

C. 4/1/24

55-4115

IN THE MATTER OF THE COMPLAINT
FILED BY ANGELIA QUALLS, SIOUX
FALLS, SD AGAINST NORTHERN
STATES POWER COMPANY
REGARDING PREVIOUS BALANCES

104, 105

SEE MEIR & SELL

12/10 97 Filed andocketed;
1/7 98 Civil Finding Habeas Corpus and Notice Requiring Answer,
1/27/98 Answer,
3/19/98 Order for and Notice of Hearings,
3/26 98 Hearing Brief,
4/7 98 Copies of N.S. Notice of Intent to Withdraw and Computer Screen Print of a Sample Bifling;
4/20 98 Transcript of Hearing held on 3/30/98;
6/1 98 Find of Fact and Con of Law; Notice of Entry of Order,
6/1 98 Docket Closed



WOODLAKE APARTMENTS
4008 S. Louise Avenue
Sioux Falls, South Dakota 57106
(605) 361-2332

Memo

Date 12-9-97

To _____

Subject _____

*Angela & Danny Qualls were residents
at Woodlake Apts. from November 15, 1995 to
April 30, 1997.*

☐ Please Reply

☐ No Reply Necessary

Signed

Janet L. Long, Manager

**NORTHERN STATES POWER - SD
FAX**Date: 12-10-97Number of pages: 5To: Name Leri HealyLocation: SDPUC

FAX # _____ Phone # _____

FROM: Healy - NSP - 339-8317

Northern States Power Company - Sioux Falls, South Dakota

FAX # (605) 339-8204

Phone # (605) 339-8317

Comments:

December 10, 1997

Angelia Qualls (Brittingham) said yes she did live with Duan Brittingham at 1808 and 1808 1/2 S. Hawthorne Ave., Sioux Falls SD from 3/22/97 to 10/10/97. The bill left unpaid at that residence amounts to \$507.73.

I asked Angelia to pay \$250.00 now and \$125.00 January 15th 1998 and \$132.73 by February 15th 1998. We would then reconnect her present residence at 125 S. Conklin Ave., Sioux Falls, SD where she has lived since November 10th 1997 and did not apply for service there until it was disconnected on November 8th 1997.

Angelia said she did not know if she could make the payment

Sally DeNeui

NSP Collector

File Database Help		
Current Billing Information Bill Date: 12/10/97 Due Date: 11/05/97 ☐ Estimated Bill ☐ Special Handled Bill ☐ No Bill Sent This Month	Customer Information Phone Numbers: Home: 688 - 238-2838 Work: Ext: Customer Attributes	Account Summary Prev Month Pay Amt: 254.08 Last Paid Date: 08/11/97 Last Paid Amount: 78.86 Cur Month Pay Amt: 285.18 Actual Balance: 285.18
General Billing Information Billing Cycle: 95 Next Read Date: 12/11/97 Meter F value: 94198 Date Account Open: 03/02/97 Services At Premises	Credit Information Dispayment Amount: .00 Discomfort Bill Date: / / Discomfort Due Date: / / Expiration Date: / /	Account Attributes... Additional Customers on Account
Close		Exit Search...

12/10/97 08:38:37

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

File Options Help

Primary Customer
Customer Name: DUANE BRITTINGHAM Date Account Opened: 8/22/97

Additional Customers

Customer Name	On Bill	Effective Date	Termination Date
ANGELA BRITTINGHAM	☒	8/22/97	

Action:

12/10/97 08:38:45

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

File Options Help		
Current Billing Information Bill Date: 10/15/97 Due Date: 11/05/97 ☐ Estimated Bill ☐ Special Handled Bill ☐ No Bill Sent This Month	Customer Information Phone Numbers: Home: 508 - 330-2871 Work: - Ext: Customer Address: 	Account Summary Prev Please Pay Amt: 185.26 Last Post Date: 09/11/97 Last Post Amount: 36.06 Cur Please Pay Amt: 212.63 Actual Balance: 212.63
General Billing Information Billing Cycle: 09 Next Bill Date: 12/11/97 Meter Reader: 04190 Date Account Open: 03/22/97 Services At Premise: 	Credit Information Disconnect Amount: .00 Disconnect Bill Date: / / Disconnect Due Date: / / Expiration Date: / /	Account Attributes... Alternate Mailing Address Additional Customers on Account
Done		Last Search...

12/10/97 08:39:16

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Customer (FMS) 4.2 (M) Multiple Accounts (Customer)

File Options Help

Primary Customer

Customer Name: DUANE BRITTINGHAM Date Account Opened: 03/02/97

Additional Customers

Customer Name	On Bill	Effective Date	Termination Date
ANGELA BRITTINGHAM	Y	03/02/97	1/1/98

Add Modify Delete

Process Cancel

12/10/97 08:39:28

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED)
BY ANGELIA QUALLS, SIOUX FALLS, SD,)
AGAINST NORTHERN STATES POWER)
COMPANY REGARDING PREVIOUS)
ACCOUNT BALANCES)

ORDER FINDING
PROBABLE CAUSE AND
NOTICE REQUIRING
ANSWER
EL97-023

On December 10, 1997, the South Dakota Public Utilities Commission (Commission) received a complaint from Angelia Qualls, 125 S. Conklin #5, Sioux Falls, South Dakota (Complainant) against Northern States Power Company (NSP) regarding unpaid balances on her account. In the complaint, Complainant states that her name was added to utility bills by a person with whom she was cohabitating, that the name used was not her actual name, that certain arrearages have occurred in the account and that NSP is now trying to collect these arrearages from her. Complainant has requested the Commission to determine the merits of her complaint and that NSP not disconnect the electric service until such time as the complaint is resolved.

Pursuant to ARSD 20 10 01 08 01 and 20 10 01 09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On December 18, 1997, at its regularly scheduled meeting, the Commission considered the matter along with comments from Complainant and NSP.

The Commission has jurisdiction over this matter pursuant to SDCL 49-34A and ARSD 20 10 01 08 01 and 20 10 01 09. The Commission voted to find probable cause (Commissioner Schoenfelder, dissenting). It is therefore

ORDERED that probable cause has been found in this matter and that the complaint shall be forwarded to NSP and NSP shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 7th day of January, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Mildred K. Kake

Date 1/9/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION.

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner
dissenting

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED	)	ORDER FOR AND NOTICE
BY ANGELIA QUALLS, SIOUX FALLS, SOUTH	)	OF HEARING
DAKOTA, AGAINST NORTHERN STATES	)	
POWER COMPANY REGARDING PREVIOUS	)	EL97-023
ACCOUNT BALANCES	)	

On December 10, 1997, the South Dakota Public Utilities Commission (Commission) received a complaint from Angelia Qualls, 125 S. Conklin #5, Sioux Falls, South Dakota (Complainant) against Northern States Power Company (NSP) regarding unpaid balances on her account. In the complaint, Complainant states that her name was added to utility bills by a person with whom she was cohabitating, that the name used was not her actual name, that certain arrearages have occurred in the account and that NSP is now trying to collect these arrearages from her. Complainant has requested the Commission to determine the merits of her complaint and that NSP not disconnect the electric service until such time as the complaint is resolved.

On December 18, 1997, at its regularly scheduled meeting, the Commission considered the matter along with comments from Complainant and NSP. The Commission found probable cause (Commissioner Schoenfelder, dissenting) of an unlawful or unreasonable act, rate, practice, or omission and served the complaint on NSP. NSP filed its response on January 27, 1998.

The Commission has jurisdiction over this matter pursuant to SDCL 49-34A and ARSD 20 10 01 08 01 and 20 10 01 09. The Commission voted to find probable cause (Commissioner Schoenfelder, dissenting).

The issue at the hearing is whether NSP committed an unlawful or unreasonable act, rate, practice or omission.

A hearing shall be held at 2:00 p.m., on Monday, March 30, 1998, at the County Commissioners' Meeting Room, 2nd Floor, 415 North Dakota (Old Courthouse), Sioux Falls, South Dakota. It shall be an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to be present and to be represented by an attorney. These rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on the testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20. After the hearing the Commission will consider all evidence and testimony that was presented at the hearing. The Commission will then enter Findings of Fact, Conclusions of Law, and a Final Decision regarding this matter. The Commission's decision may be appealed by the parties to the state Circuit Court and the state Supreme Court as provided by law. It is therefore

ORDERED that a hearing shall be held at the time and place specified above on the issue of whether NSP committed an unlawful or unreasonable act, rate, practice or omission.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 19th day of March, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By William Bullard, Jr.

Date 3/19/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:
Commissioners Burg, Nelson and
Schoenfelder

William Bullard, Jr.
WILLIAM BULLARD, JR.
Executive Director

LAW OFFICES
MAY, ADAM, GERDES & THOMPSON LLP
503 SOUTH PIERRE STREET
P.O. BOX 160
PIERRE, SOUTH DAKOTA 57501-0160

GLENN W. MARTENS (BB)-983
KARL GOLDENWITZ (BB)-988
THOMAS C. ADAM
DAVID A. GERDES
CHARLES W. THOMPSON
ROBERT B. ANDERSON
BRENT A. WILBUR
TIMOTHY W. ENISEL
MICHAEL T. SHAW
ROBERT F. SAHR

March 26, 1998

OF COUNSEL:
WARREN W. HAY

TELEPHONE
605.224.8803
TELECOPIER
605.224.8888

F-MAX
dag@magt.com

HAND DELIVERED

Mr. William Bullard, Jr.
Executive Director
Public Utilities Commission
State Capitol
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: ANGELIA QUALLS COMPLAINT AGAINST NSP-SD
Docket EL97-023
Our file: 0185

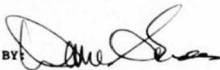
Dear Bill:

Enclosed are an original and ten copies of a Hearing Brief for this matter. I would appreciate it if you see that it is given to the commissioner.

With a copy of this letter, I am providing copies of this Hearing Brief to the service list.

Yours truly,

MAY, ADAM, GERDES & THOMPSON LLP

BY: 

DAG:ak
Enclosures
cc/enc via hand delivered: Camron Hoseck
cc: Angelia Qualls Brittingham
Jim Wilcox

RECEIVED

MAR 26 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RECEIVED

MAR 26 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED	)	EL97-023
BY ANGELIA QUALLS, SIOUX FALLS,	)	
SD, AGAINST NORTHERN STATES	)	HEARING
POWER COMPANY REGARDING PREVIOUS	)	BRIEF
ACCOUNT BALANCES	)	

Northern States Power Company-South Dakota ("NSP-SD") offers the following brief of authorities applicable to the claim for the use of the commission.

FACTS

On March 28, 1997 Duane Brittingham contacted NSP-SD to establish service at 1808 and 1808½ South Hawthorne Avenue in Sioux Falls. He indicated that the service should become retroactive to March 22, 1997 and that Angelia Brittingham should be listed as a responsible party. NSP understands that both parties vacated these addresses on or about October 19, 1997, leaving an unpaid account balance of approximately \$507.73.

Angelia Qualls began receiving service at 125 South Conklin Avenue, #5, in Sioux Falls on or about November 10, 1997. An NSP investigation discovered that she was in fact the same person as Angelia Brittingham. NSP seeks to refuse service to Angelia Qualls under the commission's rules unless appropriate arrangements are made to address the unpaid balance on her account from her prior residence.

It is undisputed that Angelia Qualls Brittingham received the beneficial use of the service at the South Hawthorne Avenue address

from March 22, 1997 to October 10, 1997. No legal reason exists to indicate that Angelia Qualls should not be responsible for these unpaid balances.

ARGUMENT AND AUTHORITIES

SDCL § 49-34A-3 provides:

No public utility may, as to rates or service, make or grant an unreasonable preference or advantage to any person or subject any person to any unreasonable prejudice or disadvantage. An intentional violation of this section is a petty offense. After the first judgment, each day's violation is a separate offense.

This statute clearly requires NSP-SD to make all reasonable efforts to collect unpaid charges for services. To ignore this obligation would be an unreasonable preference toward that customer, which would prejudice the remaining customers who are obligated to make up the shortfall caused by that uncollected charges for services rendered. The dilemma faced by both NSP-SD and this commission is simple and fundamental: Should the rate payers as a whole be required to subsidize those who refuse to pay for services delivered in good faith?

ARSD 20:10:20:01 permits a utility to refuse service, among other things, when an applicant is indebted to that utility for past bills incurred and refuses to liquidate the debt for the same class of service, or when the applicant is attempting to return service to an indebted household and no attempts are forthcoming to liquidate the debt of that household. Both of these provisions apply to Angelia Qualls Brittingham. She was engaged to Duane Brittingham, lived with him and received the beneficial use of the

service. She was listed as a responsible party on NSP's records. As such, she was indebted to NSP-SD and has an obligation to pay the debt.

Additionally, if it can be argued that Angelia Qualls Brittingham was not a responsible party indebted to NSP-SD, she was a member of an indebted household at her immediate previous residence. She is now attempting to return service to a portion of that indebted household (that is, herself) which justifies NSP-SD refusing service under the rule.

As stated above, there is a fundamental public policy reason here to uphold NSP-SD's position. If customers know that they can "game" the system by receiving beneficial use of utility services, then refusing to pay for them, the burden on responsible rate payers will become ever greater. Both NSP-SD and this commission have a responsibility to those rate payers who receive services and expect to pay for them to see that obligations such as this are discharged.

Even setting aside this commission's rules, the general principles of contract law require that Angelia Qualls Brittingham discharge her responsibility. Simply stated, any transaction whereby goods or services are purchased is a form of a contract. Contracts are either express or implied. "An implied contract is one, the existence and terms of which are manifested by conduct." SDCL § 53-1-3. The essential difference between express and implied contracts is that in the case of an express contract the

agreement is reached by words, either oral or written, while in the case of an implied contract, the agreement is evidenced by the acts and conduct of the parties. Anderson vs Dunn, 68 S.D. 279, 4 N.W. 2d 810 (1942).

The voluntary acceptance of services from another is a common example of an implied contract. For example, where a physician treats a patient, absent any other facts, an implied contract arises that the patient will pay the physician the reasonable value of services performed. Hopheim vs Iverson, 70 S.D. 189, 16 N.W. 2d 440 (1944). It is fundamental that where services are rendered and voluntarily accepted by one for another, the obligation to pay for those services is ordinarily implied. However, recognizing this general rule, our Supreme Court concluded that in a family situation the facts supported the conclusion that services were rendered by one family member to another gratuitously. Mahan vs Mahan, 80 S.D. 211, 121 N.W. 2d 367 (1963).

The point is simply this: The law will presume an obligation to pay for goods and services received.

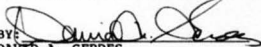
CONCLUSION

It is undisputed that Angelia Qualls Brittingham received the benefit of valuable services. This commission's rules contemplate that she should pay for those services. Public policy dictates that compensation be paid for those services. Contract law requires payment for those services to NSP-SD. The complaint should be dismissed and Angelia Qualls Birttingham should be

required to make financial arrangements before she is entitled to receive utility services. NSP-SD is willing to make reasonable arrangements for this to occur.

Dated this 26th day of March, 1998.

