

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Complaint Against
Kansas Gas Service by Lisa D. Bennett.

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Docket No. 25-KGSG-396-COM

NOTICE OF FILING STAFF'S REPORT AND RECOMMENDATION

COMES NOW the staff of the State Corporation Commission of the State of Kansas ("Staff") and for its Notice of Filing Staff's Report and Recommendation states as follows:

Staff hereby files the attached Report and Recommendation dated September 8, 2025, providing Staff's analysis and recommendation regarding Lisa D. Bennett's complaint alleging Kansas Gas Service, a division of ONE Gas, Inc. ("Kansas Gas Service") failed to accept her payment during the Cold Weather Rule period and cancelled her payment plan.

Staff's Report and Recommendation indicates Staff reviewed Lisa D. Bennett's complaint and Kansas Gas Service's response. Based upon its review and investigation, Staff concluded that there is no evidence elicited which showed Kansas Gas Service violated any tariff, commission order, rule, regulation, or Kansas law. Accordingly, Staff recommended the complaint be dismissed.

WHEREFORE, Staff presents its Report and Recommendation for the record and further determination by way of approval in a Commission Order.

Respectfully Submitted,

Brett Berry

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**REPORT AND RECOMMENDATION
UTILITIES DIVISION**

TO: Andrew J. French, Chairperson
Dwight D. Keen, Commissioner
Annie Kuether, Commissioner

FROM: Justin Prentiss, Senior Rate Analyst
Justin Grady, Director of Utilities

DATE: September 8, 2025

SUBJECT: Docket No. 25-KGSG-396-COM: In the Matter of the Complaint Against Kansas Gas Service by Lisa D. Bennett

EXECUTIVE SUMMARY:

On May 2, 2025, Lisa D. Bennett filed a formal complaint against Kansas Gas Service (KGS).¹ Ms. Bennett claims that she was contacted by KGS informing her that she needed to pay \$55.00 by March 4, 2025, to maintain service protection through the Cold Weather Rule. When Ms. Bennett spoke to a KGS customer service agent on March 31, 2025, to make a payment, she claims she was told the payment needed had increased to \$65.00. Upon learning this she ended the call and then later that day paid \$65.00. She claimed that KGS later told her she did not have an active payment plan even though she claims she paid per the terms of one. On May 15, 2025, Ms. Bennett filed for immediate reinstatement of service, citing two regulations.² Using those same two regulations, she requested protection from disconnection.³ Ms. Bennett requests the payment agreement discussed on March 31, 2025, be activated. Staff has thoroughly reviewed all information available pertaining to this complaint, including the formal complaint and all responsive pleadings between the parties, as well as the audio recordings of each of the phone calls between Ms. Bennett and KGS. As discussed more completely herein, Staff recommends the Commission issue an Order dismissing this complaint.

¹ See Formal Complaint Against Kansas Gas Service by Lisa D. Bennett, May 2, 2025.

² The two cited regulations are K.A.R. 82-1-230 and K.A.R. 82-12-9; however, neither has application as the former applies to administrative hearings procedures and the latter applies to inductive interference. See Lisa Bennett Letter for Immediate Reinstatement of Service, May 15, 2025.

³ See Lisa Bennett Letter Request for Disconnection Protection, May 15, 2025.

BACKGROUND:

On May 2, 2025, Lisa D. Bennett filed a formal complaint against KGS. Ms. Bennett claims that she was contacted by KGS informing her that she needed to pay \$55.00 by March 4, 2025, to maintain service protection through the Cold Weather Rule. When Ms. Bennett spoke to a KGS customer service agent on March 31, 2025, to make a payment, she claims she was told the payment needed had increased to \$65.00. Upon learning this she ended the call and then later that day paid \$65.00. She claimed that KGS later told her she did not have an active payment plan even though she claims she paid per the terms of one. On May 15, 2025, Ms. Bennett filed for immediate reinstatement of service, citing two regulations. Using those same two regulations, she requested protection from disconnection. Ms. Bennett requests the payment agreement discussed on March 31, 2025, be activated.

On May 20, 2025, KGS responded to the request for immediate service reinstatement.⁴ KGS said the Commission should deny the motion. The disconnect was meant to be stopped once the formal complaint was filed, and the disconnect lasted only seven and a half hours being restored once the error was noticed. KGS stated that as service has been restored, the disconnection was not performed in bad faith, and there are no formal rules forbidding disconnection of non-disputed accounts through regulation or by the company.

