

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

Before Commissioners: Susan K. Duffy, Chair
Dwight D. Keen
Andrew J. French

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

ORDER DIRECTING STAFF TO FILE ADDITIONAL INFORMATION

This matter comes before the State Corporation Commission of the State of Kansas (Commission) for consideration and decision. Having reviewed the pleadings and record, the Commission makes the following findings:

1. On June 18, 2019, Elvis J. Grubbs (Complainant) filed a Formal Complaint (Complaint)¹ with the Commission against Westar Energy (Evergy).² Complainant alleges Evergy violated its General Terms and Conditions (GT&C) Section 3.02.02 by not providing 5 days' written notice prior to requiring a security deposit.³ Evergy assessed a security deposit in the amount of \$395 against Complainant.⁴ Complainant requests a finding that Evergy violated its GT&C and seeks a refund in the amount of \$395.⁵

2. On September 16, 2019, Evergy filed its Answer, admitting it charged Complainant a security deposit, but did so after providing Complainant written notice of the security deposit

¹ Formal Complaint of Elvis J. Grubbs (Jun. 18, 2019). Prior to this Complaint, Complainant attempted to file numerous complaints, but these complaints did not meet the requirements of K.A.R. 82-1-220. Complainant filed a petition for reconsideration, which the Commission granted on August 29, 2019. The Commission found the Second Amended Complaint filed June 18, 2019, met the requirements of K.A.R. 82-1-220. (Order on Petition for Reconsideration (Aug. 29, 2019)).

² Westar Energy, Inc. recently changed its name to Evergy Kansas Central, Inc. and Kansas Gas and Electric Company recently changed its name to Evergy Kansas South, Inc. See Docket No. 20-WSEE-123-CCN.

³ See Complaint.

⁴ See Complaint; Notice of Filing of Staff's Report and Recommendation, p. 1 (Feb. 24, 2020) (R&R).

⁵ See Complaint.

charge in writing at least 5 days before assessing the security deposit.⁶ Evergy contends it complied with its GT&C by sending an e-mail to the Complainant on January 25, 2019 (January e-mail), to the e-mail address Complainant added to his account when he signed up for service with Evergy.⁷ Due to its document retention policy, Evergy does not have a copy of the e-mail, but “there is a digital footprint on [Complainant’s] account noting a deposit email was sent on January 25, 2019, due to two broken pay arrangements.”⁸

3. On October 1, 2019, Complainant filed a response to Evergy’s Answer. Complainant states, among other things, Evergy did not provide proof of the January e-mail.⁹

4. On February 24, 2020, Commission Staff (Staff) filed its Report and Recommendation (R&R), recommending denial of the Complaint.¹⁰ Staff finds Evergy complied with its GT&C by providing written notice to Complainant at least 5 days prior to charging the security deposit. Staff states Evergy’s “customer contact inquiry log indicates an e-mail was sent to [Complainant] on January 25, 2019, to notify him a deposit would be required in order to restore service.”¹¹

5. On March 2, 2020, Complainant filed a response to Staff’s R&R. Complainant disagrees with the R&R and states Staff failed to provide proof of the January e-mail sent.¹²

6. The Commission may initiate an investigation into rates, rules, and regulations of gas and electric public utilities under K.S.A. 66-101 *et seq.*¹³ As applied to the regulation of electric public utilities, the Commission’s authority and jurisdiction, “shall be liberally construed, and all

⁶ Answer of Westar Energy, Inc., ¶ 3 (Sept. 16, 2019) (Answer).

⁷ *See id.* at ¶¶ 3, 5, 13-14.

⁸ *Id.* at ¶ 10.

⁹ *See* Elvis J. Grubbs Answer Westar Energy, Inc. (Oct. 1, 2019).

¹⁰ *See* Notice of Filing of Commission Staff’s Report and Recommendation (Feb. 24, 2020) (R&R).

¹¹ *Id.* at p. 3.

¹² *See* Elvis J. Grubbs Answer Commission Staff’s Report and Recommendation (Mar. 2, 2020).

¹³ *See* K.S.A. 66-101—66-101h.

incidental powers necessary to carry into effect the provisions of this act are expressly granted to and conferred upon the commission.”¹⁴

7. Section 3.02.02 of Evergy’s GT&C provides: “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: [...] d) The Customer has defaulted on a payment agreement(s) two (2) or more times within the most recent twelve (12) month period.”¹⁵

8. Section 2.06A of Evergy’s GT&C defines “notices” as follows: “Company shall give written notice to customer and customer’s agent. Notice shall be delivered or mailed to customer’s address as shown in customer’s service agreement or other Company records.”¹⁶

9. Complainant attached an Exhibit to the Complaint. The Exhibit is a screenshot of a note on the account at issue in this Complaint, which contains a name of an individual who is not the Complainant. The note also provides an e-mail address, which was added by the customer during web registration on September 23, 2018.¹⁷ Additionally, the Customer Contact Inquiry log also contains a name that is not Complainant’s.¹⁸

10. The Commission notes Complainant, Staff, and Evergy refer to the account as Complainant’s account. None of the parties, however, address that Complainant’s name is not on the documents provided. Although Complainant’s status as an account holder is not disputed, the Commission requests additional information in order to make a clear record. The Commission

¹⁴ K.S.A. 66-101g.

¹⁵ R&R, fn. 15.

¹⁶ *Id.* at p. 3.

¹⁷ See Complaint, Exhibit.

¹⁸ See Notice of Filing of Evergy’s Response to data Request 1 (Confidentially) (Jul. 7, 2020).

directs Staff to confirm Complainant is an account holder by filing additional information to make it part of the record. If necessary, the additional information may be filed confidentially.

11. The Commission further orders Staff to provide a copy of its filing to Complainant via certified mail.

THEREFORE, THE COMMISSION ORDERS:

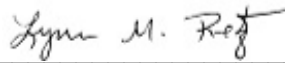
A. Staff to file additional information confirming Complainant is an account holder on the account at issue in this Complaint.

B. Staff to provide a copy of the information to Complainant via certified mail.

BY THE COMMISSION IT IS SO ORDERED.

Duffy, Chair; Keen, Commissioner; French, Commissioner

Dated: _____



Lynn M. Retz
Executive Director

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CERTIFICATE OF SERVICE

19-WSEE-410-COM

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of

first class mail and electronic service on 07/30/2020.

ELVIS J GRUBBS
3324 SW MAUPIN COURT
TOPEKA, KS 66614

CATHRYN J. DINGES, CORPORATE COUNSEL
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
Fax: 785-575-8136
cathy.dinges@evergy.com

LAUREN LAUSHMAN, OFFICE OF GENERAL COUNSEL
ATTORNEY
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Fax: 785-271-3354
l.laushman@kcc.ks.gov

MICHAEL NEELEY, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Fax: 785-271-3167
m.neeley@kcc.ks.gov

/S/ DeeAnn Shupe

DeeAnn Shupe