MAY, ADAM, GERDES & THOMPSON LLP

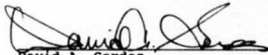
BY: 
DAVID A. GERDES
Attorneys for NSP-SD
P.O. Box 160
Pierre, South Dakota 57501-0160
Telephone: (605)224-8803
Fax: (605)224-6289

CERTIFICATE OF SERVICE

David A. Gerdes of May, Adam, Gerdes & Thompson LLP hereby certifies that on the 26th day of March, 1998, he mailed by United States mail, first class postage thereon prepaid, a true and correct copy of the foregoing in the above-captioned action to the following at his last known address, to-wit:

Camron Hoseck
Staff Counsel - PUC
500 East Capitol
Pierre, SD 57501

Angelia Qualls Brittingham
125 South Conklin #5
Sioux Falls, SD 57103


David A. Gerdes



Northern States Power Company
South Dakota

Jim Wilcox, Manager,
Community & Government Relations
500 West Russell Street
P.O. Box 968
Sioux Falls, SD 57101-0968
Telephone (605) 339-8350 fax 339-8204
email wjcj01@nspco.com

April 15, 1998

Mr. William Bullard, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

APR 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: EL97-023 In the matter of the complaint filed by Angelia Qualls, Sioux Falls, South Dakota, against Northern States Power Company regarding previous account balances.

Dear Mr. Bullard:

Enclosed please find 10 copies of two documents provided as follow-up to the hearing on this matter.

The first document is a copy of a yellow card "notice of intent to disconnect" that NSP's Collection Agent leaves at customer's premises following all other appropriate notices and attempts to locate whomever is using energy at the premises.

The second document is a computer "screen print" of a sample billing depicting the names of two people considered to be responsible parties to the billing for this address. These two customers are displayed because they provided these data and have indicated they wish to have both names appear on their billing. Since, the NSP computer system only holds a few months of actual bill facsimiles, the copy provided is a sample rather than an actual record.

If anyone has any questions, please call me at 339-8350

Sincerely,

Jim Wilcox

c. Mike Hanson

NOTICE OF INTENT TO DISCONNECT

Date _____ Amount _____

Name _____

Address _____

Payment of above amount must be received in our drop box at 500 W. Russell Street by 9:00 a.m. on _____, or your electric service will be disconnected without further notice. If service is disconnected, full payment plus a \$_____ deposit and reconnection charge will be required on your account before service is restored.

NSP CUSTOMER BUSINESS OFFICE 1-800-895-4999

141.29.19

File Options Help

YOUR ACCOUNT NUMBER
2481-089-081

DATE DUE
04-28-98

PLEASE RETURN THIS PORTION
WITH YOUR PAYMENT TO

P O BOX 5106
SIOUX FALLS SD 57117-5106

WILLIAM J HOLLINGER
CHERYL HOLLINGER
2904 S LOUISE AVE 104
SIOUX FALLS SD 57106-0758

041898248108908100000000270500000002705

DETACH AND RETAIN THIS PORTION FOR YOUR RECORDS

QUESTIONS CALL 24 HOURS 7 DAYS A WEEK
SIOUX FALLS AREA
OUTSIDE SIOUX FALLS AREA

OR WRITE US AT
800-895-4999 PO BOX 988
800-895-4999 SIOUX FALLS SD 57101

MARK BILL PAYIN
PAY PLAN CALL

Reprint Bill Cancel

04/14/98 15:42:06

HOLLINGER, WILLIAM.J

2904 S LOUISE AVE 104

SIOUX FALLS, SD 57106-0758

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In The Matter of the Complaint
Filed by Angelia Qualls, Sioux Falls,
South Dakota, Against Northern States
Power Company Regarding Previous
Account Balances

EL97-023

RECEIVED

APR 20 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

County Commissioners Room
Old Courthouse
Sioux Falls, SD
March 30, 1998
2:00 o'clock p.m.

H E A R I N G

BEFORE: Jim Burg, Chairman
Pam Nelson, Vice-Chairman
Laska Schoenfelder, Commissioner

Ms. Rolayne Ailts Wiest
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070
appearing as Commission counsel

APPEARANCES:

Ms. Angelia Qualls
Sioux Falls, SD

appearing pro se;

Mr. David A. Gerdes
May, Adam, Gerdes & Thompson
Box 160
Pierre, SD 57501

for Northern States Power

1 APPEARANCES: (Continued)

2 Mr. Camron Hoseck
 3 Public Utilities Commission
 4 500 East Capitol Avenue
 Pierre, SD 57501-5070
 for PUC staff

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24 *****

25 The original transcript of this proceeding was
 given to the Public Utilities Commission.

INDEX TO EXHIBITS

	Marked	Offered	Received
Exhibit 1	p. 4	p. 13	p. 13
(Angelia Qualls Complaint to the PUC)			
Exhibit 2	p. 4	p. 85	p. 85
(Answer to Bill Bullard from Jim Wilcox, 1-26-98)			
Exhibit 3	p. 4	p. 21	p. 22
(NSP Payment history, 10 pgs.)			

(Exhibits 1 - 3 marked for identification.)

CHAIRMAN BURG: I will begin the hearing for Docket EL97-023, in the matter of the complaint filed by Angelia Qualls, Sioux Falls, South Dakota, against Northern States Power Company regarding previous account balances. The time is approximately 2:00 p.m. The date is March 30, 1998, and the location of the hearing is in the county commissioners' meeting room, second floor, 415 North Dakota, Old Courthouse, Sioux Falls, South Dakota.

I am Jim Burg, chairman of the commission. Commissioners Laska Schoenfelder and Pam Nelson are also present.

I am presiding over this hearing. This hearing was noticed pursuant to the Commission's Order For and Notice of Hearing issued March 19, 1998. The issue at this hearing is whether NSP committed an unlawful or unreasonable act, rate, practice or omission. All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to cross-examination by the parties. The commission's final decision may be appealed by

0141.29.24
1 the parties to the State Circuit Court and the
2 State Supreme Court.

3 Rolayne Wiest will act as commission
4 counsel. She may provide recommended rulings
5 on procedural and evidentiary matters. The
6 commission may overrule its counsel's
7 preliminary rulings throughout the hearing. If
8 not overruled, the preliminary rulings will
9 become final rulings.

10 I'll turn it over to Rolayne at this
11 time.

12 MS. WIEST: First I'll take appearances of
13 the parties. Miss Qualls, you're appearing
14 without an attorney. Correct?

15 MS. QUALLS: Correct.

16 MS. WIEST: NSP?

17 MR. GERDES: My name is David Gerdes of
18 Pierre, South Dakota. I appear for Northern
19 States Power.

20 MS. WIEST: And staff?

21 MR. HOSECK: Camron Hoseck on behalf of
22 staff.

23 MS. WIEST: Do any of the parties wish to
24 make an opening statement? Miss Qualls, before
25 you testify, is there anything you'd like to

1 say about this?

2 MS. QUALLS: No.

3 MS. WIEST: NSP?

4 MR. GERDES: No.

5 MS. WIEST: Staff?

6 MR. HOSECK: No.

7 MS. WIEST: Miss Qualls, if you would sit
8 up there and get sworn in.

9 ANGELIA QUALLS,
10 called as a witness, being first duly sworn,
11 testified as follows:

12 MS. WIEST: Could you just explain to the
13 Commission the facts concerning your
14 complaint?

15 MS. QUALLS: Okay. In 19 -- I forget
16 exactly what date. I'm kind of nervous. In
17 1995, I believe, I moved to Sioux Falls, South
18 Dakota, from Rapid City where I resided there
19 for the amount of seven years. I moved to
20 Sioux Falls with my ex-husband, Danny Qualls.
21 We resided at 4000 South Louise for two years,
22 and during that two-year period he resided also
23 in Fargo, North Dakota, and he decided for us
24 to go through a divorce.

25 So at that time he was still in Fargo, and

1 I lived in Sioux Falls, and I decided to open a
2 salon in Sioux Falls over on East 10th Street.

3 During that time he was going back and
4 forth from Fargo to Sioux Falls, and I was
5 concerned about his coming in and removing some
6 property from that residence.

7 So when he would come into town, you know,
8 we would have disagreements and such. We made
9 some decisions. He started the divorce
10 proceedings. Also at that time he said that he
11 wanted to remove some things that were not of
12 his property from that residence.

13 I went to the management of Lloyd Property
14 Management and asked them if they could change
15 the locks, and they said, no, they couldn't do
16 that at that time because his name was still on
17 the lease. This was the month of March.

18 Also in February I met Dwayne Brittingham,
19 after I opened my salon -- well, after I was
20 doing booth rental at another salon. I started
21 cutting his hair, and we became friends. We
22 talked and shared information about what was
23 going on in his life and what was going on in
24 my life.

25 So in March of 1996, I think it was, 1996,

1 one evening I received a call from my
2 ex-husband. He said that after I left that he
3 would be removing some property from that
4 residence, and I did not want him to do that,
5 and there was no way for me to get the locks
6 changed.

7 So I contacted Dwayne Brittingham and
8 asked him if I could put some of my things at
9 his house, and he said I could do such, since
10 his girlfriend, Jill Gale, was going to be
11 moving there -- no, she moved from there
12 earlier that day. So I said okay. We decided
13 to do this.

14 So that night we moved all of my stuff
15 from my house to his house. Then we talked.
16 Also I said this could help defray the costs
17 from me, since I had just opened my salon,
18 another salon up at 10th and Conklin on 10th
19 Street.

20 So the months went by and the summer went
21 by, and we kind of started a relationship.
22 During that time he asked me if I would marry
23 him, because he was interested. He thought our
24 relationship could grow.

25 Several months went on. While I was in

1 the salon, one day I received a notice from NSP
2 for Angelia Brittingham. I called the people
3 at NSP, and they transferred me over to Sally.
4 I spoke with Sally and explained to her what
5 was going on.

6 The notice said I owed two thousand three
7 hundred some dollars for backpay that I hadn't
8 paid since 1988 at at least four different
9 addresses in Sioux Falls, South Dakota, and I
10 explained to her at that time that I did not
11 live in Sioux Falls, South Dakota, that I had
12 resided in Rapid City, South Dakota. She said,
13 "Well, you're going to have to come up with
14 addresses and some type of lease showing you
15 had resided in Rapid City during this time in
16 1988 and on to 1997."

17 She said there was nothing I could do, and
18 my services would be disconnected in my salon
19 and also in my new apartment that I had gotten
20 below my salon. I was moving there -- I had
21 just moved there -- I'm getting my story kind
22 of confused, so excuse me.

23 I had moved -- in November I told Dwayne I
24 decided to move into my own place, and he said,
25 okay, that was fine, because he was going to be

1 moving out of his house into another
2 apartment. So we decided to go our separate
3 ways.

4 So where I live at and where my salon is,
5 the people in that building, most of the time I
6 didn't know if they were paying their own
7 electricity or if it was included. So the lady
8 who manages the apartment, she came to me
9 probably two weeks after I moved into my
10 residence and told me that I should have my
11 name switched -- well, my name put on the NSP
12 bill, that I was supposed to call and have that
13 transferred into my name, and I told her I
14 would do that.

15 Let's see, where am I?

16 So after I explained all that to Sally and
17 she said, "Well, how long have you been living
18 at the address you are at now?" I told her
19 exactly how long I had been living there. She
20 said, "Well, it's going to be disconnected, and
21 also your salon."

22 After that I contacted Dwayne Brittingham,
23 and he said, "That was not our agreement. I
24 did not ask you to pay anything, that I was
25 going to be helping you out during this time."

1 So he called NSP and told them that he was
2 responsible for all payments from 1988 on at so
3 many addresses. Then he also gave them the
4 address for Jill Gale. They said they would
5 not talk to him any longer, because it was my
6 responsibility.

7 So I called Sally back. Then at that time
8 I also called -- I forget your name -- Leni
9 Healy at the Public Utilities Commission, and I
10 informed her what was going on. She told me to
11 write out a formal complaint, and I did such.

12 During that time they did disconnect my
13 services in my apartment. I tried to make some
14 arrangements with Sally at NSP, and she said,
15 "We cannot help you until you pay the total
16 amount of two thousand something."

17 Then after a certain period of time they
18 called me back and said five hundred -- I guess
19 because after that time she had done some
20 research, and found that I was not Jill Gale.
21 I also explained to her that, "My last name is
22 not Angelia Brittingham. I am Angelia Qualls,
23 and I am not trying to get out of paying my
24 bills, that I am a responsible person. And if
25 you take a credit check or you look, I have

1 never tried to change my name, and I have never
2 tried to get out of paying anything."

3 And if she would set up some payment
4 arrangements with me, I could pay it, because
5 this was right after Christmas, right during
6 the Christmas holiday time. I told her I was
7 not in a position to pay this amount of money,
8 and that I could if she set up reasonable
9 payment amounts. Then she said, "No, I'll take
10 half and I'll take another half -- I'll take
11 the remaining in the next two weeks or so."

12 So I felt like she did not work with me at
13 all on that. I guess that's all I have to
14 say.

15 MS. WIEST: Mr. Gerdes?

16 CROSS-EXAMINATION BY MR. GERDES:

17 Q. Miss Qualls, I introduced myself to you
18 earlier. I'm Dave Gerdes. I'm a lawyer from
19 Pierre, and I represent Northern States Power
20 Company in this proceeding. I'd like to ask
21 you a few questions about your testimony, if I
22 may. I perhaps have you at a disadvantage. I
23 notice you do not have your written complaint
24 in front of you. I'd like to ask you about a
25 few of the things that you said in that

1 complaint. I see Leni Healy is handing that to
2 you.

3 Just generally speaking --

4 MR. GERDES: And I believe that's Exhibit
5 1, is it not, Your Honor?

6 MS. WIEST: Yes.

7 MR. GERDES: Could we have that received
8 in evidence?

9 MS. WIEST: Yes. Is there any objection
10 to Exhibit 1, the complaint, being admitted
11 into evidence?

12 MS. QUALLS: No.

13 MR. HOSECK: No objection.

14 MS. WIEST: If not, it's admitted.

15 Q. Would it be true that the dates that are stated
16 on this complaint are probably more accurate
17 than what you testified to just a few minutes
18 ago?

19 A. That could be true, because I do not have the
20 dates in front of me, and I was a bit nervous.

21 Q. If I understand it correctly, you and your
22 husband, Danny Qualls, separated in April of
23 1997. Is that correct?

24 A. Correct.

25 Q. And he initiated divorce proceedings against

- 1 you. Is that correct?
- 2 A. Uh-huh.
- 3 Q. I think you have to say yes or no for the court
- 4 reporter.
- 5 A. Yes.
- 6 Q. Uh-huh and uh-uh look the same on the
- 7 transcript.
- 8 A. I understand. Thank you.
- 9 Q. Did that divorce ultimately become final?
- 10 A. Yes, it did.
- 11 Q. When was that?
- 12 A. It was last year. I can't remember the exact
- 13 date.
- 14 Q. Last year would be 1997. Correct?
- 15 A. Correct.
- 16 Q. How long after the two of you separated did it
- 17 become final?
- 18 A. I believe it was a year.
- 19 Q. You separated in April 1997. Correct?
- 20 A. We separated -- well, actually he was in Fargo
- 21 during that time, too, so it was totally --
- 22 that's the time that our lease was up at that
- 23 apartment. He was not living with me during
- 24 that time.
- 25 Q. When was the last time he lived with you in

1 that apartment?

