 2009.

s. With regard to the averments, “so of course I did all the work calling all the phone numbers and I spoke to Lakinda at bill matrix she advised that the account number it was posted to was wrong, that the numbers were backwards, it went to account [deleted] and it should have been account [deleted], after we once again got everything accounted for and see what had happened, she agreed to fax all info to john, and that is what she done” LG&E admits that it received a facsimile from Bill Matrix concerning Ms. Davis’ account on September 22, 2009.

t. LG&E admits the averment, “[o]n that same day, John called back and left a message on the cell phone telling me that they received all information and everything was corrected, and my payment plan was back on, so I just left it as that.”

u. With regard to the averment, “but guess what they came and shut my service back off on 9/30/2009,” LG&E admits that Ms. Davis’ service was disconnected on September 30, 2009.

v. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averments, “[s]o once again I am on the phone it took me 22 min of the 30 min lunch I got to get someone on the phone, that is when Keisha took the call, and as you can imagine I was so upset that I was loud and very demanding to speak to a manager, I advised I didn’t want to go thur all my information once again, just to have them put me on with a manager because they didn’t have authority to do anything, she insisted I tell her what happened before she could look for a manager, so I told her everything, she said she would have a manager call me back. I told her I was at lunch I didn’t want to hang up, I wanted a manager now, she told me that she would look for one, but if she couldn’t find one I wouldn’t be able to hold they had other customers, and I

then told her I would hold while she went to look for one, she came back to the phone after a few seconds, and just disconnected the phone, so now I am beside myself completely mad that I would be treated that way, when I have been nothing but apologetic to the staff about my anger and disapproval of how things were ran there,” except that LG&E affirmatively states that Ms. Davis called and spoke with a Customer Service Representative on September 30, 2009 and demanded to speak with a manager. The Customer Service Representative put in a request for a manager, but a manager was not immediately available.

w. LG&E admits the averment, “I called back, and after 15 min got a Deidra, I went thur this again and this is what she said, well I see that you are right, we did shut you off in error, I see that John got the fax, and he tried to set you back up on the payment plan but the computer didn’t take it. I ask that she get my service back on ASAP and she said a manager would have to do that and that she would tell them what happened and have someone call me back.”

x. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment, “within a few min a gentleman by the name of Bruce call me back, and told me he was a manager, So I was thinking he knew what was going on, however he was calling me because of Keisha, not Deidra, kasha never told him what happened, just had him call so since he didn’t know why I was calling I had to tell him everything again,” except that LG&E affirmatively states that a Customer Service Coach called Ms. Davis on September 30, 2009.

y. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment, “I advised I was so upset on how things were



conducted that I wanted to charge them a fee of \$295.00 just like they did me,” except that LG&E admits Ms. Davis informed the Customer Service Coach of her desire to charge LG&E.

z. LG&E denies the averment, “Bruce didn’t seem to understand anything I was saying, he seem to be very slow with comprhenstion.”

aa. With regard to the averment, “ok now at this point the said yes their error, would turn service back on didn’t know what happened and would make sure he spoke to dispatch and that was at noon,” LG&E affirmatively states that service was reconnected on September 30, 2009.

bb. With regard to the averment, “in between that time, another female manager called me and advised me Bruce was not a manager but a coach what ever that means. I did advise her that he seen it was their error and that he was going to have it turned back on ASAP, I did ask her to also call and make sure they were going to take care of this and she said she would,” LG&E affirmatively states that service was reconnected on September 30, 2009.

cc. With regard to the averment, “[n]ow with in the next few hours I have had to call a few time to see when they were going to turn my service on, I had to tell everything about the account again so they would know that this error was LG&E and send them back out ASAP like they said they would to turn it back on,” LG&E affirmatively states that service was reconnected on September 30, 2009.

dd. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment, “[a]t 4:20pm (they turned it off at 11am) they send a employee to my house to turn the service back on, I ask why it would take 5 plus hours

to turn back on he said that they gave him the notice at 1204 and ask me to look at the screen in the truck, he said they didn't tell him it was a error on their part to rush the order, so he takes them in line. I advised to the driver everything that went on, he of course said he was sorry but he can only do so much," except that LG&E admits Ms. Davis' service was reconnected on September 30, 2009.

