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Kansas Corporation  
Commission

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

Before Commissioners:

Andrew J. French, Chairperson  
Dwight D. Keen  
Annie Kuether

In the Matter of the Compliant Against )  
Kansas Gas Service by Richard Mallatt, Jr. )  
and Connie B. Shaw

Docket No. 25-KGSG-213-COM

**REQUEST FOR JUDGMENT**

In the above-captioned matter, we were of the understanding that in the past, the KCC had advocated that common sense be used in situations such as ours. We had hoped to conclude this docket without the additional burden of employing legal help.

On Friday, 2-21-25, we received via FedEx, a copy of a document from Kansas Gas Service entitled "Answer and Motion for Summary Judgment", whatever that means. If anyone should be receiving a judgment, it should be us for the \$ 6,600 not including the free labor it has cost us to convert our home to propane as a result of the outlandish actions inflicted on us by Kansas Gas Service.

We believe the Kansas Gas Service Company's gung-ho attitude has been unreasonable, unjust and lacks common sense as evidenced by the informal complaint proceeding and this formal complaint docket as well. Our complaint or accusations can be backed up with video and audio recordings.

Paragraph 11, page 4 of KGS "Motion for Summary Judgement" states:

"Although the party opposing summary judgment need not prove its case,  
it does have an affirmative duty to come forward with facts to support its claim."

THEREFORE:

**I.**

We bought this property in 1995. The Gas Service Company use to maintain offices in the cities of our county. On a couple of occasions we had gas leaks and at the time it was made perfectly clear to us that the subject line was ours and any leak was our responsibility and that The Gas Service Company would do nothing. That is why our line is part plastic and part steel. We also believe our bills (EXHIBIT 2) for the past couple of years prove there was nothing wrong with our line and that common sense along with the cost of line replacement should have dictated leaving the line alone.

## II.

At the least, per the informal complaint proceedings, KGS had until 2027 to replace the line. Their gung-ho attitude was evident even before the informal complaint process was concluded. (EXHIBIT 3)

## III.

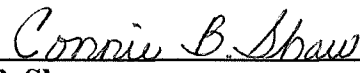
Friday, 10-25-24, a Shawn Ingstrum, KGS director of something commenced to tell us KGS owned our line to within 1 foot of our home. (EXHIBIT 4) As a result of that ruckus, we had to call the County Sheriff Department to protect our property at the meter site, which is on a neighbor's property and for which we have a recorded easement. This conflict brought up the question of how our property could be taken from us without a legal proceeding as well as the other questions we have posed in this docket proceeding.

**IN CONCLUSION,** We respectfully request the Commission for judgment in our favor and for such other relief as the Commission deems just and reasonable.

Please see attached flashdrive for: EXHIBIT 2 - gas bills  
EXHIBIT 3 - audio file  
EXHIBIT 4 - audio file

Submitted this 23rd day of February, 2025

  
Richard Mallatt, Jr.

  
Connie B. Shaw