2 A. He had been in Fargo for about four months, and
3 he was coming back and forth to the 4000 South
4 Louise address.

5 Q. When was the divorce action filed? Maybe I can
6 get at it that way.

7 A. The divorce action filed was -- I believe it
8 was in June. It was during the summer.

9 Q. June of 1996?

10 A. No. I'm going to say July of 1997 that it was
11 filed.

12 Q. So you separated before the divorce action was
13 filed?

14 A. Right.

15 Q. He apparently hadn't been living with you some
16 six months before the divorce was started?

17 A. Right. The last time he was living there was
18 in -- even prior to December of 1996 he was in
19 Fargo. He was going back and forth from Fargo
20 to Rapid City.

21 Q. And were you separated at that time?

22 A. We were not separated at that time. We
23 actually separated after the Christmas
24 holidays.

25 Q. After the Christmas holiday of 1996?

- 1 A. Correct.
- 2 Q. If I'm understanding you correctly, you had a
3 salon on East 10th Street before you opened
4 your current salon. Is that correct?
- 5 A. I rented space on East 10th Street where I was
6 the sole stylist there.
- 7 Q. Is that the -- when did you open that salon?
- 8 A. I did not -- when did I rent the space?
- 9 Q. Yes.
- 10 A. On East 10th Street? I started renting space
11 there in January of 1996.
- 12 Q. When did you open your salon at 10th and
13 Conklin then?
- 14 A. March of 1997, the end of March.
- 15 Q. Did you have an account with NSP when you had
16 your East 10th Street salon?
- 17 A. No, I did not.
- 18 Q. So who was paying the light bill at that time?
- 19 A. Ernestine Keel.
- 20 Q. This was a person you were subletting from?
- 21 A. Correct.
- 22 Q. Now, you said you moved your belongings in with
23 Dwayne Brittingham, and I was a little unclear
24 as to when that was. Would it be correct it
25 was in March of 1997 that you moved your

1 belongings into his apartment?

2 A. That's correct.

3 Q. And do you recall talking to Sally De Neui
4 about that, telling her you had moved your
5 belongings into Dwayne Brittingham's in March
6 of 1997?

7 A. Yes, correct.

8 Q. When did you personally move into that
9 apartment to live?

10 A. Into the house?

11 Q. Yes.

12 A. At the time I had the salon, so I was staying
13 the night in the salon some nights. I also
14 have a friend, her name is Dawn Manzel (sp). I
15 would stay at her house some evenings, and then
16 some evenings once me and Dwayne Brittingham
17 established a relationship, it was probably two
18 weeks after that I actually started residing at
19 that residence.

20 Q. So sometime in April?

21 A. Correct.

22 Q. Sometime in April of 1997 you moved in and
23 began living in Dwayne Brittingham's apartment?

24 A. In his house, in the 1808 address.

25 Q. Then when was it that he proposed to you?

- 1 A. He proposed to me probably a month after that
2 time.
- 3 Q. So that would have been in May of 1997?
- 4 A. Yes.
- 5 Q. What did you say?
- 6 A. I didn't give him an answer.
- 7 Q. Did you ever give him an answer?
- 8 A. No, because other situations started arising.
- 9 Q. What situation was that?
- 10 A. Does it have to do anything with our
11 proceedings today?
- 12 Q. I don't know. We'll find out. What situation
13 was that?
- 14 A. Just with personal matters.
- 15 Q. It's true, is it not, that he ended up in jail?
- 16 A. Yes, that is. That's true.
- 17 Q. Did that have something to do with that, that
18 he was in trouble with the law?
- 19 A. No. That's the reason I decided to separate
20 and go our separate ways.
- 21 Q. So you lived in Dwayne Brittingham's house,
22 which is 1808 South Hawthorne, from April of
23 1997 until you moved out. Would that be
24 correct?
- 25 A. That's correct.

- 1 Q. Would it be correct that you moved out of that
2 location on October 10 of 1997?
- 3 A. That's correct.
- 4 Q. And that's something you told Sally De Neui.
5 Isn't it?
- 6 A. That is.
- 7 Q. You told her you lived there from March 22 of
8 '97 until October 10 of 1997?
- 9 A. That's correct.
- 10 Q. Now, while you were living there, I presume
11 that you used electricity in the house.
- 12 A. Yes, I did.
- 13 Q. Probably used the refrigerator?
- 14 A. Yes, I did.
- 15 Q. And whatever else. Was there an air
16 conditioner there?
- 17 A. Yes, there was.
- 18 Q. So whatever power that, electric power that was
19 present in that house, you received the benefit
20 of it, as well as anybody else that was in the
21 house. Would that be correct?
- 22 A. That's correct.
- 23 Q. Now, you of course understand that when a
24 person has electricity in any building, it
25 doesn't come for free. Don't you?

- 1 A. I understand that.
- 2 Q. Were you aware that Dwayne Brittingham had told
3 NSP that you would be a responsible party at
4 that residence?
- 5 A. No, I did not.
- 6 Q. You're aware of that now. Are you not?
- 7 A. That he said that Angelia Brittingham would be
8 a responsible party, yes. I'm aware of that.
- 9 Q. When did you find that out?
- 10 A. I found it out when I first saw one of the
11 bills. It was the first part of July. He did
12 not tell me. I looked at his mail.
- 13 Q. So in July you found out that you were listed
14 as a responsible party?
- 15 A. Yes, I did.
- 16 Q. What does that mean to you when you're listed
17 as a responsible party?
- 18 A. It means I'm responsible for any bills that
19 come at that time.
- 20 Q. Did you call NSP and tell them you were not?
- 21 A. No, I did not. That I was not?
- 22 Q. You were a responsible party.
- 23 A. I asked him, since he had called, to call them
24 and tell them I want my name removed, that I am
25 not Angelia Brittingham. Therefore, why did

1 you put my name on this?

2 Q. Did he call NSP?

3 A. I am not aware that he did.

4 Q. And bills continued to arrive listing both you
5 and he as responsible parties. Would that be
6 correct?

7 A. That would be correct.

8 Q. Just so I ask the right question, you never
9 during this period of time called NSP and told
10 them to remove your name as responsible party.
11 Would that be correct?

12 A. Yes, that my name is not Angelia Brittingham,
13 and I never called them.

14 Q. You did not call NSP?

15 A. Correct.

16 Q. Until you talked to Sally De Neui about this
17 bill that you received after you moved out.
18 Would that be correct?

19 A. That's right.

20 Q. Were you aware earlier --

21 MR. GERDES: And could we just stipulate
22 that Exhibit 3 could be received so that I can
23 use it to examine this witness?

24 MS. WIEST: Do you have any objection to
25 Exhibit 3 being admitted into evidence?

1 MS. QUALLS: No, I don't.

2 MS. WIEST: Exhibit 3 has been offered and
3 admitted.

4 Q. Miss Qualls, I'd like to show you Page 7 of
5 Exhibit 3. That is the payment history that
6 covers the period of time from March of '97 to
7 October of '97. Would that be correct, if you
8 look at the left-hand column, the dates in the
9 left-hand column?

10 A. Right.

11 Q. The top one would relate to 1808 South
12 Hawthorne Avenue, and the bottom would relate
13 to 1808 1/2 South Hawthorne Avenue. Would that
14 be correct?

15 A. Correct.

16 Q. Now, were you aware of the late payment charges
17 that were made before July when you first found
18 out you were a responsible party?

19 A. No, I wasn't.

20 Q. Did Dwayne ever talk to you about the fact that
21 the electricity was going to get cut off unless
22 a payment was made toward the electricity?

23 A. No. We never talked about any light bill,
24 seeings I wasn't responsible in his eyes to pay
25 for that.

1 Q. You mentioned that you had received a statement
2 from NSP saying you owed some two thousand
3 dollars or more, twenty-three hundred dollars
4 is what I wrote down. If you look at your
5 complaint, you indicate you received a bill for
6 fifteen hundred dollars. Which was it?

7 A. Now that I see it on my paper that I wrote
8 down, it says fifteen hundred dollars, and I'm
9 sure that's what it was. But I recall seeing
10 on that note that it was two thousand and
11 something dollars.

12 After I spoke with Sally, she said in the
13 amount of fifteen hundred dollars. Each time
14 she kept bringing it down further, once she
15 researched her information and found out I
16 didn't live at any of the previous addresses
17 that she had listed.

18 Q. And that's my point. My point is at one point
19 in time you were asked to pay fifteen hundred
20 dollars, and after you provided information and
21 NSP did the research, they lowered the bill to
22 \$507.73, which is the amount stated on Page 7
23 of Exhibit 3. Wouldn't that be correct?

24 A. That would be correct, but it's also listed for
25 two separate addresses. At one time it was for

- 1 three separate addresses and four separate
2 addresses. So I cannot live in four places at
3 one time.
- 4 Q. You'll agree with me that it was reduced once
5 they found out the correct information. Isn't
6 that true?
- 7 A. Correct.
- 8 Q. As a matter of fact, isn't that what Sally told
9 you, that if it could be proven you were not
10 living at these other addresses, that then they
11 could do something about that bill?
- 12 A. Sally told me a lot of conflicting information.
- 13 Q. But right now I'm asking but this particular
14 piece of information. Did she tell you that
15 they could do something about the bill once
16 they found out you did not live at those other
17 addresses?
- 18 A. She told me they could do something about the
19 bill, but once I presented information to her,
20 I felt she was uncooperative to do something
21 about her bill as far as payment arrangements
22 go.
- 23 Q. But they did knock off a thousand to fifteen
24 hundred dollars, did they not?
- 25 A. Yes, they did, but I wasn't responsible for

1 that in the beginning, anyway.

2 Q. Now, how was it that you first found out that
3 NSP -- first of all, let me back up. If I'm
4 understanding correctly, you rented an
5 apartment near your salon. Would that be
6 correct?

7 A. Yes, right downstairs from my salon.

8 Q. Are they in the same building?

9 A. Yes, they are.

10 Q. And when you rented that apartment, what did
11 you do to turn on the electricity?

12 A. When I moved into that apartment, I had been
13 waiting for about a month to move in there,
14 because they hadn't finished some renovation
15 they were doing. I had not and have not yet
16 signed a lease, and the people are kind of lax
17 as far as getting paperwork and information,
18 because it goes through -- there are a lot of
19 different people who have different jobs
20 concerning that complex, that building. No one
21 ever came to me and said, "You need to have
22 your name -- you need to call NSP and have them
23 change this service into your name." No one
24 ever contacted me and said that.

25 Q. You had to do that for your salon. Didn't you?

- 1 A. I had to do that for the salon, but there are
2 also a lot of apartments in this town where the
3 utilities are included.
- 4 Q. But these are both in the same building.
- 5 A. They're both in the same building, but the
6 salon, like in my apartment, you don't have to
7 pay water, heat. In my salon I have to pay
8 water, and I have to pay heat. So they are two
9 different situations. One is commercial
10 property, and one is residential.
- 11 Q. How was it that you found out, first found out
12 that NSP was seeking to discontinue your
13 electrical service at your apartment?
- 14 A. In the mailbox I received a note. It had been
15 hand delivered, because there was no stamp
16 marking on it, postal marking, and I knew
17 somebody had come by there and left a letter
18 for Angelia Brittingham in the mailbox and
19 stated to contact NSP and your services will be
20 disconnected, all services.
- 21 Q. Was it red in color?
- 22 A. The piece of paper? It was just a little,
23 looked like a little Post-It note.
- 24 Q. You don't recall what color it was?
- 25 A. It wasn't red. I'm more than sure of that.

1 Q. Did you contact NSP then?

2 A. Yes, I did.

3 Q. Would that have been on December 8, 1997? If
4 you would look at Page 8 of Exhibit 3, I'll
5 tell you that's a computer screen. It refers
6 to a contact that was allegedly made with you
7 -- with reference to the first contact with
8 reference to either paying these bills or
9 making other arrangements or the power would be
10 discontinued.

11 My question to you is, would that square
12 with your memory that it was about December 8?

13 A. That seems to be correct.

14 Q. Did you talk to Sally De Neui on the telephone?

15 A. Yes, I did.

16 Q. What do you recall about that conversation?

17 A. I recall explaining my situation to her, and
18 she saying that I probably was Jill Gale, and
19 that I had possibly done some name changing,
20 and that I have about four different residences
21 of which I have unpaid balances, and that my
22 name was Angelia Brittingham.

23 I explained to her my name is not Angelia
24 Brittingham. Also at the 1808 address where I
25 resided, I was not responsible for paying any

- 1 bills there, because Dwayne Brittingham was
2 helping me out at that time.
- 3 Q. Did you have any other conversation with her?
- 4 A. I'm sure it's been -- December was a long way
5 away. I don't remember verbatim exactly what I
6 said to her.
- 7 Q. Would it be fair to say this was also the
8 conversation where she told you you had to
9 prove you weren't at these other residences?
- 10 A. I don't know if it was in our first telephone
11 conversation, because I had called her back
12 several times. So I don't know if it was
13 exactly the first conversation that I had with
14 her that she told me that I had to get
15 information about where I had resided in all
16 those years.
- 17 Q. In any event, that was the same day that you
18 filed your complaint with the Public Utilities
19 Commission. Isn't that correct?
- 20 A. I don't think I did at that same day. I think
21 it was the next day.
- 22 Q. Why don't you look at the date that your
23 complaint is dated on the second page.
- 24 A. Okay.
- 25 Q. Would that be correct, that it was the same

1 date?

2 A. I believe it was the next day, because one day
3 ended -- it was the end of the day. I don't
4 think I left the salon that day. I don't
5 recall if I had customers or not.

6 Q. You'll agree with me if you look at Page 8 of
7 Exhibit 3, that screen is dated December 8 of
8 1997, is it not?

9 A. Correct.

10 Q. If you look at Page 2 of your complaint, it's
11 also dated December 8.

12 A. Correct. It is dated that date.

13 Q. Are you saying you actually did not sign your
14 complaint on December 8?

15 A. I may have signed my complaint on December 8,
16 and I may have contacted Sally on December 8,
17 but I don't know if she said on December 8 that
18 she could make arrangements for me. It doesn't
19 state here exactly what the conversation was.

20 Q. In any event, your complaint was filed the same
21 day you talked to Sally the first time. That
22 was the point I was trying to make. Is that
23 correct?

