

THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

Received  
on

MAR 02 2020

by  
State Corporation Commission  
of Kansas

In the Matter of the Complaint )  
Against Westar Energy by Elvis )  
J Grubbs )  
)

Docket No. 19-WSEE-410-COM

Elvis J. GUBBS ANSWER COMMISSION STAFF'S  
REPORT AND RECOMMENDATION

NOW BEFORE COMMISSIONERS, COMES PLAINTIFF, Elvis J Grubbs , answer the  
commission staff's report and recommendation .

1. Commission staff's report fail to show proof of a email sent to Mr Grubbs from Westar Energy.In the Court a copy of the email and a receipt of been open Westar Energy and Commission Staff's no proof of a email been open
2. Mr Grubbs read the Background on April /09/2019 states the federal CAN-SPAM Act by charging a \$395.00 security deposit this is false and incorrect.Mr Grubbs read the commission staff's report is false and incorrect.Therefore commissioners read the April 9. 2019 Forml Complaint is correct.

BACKGROUND

March 28, 2019 Westar Energy now Evergy sent Mr Grubbs a letter EXHIBIT D1 no Mention of a email or a digital foot print on his account documenting that the email was Sent EXHIBIT D2 ANSWER OF WESTAR ENERGY,INC mention #3 an email send to Mr Gubbs #13 a digital footprint on his account.Mr Grubbs is going with the true letter March 28 ,2019 answer of Westar Energy EXHIBIT D 2 is in violation of K.S.A. 21-5903 Perjury is intentionally and falsely;(1) (2) any material matter in any declaration as Permitted by K.S.A. 53-601 unworn declarations. EXHIBIT D3 Sherri at the KCC Receive a letter from Westar Energy now Evergy answer we only keep 60 days of out Going email furthermore in the same letter Westar Energy show a email is over 60 day To Mr Grubbs.

## FACTS

1 Westar Energy sent no proof of a January email or a five written notice therefore Westar Energy now Evergy is in violation 3.02.02 security deposit regulation.

2 Courts require a copy of the email and a receipt of been open Westar Energy and commission Staff's show no proof of a email been open to the commissioners and MrGrubbs.


3 Westar Energy now Evergy change stories EXHIBIT D1 no mention of a email or a digital foot Print on his account documenting that the email was sent. EXHIBIT D3 by sending an email.

4 stories story should the same but Westar Energy change in EXHTBIT D1 and D2 #3.

5 EXHIBIT D 3 Westar Energy answer we only keep 60 days of outgoing email furthermore In the same letter Wastar Energy show a email to Mr Grubbs is over 60 days. This is Perjury K.S.A.21-9903 is intentionally and falsely.

FURTHER, PLAINTIFF, Elvis Grubbs that the commissioners granted a order for Westar Energy to return the security deposit in the amount of \$395.

Commissioners to dismissed the commission staff report and recommendation on the grounds Of false, incorrect and no proof of a email

 3-2-2020  
Elvis J Grubbs



March 28, 2019

Clyda Grubbs  
3324 SW Maupin Ct  
Topeka, KS 66614-4529

RE: XXXXXX4785  
3324 SW Maupin Ct  
Topeka, KS 66614-4529

Dear Elvis Grubbs:

We recently reviewed your account and discovered two or more defaulted payment agreements within the most recent 12-month period. In accordance with our General Terms and Conditions, a security deposit in the amount of \$395.00 is now required. The deposit will be billed in 4 equal installments of \$98.75 and will be included in your monthly bill.

Residential deposits are held until a credit history of ten on-time payments within a twelve-month period has been established.

We offer the following option to waive the deposit.

**Letter of Guaranty** - A written guarantee by a responsible third party, who has good credit as a customer with the company, may be used in lieu of a cash deposit. To qualify as a third-party guarantor, an individual must not have a deposit on his or her own account. The Contract of Guaranty transfers to a new address should the customer move.

If you would like to choose the above option, please contact Customer Relations at 800-383-1183. We are available from 7:00 a.m. to 6:00 p.m. Monday through Friday, excluding holidays. Any of our customer service representatives will be able to assist you.

