

THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

Before Commissioners:

Dwight D. Keen, Chair
Shari Feist Albrecht
Susan K. Duffy

Received
on

AUG 09 2019

by
State Corporation Commission
of Kansas

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) Docket No. 19-WSEE-410-COM
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PETITION FOR RECONSIDERATION

NOW BEFORE COMMISSIONERS, comes plaintiff, Elvis J Grubbs, who respectfully requests the Commissioners enter an Order granting Westar Energy to refund the security deposits illegally taking from Elvis J Grubbs.

BACKGROUND

1. On April 9, 2019, Elvis J Grubbs (Complainant) filed an Initial Formal Complaint against Westar Energy, Inc. (Westar) Commission. The complaint alleged that Westar wrongly assessed Complainant an additional security deposit without proper notification.
2. On Jun 18, 2019, Elvis J Grubbs (Complainant) filed an Formal Complaint against Westar Energy, Inc. MrGrubbs was not notified of the 395.00 deposit from Westar Energy, therefore Westar Energy is in violation of General Terms and Conditions 3.02.02 security deposits after time of application of service : Company may at any time after application of service, upon five (5) days written', require a new or modified deposit to guarantee payment of the bills for electric service rendered if :
3. Westar Energy answer Sherri from the KCC. Sherri told Mr Grubbs Westar Energy stated in January (when the deposit email was sent to Mr Grubbs) Mr Grubbs
4. Call Sherri for proot from Westar Energy. Westar Energy answer we only keep 60 days of outgoing email furthermore in the same letter Westar Energy show a email is over

5. 60 days. Westar Energy sent no proof of the January email. Westar Energy is in violation of General Terms and Conditions 3.02.02. Westar Energy have misrepresent Mr Grubbs
6. and the office of Kansas Corporation Commission. Further, plaintiff, Elvis J Grubbs , prays that Wastar energy , be found liable for damages of the deposit in the amount
7. Of 395.00 as a result of no five days written notice to Mr Grubbs.

FACTS

The Formal Complaint dated Jun 18, 2019 follow K.A.R. 82-1-220(b) requires formal Complaints to satisfy three procedural requirements:

1. Law or the regulations;
 FORMAL COMPLAINT Jun 18 2019 stated 3. CREDIT AND SECURITY DEPOSIT REGULATIONS . 3.02.02 Security Deposits After Time of Application of Service: Company may at any time after application of service, upon five days written notice.
2. Set forth concisely and in plain language the facts claimed by the complainant to Constitute the violations;
 FORMAL COMPLAINT Jun 18 2019 stated Westar Energy send no five days written Notice in the letter sent to KCC stated we only keep 60 days of outgoing emails in the Same letter Westar Energy show a email is over 60 days. Wastar Energy is in violation GENERAL TERMS AND CONDITIONS
 3.CREDIT AND SECURITY DEPOSIT REGULATION
 3.02.02 Security Deposits After Time of Application of Service: Company may at any time after application of service, upon five (5) days written notice,
3. State the relief sought by the complainant.
 FORMAL COMPLAINT Jun 18 2019 stated return the deposit in the of 395.00 as a Result of no five days written notice toMr Grubbs.

EXHIBIT A1 Westar Energy sent no proof of a January email or a five written notice Therefore Westar Energy is in violation 3.02.02 security deposit regulation

EXHIBIT A2 3. CREDIT AND SECURITY DEPOSIT REGULATION

3.02.02 Security Deposits After Time of Application of Service:Company may at any time after application of service, upon five days written notice. Was sign by Darrin Ives, Vice President on September 27 2018 and approved by KCC on September 27 2018 /S/ Lynn M. Retz by sign the GENERAL TERMS AND CONDITIONS Westar Energy and Kansas Corporation Commission are bound by law to for feel the Agreement and or contact.

FURTHER, plaintiff, Elvis J Grubbs, pray that defendant Westar Energy,be found liable To return the security deposit in the amount \$395.00.

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 6281764785
MCRJSB CCON CCPD MEMO SCRATCH PAD INQUIRY 04/05/19 07:17

DATE      TYPE      USER ID      CONTACT DESCRIPTION
09/23/18  AW       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 A1

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THE STATE CORPORATION COMMISSION OF KANSAS

WESTAR ENERGY, INC & KANSAS GAS & ELECTRIC COMPANY, d.b.a WESTAR ENERGY

SCHEDULE GT&C

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3

WESTAR SERVICE AREA

(Territory to which schedule is applicable)

which was filed April 18, 2012

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 8 Sheets

GENERAL TERMS AND CONDITIONS

3.02 Security Deposit:

3.02.01 Security Deposits at Time of Application: The Company at the time of the application for service requires an initial deposit shall be defined as:

- a) Customers who apply for new service at a concurrent and separate metering point, residence, or location may be considered new applicants;
- b) Residential customers who have been disconnected and reconnected to service at the same premise within 30 days shall be considered existing customers. Residential customers who have been lawfully disconnected for over 30 days may be considered new applicants.
- c) Non-residential customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Non-residential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.
- d) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.
- e) Existing customers who file for bankruptcy may be considered new applicant.

3.02.02 Security Deposits After Time of Application of Service: Company may at any time after application of service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of the bills for electric service rendered if:

- a) The customer fails to pay an undisputed bill before the bill due date for three (3) consecutive billing periods, one of which is at least thirty (30) days in arrears – the first day of the arrearage period is the first day after the due date on the bill;

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By Darrin Ives
Darrin Ives, Vice President

18-WSEE-328-RTS

Approved *JFF*

Kansas Corporation Commission

September 27, 2018

/s/ Lynn M. Retz

EXHIBIT A2