24 A. Correct.

25 Q. This was only a notice seeking to discontinue

- 1 the service to your apartment, was it not?
- 2 A. No. She stated to me that it would be my
3 apartment and my salon.
- 4 Q. Are you sure about that?
- 5 A. I am sure.
- 6 Q. You get a separate billing on your salon from
7 your apartment?
- 8 A. Yes, I do.
- 9 Q. And they're different classes of service. Are
10 they not?
- 11 A. One is commercial and one is residential.
12 Uh-huh.
- 13 Q. Miss Qualls, we've established that your first
14 conversation with Sally De Neui was on December
15 8. Is that the same day that you got the note
16 that said they were thinking of discontinuing
17 your service?
- 18 A. Correct.
- 19 Q. So you got the note on December 8, and called
20 her on December 8. Is that correct?
- 21 A. That's correct.
- 22 MR. GERDES: That's all I have. Thank
23 you.
- 24 MS. WIEST: Mr. Hoseck?
- 25

1 CROSS-EXAMINATION BY MR. HOSECK:

2 Q. Miss Qualls, at any time in this process, we're
3 talking here of approximately October 1995 to
4 about December 5 of 1997, was your last name
5 ever Brittingham?

6 A. No, it wasn't.

7 Q. In other words, were you ever married to Dwayne
8 Brittingham?

9 A. No, I wasn't.

10 Q. But there was a point in time where you
11 cohabited with Mr. Brittingham at a South
12 Hawthorne address. Is that correct?

13 A. That's correct.

14 Q. When you cohabited with Mr. Brittingham, did
15 you know your name had been added to the NSP
16 bill?

17 A. It was July when I found out my name had been
18 added to the NSP bill.

19 Q. July of what year?

20 A. 1997.

21 Q. Did you ever request of NSP that your name be
22 added to the bill?

23 A. No, I did not.

24 Q. Did you ever enter into a contract with NSP for
25 providing electric service at the South

1 Hawthorne addresses?

2 MR. GERDES: Objected to as calling for a
3 legal conclusion.

4 MS. WIEST: Overruled. She would know if
5 she entered in. Did you qualify by written
6 contract?

7 A. No. It was my knowledge when you enter into a
8 contract with NSP, you have to give your social
9 security number.

10 Q. And you did not do that. Is that correct?

11 A. No, I did not.

12 Q. Did you ever visit with anyone about providing
13 of service to the South Hawthorne addresses?
14 In other words, asking that electric service be
15 provided to those addresses?

16 A. No. There was already electricity being
17 provided at those addresses under Dwayne
18 Brittingham and Jill Gale.

19 Q. The electric service would have been provided
20 at the time you moved in with Mr. Brittingham.
21 Is that correct?

22 A. That's correct.

23 Q. Did Mr. Brittingham continue to occupy the
24 South Hawthorne addresses after you moved out?

25 A. Yes, he did.

1 Q. Perhaps just by means of clarification, could
2 you explain to the Commission what the
3 difference is between the two addresses at
4 South Hawthorne, one I believe is 1808, and the
5 other one is 1808 1/2 South Hawthorne.

6 A. Right.

7 Q. What was the physical situation there?

8 A. The physical situation was there's 1808, which
9 is a regular house situation with a kitchen,
10 bathroom and bedrooms upstairs. 1808 1/2, you
11 would have to go downstairs, and it's also a
12 separate apartment, because there is the
13 kitchen and bathroom and bedrooms down there,
14 as well.

15 Q. You may have testified to this before. When
16 were you first aware your name was added as a
17 responsible party to the NSP bill?

18 A. I was aware in July after looking at one of the
19 electricity bills just lying around.

20 Q. Was there a point in time when you became
21 engaged to Mr. Brittingham?

22 A. We never really became engaged because I never
23 received a ring. I never accepted.

24 Q. With regard to the service that we're kind of
25 involved with here, the providing of service at

- 1 125 South Conklin, No. 5, specifically what is
2 this No. 5? Is this an apartment?
- 3 A. There are apartments. There are about six
4 apartments in that building, as well as three
5 commercial businesses.
- 6 Q. And you moved into this location at
7 approximately what time?
- 8 A. In November of 1997, I believe the date was.
- 9 Q. Were you the sole occupant of that apartment
10 when you moved into it?
- 11 A. Yes, I was.
- 12 Q. In other words --
- 13 A. Well, me and my niece. I have a niece, she's
14 10 years old, who lives with me.
- 15 Q. When you cohabited with Mr. Brittingham, was
16 the procurement of electricity from NSP a
17 motive in any sense of the word?
- 18 A. For moving into?
- 19 Q. Yes.
- 20 A. No, because I had my other apartment at 4000
21 South Louise, which I still had to pay rent
22 there for the next month, as well as
23 electricity. I never had those turned off.
- 24 Q. Did Mr. Brittingham indicate he assumed
25 responsibility for the arrearages that were on

- 1 the electric bill for the South Hawthorne
2 addresses?
- 3 A. Correct.
- 4 Q. At any time in this process did you go through
5 a name change or anything of that nature?
- 6 A. No, I did not.
- 7 Q. Could you tell the Commission what the present
8 status of your billing situation is with regard
9 to the South Conklin address? In other words,
10 do you still have power at your apartment?
- 11 A. Yes, I do.
- 12 Q. Do you have power at your salon?
- 13 A. Yes, I do.
- 14 Q. The only bill that is contested here, or the
15 only matter contested here is providing service
16 to the apartment only at South Conklin, or is
17 it to the apartment and the salon?
- 18 A. It was never clarified, but I believe Leni told
19 me that they could not bother my salon, because
20 that would be under another regulation. It
21 would be the 125 Conklin under us.
- 22 Q. What's the status of the bills with the
23 apartment and the salon? Are they current at
24 this point in time?
- 25 A. Yes, they are current.

1 MR. HOSECK: No further questions.

2 MS. WIEST: Commissioners?

3 CHAIRMAN BURG: I have a couple.

4 BY CHAIRMAN BURG:

5 Q. Did NSP -- did you ever owe any money on -- I
6 believe you said did you live on South Louise
7 with your husband or on Louise?

8 A. Yes, I did.

9 Q. Were you ever behind on that bill?

10 A. Not to my knowledge I wasn't, but I wasn't
11 responsible for paying the bill at the 4000
12 South Louise address. I was just responsible
13 for paying the car. So I don't know if it was
14 ever late.

15 Q. But in any time when NSP said you owed them
16 money, they did not indicate you owed them
17 anything on South Louise?

18 A. No, they did not. I never received a bill or
19 was forwarded a bill.

20 Q. Was your name ever Angelia Brittingham?

21 A. No.

22 Q. Was it ever Jill Gale?

23 A. No. She lives in Arizona.

24 Q. Did they indicate you were responsible for
25 bills of Jill Gale?

- 1 A. Yes. Sally said that I had done a name change,
2 and she believed there was a name change done.
- 3 Q. Do you know the date Dwayne Brittingham put the
4 NSP service in your name?
- 5 A. I think it was either in April. That's what I
6 read off one of the papers.
- 7 Q. You already testified you didn't know it until
8 July, that it happened.
- 9 A. Correct.
- 10 Q. Again, just to clarify a question that came up,
11 you said there was a note left in your mailbox
12 at your current address.
- 13 A. Yes. It was at my salon address.
- 14 Q. At your salon address. Did that note indicate
15 the power would be shut off at both your
16 salon --
- 17 A. It said on all services listed in your name.
- 18 Q. Do you still have that note?
- 19 A. No, I do not. It was on a little yellow piece
20 of paper that had some type-printed information
21 on it, like the amount and a number to
22 contact.
- 23 Q. But you didn't keep that?
- 24 A. No, I did not.
- 25 CHAIRMAN BURG: That's all I have.

- 1 BY COMMISSIONER SCHOENFELDER:
- 2 Q. Is 125 South Conklin Avenue, No. 5, is that the
3 apartment?
- 4 A. That's the apartment.
- 5 Q. What's 121 South Conklin?
- 6 A. That's the salon address.
- 7 Q. And 1808 1/2 and 1808, which one of those did
8 you live in?
- 9 A. 1808.
- 10 Q. And the other one was leased out or something?
- 11 A. The other one downstairs, his son stayed down
12 there sometimes when he would have friends
13 over. Basically it was empty and used for
14 storage.
- 15 Q. Then you have a note from someone on South
16 Louise Avenue that's 4008 South Louise. Is
17 that the landlord's address on South Louise?
- 18 A. 4000, that was my apartment. Apartment 106.
- 19 Q. I have a 4000 South Louise. Then I have a memo
20 on the back of your complaint that says there's
21 a note from someone, and the address on that is
22 4008 South Louise.
- 23 A. That could be the landlord's address.
- 24 Q. It's Woodlake Apartments, 4008 South Louise
25 Avenue, and it's signed by -- I can't read the

1 signature, manager, June Vande Berg.

2 A. Yes, stating that that's where I lived during
3 that time.

4 Q. That would be the address of the manager's
5 apartment at 4008.

6 A. Yes, it would.

7 Q. I'm trying to get the addresses straightened
8 out.

9 COMMISSIONER SCHOENFELDER: That's all I
10 have. Thank you.

11 BY COMMISSIONER NELSON:

12 Q. Of the \$500 that the bill that is now being
13 contested, was all of the \$500 worth of charges
14 for 1808 South Hawthorne?

15 A. No, it's for 1808 and 1808 1/2 South
16 Hawthorne.

17 Q. Did you get any notice from NSP besides the
18 yellow Post-It note?

19 A. No, I did not.

20 Q. Did they acknowledge that they put the yellow
21 Post-It note there?

22 A. It said, "Contact Sally at NSP," and it was in
23 an envelope, I believe.

24 Q. You were willing to make payments on this bill,
25 although you don't really feel you're

1 responsible?

2 A. I was willing, because I have my niece that
3 lives with me, and I didn't want her sitting in
4 the dark. She is in school, and she had
5 studies to do.

6 Q. So you intended to pay the bill and argue about
7 it later?

8 A. Yes, I did.

9 Q. I just wanted to be sure.

10 COMMISSIONER NELSON: That's all.

11 BY CHAIRMAN BURG:

12 Q. I have one follow-up to what Commissioner
13 Nelson asked. Do you feel you owe anything to
14 NSP for 1808 or 1808 1/2 South Hawthorne?

15 A. I felt like if I was there and since there is
16 an embedded rule, even though Dwayne
17 Brittingham said he would pay it, in order to
18 keep my electricity on, I would make payment
19 arranges to pay for the 1808 address.

20 Q. Any bill you've been responsible for to NSP in
21 your mind, have you ever been late or not paid
22 that?

23 A. I could have been late several times, but I'm
24 not aware exactly when or what were the
25 reasons. I could have been late. Sometimes --

1 I even have bills in my purse now to NSP that
2 I'm just waiting to go to the mailbox with, you
3 know, along with other payments I have to
4 make.

5 My mail is already written out in my purse
6 to NSP and to whoever else I have to pay in the
7 envelopes just waiting to be stamped. I could
8 be late sometimes, because I carry them around
9 with me. They're already made out.

10 Q. But you never got into a payment, disconnect
11 problem?

12 A. Not to my knowledge.

13 MS. WIEST: Any other questions?

14 BY MS. WIEST:

15 Q. Was your salon ever disconnected?

16 A. No, it wasn't.

17 Q. But the apartment was disconnected?

18 A. Yes, it was.

19 Q. When was it reconnected?

20 A. It was after -- I don't remember the exact
21 dates, but it was probably four days after it
22 was turned off.

23 Q. Did you ever go by the name Angelia
24 Brittingham?

25 A. No, I didn't. I had only known Dwayne, I met

1 him in February, and started cutting his hair.
2 I didn't have a reason to go by the name
3 Angelia Brittingham. If I would have gone by
4 another name, it would be my maiden name again.

5 Q. So then when you saw the bill in the name of
6 Angelia Brittingham in July, did you think you
7 could be held responsible since that wasn't
8 your name?

9 A. No. I went to him and asked him why he did
10 that. He said, "It's because I want you to
11 have my last name." This was after the fact
12 that he had already proposed. I wanted you to
13 see what it would look like. He did it to be
14 cute.

15 Q. Did NSP ever say how they connected a bill in
16 the name of Angelia Brittingham with your name,
17 Angelia Qualls?

18 A. No. I still don't know.

19 MS. WIEST: Thank you. Any further
20 questions of this witness?

21 MR. GERDES: No questions.

22 MS. WIEST: Thank you, Miss Qualls. You
23 don't have any other witnesses, do you?

24 THE WITNESS: No, I don't.

25 (Witness excused)

1 MS. WIEST: NSP, you may call your first
2 witness.

3 MR. GERDES: Call Sally De Neu.

4 SALLY DE NEUI,
5 called as a witness, being first duly sworn,
6 testified as follows:

7 DIRECT EXAMINATION BY MR. GERDES:

8 Q. Would you state your name, please?

9 A. Sally De Neu.

10 Q. Where do you reside?

11 A. 620 East 13th Street, Sioux Falls, South
12 Dakota.

13 Q. What is your occupation?

14 A. Field collector for Northern States Power
15 Company.

16 Q. As a field collector for Northern States Power
17 Company, what are your job duties?

18 A. My job duties are to visit a customer's
19 residence when they are delinquent on their
20 electric bill to try to collect the electric
21 bill. If not possible, to disconnect the
22 electric service.

23 Q. You've been sitting here today listening to the
24 testimony of Angelia Qualls in this complaint
25 against Northern States Power Company. Is that

1 correct?

2 A. Yes.

3 Q. Would you tell me, please, how it was that it
4 first came to your attention that power was
5 being used at the South Conklin apartment,
6 125 South Conklin, No. 5?

7 A. We did not have an application for service for
8 that apartment, and there was usage on the
9 meter.

10 Q. How do you know that? How do you know there's
11 usage on the meter?

12 A. Well, we have a computer program that generates
13 reports that tell us that there's consumption
14 on meters that we do not have a name on the
15 account.

16 Q. Is it common to leave the power on in an
17 apartment that is not occupied?

18 A. Yes.

19 Q. Would you tell the Commission, please, why that
20 is?

21 A. The owners sometimes request that they leave
22 the power on so that they can show the
23 apartment. Often times if it goes several
24 months, the owner will request it be put in
25 their name.

1 Q. So basically this is a short-term condition on
2 the theory that the apartment is going to be
3 re-leased?

4 A. That's correct.

5 Q. So what is your procedure then if you find out
6 that there has been usage in an apartment that
7 your records show is vacant?

8 A. First of all, someone in the office, when they
9 get this report, would try to contact an
10 owner. If there's an answering machine,
11 they're not there, they often times will leave
12 a message and request they call NSP.

13 Or if that does not work, we have a blank
14 application card we request they send in for
15 service.

16 Q. Now, in the case of Angelia Qualls, would those
17 things have been done before you physically
18 went to the apartment at 125 South Conklin?

19 A. Yes.

20 Q. Then I take it at some point in time you
21 yourself personally went to 125 South Conklin.
22 Is that correct?

23 A. That is correct.

24 Q. If I'm understanding your testimony correctly
25 from what you just said, you would have gone to

- 1 South Conklin only after an attempt was made to
2 contact the landlord by telephone. Would that
3 be correct?
- 4 A. Yes.
- 5 Q. And only after a written application for
6 service had been sent to the occupant of that
7 apartment. Is that correct?
- 8 A. Yes.
- 9 Q. Is there a period of time you wait after that
10 application for service is sent before you
11 assume it's not coming back, and you go out?
- 12 A. Normally five working days.
- 13 Q. So it would have been some period of time after
14 these attempts to contact the occupant that
15 occurred before you, in fact, physically went
16 to that location. Would that be correct?
- 17 A. That is correct.
- 18 Q. Then what would you have done?
- 19 A. I would go to the apartment door and knock
20 first to see if there's someone at home, to see
21 if I can obtain the information.
- 22 Q. Did you do that in this instance?
- 23 A. Yes, I did.
- 24 Q. Was anybody at home?
- 25 A. No.