Sincerely,

Claudia  
Customer Relations  
Westar Energy

EXHIBIT D1

Sherri,

Per the Customer Relations Center Technology team and a Business Analyst from our Information Technology group, we only keep 60 days of outgoing emails. Email data from January (when the deposit email was sent to Mr. Grubbs) was not available. As far as Mr. Grubbs indicating that he received an email from us on 4/1/19, there is no note on his account that an email message was sent as the customer removed their email from the account on 3/28/19 and updated their preferred method of contact to a phone call (785 640-0072).

The email address of beauty1275@sbcglobal.net was added by the customer during web registration on 9/23/18. There is a note on the account indicating that web registration was complete and a welcome email was sent to the customer.

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CLYDA GRUBBS                                FC                                3101
3324 SW HAUPIN CT                            WK                                13 02327
TOPEKA KS 66614 MLG HM 785 640-0072 G      E 01      A RES 6291764785
MCRJSB CCON CCPD                            MEMO SCRATCH PAD INQUIRY          04/05/19 07:17

      DATE      TYPE      USER ID      CONTACT DESCRIPTION
      09/23/18   AM       SYSTEM      WELCOME E-MAIL SENT

REMARKS: BEAUTY1275@SBCGLOBAL.NET

NEXT FUNCTION:      DATA:                                0052
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Please let me know if you have any other questions.

Thank you,

Alison

EXHIBIT D3

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Complaint Against )  
Westar Energy, Inc. by Elvis J. Grubbs ) Docket No. 19-WSEE-410-COM

**ANSWER OF WESTAR ENERGY, INC.**

Westar Energy, Inc. (Westar) submits the following Answer to the Complaint filed by Elvis Grubbs.

1. On or about June 18, 2019, Mr. Grubbs filed his Complaint in this matter. Westar was served with the Complaint on September 5, 2019.

2. Mr. Grubbs contends that Westar charged him a security deposit without providing the required written notice at least five days before charging the deposit and that Westar therefore violated Section 3.02.02 of the General Terms and Conditions of its Tariff. Mr. Grubbs also contends that Westar should not have assessed a security deposit during the Cold Weather Rule period.

3. Westar admits that it charged Mr. Grubbs a security deposit; however, Westar provided Mr. Grubbs notice of that security deposit in writing at least five days before assessing the deposit by sending an email to the email address Mr. Grubbs added to his account when he signed up for service with Westar. Westar disagrees that it was prohibited from assessing the security deposit to Mr. Grubbs during the Cold Weather Rule period.

4. When Mr. Grubbs established electric service with Westar on September 23, 2018, he provided an email address and selected email as his preferred method of contact. There is a note on the account indicating that the web registration was complete, and a welcome email was sent to Mr. Grubbs.

5. Mr. Grubbs was assessed a security deposit as a result of the following:

EXHIBIT D2

10. Westar's document retention policy only requires emails be kept for sixty days. Therefore, a copy of the January 25, 2019 email was not available at the time Mr. Grubbs filed his informal complaint. However, there is a digital footprint on Mr. Grubbs' account noting a deposit email was sent on January 25, 2019, due to two broken pay arrangements. Regarding the April 1, 2019 email, Westar has no record of an email being sent as Mr. Grubbs removed his email address from his account on March 28, 2019 and updated his preferred method of contact to a phone call.

11. The General Terms and Conditions of Westar's Tariff, Section 3.02.02, states: "Company may at any time after application of service, upon (5) days written notice, require a new or modified deposit to guarantee payment of the bills for electric service rendered if: d) The Customer has defaulted on a payment agreement(s) two (2) or more times within the most recent twelve (12) month period."

12. Section 4.07.03 of the General Terms and Conditions of Westar's Tariff states: "Company's responsibilities under the Cold Weather Rule are outlined as follows: f) Company will not assess customer an additional Security Deposit as a condition for qualification under the Cold Weather Rule. However, an assessment of a Security Deposit made under the provisions of the existing standards and in conjunction with the Cold Weather Rule is appropriate if amortized over the payment plan period. The Security Deposit shall not be amortized over a period less than the period stated in Section 3.02, Security Deposits."

13. Westar is in compliance with both of these sections of the General Terms and Conditions of its Tariff. Although Westar does not have a copy of the deposit email that was sent to Mr. Grubbs on January 25, 2019, there is a digital footprint on his account documenting that the email was sent, thereby meeting the five-day notice requirement for security deposits.