On May 21, 2025, Ms. Bennett filed a response to the motion by KGS to deny the motion for immediate reinstatement of service.⁵ In her motion Ms. Bennett claimed that she suffered significant hardship in the hours without gas service. She also states that the disputed payment arrangement constitutes a disputed bill.

On June 2, 2025, KGS filed an answer to the initial filing and a motion for summary judgement.⁶ KGS states that, as found in the company's General Terms and Conditions and the Commission's Billing Standards, the downpayment for a payment plan includes "1/12 of the bill for the current consumption" and thus would change when a new bill is posted. Under the initial agreement discussed on February 27, 2025, and March 4, 2025, the agreed upon payment date, March 7, 2025, was before the next bill would have been issued. Also, regarding the calls and payment on March 31, 2025, KGS stated that not only was an actual payment agreement not formally established, but the payment received was lower than what is required for the initial payment of the agreement as discussed.

On June 6, 2025, Ms. Bennett filed a response to KGS.⁷ In her response, Ms. Bennett claims that on the March 4, 2025, call, she was told she could make the required down payment on March 31, 2025. She then claims she called every other week to confirm the amount and date and when told the new amount on March 31, 2025, immediately made a payment. Ms. Bennett claims the amount quoted to her was \$65.00. Ms. Bennett then claims that she was told by a representative that she was rude to the representatives and KGS does not have to accept her now.

⁴ See Kansas Gas Service Reply to Complainant's Motion, May 20, 2025.

⁵ See Complainant's Reply to Respondent's Reply, May 21, 2025.

⁶ See Kansas Gas Service Answer and Motion for Summary Judgement, June 2 2025.

⁷ See Complaint's Response in Opposition to Kansas Gas Service by Lisa D. Bennett, June 6, 2025.

ANALYSIS:

Review of Recorded Customer Service Calls

Staff reviewed the phone conversations between Ms. Bennett and the KGS customer service representatives and found a few inconsistencies between each party's accounting of the facts. On the February 27, 2025 call, the representative and Ms. Bennett discussed establishing a payment arrangement after establishing that a payment must be made within 72 hours. Also discussed was the disconnect notice that was previously sent, indicating that unless a payment arrangement is established or the past due amount is paid by March 7, 2025, Ms. Bennett's service would be disconnected. They finished with Ms. Bennett saying she would call back on Monday March 3, 2025, to set up the payment arrangement then.

On the March 4, 2025 call, Ms. Bennett called about the payment arrangement. While she stated that the number she had written down is different than what she was being told today, the downpayments stated in both calls were identical. Also on this call, she asked if she could wait and make the payment on Friday (which would be 72 hours later, March 7, 2025). The call was ended reaffirming by both parties that Ms. Bennett would make the payment on Friday March 7, 2025. No such payment was ever received by KGS.

On the March 31, 2025 call, Ms. Bennett was informed that it is the final date to establish a Cold Weather Rule Payment Arrangement and what the amount that she would need to pay would be. Ms. Bennett stated an amount she was expecting, stating it was lower than what she was told previously and lower than what Ms. Bennett herself had stated she had written down when she called March 4, 2025. Ms. Bennett was also claiming she was never told anything about having 72 hours to pay a payment arrangement, though it was stated generally on February 27, 2025, and specifically during the call on March 4, 2025. Ms. Bennett said she does not want KGS to set up a payment arrangement, and that she did not want anything from the representative she was talking to.

Ms. Bennett called back again later on March 31, 2025. Ms. Bennett again asked why the amount changed. She again stated that she has an amount written down and that she will pay what she can. She was told that if she does not pay enough of the actual payment arrangement amount the arrangement would default. KGS informed her that on the prior calls, terms of an arrangement were discussed and simply quoted a payment amount, but did not establish the plan. Ms. Bennett once again hung up on the representative without actually establishing a payment arrangement.

Sometime that same day after the calls, Ms. Bennet did pay an amount towards her bill, but it was an insufficient amount for the payment arrangement. The value Ms. Bennett paid was lower than the actual quote. Further, as she never actually established a payment arrangement before disconnecting either call, there was no payment arrangement to which the payment could be applied.