- 1 Q. Then what is your procedure?
- 2 A. Then I left -- at this particular one I left a
3 yellow card.
- 4 Q. Where did you leave it?
- 5 A. I left it in the door of the beauty shop.
- 6 Q. Why did you leave it in the door of the beauty
7 shop, as opposed to the apartment?
- 8 A. Because there was no one there, and just left
9 it in that door.
- 10 Q. Was this a Scotch Post-It note?
- 11 A. No.
- 12 Q. What is it?
- 13 A. It is a card, like a postcard, and it has typed
14 information on there.
- 15 Q. What does that information say?
- 16 A. That information indicates there is a debt
17 involved, and to please make arrangements or
18 pay the bill. That yellow card is left with a
19 one-day extension. If it's done on Friday,
20 they are given until Monday.
- 21 Q. The one-day extension is for what?
- 22 A. To apply for service or to pay a bad debt.
- 23 Q. If that doesn't help, what happens?
- 24 A. The power is disconnected.
- 25 Q. So what you are saying is notice is given that

- 1 the power will be disconnected before, and the
2 person is given an opportunity to make it right
3 before the power is actually disconnected. Is
4 that correct?
- 5 A. That is correct.
- 6 Q. Was that done in this instance?
- 7 A. Yes, it was.
- 8 Q. Let me show you Exhibit 3. Do you have Exhibit
9 3 in front of you?
- 10 A. I don't think I do.
- 11 Q. I'll show you Page 8 of Exhibit 3. That would
12 be a computer screen from December 8. Is that
13 correct?
- 14 A. Yes, it is.
- 15 Q. Would this be -- what would this represent?
16 What would this computer screen, why would it
17 be generated?
- 18 A. This would be generated when a customer
19 contacts NSP or any contact with a customer for
20 this particular address.
- 21 Q. So would this have been generated after Angelia
22 Qualls called you on the telephone?
- 23 A. That is correct.
- 24 Q. Apparently this would have been several days
25 after this yellow card was left in the door of

1 the salon. Would that be correct? Based on
2 the procedure you described.

3 A. It could have been one day, or it would have
4 been -- if it was a Friday, it could have been
5 a Monday. I do not know what day December 8
6 was. I believe December 8 was a Monday.

7 Q. So that would have been, it would have gone
8 over a weekend?

9 A. Yes.

10 Q. In any event, did you have a conversation with
11 Angelia Qualls?

12 A. On the telephone.

13 Q. Tell us what you recall about that
14 conversation.

15 A. Angelia Brittingham, we had as her name, said
16 she did not reside at these addresses, and did
17 not owe \$1,500. I asked her where she had been
18 living, if she was living with Dwayne
19 Brittingham and Jill Gale. She said she lived
20 with Dwayne Brittingham on 1808 South
21 Hawthorne, but did not live with him at the
22 other addresses.

23 Q. So what else did you tell her about whether she
24 would or would not be responsible for those
25 other addresses then, if you recall?

- 1 A. When she told me also that she did not live at
2 those other addresses with Dwayne Brittingham,
3 I told her we would do some investigating. In
4 the meantime Dwayne Brittingham also called in
5 to talk to the customer service office.
- 6 Q. What did he relate?
- 7 A. He stated Angelia did not live with him at
8 these previous addresses, but that they did
9 reside together at 1808 and 1808 1/2 South
10 Hawthorne.
- 11 Q. So would that then have been the difference
12 from the \$1,500 to the \$500 between Pages 8 and
13 9 on Exhibit 3?
- 14 A. That is correct.
- 15 Q. So is it fair to say then you or someone made
16 the decision to reduce the claim against
17 Angelia Qualls from approximately \$1,500 to
18 approximately \$500?
- 19 A. That is correct.
- 20 Q. Who made that decision?
- 21 A. We had a conference meeting, my supervisor,
22 Marilyn, and in reviewing the accounts, she did
23 not reside at those previous addresses with
24 Dwayne Brittingham.
- 25 Q. Then you had another conversation -- how many

- 1 conversations did you have with her, if you
2 recall, on December 8?
- 3 A. I believe only one conversation on December 8.
- 4 Q. Was it you or someone else that had the
5 conversation with Dwayne Brittingham?
- 6 A. It was someone else in the office.
- 7 Q. But it was relayed to you? The content of that
8 conversation was relayed to you?
- 9 A. It was related to the disconnection of service,
10 yes.
- 11 Q. Then if you look at Page 9 of Exhibit 3, tell
12 me what that bill represents.
- 13 A. That screen represents we received a call from
14 the Public Utilities Commission from Leni, and
15 the conversation that took place then.
- 16 Q. There's the phrase there that says, Talked to
17 Angelia. She admitted living with Dwayne
18 Brittingham at 1808 and 1808 1/2 South
19 Hawthorne from March 22, '97, to October 10,
20 '97." Is that what you told Leni, or is that
21 what Angelia told you on that day?
- 22 A. That is what Angelia told me. That is the
23 notation I made on the screen.
- 24 Q. But is this something you are relating to Leni,
25 or is this a conversation you had with Angelia

- 1 on the 10th is what I'm asking you.
- 2 A. This is a conversation resulting from the PUC
3 requesting information.
- 4 Q. So you talked to Angelia?
- 5 A. Yes.
- 6 Q. It goes on to describe what your conversation
7 was with Angelia with reference to the
8 arrearages. Is that correct?
- 9 A. Yes.
- 10 Q. You heard her testimony that you had asked for
11 payments, and that she had offered to make
12 payments, but not what you were suggesting, or
13 words to that effect? Did you hear that
14 testimony?
- 15 A. Yes.
- 16 Q. What is your response to that?
- 17 A. Well, with the bill of \$507.73, we requested
18 half of that, and then made arrangements, or
19 would like to have made arrangements with her
20 to pay \$125 on January 15 and \$132.73 by
21 February 15.
- 22 Q. What happened as a result of that conversation?
- 23 A. Angelia said she could not do that.
- 24 Q. What happened then? As far as your involvement
25 is concerned, what happened after that?

1 A. That is when the Public Utilities Commission
2 requested that we restore power in --

3 Q. In this proceeding here?

4 A. No, the first one by telephone. That is when
5 power was restored was on December 10.

6 Q. Would it be -- you were on the telephone at
7 that first hearing, were you not, in this
8 matter?

9 A. Yes, I was in the room.

10 Q. Would it be fair to say NSP agreed to reinstate
11 the power until this matter was resolved?

12 A. That is correct.

13 Q. Did you ever tell Angelia you were going to cut
14 off power at the beauty shop, as well?

15 A. No.

16 Q. Why would you not have done that?

17 A. Commercial and residential are separate issues.

18 Q. So would it be your understanding you would not
19 be authorized to cut off commercial?

20 A. Correct.

21 MR. GERDES: That's all I have.

22 MS. WIEST: Miss Qualls, do you have any
23 questions of this witness?

24 MS. QUALLS: Yes.

25

1 CROSS-EXAMINATION BY MS. QUALLS:

2 Q. Did you know at the time you left the note at
3 the salon that it was not policy, that you
4 could not connect commercial problems to
5 residential service problems?

6 A. Yes.

7 Q. Did you?

8 A. I believe the address on the envelope was
9 addressed 125 South Conklin, Apartment 5.

10 Q. Do you recall me calling you back on the
11 telephone and asking you, once we talked the
12 first time on December 8, 1997, that I returned
13 a call to you again and asked you some more
14 questions about what I needed to do as far as
15 where I resided? Do you recall me asking you
16 some more questions concerning that
17 information?

18 A. I remember the one conversation we had
19 regarding all of the addresses, where you told
20 me you did not live with Dwayne at all of these
21 other addresses, only at the 1808 and 1808 1/2
22 South Hawthorne.

23 Q. Okay. Do you also recall me telling you I did
24 not live at the 1808 1/2 address, and that I
25 was residing at the 1808 address?

1 A. No, I do not.

2 Q. Do you recall every conversation that you have
3 on the phone with every complaint that you
4 have?

5 A. I'm sorry?

6 Q. Do you recall all of the conversations that you
7 have on the phone with ever complaint that you
8 have?

9 A. No.

10 Q. When you were making these notations, do you
11 make them after the conversation or at the time
12 that you're having the conversation?

13 A. It could be both.

14 MS. QUALLS: That's all.

15 MS. WIEST: Mr. Hoseck?

16 CROSS-EXAMINATION BY MR. HOSECK:

17 Q. Miss De Neui, could you look at Exhibit No. 3
18 again, please? In particular, Page No. 7 of
19 that exhibit.

20 A. The billing history?

21 Q. It's entitled "Billing History."

22 A. Okay.

23 Q. On the headings of both of those, the page is
24 kind of divided in half. It has Dwayne
25 Brittingham and Angelia Qualls as the

1 responsible parties, one for 1808 South
2 Hawthorne, and the other for 1808 1/2 South
3 Hawthorne.

4 The question I have is how does the name
5 Angelia Qualls appear on this bill?

6 A. I believe at the time this was made up it's off
7 of another computer screen printout, that this
8 billing history was made off of a different
9 computer program. The names were typed in.

10 Q. So in other words, if one of the things we've
11 been discussing here today is the fact that
12 Angelia's name was added as Angelia
13 Brittingham, that would be a separate record
14 than this record we've just talked about?

15 A. Yes.

16 Q. Is that a different computer system?

17 A. I did not make this up. I'm not sure where
18 this billing history -- I don't know.

19 Q. What is the amount in controversy here? I'm
20 not clear. How much money is NSP alleging
21 Angelia Qualls owes the company?

22 A. \$507.73.

23 Q. In the Answer that was filed in this matter
24 there was something stated that NSP had done an
25 investigation showing Angelia Qualls was one in

1 the same as Angelia Brittingham. Could you
2 explain what that investigative process was?
3 In other words, how was that conclusion
4 reached?

5 A. I'm not sure what you're saying. Would you
6 repeat it, please?

7 Q. Well, in the Answer to this Complaint that was
8 filed by your company. Have you ever seen
9 that?

10 MS. WIEST: That would be Exhibit 2.

11 A. Okay.

12 Q. Actually on the second page of this Answer, the
13 first full paragraph starts, "On December 5."
14 Do you see that?

15 A. Yes.

16 Q. It talks about an investigation involved with
17 Miss Angelia Qualls -- or discovered Angelia
18 Qualls lived at this address. Then there was
19 this other investigation December 8 talking
20 about her living at the South Hawthorne
21 addresses.

22 What I'm curious about, what investigation
23 was done? What can you tell the Commission
24 about that?

25 A. All right. It would be telephone calls that we

1 had received from Angelia herself and also from
2 Dwayne Brittingham.

3 Q. Another point of clarification. What does NSP
4 propose to do in this particular case? In
5 other words, are you proposing to terminate the
6 service to the address at the South Conklin,
7 residential address? Is that what is at stake
8 here unless the bill is paid?

9 A. Or some arrangements, correct.

10 Q. What steps have been taken to collect any of
11 these arrearages from Mr. Brittingham? Have
12 there been any steps taken by NSP to collect
13 any of these amounts from him?

14 A. He, I understand, is in jail, does not have an
15 address with Northern States Power at this
16 point.

17 Q. When was the last time you checked on that?

18 A. We view the computer screen when a customer
19 calls in for service, which he has not done.

20 Q. So in other words, those would be the only
21 efforts undertaken by NSP to your knowledge to
22 do any collecting of anything from
23 Mr. Brittingham?

24 A. We have the normal procedures on a finalized out
25 account that is followed up by trying to track

1 or locate the person.

2 Q. Have you done that?

3 A. That is correct. He is, as I understand, in
4 jail.

5 Q. When did you do this normal investigation you
6 normally do under your procedures? Do you
7 know?

8 A. No, I do not know the exact dates.

9 MR. HOSECK: I don't have anything
10 further. Thank you.

11 MS. WIEST: Commissioners?

12 BY COMMISSIONER NELSON:

13 Q. I have a couple. How much of a total bill is
14 there we're talking about for the property at
15 1808? Not the combined bill at 1808 and 1805.

16 MR. GERDES: Commissioner, if you look at
17 Page 7, it's broken down. The top half is one
18 address, and the bottom half is the other
19 address.

20 Q. So \$212 at one place and \$295 at the other.
21 Why do you feel she should be responsible for
22 paying all if both people benefited? It seems
23 maybe she would pay 50 percent, if she was
24 responsible at all.

25 A. The account was set in both of their names.

- 1 There are two meters for the account. Both
2 meters were in both names. They had the whole
3 house as their residence.
- 4 Q. I thought you said there was no application for
5 any kind of service at the 1805, but that there
6 was usage on the meter at --
- 7 A. No, that's 125 South Conklin. You're talking
8 about 1808 and 1808 1/2 South Hawthorne.
- 9 Q. Okay. How long was Angelia's power off before
10 it got restored?
- 11 A. Two days. It was disconnected on the 8th and
12 restored on the 10th.
- 13 Q. Do your customers where you are going to
14 disconnect them, is that how you notify
15 customers that they're going to be
16 disconnected, by putting little yellow cards in
17 their doors?
- 18 A. No. The customer receives disconnection
19 notices in the mail. This account, we did not
20 know for sure who lived at 125 South Conklin,
21 Apartment 5.
- 22 Q. So is it fair to say she maybe wouldn't have
23 gotten that notice? It could have fallen off
24 the door. But you would have shut off the
25 utilities, anyway?

- 1 A. If no one would apply for service. We had
2 tried to call owner. No response. We had sent
3 out the application card, and no response.
- 4 Q. So you would have shut off the power?
- 5 A. The power was disconnected at 125 South
6 Conklin, Apartment 5.
- 7 Q. What I'm saying is, is it the policy, if you
8 will, if you don't know how to reach the person
9 in charge, that you just put the little note on
10 the door and assume somebody is going to answer
11 or take care of it, or you just shut off the
12 power?
- 13 A. No. We normally try to contact. We do all
14 efforts possible. That is a last resort, to
15 disconnect power.
- 16 Q. I'm saying in this case then what would you
17 have done if she didn't call in? Would you or
18 would you have not shut off the Power as a
19 practice?
- 20 A. Normally the customers call in when they are
21 notified that their power will be disconnected
22 the next day if we do not receive application.
- 23 Q. Okay. Is it a one-day notice is all you get
24 from the time you get this yellow card?
- 25 A. At that point, yes, it was.

