

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Complaint Against)
Evergy Kansas Metro, Inc. by Wayne C.) Docket No. 26-EKCE-065-COM
Young.)

ANSWER OF EVERGY KANSAS CENTRAL, INC.

Evergy Kansas Central, Inc. ("Evergy") submits the following Answer to the Complaint filed by Bruce S. Nichols ("Complainant").

1. On or about August 21, 2025, Mr. Nichols filed a Complaint in this matter. The Commission authorized service on Evergy of the Complaint in an Order on August 28, 2025, and service was completed after that.

2. Complainant alleges that Evergy wrongfully assessing him an overdue balance incurred by a friend for a different property.

3. This property and address at issue is owned by Complainant, however, on March 30, 2025, Loretta Caudillo requested electric service online for the address. Ms. Caudillo had a previous unpaid balance on another account in the amount of \$491.81. Ms. Caudillo was advised of the balance and that the minimum amount of \$41.00 would need to be paid to set up a pay agreement. At this time, Ms. Caudillo listed Complainant on her application.

4. On April 1, 2025, Ms. Caudillo paid \$41.00 to start service and set up the pay agreement. The Complainant was listed as an authorized party on the account. Service was turned on that day.

5. On June 18, 2025, a disconnect notice was mailed for the past due balance of \$434.46. the notice advised payment was needed prior to July 7, 2025.

6. Collection calls were made on June 27, 2025, and July 2, 2025. The calls were unanswered.

7. On July 3, 2025, electric service was disconnected for non-payment.

8. On July 9, 2025, Complainant called regarding the balance. Complainant was informed the balance was \$547.53. He was advised if he wants to place service in his name, he would still need to pay the full account balance.

9. Complainant called back again and advised he had been living at the address at issue.

10. The allegations made by Complainant do not constitute a violation of any law, regulation, or Evergy Kansas Central's Electric Tariffs (Tariffs).

11. Section 2.03.02(c) of the Rules Regulations ("Rules") of Evergy Kansas Central's Tariffs provide:

...Company may refuse Electric Service when the current customer and former customer, who signed the Electric Service agreement or agreed orally at the time Electric Service was established to be responsible for the account, or lived together when the debt was incurred and continue to live together. Electric Service may be withheld until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed.

12. Electric service was placed in Ms. Caudillo's name on April 1, 2025, at the address at issue, after she paid one-twelfth of her previous account balance to establish a payment agreement. At the time of setup, she authorized the Complainant as a party on the account. When the service was disconnected. Because Complainant had been living at the address at the time the debt was accrued, Complainant is responsible for \$219.68 of the charges in Ms. Caudillo's name. Because Ms. Caudillo and Complainant told the Company that services were set up in her name to help Complainant out, Complainant is responsible for the debt.

13. To restore service, a minimum payment of \$145.73 is required, which will initiate a new payment agreement. This total reflects the amount from the broken agreement (\$139.01) plus one-twelfth of the remaining balance (\$6.72).

14. Complainant has provided no basis for Evergy to remove the debt from his name.

15. Therefore, the Complaint should be dismissed for failure to state a claim.

WHEREFORE, having fully answered, Evergy Kanas Central respectfully requests that the Commission dismiss the Complaint for failure to state a claim and for such further relief as may be appropriate.

Respectfully submitted,

EVERGY KANSAS CENTRAL, INC.

/s/ Cathryn J. Dinges

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CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of September 2025, the foregoing Answer was electronically served on the following parties of record:

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