

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | | |
|-------------------------------------|---|------------|
| KIMBERLY NICOLE MEYER |) | |
| |) | |
| COMPLAINANT |) | |
| |) | |
| V. |) | CASE NO. |
| |) | 2010-00070 |
| |) | |
| LOUISVILLE GAS AND ELECTRIC COMPANY |) | |
| |) | |
| DEFENDANT |) | |

ORDER TO SATISFY OR ANSWER

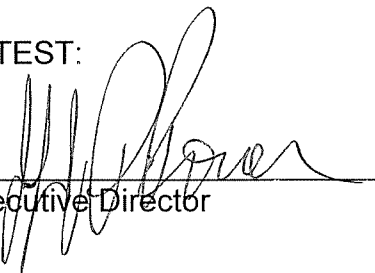
Louisville Gas and Electric Company ("LG&E") is hereby notified that it has been named as defendant in a formal complaint filed on February 12, 2010, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, LG&E is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days of the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

By the Commission

ATTEST:


Executive Director

ENTERED *M*
FEB 25 2010
KENTUCKY PUBLIC
SERVICE COMMISSION

Formal Complaint

Kimberly Nicole Meyer vs. LG + E

Page 2 of 2

Wherefore, complainant asks Please see additional sheets
(Specifically state the relief desired.)

Dated at Louisville, Kentucky, this 9 day
(Your City)

of February, 2010.
(Month)

Kimberly Nicole Meyer
(Your Signature)

(Name and address of attorney, if any)

Before the Public Service Commission

(Insert name of complainant))
Complainant)
vs.) No. _____
(To be inserted by
(Insert name of each defendant)) the secretary)
Defendant)

COMPLAINT

The complaint of (here insert full name of each complainant) respectfully shows:

(a) That (here state name, occupation and post office address of each complainant).

(b) That (here insert full name, occupation and post office address of each defendant).

(c) That (here insert fully and clearly the specific act or thing complained of, such facts as are necessary to give a full understanding of the situation, and the law, order, or rule, and the section or sections thereof, of which a violation is claimed).

WHEREFORE, complainant asks (here state specifically the relief desired).

Dated at Louisville, Kentucky, this 9 day
of February, 2010.

Kimberly N. Meyer
(Name of each complainant)

(Name and address of attorney,
if any)

My complaint involves the fact that LG&E shut my electric off on January 18, 2010. Each month I pay my bill in full. Matthew Rhody, who I have been in communication with at the Public Service Commission, has a copy of my bills from the past two years as proof of this statement. Usually, I receive my bill the first or second week of the month, proceed to my computer and make an online payment. I have never received a brown bill notice from LG&E. While I more than certain people often make this remark with arguments such as this, in my case it happens to be true.

My argument that the electric was shut off in error is as follows:

- 1) I am not in receipt of my monthly bills in time to make a payment by the due date;
- 2) I am not in receipt of my monthly bills in time to make my payments prior to a late charge being issued;
- 3) I pay my bill in full each month;
- 4) My electric was cut off before the February bill had printed which seems extreme, considering my past due amount was from the month of December;

I did not receive my December bill until the first week of January. It was due on December 28, 2009. A late charge was assessed on January 2, 2010. I did not receive the bill until after this date, which would have made it impossible to pay without penalty. Furthermore, if a bill is due on the 28th, customers of LG&E should receive their bill with enough time to budget the money and make the payment, with consideration of the time it takes the post office to deliver the mail. When I spoke with Lisa at LG&E, I was told it is not LG&E's problem the mail is slow. LG&E has a duty to their customers to allow a window for both receiving their bills and delivery of payment of those bills. While I realize the 12-day billing cycle was put in place by EON early in 2009, I would point out that it puts LG&E in an excellent position to collect late fees, noting, as Lisa did state, the mail is slow.

Furthermore, shutting off someone's electric in the middle of winter should be a last recourse. A new bill had not even printed on my account. Like most people I get paid bimonthly. If LG&E expects me to pay my bill by the 2nd, I would expect to have the bill in my hand at least around the 20th of the month. Any business usually charging for goods operates in this manner. In not allowing enough time for customers to receive the bill, they are also not allowing customers to make payments without being penalized by the late fees which are issued a whopping two days after the bill is due. Lisa sent me a hand-printed bill on the 27th of January. I received both her bill as well as my LG&E bill on February 4, 2010. The due date was February 2nd. Because I was checking the online forum at LG&E's website, I know the bill became available online on Sunday January 31, 2010. I would like to reiterate the bill was due on February 2, 2010. This is problematic. Unless LG&E customers are supposed to daily check when their bill becomes available online and thereafter submit a payment online, there is no other alternative to making payments without being assessed a late fee and without living in fear your electric will be turned off.

I also would like to reiterate my electric was turned off before my next bill had printed. Anyone looking at the history of my account will see I pay my bill in full each month. While LG&E will argue there have

been brown bills issued threatening disconnect, I can promise you that I did not receive them. I can also promise you that each month when I receive the hard copy of my bill, whenever that is, I go to my computer and make a payment. As it happens in January, my bill arrived the first week of January. Had it arrived in late December I would have budgeted the necessary monies for that out of the first paycheck I am issued. However, arriving when it did, it was necessary the funds that would be used to make that payment would have to come from the second monthly paycheck I receive which was on January 22nd. While noting, that I usually pay late fees, there is no way that turning one's electric off was a reasonable response. If LG&E does not allow you enough time to receive your bills each month, they should understand how it is that people are constantly late. Changing the billing cycle from 18 days to 12 days is done to increase the likelihood of collecting late fees. This is to the advantage of LG&E, not the customer. Furthermore, taking this into consideration, using the fact a customer pays late each month as a result of such new policies can hardly be used to legitimize shutting someone's electric off. I pay my bill in full each month. My new bill had not printed. If anyone is clueless about why LG&E might have turned my electric off – please refer to my latest bill which is almost \$400 as a result of the fees they are now charging as a result of their action.

I hope that you will consider the above statements and direct LG&E to return those fees assessed to my account, since their practices are not ethical, including the \$130 which is currently in dispute (that has not been paid). I also hope that you will look into these policies and how they are affecting other LG&E customers. Thank you.

Lonnie E Bellar
VP - State Regulation an
Louisville Gas and Electric Company
220 W. Main Street
P. O. Box 32010
Louisville, KY 40202

Kimberly N Meyer
425 S. Hubbards Lane #239
Louisville, KY 40207