Ms. Bennett called back again on April 15, 2025. She stated that she had set up a payment arrangement but none was shown as active. KGS stated that the last payment arrangement that was

set up was on March 12, 2025,⁸ but without payment, the arrangement was broken. Ms. Bennett said March 31, 2025, was the last day she could pay on the payment arrangement, but KGS corrected that March 31, 2025, was the last day a Cold Weather Rule Payment Arrangement could be set up. Ms. Bennett repeatedly stated that an arrangement was established on March 31, 2025. As the representative kept trying to explain things to Ms. Bennett, Ms. Bennett continually interrupted her demanding to speak to someone else. At first, there was not a supervisor available to escalate the call to, so the representative requested information from Ms. Bennett so she could be called back. Ms. Bennett consistently interrupted the representative as she tried to verify the information, not allowing the representative to complete sentences. During the wait a manager did become available and the call was transferred. As the manager tried to explain what the circumstances were, Ms. Bennett constantly interrupted calling her a liar. KGS tried to explain that Ms. Bennett had disconnected prior calls before a payment arrangement could be formally established. KGS explained again that simply quoting what payments a plan would contain is not the same as formalizing the agreement and setting one up.

Ms. Bennett called on April 15, 2025 once more. She stated that initially she said she would not have been able to pay until the end of the month as opposed to the end of the week. Ms. Bennett also stated that she believed the price quoted to her was \$65. She said the same thing about having paid \$65 so there should be a plan. It was again explained that the payment agreement she set up on March 4, 2025, expired on March 7, 2025 due to non-payment. The representative tried to explain that there was a script that needs to be read, including the terms of the agreement to establish it. The representative again explained that before the prices were quoted, but KGS was not able to establish an agreement. Ms. Bennet constantly interrupted the agent and stated that KGS is not allowed to refuse an agreement due to harsh or rough language, and Ms. Bennett said she can say what she wants and the representatives have to deal with it. The representative said multiple times that Ms. Bennett's treatment of the representatives is not why the payment agreement is not active, but KGS was not actually able to go through the process due to the constant interruptions. Ms. Bennett did again get personal with the agent. The agent did proceed to give warnings about disconnecting the call if she continued with personal attacks.

Payment Arrangements

A payment arrangement is a type of contract. In Kansas, both parties must clearly understand they have an agreement for a contract to be established. This happened on March 4, 2025 when a payment arrangement was established and Ms. Bennet affirmed she would make her downpayment for the arrangement on Friday March 7, 2025. That payment was not made and the payment arrangement was considered broken. On March 31, 2025 when KGS tried to establish a new payment arrangement, Ms. Bennett disconnected one call without ever agreeing to it and on the subsequent call when the agent asked about setting one up for her, Ms. Bennett said she does not want anything from the agent and so an agreement could not be established with either March 31, 2025 call. Quoting the terms and amounts of a potential payment arrangement is not the same as actually establishing a payment arrangement. It would be similar to not having a rental contract just from being told what the rent and other fees are for an apartment. Further, insufficient payment is considered breach of contract, so even if a payment arrangement had been set up that day, it would have been broken for that reason. Whether a payment is short by \$0.01 or by \$10.00 it is

⁸ This is the same payment agreement that was broken on March 7, 2025. The reason the March 12, 2025 showed in the system was because the system has an internal grace period that is generated.

still a breach of contract. Also, because a payment arrangement divides the past due amount over 12 months, any short payment would result in the past due balance not being paid off within the specified timeframe.

RECOMMENDATION:

Staff has reviewed the complaints of Ms. Bennett, the responses of KGS, and the various information and exhibits submitted by both Ms. Bennett and KGS. While sympathetic to the situation and circumstances Ms. Bennett finds herself in, based on the information available, Staff concludes that KGS has not violated any tariff, law, or Commission Order. While there was a payment agreement previously established, it defaulted due to lack of payment. The payment agreement Ms. Bennett is claiming from March 31, 2025 was never established. The payment amounts were discussed, but in the conversations on that day, Ms. Bennett refused to make a new payment arrangement. The amount Ms. Bennet paid was also less than the quoted amount. Staff recommends that the Commission dismiss the complaint in its entirety.

CERTIFICATE OF SERVICE

25-KGSG-396-COM

I, the undersigned, certify that a true and correct copy of the above and foregoing Notice of Filing of Staff R&R was served via electronic service this 8th day of September, 2025, to the following:

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