

May 25, 2010

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602

RECEIVED

MAY 27 2010

PUBLIC SERVICE
COMMISSION**RESPONSE TO DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE**

This letter is in response to the LG&E's "Motion to Dismiss with Prejudice" the complaint that was filed on February 12, 2010. Within this complaint I am alleging that LG&E failed to properly notify me of any discontinuation of service, since I was not in receipt of any "brown bills"; that LG&E improperly disconnected my service; and that LG&E fails to issue bills in a manner which allows normal customers a reasonable amount of time to pay their bill prior to additional "late fees" being attached.

LG&E asserts this case should be dismissed with prejudice for (1) Failure to state a claim upon which the Commission may grant relief and (2) "Failure to set forth a prima facie case that LG&E violated its tariff or any applicable statute or regulation under the Commissioner's jurisdiction".

Firstly, the Commission is able to grant relief in this situation. LG&E has assessed monetary penalties to me as a result of their discontinuation of my electric. These monetary penalties include the deposit I was required to pay as a result of the disconnect as well as fees that were assessed for this same reason. These monies should be returned. Furthermore, LG&E continues to issue late charges on the monetary amount in question on my monthly statements, thereby profiting from the egregiousness of their actions. These monies should also be returned.

It is also within the power of the Commission to address the failure on the part of LG&E to issue brown notices, thus alerting customers to any delinquent amount that might be owed. While LG&E has replied that brown notices were indeed issued, I did not receive them. I am not the only customer of LG&E alleging such a complaint regarding non-receipt of such notices. Surely it is within the power of the Commission to fully investigate this part of the complaint, since the resulting effect is to have your electric discontinued in the middle of winter. When the effect of LG&E's protocol, involving the issuance of bills and the manner in which they are being issued (with respect to enough time being allotted for any reasonable person to pay their bills), is so great that the discontinuation of a person's electric could endanger the health or well-being of any Kentucky resident, the matter should be investigated fully. This resulting investigation should demand proof beyond that of the Defendant's word. It should demand proof above and beyond that of simply printing up a bill that can be found on any LG&E computer. My dispute is not that the bill or late notice was generated within their system. My complaint alleges that I did not receive them.

In the "Customer Bill of Rights" on the Public Service Commission's website, it reads that LG&E customers have many rights. One of these rights is that any customer " must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service if payment is not received". In my particular situation, less than three weeks had passed since LG&E sent out their regular billing statement. My electric was cut off prior to the next statement being issued and prior to having ever

received a brown bill. Another right listed reads, " You have the right to dispute the reasons for any announced termination of your service". If a brown bill is not issued because of an error or oversight on the part of LG&E, then the customer is being denied their right to dispute the reasons for termination. They are being denied their right to negotiate a partial payment plan when service has been threatened for non-payment. They are being denied their right to present a medical certificate which would allow them to maintain their utility service for up to thirty (30) days after such a notice is issued. And finally, they are being denied their right to contact the Kentucky Public Service Commission because they are not in receipt of the very item on which all of these rights are contingent upon - the notification issued by LG&E regarding termination of service.

The Kentucky Public Service Commission recognizes special circumstances existing between the months of November through March due to the freezing temperatures and the resulting effect of the discontinuation of any Kentucky resident's utility services during these months in particular. It is egregious to disconnect any person's electric in late January for the circumstances that I have outlined in my complaint. LG&E had not even printed a new bill prior to the termination of my electric. The amount that was alleged to be delinquent is for one single month. They did not exercise any degree of care that is due Kentucky residents because not they did not allow enough time to pass to make sure the customer was in receipt of the bill and/or the "brown notice", much less allowing for any span of time in which a person might exert any one of the rights I have listed as part of the "Customer Bill of Rights" guaranteed to any Kentucky resident prior to termination of utility services. LG&E disconnected my electric with total disregard of these rights guaranteed to me and this action was taken despite the fact that I pay my bills in full each month as my billing history indicates. Furthermore, no reasonable person would assume their electric was being disconnected prior to being in receipt of a new bill outlining any "past due" charges. No reasonable person would assume their electric might be terminated if they were not in receipt of some type of warning or "brown bill". LG&E disconnected my electric three weeks after they sent out the original unpaid bill.