- 1 Q. Is that just always the policy, or is this a
2 special policy for Angelia?
- 3 A. That was procedure we followed. We tried
4 contacting the owner. We sent out the
5 application card. Quite a bit of time had
6 elapsed. No response.
- 7 Q. Is this the same procedure you use for
8 everybody?
- 9 A. That is correct.
- 10 Q. That once you get to the point where you put
11 the little yellow card in the door --
- 12 A. They have a one-day notice to respond, after
13 all efforts have failed.
- 14 Q. So how much is done before that?
- 15 A. I just stated we try calling owners. We send
16 out application cards. We try every effort.
- 17 Q. But how do you have any kind of reasonable
18 assurance that, one, if you don't ever talk to
19 anybody, and how do you know that these people
20 get these notices? If nobody is there, they
21 could be out of town, there could be a lot of
22 reasons why nobody would get this stuff. How
23 do you know if you just do this stuff that,
24 one, they collected the mail, that they're even
25 aware that this stuff is going on?

- 1 A. It should be the owner's responsibility if
2 they're checking apartments, that maybe they
3 could call us.
- 4 Q. And basically the reason that you are going
5 after Angelia is you can't get the money out of
6 Dwayne because he's in jail. Right?
- 7 A. No.
- 8 Q. Well, then why are we arguing about Angelia's
9 part of this?
- 10 A. She's a responsible party.
- 11 Q. So how are you pursuing getting any of this
12 money from Dwayne?
- 13 A. Once he establishes services again, all of his
14 other bad debts will come about again.
- 15 Q. Is that true even if Angelia pays this bill?
- 16 A. He also has other bad debts that is not part of
17 Angelia.
- 18 Q. What about the \$507 which is what she's paying
19 that is also part of his bad debt? Would you
20 just forget that because Angelia paid it?
- 21 A. Angelia, it would be her responsibility to
22 collect, if she can, from Dwayne, as they were
23 -- I don't know how that would be handled with
24 her.
- 25 Q. When the bills went to the 1808 property, were

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1 they addressed to Angelia Brittingham and
2 Dwayne Brittingham?
3 A. Both names were on the electric bill.
4 Q. So that when you read the envelope, it says
5 "Angelia" -- do we have a sample of that?
6 Could we find one? I want to see a copy of how
7 the bill she received, if she would have
8 received it in the mail, would have looked.

9 MR. GERDES: I'll put the person that can
10 answer this on the stand, Commissioner, but I
11 think the answer is those were mailed out, and
12 they're generated by computer records. You
13 have the computer records that generated the
14 information. But as far as the actual piece of
15 paper, we can't reproduce it because it was
16 mailed out. It's generated. We can do another
17 one.

18 COMMISSIONER NELSON: I was just curious
19 about that. I would kind of like to see how
20 you do that. Can you show me somebody else? I
21 don't care. I'd like to see what the bills
22 look like that go out like that. I was
23 thinking of my own bill, and I assume if the
24 bill didn't get paid, you would be after my
25 husband and myself to pay that bill. The bill

1 doesn't say to Victor and Pamela Nelson in any
2 way.

3 MR. GERDES: Marilyn Heideman will testify
4 after this lady is finished.

5 COMMISSIONER NELSON: That would be fine.
6 Then I'm done.

7 BY CHAIRMAN BURG:

8 Q. How did you ever connect the name of Angelia
9 Qualls, Angelia Brittingham and Jill Gale?

10 A. Dwayne Brittingham telephoned information.

11 Q. But I mean there was never an Angelia
12 Brittingham.

13 A. That's the name Dwayne gave us.

14 Q. I understand that. I do have a problem you
15 accept any -- what if Dwayne would have put my
16 name on there?

17 A. We ask for all adult people residing at the
18 residence. That's what they give us.

19 Q. I mean there never was an Angelia Brittingham.
20 I'm saying how did you get from Angelia
21 Brittingham to Angelia Qualls to Jill Gale? At
22 one time she was responsible in your eyes for
23 all those bills.

24 A. Jill Gale was an altogether separate person.

25 Q. I understand that. But you were holding her

1 responsible at one time for those -- for Jill
2 Gale's, what you felt were her dues. Right?

3 A. We felt at that point, until it was clarified,
4 that possibly all three had been at the other
5 addresses, also.

6 Q. I understand. I'm trying to see how easy it is
7 to get to that point. It looks to me like it's
8 real easy to send a bill out with any name on
9 it you feel like putting on it.

10 A. No. We don't do that. We only take the
11 information given us.

12 Q. I understand that. The information given you,
13 I don't see how it ever showed that Jill Gale
14 and Angelia Qualls were the same person.

15 A. I never said that.

16 Q. But why did you generate a bill for her that
17 had Jill Gale's responsibilities on it? You
18 did at one time. Right?

19 A. No.

20 CHAIRMAN BURG: I'll need that clarified.

21 Q. How did you ever get to the \$1,500?

22 A. Dwayne Brittingham had past addresses. Angelia
23 stated she did not reside at those past
24 addresses with Dwayne Brittingham.

25 Q. In the complaint from Angelia Qualls there's

- 1 one sentence that says, "For Dwayne
2 Brittingham, Jill Gale and Angelia
3 Brittingham." It says, "Three days ago I
4 received a notice from NSP stating that I owed
5 \$1,500 for previous balances owed at old
6 apartments, house, et cetera, for Dwayne
7 Brittingham, Jill Gale and Angelia
8 Brittingham." That's on the bottom of the
9 front page, "Jill Gale." I'm wondering how
10 they ever connected her with Jill Gale?
- 11 A. Because I believe Angelia and Dwayne said at
12 one time Jill Gale did reside at 1808 and 1808
13 1/2 South Hawthorne.
- 14 Q. Because they lived there, sometimes you
15 assume --
- 16 A. We didn't assume anything. We were just
17 questioning the responsibility of the bills.
- 18 Q. I understand that once she submitted
19 information that she was not even in
20 Sioux Falls at the time of part of these bills,
21 you accepted that. Is that correct?
- 22 A. That is correct.
- 23 Q. If she stated she never ever used 1808 1/2, do
24 you accept that as not a responsibility, also?
- 25 A. We would need to know where she -- she was

1 residing there, and as I stated, they had the
2 whole house in their name. It's an upstairs
3 and downstairs, and they lived in that house.

4 Q. But you stated she put her name on as Angelia
5 Brittingham, because Dwayne Brittingham told
6 you to?

7 A. That is correct.

8 Q. But you also put her name on because at one
9 time Dwayne Brittingham lived at another
10 address.

11 A. No.

12 Q. Yes?

13 A. No.

14 Q. How did you ever get to her responsibility for
15 \$1500?

16 A. Because of Dwayne Brittingham.

17 Q. That's what I just said.

18 A. Yes. We had no idea who all lived at 125 South
19 Conklin. We needed to find out who.

20 Q. What I'm saying is you included that as part of
21 her dues because he lived there at one time,
22 the connection that you put the two together.
23 Is that correct?

24 A. We did not know who resided anywhere.

25 Q. I understand that. But you assumed when you

- 1 told her that she owed \$1500, that she was
2 connected with him at prior addresses.
- 3 A. That was possible.
- 4 Q. That's possible. Can I also -- so I'm going on
5 to say, so you assumed that she also lived in
6 1808 1/2 because Dwayne had that listed. Is
7 that correct?
- 8 A. That is correct. Her name was listed as a
9 tenant with Dwayne at both 1808 and 1808 1/2
10 South Hawthorne.
- 11 Q. But if she can indicate to you, and of course
12 she didn't have to do anything to get her name
13 put on there. Is that correct?
- 14 A. Dwayne provided the information.
- 15 Q. If she could testify or whatever it takes to
16 show she got no benefit out of 1808 1/2, do you
17 accept that, also, as you did for the --
- 18 A. But she resided there. It was one residence.
- 19 Q. But there's two meters. Right?
- 20 A. Which was in both of their names.
- 21 CHAIRMAN BURG: That's all.
- 22 COMMISSIONER SCHOENFELDER: Mr. Gerdes,
23 I'm going to ask some policy questions. If
24 this isn't the right witness, tell me and I'll
25 hold those questions.

1 MR. GERDES: I think you could ask them of
2 the next witness.

3 BY COMMISSIONER SCHOENFELDER:

4 Q. I have one factual question to ask you,
5 Miss De Neui. 125 South Conklin, Apartment
6 No. 5, is the apartment residence. I'm a
7 little confused about the sequence here. Is
8 that the apartment that was disconnected?

9 A. Yes.

10 Q. But now she has electricity. The electricity
11 is turned on, but it's not in her name.

12 A. It is in her name.

13 Q. I thought the electricity was being provided
14 through the rent or something is what she
15 indicated to me.

16 A. No, it is not.

17 Q. And I thought you said you didn't have a screen
18 for her or something. So I'm confused. The
19 apartment she's living in now is what I'm
20 interested in with all the addresses.

21 A. The apartment she is now residing in is in her
22 name.

23 Q. The service is in her name?

24 A. That is correct.

25 Q. Is that bill current? Do you know?

1 A. I believe at this point it is two months due.

2 Q. Two months overdue?

3 A. Yes.

4 COMMISSIONER SCHOENFELDER: That's all I
5 have.

6 BY CHAIRMAN BURG:

7 Q. I have one more that I want to ask on that.

8 Did you restore -- you turned it off for two
9 days, is that correct, at that address?

10 A. At 125 South Conklin, yes.

11 Q. Did you restore that as a result of the
12 complaint that was filed and the policy that
13 follows that?

14 A. Yes.

15 Q. Would it be accurate to say that the reason --
16 this is a follow-up on Commissioner Nelson's
17 questions, that you turned the electricity off
18 at that address, because for all your knowledge
19 nobody lived there?

20 A. That is correct.

21 Q. I mean you had no name connected with that
22 whatever.

23 A. Correct.

24 Q. And all you had was a vacancy. Who would have
25 paid the bill when it was vacant?

- 1 A. No one was paying it. That was the problem.
- 2 Q. So would she be responsible for whatever -- but
3 the power was still on. Right?
- 4 A. Yes.
- 5 Q. So would she have been responsible for whatever
6 was generated between the last tenant and when
7 she took over?
- 8 A. She was responsible from the date she moved
9 in. If it was adequate consumption, it would
10 either be charged to the owner --
- 11 Q. That was my question. Do you have something on
12 your records that shows that goes to the owner
13 when it was vacant?
- 14 A. If there's enough -- a problem, it would be
15 billed to the owner if we can contact the owner
16 and the owner says it's vacant.
- 17 Q. What do you mean by "problem"?
- 18 A. Consumption. If there's enough consumption and
19 the owner says the apartment is vacant, it is
20 the owner's responsibility.
- 21 Q. Isn't there minimal consumption all the time,
22 especially in cooler weather?
- 23 A. I would imagine.
- 24 Q. I'm trying to get at who is paying on that
25 residence where she's at now, who paid it for

- 1 the time when it was vacant? Because what you
2 said indicated to you that somebody was there
3 is increased usage. Correct?
- 4 A. Yes.
- 5 Q. And that you had nobody of record on that -- in
6 that residence.
- 7 A. It was vacant, yes.
- 8 Q. What I'm getting at is what do you do with the
9 kilowatts that were generated from the time the
10 last tenant moved out until she becomes a
11 tenant of record?
- 12 A. It depends on when the tenant moved in, if
13 they're responsible for all that. We have
14 meter readings every month.
- 15 Q. I understand that. I'm trying to get who is
16 responsible until she was?
- 17 A. No one was.
- 18 Q. So you give that electricity away?
- 19 A. If it's less than 200 kilowatts.
- 20 Q. If it's less than 200 kilowatts, you don't
21 charge anybody?
- 22 A. Or bill the owner if it automatically goes to
23 the owner.
- 24 Q. Did you bill the owner in that case?
- 25 A. I would have to go back and look. I don't

1 know.

2 Q. If it was less than 200 kilowatts and you did
3 not have a policy with the owner, rather than
4 shut it off when it's vacant, you just absorb
5 that. Is that correct?

6 A. Parts of it, yes.

7 BY MS. WIEST:

8 Q. Do you know is there a landlord letter for 125
9 South Conklin saying the landlord is
10 responsible when the apartment is vacant?

11 A. No, not to my knowledge.

12 Q. And the yellow card you're saying is not a
13 disconnection notice. So in this case --

14 A. The yellow card was a disconnection notice.

15 Q. And so it has the Public Utilities Commission's
16 name on it and how to get a hold of them?

17 A. That is correct.

18 Q. Do you have a copy of that disconnection
19 notice?

20 A. Not with me, I do not.

21 Q. Can you get a copy of that?

22 A. I can get a copy.

23 MS. WIEST: Any other questions of this
24 witness?

25 COMMISSIONER NELSON: I have one.

1 BY COMMISSIONER NELSON:

2 Q. The notice that she said she saw, the yellow
3 one, she said, I think, unless I'm confused,
4 she found it on the door, stuck in between the
5 door of the beauty salon versus the apartment
6 which you were really trying to talk to her
7 about. Right?

8 A. It was put in the door of the shop.

9 Q. Right. You said you couldn't transfer bills
10 from residential to commercial, so why would
11 you put a note on a piece of commercial
12 property which really had nothing to do with
13 the bill that was owed on the residential
14 property?

15 A. It was just put in that door.

16 Q. We don't have any reason for that? We just
17 decide to do those things? Do we have a policy
18 that does that? Is it the policy that you put
19 the note wherever you think somebody might see
20 them?

21 A. No.

22 Q. Whether they're appropriately placed or
23 inappropriately placed?

24 A. No.

25 Q. Is there some connection? I mean how do you

1 know where you are supposed to put the note?
2 Why did you put it on the beauty shop if it had
3 nothing to do with the residential?

4 A. Because Angelia Qualls or Brittingham stated
5 she resided at the beauty shop sometimes.

6 Q. Okay. That makes sense. Thank you.

7 CROSS-EXAMINATION BY MS. QUALLS:

8 Q. If I talked with you on the 8th and you left
9 the note in the door, or it was actually in the
10 mailbox at the salon, because I had a mailbox
11 put on the outside. If I told you that I
12 resided in there sometimes, wouldn't you have
13 to hear from me before you actually left the
14 note? You left the note before I told you that
15 I resided in the salon sometimes.

16 A. The note was left on a Friday in that door,
17 which was probably December 5. You were
18 disconnected on the 8th, which was a Monday.

19 Q. Okay. Did I talk with you on December 5?

20 A. No. The first conversation I have was on the
21 8th after the power was disconnected.

22 Q. So the first time we talked was December 8,
23 after the power was disconnected?

24 A. That is correct.

25 COMMISSIONER NELSON: So I don't jump to

1 the wrong conclusion, I think I heard you say
2 the note got left on the door after she talked
3 to you, so there was really no way you knew she
4 resided at that beauty shop. So that must not
5 have been the reason you left it on the beauty
6 shop.

7 A. Because of the conversations. There's been
8 previous conversations regarding this account.

9 Q. Isn't it true I had no reason to call up unless
10 a note was left at the beauty salon? Otherwise
11 I wouldn't have any reason to call you.

12 A. I think there were several reasons. You
13 resided there with no application for service
14 at 125 South Conklin, Apartment 5.

