

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:

- Mr. Grubbs defaulted on a pay arrangement and on November 21, 2018, and a Pay Agreement Cold Weather Rule (“CWR”) disconnection notice was sent.
- On December 10, 2018, Mr. Grubbs made a payment to restart the pay agreement.
- On January 24, 2019, Mr. Grubbs defaulted on the pay agreement by failing to make a required payment. A Pay Agreement CWR disconnect notice was mailed to Mr. Grubbs on January 24, 2019. This was the second broken pay agreement within a 12-month period.
- On January 25, 2019, an email indicating that a deposit would be required was sent to Mr. Grubbs due to two broken pay agreements within a 12-month period. The email was sent to the email of record that Mr. Grubbs had added to his account when he started service with Westar.

6. Subsequent to the assessment of the deposit, on March 28, 2019, Mr. Grubbs called and spoke to a customer service representative regarding the deposit that was placed on the account. He requested a letter be mailed explaining the deposit and questioned whether a deposit could be charged during the CWR period. He also requested that the email address be removed from his account. Mr. Grubbs denied receiving email advising that a deposit would be charged to his account.

7. On March 28, 2019, Westar mailed a deposit explanation letter.

8. On March 28, 2019, Mr. Grubbs removed his email address from the account and updated his preferred method of contact to a phone call.

9. On April 9, 2019, Mr. Grubbs filed his informal complaint with the Commission alleging Westar was in violation of its General Terms and Conditions, specifically Section 3.02.02 which requires written notice before a deposit can be assessed to an account. Mr. Grubbs alleged he did not receive an email on January 25, 2019, as reported by Westar; however, he did state that he received an email on April 1, 2019.

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.

Additionally, Westar's assessment of a security deposit during the Cold Weather Rule period complied with the requirements of Section 4.07.03.

14. Therefore, Westar is not in violation of any of the provisions of its Tariff. As a result, Westar requests that the Commission deny the requests made in Mr. Grubbs' Complaint.

WHEREFORE, having fully answered, Westar Energy respectfully requests that the Commission deny the Complaint and for such other and further relief as may be appropriate.

Respectfully submitted,

WESTAR ENERGY, INC.

*/s/ Cathryn J. Dinges*  
Cathryn J. Dinges, #20848  
Corporate Counsel  
818 South Kansas Avenue  
Topeka, Kansas 66612  
(785) 575-8344; Telephone  
[Cathy.Dinges@evergy.com](mailto:Cathy.Dinges@evergy.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of September, 2019, the foregoing Answer was electronically served on the following parties of record:

PHOENIX ANSHUTZ, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[p.anshutz@kcc.ks.gov](mailto:p.anshutz@kcc.ks.gov)

MICHAEL DUENES, ASSISTANT GENERAL COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[m.duenes@kcc.ks.gov](mailto:m.duenes@kcc.ks.gov)

Additionally, the foregoing Answer was mailed to the following parties of record:

ELVIS J GRUBBS  
3324 SW MAUPIN COURT  
TOPEKA, KS 66614

*/s/ Cathryn J. Dinges*  
Cathryn J. Dinges