ee. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment, "I got the phone number for public service commission and called I spoke to Matt, I told him I wanted to file a complaint, I told him everything that happened and his response was what do you want me to do, after I told him off, he changed his tune and said he meant it as in what can he do to help me, he took all the info and had someone call me back."

ff. With regard to the averment, "that is when I got a call from Marla another employee of LG&E called me back and her response was, we will set you back up on the payment plan, I advised that what I was asking for was my part of the deposit back, that they charged me \$295.00 for my original error and now the least they can do is give me back my money that I paid (not their money my money) she said they don't do that, and she did say they were sorry, but that is all she can offer me is the payment plan, I advised the payment plan was never followed, I have been out a lot more then them, I advised this payment plan is not what I wanted I wanted the money back that I paid in, she said she would have someone else call me and see what they can do but she is unable to do that," LG&E admits that Marla Couch contacted Ms. Davis on October 1, 2009 to attempt to satisfy Ms. Davis' complaints.

gg. With regard to the averment, “so a few days later I got a called from Tim Melton, he ask what I wanted, I told him my money back and the rest of the deposit waived, he said they don’t waive that money for anyone, I advised I didn’t want to discuss just anyone, I was talking about my case,” LG&E affirmatively states that Tim Melton contacted Ms. Davis on October 2, 2009 to attempt to satisfy her complaints.

hh. LG&E denies the averments, “and everything should not be black and white, I advised that for all of my problem I should be given my money back, that they as a corp. are not being fair, for my error they are allowed to charge this fee of \$295.00 but they do not have to charge it, and I don’t think they should be able to keep making all of the error that they have made and no one be able to hold them accountable just because they are larger then myself, I told him I wouldn’t agree with him and I know they have to have someone that would understand and agree with me that they should have to pay for the error they have made, why do I not have a word in this, why isn’t anyone going to hold this company at bay for the errors that they are doing, I bet you this is not the only person that they have messed with, that \$295.00 on the bottom line is a lot of money, I bet if any one completed a study on this they would see that the one to benefit is corporation, they have no right to treat someone with the complete disrespect that they have treated me with and have no consequence will someone please listen to me I am a hard working person that is doing the best that I can to keep things going, and this is a lot of money to me I do expect my money back. When it all comes down to it the original payment plan, was for my error, and now that I came back to your company about their error, I think I should be given my money back.”

4. LG&E denies all allegations contained in the Complaint which are not expressly admitted in the foregoing paragraphs of this Answer, as well as the relief requested in Ms. Davis' Complaint.

**FIRST AFFIRMATIVE DEFENSE**

LG&E requires customers to pay a deposit if they are disconnected for nonpayment. However, such deposit will be refunded with interest after twelve months if a customer maintains a satisfactory payment record.

**SECOND AFFIRMATIVE DEFENSE**

The Complaint, or parts of it, fails to set forth any claim upon which relief can be granted by this Commission and, therefore should be dismissed.

**THIRD AFFIRMATIVE DEFENSE**

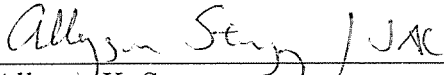
The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

**WHEREFORE**, for all of the reasons set forth above, Louisville Gas and Electric Company respectfully requests:

- (1) that the Complaint herein be dismissed without further action taken by the Commission;
- (2) that this matter be closed on the Commission's docket; and
- (3) that LG&E be afforded any and all other relief to which it may be entitled.