15 MS. WIEST: Any other questions?

16 MS. QUALLS: I'm trying to find out how
17 she left a note at the beauty salon for me
18 without knowing I actually was there, or after
19 the fact.

20 MS. WIEST: Mr. Gerdes?

21 REDIRECT EXAMINATION BY MR. GERDES:

22 Q. Would you please look at Page 8 of Exhibit 3,
23 please?

24 A. Okay.

25 Q. That's the screen from December 8, 1997. Is

1 that correct?

2 A. Yes. December 8, 1997.

3 Q. If I'm reading that screen correctly, it talks
4 about three different people, including Angelia
5 Brittingham, Dwayne Brittingham, and Jill Gale,
6 owing \$1,514.69 from various accounts, and then
7 they're listed. Is that correct?

8 A. Yes.

9 Q. Did I understand your testimony to be correct
10 that it was your assumption that the three of
11 them had lived together, and that's why it
12 ended up this way at this point in time?

13 A. Yes.

14 Q. Then after you had talked to Angelia Qualls and
15 after Mr. Brittingham had called you and
16 clarified the situation, that's when the prior
17 accounts were dropped off, and it was only the
18 1808 and 1808 1/2 South Hawthorne Avenue
19 addresses that were sought to be collected from
20 Angelia. Is that correct?

21 A. Yes.

22 Q. Now, this yellow card that was put in the door
23 at the beauty shop, do I understand that that
24 also is in an envelope, and the envelope was
25 addressed to the apartment?

1 A. Yes.

2 Q. In other words, even though it was stuck in the
3 door at the beauty shop, the address was to the
4 apartment?

5 A. That is correct.

6 Q. You apparently at that time had some reason to
7 believe Angelia Qualls or Angelia Brittingham
8 was living in the apartment, even though you
9 left the notice at the beauty shop. Is that
10 correct?

11 A. Yes.

12 Q. One reason would be was because she was already
13 a customer of yours at the beauty shop. Would
14 that be correct?

15 A. Yes.

16 MR. GERDES: Thank you. That's all I
17 have.

18 MS. WIEST: Any other questions of this
19 witness?

20 MS. QUALLS: Yes.

21 RE-CROSS-EXAMINATION BY MS. QUALLS:

22 Q. Why wasn't the note left at 125, Apartment 5,
23 in that mailbox?

24 A. I'm not sure. It was put in that door because
25 there was someone that -- you would see it

1 then.

2 Q. Angelia Qualls would see something for the
3 residence?

4 A. At the beauty shop.

5 Q. But were you aware of who was living in
6 Apartment 5 at that time?

7 A. Pretty certain it was probably you, yes.

8 Q. And not Jill Gale?

9 A. That's correct. Did not know for sure who all
10 resided there.

11 Q. Can you say, looking in the door at that
12 apartment, could you see inside of the
13 apartment?

14 A. Not at all.

15 MS. QUALLS: That's all.

16 MS. WIEST: Any other questions? Thank
17 you.

18 (Witness excused).

19 MR. GERDES: Call Marilyn Heideman to the
20 stand, please.

21 MARILYN HEIDEMAN,
22 called as a witness, being first duly sworn,
23 testified as follows:

24 DIRECT EXAMINATION BY MR. GERDES:

25 Q. Would you state your name, please?

- 1 A. My name is Marilyn Heideman.
- 2 Q. What is your occupation?
- 3 A. I supervise general accounting and customer
4 service at Northern States Power.
- 5 Q. Would a part of your responsibility include the
6 material we've talked about here today?
- 7 A. Yes.
- 8 Q. First of all, tell us, please, what measures
9 would be taken to collect this bill from Dwayne
10 Brittingham in the usual course of events at
11 NSP.
- 12 A. In the situation as exists now, if he were to
13 come --
- 14 Q. He didn't pay the bill. So what happens?
- 15 A. NSP would do follow-up efforts trying to locate
16 him. If we were unsuccessful, then a
17 collection agency would take over and pursue it
18 for us.
- 19 Q. So there is, if I'm understanding you
20 correctly, there's an ongoing effort to collect
21 this bill from Dwayne Brittingham, as well as
22 from Angelia Qualls.
- 23 A. Right, as long as it remains unpaid.
- 24 Q. Would you please tell the Commission what NSP's
25 policy is with respect to indebted households?

1 A. When customers call for service, we do ask if
2 there are other adults living there, and we
3 take that information if it's given. If the
4 parties move or leave an unpaid debt, we pursue
5 either party or both parties or as many parties
6 that may be involved.

7 In some cases we may find one of the
8 parties does apply for service at Northern
9 States Power, and we will hold that party
10 responsible for the bill, if that's the party
11 we're able to locate, because they were a user
12 of the power.

13 Q. Why is it important to NSP to collect for the
14 use of power from responsible parties?

15 A. We feel it's fair to the rest of our customers
16 that the people who used the power are those
17 that pay for it, because any unpaid bills will
18 end up being the responsibility of our other
19 rate payers, as well.

20 Q. Is having a situation involving roommates in
21 either a house or apartment, is that something
22 fairly common?

23 A. Yes.

24 Q. Tell me about the roommate situation. Let's
25 say there are four men or four women living in

1 an apartment. What is the usual procedure?
2 Let's say I have three roommates, and I call in
3 and want to hook up with power at an
4 apartment. I ask to hook up the power. Then
5 what happens?

6 A. We would ask you if there are other adults
7 living there with you. If you gave us the
8 names of four, we're able to show two on the
9 bill, and we can put additional customers to
10 include the other two. We would hold all four
11 roommates responsible for that bill, even
12 though only two appear on the bill, or you may
13 have been the one who called.

14 Q. Now, there was a question asked by I believe
15 Commissioner Nelson concerning the form -- let
16 me back up.

17 You heard Miss Qualls testify that in July
18 of 1997 she saw a bill that listed her as the
19 responsible party under the name of Angelia
20 Brittingham, I believe. Did you hear that
21 testimony?

22 A. Yes, I did.

23 Q. And given the fact that it has been testified
24 to that Dwayne Brittingham did, in fact, list
25 her as responsible, would it be usual for the

1 bill to come in that form, that is, with both
2 names on it?

3 A. Yes.

4 Q. Can you tell the Commission, relevant to
5 Commissioner Nelson's question, what the form
6 of the bill would have been, what it would have
7 looked like?

8 A. It would have been Dwayne Brittingham's name
9 listed first, I believe, and it would have had
10 the other name listed second, which we would
11 have had as Angelia Brittingham on the second
12 line. It would have been the address of 1808
13 South Hawthorne.

14 Q. Is it possible to recreate that July billing
15 now, as you sit here?

16 A. Not that particular bill. I know she indicated
17 could it be possible to look at another
18 customer's bill. That would be. Our computers
19 only have so much capacity and able to pick up
20 that much history. We're not able to get that
21 exact reproduction of that bill.

22 Q. So we could provide a similar format, but we
23 couldn't put the exact information on the
24 billing that Angelia Brittingham -- excuse me,
25 Angelia Qualls would have seen back in July of

1 1997. Would that be correct?

2 A. That's correct.

3 MR. GERDES: Your Honor, have we offered
4 the Answer yet?

5 MS. WIEST: No.

6 MR. GERDES: I would offer that at this
7 time.

8 MS. WIEST: Any objection?

9 MR. HOSECK: No objection.

10 MS. WIEST: Received.

11 MR. GERDES: Exhibit 3 has been received?

12 MS. WIEST: Yes.

13 MR. GERDES: No further questions.

14 MS. WIEST: Miss Qualls, any questions of
15 this witness?

16 CROSS-EXAMINATION BY MS. QUALLS:

17 Q. Just one. On Page 8 of Exhibit 3 it lists that
18 Brittingham and Dwayne Brittingham and Jill
19 Gale owe \$1,514.69 for various accounts. You
20 list the addresses of those. You have said
21 that -- can you tell me where you received this
22 information from? Did your computer output
23 this information?

24 A. I'm not sure if this situation, how this
25 information was arrived at. Actually up a

1 couple lines where it starts on "Description,"
2 that is actually the beginning of that
3 notation. It kind of continues into the little
4 box. I'm not sure how we were given the
5 information or were aware of this as a
6 possibility.

7 Q. Also around December 8 I received some
8 information, I believe it was from Leni Healy.
9 It looked similar to this, but the names were
10 different. It would say Dwayne Brittingham and
11 Jill Gale on some of the sheets, but on these
12 sheets it appears as though they've been
13 changed. Can you tell me if that is so, if
14 these are the original copies that were sent
15 out to me?

16 A. I'm not sure what was sent out to you. There
17 could have been the possibility if there was
18 Dwayne Brittingham's name and Jill Gale's, it
19 would actually go to a different address.

20 Q. It was pretty much the same. It was for 1808
21 and 1808 1/2. Also underneath Dwayne's name it
22 said Angelia Brittingham, as well.

23 A. I would have to see those forms. I'm not
24 familiar with them, and I don't have a copy of
25 what was sent to Leni.

1 BY COMMISSIONER NELSON:

2 Q. When people come down and apply to get like
3 electric service and you ask the question
4 about, "Are there any other adults in the
5 household that are 18 years old," is that sort
6 of what you ask them?

7 A. Right. They actually apply by phone, rather
8 than walking into our office. We do ask if
9 there are any adults living in the home that
10 would be responsible for the bill.

11 Q. That's how you word the bill, "Are there any
12 other adults in the house that will be
13 responsible for the bill," or do you ask, "Are
14 there any others living in the house that are
15 18 years or older?"

16 A. I've heard it asked in different formats. I'm
17 not sure I've heard them ask if they're 18
18 years or older.

19 Q. Do you do this consistently every time?

20 A. Supposed to be.

21 Q. So what are they supposed to say?

22 A. The customer?

23 Q. No, your sales rep when you apply for the bill
24 or the service.

25 A. Actually that contact is made by our Fargo

1 office, but it is, "Are there any other adults
2 residing in the home?"

3 Q. "Any other adults residing in the home."
4 There's no mention of the fact that if you give
5 the people these names, that they're now being
6 held responsible, financially responsible for
7 this bill?

8 A. If the customer asks, they're told that.

9 Q. But you don't volunteer that information by
10 policy. Right?

11 A. That's correct.

12 Q. Do you consider then the other people, since
13 they're financially responsible, a party to the
14 contract?

15 MR. GERDES: Object as calling for a legal
16 conclusion.

17 MS. WIEST: What was the question?

18 COMMISSIONER NELSON: I want to know when
19 these people apply and they ask them the
20 question, not telling them anything about being
21 financially responsible, if they consider these
22 people are now engaging or a part of the
23 contract for services for this company?

24 MS. WIEST: That would probably call for a
25 legal conclusion.

1 Q. Let's try another way. Say I'm in a college
2 situation and I have four or five roommates in
3 my apartment. One guy goes down or calls up
4 and says he wants service. He could give you
5 any number of names. Say he gives you four.

6 Is there any way all the four people who
7 have now been reported to be living in that
8 residence, that you really know those four
9 people are living in that residence, or that
10 they agreed to be a party to living in this
11 residence?

12 A. I guess we can never be a hundred percent sure
13 of what we're getting over the phone. We have
14 to trust, because the alternatives we would
15 have would involve each of these people having
16 to come to the house and bring proof of ID and
17 all that information. That would be an
18 inconvenience to the customer, as well as a
19 cost to ourselves, that would be passed on to
20 the customer.

21 Q. How would it be a cost to you?

22 A. The amount of time it would take would be -- it
23 would take more employees. This would take
24 more time to sign up each person who applies
25 for service. It would increase costs in that

1 way.

2 Q. But if you can only put two people's names on a
3 bill, how do the rest of the people know they
4 are listed as responsible parties?

5 A. I would assume they should know if they are
6 using the power, that they should be considered
7 responsible and understand that.

8 Q. Are you saying to me you believe most people in
9 South Dakota are familiar with the indebted
10 household law?

11 A. No, I'm not saying that. I'm not sure that
12 many people would be.

13 Q. Wouldn't that be the law you would be citing to
14 use if you thought these people could be held
15 financially responsible? Is that not the basis
16 for holding these people responsible
17 financially?

18 A. Yes, as users of the power, that would be the
19 law.

20 Q. Do you believe most people are aware of it?

21 A. Probably not.

22 COMMISSIONER NELSON: Thank you.

23 MS. WIEST: Did Miss Qualls have any other
24 questions?

25 MS. QUALLS: Not at this time.

1 MS. WIEST: Do you want to wait until
2 after staff?

3 MR. HOSECK: Staff has no questions.

4 BY CHAIRMAN BURG:

5 Q. Just to follow up on that one then. Yes, if
6 somebody calls in, they could put anybody's
7 name on that they felt like, and you would add
8 that name to it. If you tried to collect from
9 that person, if they could prove they were not
10 there, then you put the responsibility of them
11 to prove they were not there, not responsible?

12 A. Yes. They can provide us information from a
13 landlord, and we've done follow-ups with the
14 landlord, as well, to find out who they would
15 have had as people residing at a residence.

16 Q. I do have a problem with them having the
17 responsibility. At the same time that is the
18 criteria used, and that is what you used with
19 Miss Qualls to not hold her responsible for the
20 other residences. Is that correct?

21 A. Yes, I believe that was.

22 BY COMMISSIONER SCHOENFELDER:

23 Q. I have a couple. First of all, I believe Miss
24 Qualls indicated that NSP's policy is to ask
25 for a social security number before you put

1 power in someone's name. Is that true?

2 A. We ask for it, but we can't deny power if they
3 refuse to give it to us.

4 Q. Thank you. I want to know if NSP, as you make
5 policy concerning all this type of thing and
6 the indebted household rule, and I don't know
7 how much influence you have on policy, but you
8 indicated that if I were to call for a service
9 in Sioux Falls, that I would be talking to
10 someone in Fargo. Is that right?

11 A. Yes.

12 Q. If I would request power, and in this instance
13 I don't think the facts dispute it, that
14 Mr. Brittingham actually put it in Miss Qualls'
15 rame without her permission. I don't think
16 anyone has disputed that.

17 Is there any way you can make policy
18 within your company that will help check on
19 those kind of situations, knowing that in this
20 day and age when people use the phone to do all
21 sorts of wonderful things, that perhaps there
22 should be a fail-safe there some way, a
23 double-check, something like that? Has your
24 company ever considered that kind of a policy?

25 I guess I would like to also want to know

1 if you've ever -- if this is really -- if you
2 have a lot of occurrences like this, and if
3 you've done any studies or follow-up to find
4 out how much this does cost the company when
5 this kind of situation happens. I know that's
6 a lot in one breath. I'm sorry to ask it all
7 at once.

8 A. It does come up from time to time. I'm not
9 sure how often. One of the reasons we do it is
10 the more information we have when someone moves
11 into an address, the better we are to collect
12 on that account if it remains unpaid, as far as
13 the more names we have available if they're
14 using the power.

15 If we're providing a service, we would
16 expect or hope we're to be paid for that
17 service, as well. I don't very often see a
18 fraudulent -- we haven't run into a lot of
19 that, where people have -- in this situation he
20 did give a name that was an incorrect name, but
21 she was a user of the power. So whether her
22 name was on the bill or not, we would still
23 hold a customer responsible if we knew from a
24 landlord they were living there and using the
25 power.