Secondly, LG&E alleges a failure to set forth a prima facie case that LG&E violated its tariff or any applicable statute or regulation under the Commonwealth's jurisdiction.

The Customer Bill of Rights is referenced in 807 KAR 5:006 Section 13. This is well within the jurisdiction of the Commonwealth.

LG&E has a duty to allow a reasonable amount of time to pass prior to disconnecting any customer's utilities, especially in the middle of winter. LG&E has a duty to provide any customer with notification of their intent to disconnect any customer's utilities, especially in the middle of winter. Failure to perform either of these actions interferes with the rights of Kentucky residents as referenced in 807 KAR 5:006 Section 13. By not allowing enough time to pass and by not giving customers fair warning, LG&E is negating the ability of Kentucky residents to act on the rights that are guaranteed to them under Title 807 of the Kentucky Administrative Regulations.

In 807 KAR 5:041Section 5, it reads:

"Each utility shall make all reasonable efforts to prevent interruptions of service, and when such interruptions occur shall endeavor to reestablish service with the shortest possible delay. Whenever service is necessarily interrupted or curtailed for the purpose of working on equipment, it shall be done at a time if

practicable, that will cause least inconvenience to customers, and those customers which may be seriously affected shall be notified in advance, except in cases of emergency.

LG&E failed to make any reasonable effort to notify me of their intent to disconnect my service. No reasonable person would assume before receiving their next bill, which would reflect a past due amount, would think their utilities were subject to termination. No reasonable person, not in receipt of a brown bill, would assume their utilities were subject to termination.

In 807 KAR 5:006 Section 4, it reads:

"The utility shall, on request, give its customers or prospective customers such information as is reasonably possible in order that they may secure safe, efficient and continuous service. The utility shall inform its customers of any change made or proposed in the character of its service which might affect the efficiency, safety, or continuity of operation."

LG&E failed to give any reasonable amount of notice that their intent was to disconnect my electric and failed to allow any reasonable amount of time to pass to allow me to exercise any one of the remedies offered to me under this statute.

In 807 KAR 5:006 Section 13, it reads:

"When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination."

LG&E failed to issue advance notice of termination. No reasonable person would assume their electric was subject to disconnection prior to a new statement being issued, especially without being in receipt of any brown bill alerting them to such an extreme measure. Furthermore, LG&E failed to allow for a reasonable amount of time to pass in order for me to dispute the reasons for termination, which I surely would have disputed had I known this was their intent.

In 807 KAR 5:006 Section 14, it reads:

"However, no utility shall terminate or refuse service to any customer for noncompliance with its tariffed rules or commission administrative regulations without first having made a reasonable effort to obtain customer compliance. After such effort by the utility, service may be terminated or refused only after the customer has been given at least ten (10) days written termination notice pursuant to Section 13(5) of this administrative regulation.

LG&E failed to make any reasonable effort to even alert me to the fact their intent was to disconnect my service. LG&E failed to issue the ten day notice demanded under this statute prior to disconnecting my service.

Lastly, under 807 KAR 5:006 Section 14, it reads:

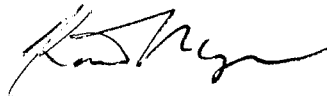
"No utility shall terminate service to any customer for nonpayment of bills without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of Section 13(5) of this administrative regulation.

1. Termination notice requirements for electric or gas service. Each electric or gas utility proposing to terminate customer service for nonpayment shall mail or otherwise deliver to that customer ten (10) days' written notice of intent to terminate. **Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill.** The termination notice to residential customers shall include written notification to the customer of the existence of local, state and federal programs providing for the payment of utility bills under certain conditions, and of the address and telephone number of the Department for Social Insurance of the Cabinet for Health and Family Services to contact for possible assistance.

LG&E egregiously violated this statute, as is evidenced by the date the bill was issued prior to my services being disconnected. "Under no circumstances shall service be terminated before 27 days after the mailing date of the original unpaid bill". This law was written to protect Kentucky residents from the kind of recklessness LG&E engaged when they willfully terminated my utility services in the middle of winter without so much as printing a new bill.

Therefore, I respectfully request an expedited ruling on the merits contained within this response and ask that all monetary penalties I have been subjected to by LG&E as a result of the willful disregard of the law on the part of LG&E be immediately refunded to me in full. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kimberly Meyer', written in a cursive style.

Kimberly Meyer