Dated: November 12, 2009

Respectfully submitted,

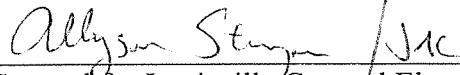
  
\_\_\_\_\_  
Allyson K. Sturgeon  
Senior Corporate Attorney  
E.ON U.S. LLC  
220 West Main Street  
Louisville, Kentucky 40202  
(502) 627-2088

Counsel for Louisville Gas and Electric  
Company

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following on the 12th day of November, 2009, U.S. mail, postage prepaid:

Laura Davis  
11706 Wiltonwood Court  
Louisville, Kentucky 40272

  
\_\_\_\_\_  
Counsel for Louisville Gas and Electric  
Company

**EXHIBIT A**



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM(EST)  
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)  
 Telephone Payments: (800) 780-9723  
 Power Outage Reporting: (502) 589-3500  
 www.eon-us.com

DUE DATE	AMOUNT DUE
08/17/09	\$215.02

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

ACCOUNT INFORMATION	
Account Number:	[REDACTED]
Account Name:	DAVID S DAVIS
Service Address:	11706 Wiltonwood Ct
Next Read Date:	08/28/09

Averages for Billing Period	This Year	Last Year
Average Temperature	73°	80°
Number of Days Billed	30	33
Electric/kwh per day	52.2	59.7
Gas/ccf per day	0.4	0.5

BILLING SUMMARY	
Previous Balance	467.47
Payment as of 08/03	(175.00)
Balance as of 08/03	292.47
Electric Charges	116.62
Gas Charges	20.34
Utility Charges as of 08/03	136.96
Other Charges	(214.41)
<b>Total Amount Due</b>	<b>215.02</b>

**ELECTRIC CHARGES**

<b>Rate Type: Residential Electric Service</b>	
Customer Charge	5.00
Energy Charge	104.33
<b>Other Charges For Above Rates</b>	
Electric Fuel Adjustment (\$0.00184 x 1567 kwh)	2.88
Electric DSM (\$0.00193 x 1567.00 kwh)	3.02
Environmental Surcharge (1.080% x \$115.23)	1.24
Home Energy Assistance Fund Charge	0.15
<b>Total Electric Charges</b>	<b>\$116.62</b>

**GAS CHARGES**

<b>Rate Type: Residential Gas Service</b>	
Customer Charge	9.50
Gas Distribution Charge (\$0.21349 x 13 ccf)	2.78
Gas Supply Component (\$0.59913 x 13 ccf)	7.79
<b>Other Charges For Above Rates</b>	
Gas DSM (\$0.00923 x 13.00 ccf)	0.12
Home Energy Assistance Fund Charge	0.15
<b>Total Gas Charges</b>	<b>\$20.34</b>

Please see reverse side for additional charges.

Bring entire bill when paying in person.

**Customer Service (502) 589-1444**

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 3 Days After Due Date	Winter Help Donation	Amount Enclosed
[REDACTED]	08/17/09	\$215.02	\$221.87		\$

Check here if plan(s) requested on back of stub

Home Phone # (XXX)

OFFICE USE ONLY:  
 MRU02837016, G000000  
 P467.47



PO BOX 538612  
 ATLANTA, GA 30353-8612

#BWNGGLS  
 #121203174 2#  
 DAVID S DAVIS  
 LAURA DAVIS  
 11706 WILTONWOOD CT  
 LOUISVILLE KY 40272-4965

PRINTED ON RECYCLED PAPER  
 Rev. 09/07/27

Service Address: 11706 Wiltonwood Ct

0103000121959820000000022187000000215020000000000014

## METER AND USAGE INFORMATION

## ELECTRIC

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
Residential Electric Service kwh	660836	07/01/09	72835	07/31/09	74402	R	1		1567
							<b>Total Usage</b>		<b>1567</b>

## GAS

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	ccf	
Residential Gas Service ccf	543734	07/01/09	6401	07/31/09	6414	R	1	13	
							<b>Total Usage</b>	<b>13</b>	

## OTHER CHARGES

Late Payment Charge	6.84
Deposit Month Plan	73.75
Transfer to Installment Plan	-295.00
<b>Total Other Charges Due</b>	<b>\$-214.41</b>

## BILLING INFORMATION

Late Charge to be Assessed 3 Days After Due Date \$6.85

Meter Read Codes R - Actual Read; V - Verified Read; E - Estimated Read; S - Self Read

**Environmental Surcharge:** A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

After payment, Your Deferred Agreement Balance is \$0.00

## IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

**The power to save. It's in your hands.** The amount of electricity you consumed during this billing cycle resulted in the production of approximately 3134 pounds of CO<sub>2</sub>. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Visit [www.eon-us.com](http://www.eon-us.com) for Smart Saver tips to help you better manage and lessen the impact of your energy usage.

To request a copy of your rate schedule, please call (502) 589-1444.

New enrollment only - **Please check box(es) below and on front of stub.**

- Budget Plan
- I would like to enroll in Demand Conservation.
- Automatic Bank Club (voided check must be provided)

**Please deduct my Automatic Bank Club Payment from my Checking Account.**

I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Processing Automatic Bank Club requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.



**IMPORTANT INFORMATION (cont)**

Please make note of your new account number, which can be found on the front of your bill. Your old account number, [REDACTED] is no longer valid but is provided here for reference purposes only.

**EXHIBIT B**



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM(EST)  
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)  
 Telephone Payments: (800) 780-9723  
 Power Outage Reporting: (502) 589-3500  
 www.eon-us.com

DUE DATE	AMOUNT DUE
09/14/09	\$361.73

**Current due date applies to the current bill only. Previous amount due may be subject to disconnection.**

Averages for Billing Period	This Year	Last Year
Average Temperature	76°	79°
Number of Days Billed	31	30
Electric/kwh per day	55.9	56.9
Gas/ccf per day	0.3	0.4

ACCOUNT INFORMATION	
Account Number:	[REDACTED]
Account Name:	DAVID S DAVIS
Service Address:	11706 Wiltonwood Ct
Next Read Date:	09/30/09

BILLING SUMMARY	
Previous Balance	215.02
Payment as of 09/01	(215.00)
Balance as of 09/01	0.02
Electric Charges	122.51
Gas Charges	17.95
Utility Charges as of 09/01	140.46
Other Charges	221.25
<b>Total Amount Due</b>	<b>361.73</b>

**ELECTRIC CHARGES**

<b>Rate Type: Residential Electric Service</b>	
Customer Charge	5.00
Energy Charge	115.45
<b>Other Charges For Above Rates</b>	
Electric Fuel Adjustment (\$0.00116- x 1734 kwh)	-2.01
Electric DSM (\$0.00193 x 1734.00 kwh)	3.35
Environmental Surcharge (0.470% x \$121.79)	0.57
Home Energy Assistance Fund Charge	0.15
<b>Total Electric Charges</b>	<b>\$122.51</b>

**GAS CHARGES**

<b>Rate Type: Residential Gas Service</b>	
Customer Charge	9.50
Gas Distribution Charge (\$0.21349 x 12 ccf)	2.56
Gas Supply Component (\$0.46914 x 12 ccf)	5.63
<b>Other Charges For Above Rates</b>	
Gas DSM (\$0.00923 x 12.00 ccf)	0.11
Home Energy Assistance Fund Charge	0.15
<b>Total Gas Charges</b>	<b>\$17.95</b>

Please see reverse side for additional charges.

Bring entire bill when paying in person.

**Customer Service (502) 589-1444**

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 3 Days After Due Date	Winter Help Donation	Amount Enclosed
[REDACTED]	09/14/09	\$361.73	\$368.76		\$

Check here if plan(s) requested on back of stub

Home Phone # (XXX)

OFFICE USE ONLY:  
 MRU02837016, G000000  
 P215.02



PO BOX 538612  
 ATLANTA, GA 30353-8612

#124310947 5#  
 DAVID S DAVIS  
 LAURA DAVIS  
 11706 WILTONWOOD CT  
 LOUISVILLE KY 40272-4965

Service Address: 11706 Wiltonwood Ct

PRINTED ON RECYCLED PAPER  
 Rev. 09/08/11

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**METER AND USAGE INFORMATION****ELECTRIC**

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	Demand kw	kwh
Residential Electric Service	660836	07/31/09	74402	08/31/09	76136	R	1		1734
kwh									
							<b>Total Usage</b>		<b>1734</b>

**GAS**

	Meter Number	Previous Read Date	Previous Reading	Current Read Date	Current Reading	Read Code	Meter Multiplier	ccf
Residential Gas Service	543734	07/31/09	6414	08/31/09	6426	R	1	12
ccf								
							<b>Total Usage</b>	<b>12</b>

**OTHER CHARGES**

Removal from Installment Plan	221.25
<b>Total Other Charges Due</b>	<b>\$221.25</b>

**BILLING INFORMATION**

Late Charge to be Assessed 3 Days After Due Date	\$7.03
Meter Read Codes	R - Actual Read; V - Verified Read; E - Estimated Read; S - Self Read

**IMPORTANT INFORMATION**

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

**The power to save. It's in your hands.** The amount of electricity you consumed during this billing cycle resulted in the production of approximately 3468 pounds of CO<sub>2</sub>. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Visit [www.eon-us.com](http://www.eon-us.com) for Smart Saver tips to help you better manage and lessen the impact of your energy usage.

To request a copy of your rate schedule, please call (502) 589-1444.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, [REDACTED] is no longer valid but is provided here for reference purposes only.

New enrollment only - **Please check box(es) below and on front of stub.**

- Budget Plan
- I would like to enroll in Demand Conservation.
- Automatic Bank Club (voided check must be provided)

**Please deduct my Automatic Bank Club Payment from my Checking Account.**

I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Processing Automatic Bank Club requests can take up to two billing cycles. Please continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.

**EXHIBIT C**



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM  
 Walk-In Center Hours: Mon-Fri 8AM-5PM  
 Telephone Payments: (800) 780-9723  
 Power Outage Reporting: (502) 589-3500  
 www.eon-us.com

FINAL PAY DATE	DELINQUENT AMOUNT DUE
09/28/09	\$147.49

**Reconnection of Service:**

Service will be reconnected within 24 hours after verification of full payment of the delinquent amount due. A reconnect fee and a new or additional deposit will be required as a condition of reconnection. If paying by credit card, debit card, or electronic check or at one of our Authorized Payment Agent locations, you will need to call LG&E Customer Service at (502) 589-1444 after payment is made in order to have your service restored.

ACCOUNT INFORMATION	
Account Number:	[REDACTED]
Account Name:	DAVID S DAVIS
Service Address:	11706 WILTONWOOD CT LOUISVILLE KY

Unauthorized reconnection of service is a crime - punishable by law.

**DISCONNECTION NOTICE**

Payment required by the final payment date to avoid disconnection:	147.49
Charges not subject to disconnection:	73.75
<b>Total Delinquent Amount Due:</b>	<b>\$221.24</b>

**BILLING INFORMATION**

Your account is past due. If full payment of the delinquent amount due is not received by the final pay date shown above, your service will be subject to disconnection.

**CUSTOMER ASSISTANCE**

If you are unable to pay the total delinquent amount by the final pay date, call our Customer Service department. You may also contact the Commonwealth of Kentucky's Cabinet for Families and Children at (800) 372-2973 for information about the availability of local, state or federal programs for assistance.

Full payment of the delinquent amount due can be made:

- By credit card, debit card, or electronic check by calling (800) 780-9723. (Transaction fees may apply.)
- On-line at [www.eon-us.com](http://www.eon-us.com). (Transaction fees may apply.)
- By mail. (Payment must be received by the Final Pay Date listed above to avoid disconnection of service.)
- At one of our Authorized Payment Agent locations. (You must present a recent bill at the time you make your payment.)
- At your local LG&E Customer Service Center.

The final pay date will not change upon receipt of future bills. If you dispute the reason for termination, call LG&E at (502) 589-1444.

Customer Service (502) 589-1444

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number
[REDACTED]

Final Pay Date	Delinquent Amount Due	Amount Enclosed
09/28/09	\$147.49	\$

OFFICE USE ONLY:  
MRU020000, G000000



PO BOX 538612  
ATLANTA, GA 30353-8612

#426006887 1#  
DAVID S DAVIS  
LAURA DAVIS  
11706 WILTONWOOD CT  
LOUISVILLE KY 40272-4965

PRINTED ON RECYCLED PAPER  
Rev. 09.08.12

Service Address: 11706 WILTONWOOD CT  
Home Phone (xxx) xxx-xxxx

0103000121959820000000014749000001474900000000000013

## CUSTOMER ASSISTANCE (cont)

If financial assistance is necessary, please call the Crisis and Information Line to find the assistance agencies in your area:  
589-4313

If financial assistance is needed during the heating season (Nov. - Mar.) please contact one of the following:

Central Jefferson County -  
Louisville Community Action Partnership  
810 Barrett Ave.  
Louisville, Ky. 40204  
(502) 574-1157

East Jefferson County -  
Louisville Community Action Partnership  
4810 Exeter Ave.  
Louisville, Ky. 40218  
(502) 574-1270

South Jefferson County -  
Louisville Community Action Partnership  
7219 Dixie Hwy.  
Louisville, Ky. 40258  
(502) 574-1272

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**

**In the Matter of:**

NOV 12 2009

PUBLIC SERVICE  
COMMISSION

**DAVID AND LAURA DAVIS** )  
 )  
**COMPLAINANT** )  
 )  
v. )  
 )  
**LOUISVILLE GAS AND ELECTRIC** )  
**COMPANY** )  
 )  
**DEFENDANT** )

**CASE NO. 2009-00420**

**PETITION OF LOUISVILLE GAS AND ELECTRIC COMPANY**  
**FOR CONFIDENTIAL PROTECTION**

Louisville Gas and Electric Company (“LG&E”) hereby petitions the Kentucky Public Service Commission (“Commission”) pursuant to 807 KAR 5:001, Section 7, and KRS 61.878(1)(a) to grant confidential protection for the items described herein, which LG&E has provided in support of its Answer to the Complaint filed in this proceeding. In support of this Petition, LG&E states as follows:

1. The Kentucky Open Records Act exempts from disclosure certain information of a personal nature where public disclosure would constitute a clearly unwarranted invasion of personal privacy. KRS 61.878(1)(a).

2. In its Answer filed in response to the Complaint in this proceeding, LG&E attached as Exhibits A and B copies of Complainant’s bills for electric utility services and as Exhibit C a copy of a brown bill sent to Complainant. This information contains the customer’s account number and merits confidential protection because LG&E believes that revealing their contents in the public record could result in an unwarranted invasion of personal privacy.



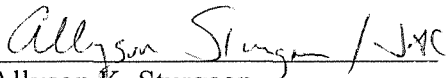
3. If the Commission disagrees with this request for confidential protection, however, it must hold an evidentiary hearing (a) to protect LG&E's due process rights and (b) to supply the Commission with a complete record to enable it to reach a decision with regard to this matter. Utility Regulatory Commission v. Kentucky Water Service Company, Inc., Ky. App., 642 S.W.2d 591, 592-94 (1982).

4. LG&E will disclose the confidential documents, pursuant to a protective agreement, to intervenors and others with a legitimate interest in this information and as required by the Commission. In accordance with the provisions of 807 KAR 5:001 Section 7, the Applicants herewith file with the Commission one copy of the above-discussed documents with the confidential information highlighted and ten (10) copies of its response without the confidential information.

**WHEREFORE**, Louisville Gas and Electric Company respectfully requests that the Commission grant confidential protection for the information at issue, or in the alternative, schedule an evidentiary hearing on all factual issues while maintaining the confidentiality of the information pending the outcome of the hearing.

Dated: November 12, 2009

Respectfully submitted,

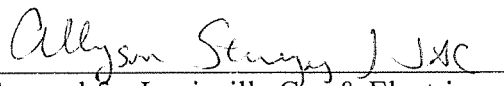
  
Allyson K. Sturgeon  
Senior Corporate Attorney  
E.ON U.S. LLC  
220 West Main Street  
Louisville, Kentucky 40202  
Telephone: (502) 627-2088

Counsel for Louisville Gas and Electric  
Company

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing Petition for Confidential Protection was served via U.S. mail, first-class, postage prepaid, this 12th day of November 2009 upon the following persons:

Laura Davis  
11706 Wiltonwood Court  
Louisville, Kentucky 40272

  
\_\_\_\_\_  
Counsel for Louisville Gas & Electric  
Company