1 Q. Can I follow up on that a little bit? I know
2 what might happen in South Dakota NSP. Is
3 there any kind of system-wide or NSP policy
4 about actually something I would consider to be
5 totally fraudulent or pranksterish, and do you
6 have any way to check that? It seems there
7 should be a way to -- we all want the
8 convenience to be able to call up and order
9 power in our name, especially when we're moving
10 because it's a stressful time. We also need
11 the security, and so does the company, that
12 this power is in the right person's name.

13 I'd like to know what kind of internal
14 policies you have about that, and if you've
15 ever thought about changing a policy when it
16 comes to those kinds of issues.

17 A. I don't have an answer for your question. As
18 far as whether we've talked about or not, a lot
19 of our policies are made at corporate level,
20 rather than in a local situation. I'm not sure
21 there has been a discussion on that.

22 Q. Do you know if, and this is probably stretching
23 it, but system-wide if in the Minneapolis area
24 you don't have more of these occurrences than
25 you do in the Sioux Falls area? I'm not using

- 1 one against the other. I'm just using those as
2 examples.
- 3 A. I'm not aware. I don't know.
- 4 BY MS. WIEST:
- 5 Q. At the 125 Conklin address, when someone moved
6 out, apparently was it put back in the
7 landlord's name?
- 8 A. I don't believe so. I believe it was what we
9 call an inactive account. It was in no one's
10 name for a period of time. We discovered there
11 was sufficient usage on the meter. That's when
12 we started believing there must be someone
13 living there to use that much power.
- 14 Q. So it's an inactive account, but do you not
15 disconnect?
- 16 A. Correct. We have these flags in our system
17 that tells us when there is so much usage, we
18 have to find out who is living there, because
19 it's probably more than just the lights on so
20 the landlord can show the apartment. We leave
21 it on as a convenience for that situation,
22 cleaning, painting. Most landlords prefer it
23 be left on and take responsibility.
- 24 Q. So if any usage is used, no one pays for it
25 until somebody else moves in?

1 A. When we start seeing a substantial amount of
2 usage, we start doing the investigation and
3 find out from the landlord, if we have the
4 landlord's name on the property, who is living
5 there and who is responsible.

6 Or we can call to the office here and get
7 some information from the assessor's office who
8 is the owner of the property.

9 Or we send out the occupant card that is
10 addressed to occupant, asking them to provide
11 the information who is living at that address
12 for the electricity.

13 Then when we find out when the customer
14 moves in, we hold that customer responsible
15 from that day on.

16 Q. No one is responsible for the --

17 A. It depends on the amount of it. In some cases
18 the landlord is billed for that. In other
19 cases it's an insufficient amount. We write it
20 off.

21 Q. So technically an inactive account would be in
22 the landlord's name?

23 A. It's not really in anybody's name. But if we
24 found there was a party to bill and there was
25 no one person living there, it would be the

1 landlord's responsibility.

2 There are some situations are set up
3 called revert to owner, where they've made an
4 agreement they will automatically take that
5 responsibility when a customer moves out. Not
6 all landlords agree to that.

7 Q. So if somebody moved in for a month, had usage,
8 and moved out, and you couldn't get a hold of
9 them or didn't know who it was, you would
10 charge the landlord?

11 A. No. We could get information from the
12 landlord.

13 Q. If that person is gone, you would never charge
14 the landlord for that amount?

15 A. No. If he could tell us who lived there, we
16 would pursue that party. If the landlord said
17 there was a party living there using that
18 power, we would do our best to locate that
19 person.

20 Q. You would never go after the landlord, even
21 though you couldn't find the other person?

22 A. Right.

23 Q. The yellow card is the disconnection notice?

24 A. It's called an intent to disconnect. It is
25 their notice their power will be disconnected

1 if we haven't heard from them by the next day.
2 It's not a nonpay disconnect. It's only the
3 intent to disconnect in the situation where we
4 haven't had an application for service.

5 Q. You would have a copy of that?

6 A. Not with me, but we can get one.

7 MR. GERDES: We'll supplement the record.

8 MS. WIEST: Any other questions?

9 MR. GERDES: I have a couple.

10 BY COMMISSIONER NELSON:

11 Q. I have one. Is all the communication about
12 like the customer's arrearage in payments for
13 their services and disconnection and all that,
14 is any of that done where there's any receipt
15 requested from the customer so that we know --
16 I mean if we drop the letter in the mail, do we
17 know they may or may not get it? What if
18 they're not in town? What if they're on a
19 trip? Do we do any kind of certified letter or
20 receipt requested or anything, or did we just
21 mail these out direct mail, and we hope people
22 get them?

23 A. Intent to disconnects for nonpay?

24 Q. Whatever you are disconnecting them for.

25 A. When we mail something out of our office, we

1 have registered mail or something like that,
2 when we mail out of our local offices for
3 disconnects, intent to disconnect.

4 Q. Then why was hers on the door?

5 A. Hers was not for nonpay. It was for not
6 applying for service.

7 MR. GERDES: They don't know who to
8 address it to. It's just "occupant."

9 A. Someone was using power and we didn't have a
10 name to bill.

11 Q. That's why you put the yellow card there?

12 A. Intent to disconnect.

13 Q. What would have happened if you shut off the
14 power and she didn't find the note or get the
15 note or whatever? You are saying the
16 disconnect notices are always certified or
17 registered?

18 A. The ones we mail out of our office, these are
19 for nonpayment. Mailed out of the Minneapolis
20 office, I'm not sure if they are. That's for
21 not paying your bill. You get a first notice,
22 and then a disconnect for not paying. I can't
23 speak for those. Anything mailed out of our
24 office, we register it.

25 Q. I need to know what kinds of things are mailed

1 out of which office? How many offices are
2 there? One in Minneapolis? One in North
3 Dakota, and one in Sioux Falls?

4 A. We have Wisconsin.

5 Q. What is mailed out of the Sioux Falls office?

6 A. We were doing some local skip tracing, trying
7 to identify where a customer may have gone to.
8 All of our billing is done in monthly cycle
9 billing, and that includes any disconnect
10 notices, is done from our corporate office in
11 Minneapolis.

12 Q. So nothing out of Sioux Falls is ever sent like
13 with the registered receipt stuff?

14 A. If we send something about disconnect in
15 Sioux Falls, I think it's called registered
16 mail.

17 Q. It could be certified or registered. What is
18 the policy? I mean what stuff is sent
19 certified and what is sent registered? What
20 stuff do you send registered mail, and what
21 stuff don't you send registered mail?

22 A. We send very, very little out of our office,
23 but we only have a few pieces a day. Anything
24 sent out of our office in Sioux Falls that
25 we're indicating we could disconnect a

1 customer.

2 Q. I'm not asking the right question, because I'm
3 not getting the answer I want. I want to know
4 exactly what kind of customer communications
5 you are sending by registered mail. I don't
6 care if they're coming out of the Sioux Falls
7 office or North Dakota office or Minneapolis
8 office. What kind of communications do you
9 send by registered mail?

10 A. It would be credit-related, intent to
11 disconnect.

12 Q. That's always sent by registered mail?

13 A. If we mail it out of Sioux Falls.

14 Q. Well, how do you decide if it goes out of
15 Sioux Falls or if it goes out of North Dakota
16 or Minneapolis?

17 A. These are just additional credit skip tracing
18 things we're doing in the Sioux Falls office.

19 Q. What's a skip tracing?

20 A. Trying to find out where someone may have gone
21 if they haven't paid their bill.

22 Q. Why would you do that by registered mail?

23 A. We aren't. We're getting information. Once we
24 get information and have an address to send it
25 to, then we would send registered.

- 1 Q. So what information out of the Sioux Falls
2 office is sent registered?
- 3 A. An intent to disconnect for nonpay.
- 4 Q. That's the only thing you send. Is that the
5 only -- you're not ever going to get an intent
6 to disconnect piece from North Dakota or
7 Minneapolis, because Sioux Falls does that.
- 8 A. Yes.
- 9 Q. Can I assume that?
- 10 A. Yes.
- 11 Q. So what kind of registered communication are
12 you sending to customers that comes out of
13 North Dakota?
- 14 A. I'm not sure if they are sending any. I'm not
15 sure if they are sending anything to our South
16 Dakota customers.
- 17 Q. Okay.
- 18 A. They are basically taking care of people that
19 are --
- 20 Q. I thought you said when people apply, the call
21 goes to the North Dakota office.
- 22 A. They do. That's just taking address changes
23 and that type of information.
- 24 Q. Is that also request for new service?
- 25 A. Yes.

- 1 Q. So if you are going to be a customer, the stuff
2 all goes to North Dakota. But if you are
3 disconnecting those people, you always do that
4 in Sioux Falls. Right?
- 5 A. Right. We have our local field collector.
6 That is Sally.
- 7 Q. What do you do in Minneapolis? What comes to
8 customers registered from Minneapolis? What
9 kind of communication, if any?
- 10 A. I don't know if anything is sent registered.
11 I'm not sure. They send out the monthly bill
12 to every customer that receives a bill every
13 month. They send out the automatic first
14 notices when that becomes past due. They send
15 out the disconnect notices as they become
16 necessary. How they're mailed, I'm not sure.
- 17 Q. I thought we said -- I thought the disconnect
18 notices were all coming from Sioux Falls if
19 they were Sioux Falls customers.
- 20 A. No. This is follow-up things we might find.
21 We get a list of customers who are behind on
22 their bill, the regular monthly billings and
23 the first notices and the disconnects.
- 24 Q. Is it fair to say that if you are going to shut
25 off my power, that I get something registered

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1 mail so I know and you know that I really got
2 the notice?

3 A. We do keep track if we have any of the monthly
4 bills that are returned to us by the post
5 office. We notate that so we know if there's
6 been a history of mail return. That is one
7 step.

8 Q. In my apartment building stuff could lay down
9 there forever, and nobody would ever return
10 it. That doesn't mean anybody got it. Can I
11 assume, though, that if you're going to shut
12 off my power, that you have somewhere been able
13 to know for a fact that I've been informed and
14 I've been notified, or are you leaving it to
15 chance that I probably saw it?

16 A. Are we assuming -- we know it was mailed out.
17 We never have a guarantee that you received it
18 or opened it.

19 Q. You would if you had a certified letter or
20 registered letter. Right?

21 A. I believe that's how certified works, that you
22 get something back indicating it's been signed
23 for.

24 COMMISSIONER NELSON: Thank you.

25 MS. WIEST: Any other questions?

1 REDIRECT EXAMINATION BY MR. GERDES:

2 Q. I have a couple matters of clarification. Just
3 so we're clear on this, you mentioned -- we had
4 a long discussion about registered letters. In
5 this instance, what we're talking about right
6 here now, we're not talking about a disconnect
7 notice for failure to pay the bill. Is that
8 correct?

9 A. That is correct.

10 Q. We're talking about a disconnect notice that
11 was left at the house because we didn't know
12 for sure who was using the power on that
13 premises. Would that be correct?

14 A. That's correct.

15 Q. Do you draw a distinction between those two
16 instances?

17 A. Yes, there is a difference.

18 Q. Now in the case where there is an unknown user
19 on the premises, and you call those UUs,
20 unknown users. Is that correct?

21 A. Yes.

22 Q. What do you do to find out why that power is
23 being used on that premises? What's the first
24 thing you do?

25 A. Try to find out who the owner of the property

1 is.

2 Q. Let's say it's an apartment. What do you do?

3 A. If it's an apartment building, like one of the
4 big ones, we call the apartment right away.
5 They've got information right there, and they
6 can tell us who that party is.

7 Q. What happened in this instance? Was that done?

8 A. The notations don't indicate, but our regular
9 procedure would be that when that information
10 came up that we had usage on a location and no
11 name on there, that would be the procedure that
12 should have happened, that we would try to find
13 out who the landlord was, contact the
14 landlord. If we get no information, then the
15 card would be sent out.

16 Q. You're going too fast. That's part of the
17 problem. The commissioners aren't picking it
18 up. The first thing to do is contact the
19 landlord and say, "Landlord, who is living on
20 this premises?" Is that correct?

21 A. Yes.

22 Q. What if the landlord doesn't call you back?
23 What if it was an answering machine and the
24 landlord didn't call you back and a couple days
25 passed, which I think is what Sally testified

- 1 to in this instance. What's the next thing to
2 try to find out who is using this power in the
3 apartment?
- 4 A. To send out a little postcard asking for
5 information on name and address.
- 6 Q. That postcard is sent to whom?
- 7 A. Occupant and the address.
- 8 Q. You don't know who is in that apartment. Is
9 that correct?
- 10 A. Yes.
- 11 Q. So what you do is address something in the
12 United States post office, that's a card
13 addressed to occupant at this address, that
14 says if you are there and using power, let us
15 know, because you need to be signed up. Is
16 that correct?
- 17 A. Yes. It indicates a failure to do so could
18 indicate loss of power.
- 19 Q. That's the second thing that's done to try to
20 find out who is on that premises.
- 21 A. Yes.
- 22 Q. Then if I remember correctly, Sally said you
23 wait five days to see if that information comes
24 back. Is that right?
- 25 A. Yes.

- 1 Q. If that information comes back, there's a third
2 thing you do to find out who is using that
3 power. Is that correct?
- 4 A. Yes.
- 5 Q. What is that?
- 6 A. We have the field collector go out and go to
7 the premise, and see if there's a way to find
8 out by going to the premises.
- 9 Q. So Sally goes to the premises and knocks on the
10 door and sees if somebody is there.
- 11 A. Yes.
- 12 Q. In this instance I think she testified she
13 knocked on the door and nobody was there, so
14 she left this yellow card.
- 15 A. Yes.
- 16 Q. The yellow card says basically you've got one
17 day to let us know, or we're going to cut the
18 power off. Is that correct?
- 19 A. Yes.
- 20 Q. So you've tried three times to get a hold of
21 the person on this premises using the power
22 before you cut the power off. Is that correct?
- 23 A. Yes.
- 24 Q. You were asked if you believe most people in
25 South Dakota know about the indebted household

1 law, and I think you said you don't believe
2 most people know about it. Is that correct?

3 A. I said that, yes.

4 Q. But do you believe most people in South Dakota
5 would pay for valuable goods or services they
6 receive?

7 A. Yes.

8 MR. GERDES: That's all I have.

9 MS. WIEST: Any other questions?

10 RE-CROSS-EXAMINATION BY MS. QUALLS:

11 Q. Were you aware, do you know the date which that
12 postcard was sent out to gain information about
13 who was living in the apartment?

14 A. No. I don't have that date.

15 Q. Were you aware that also in the month of
16 November that they were doing renovations, and
17 there were a lot of people going in and out of
18 that apartment using the electricity there, so
19 that's how -- there was a lot of usage going
20 on?

21 A. You indicated they were doing some renovation
22 work in the apartment.

23 Q. So did you ever receive a card back from the
24 landlord or anyone in that apartment?

25 A. No.

1 MS. QUALLS: That's all.

2 MS. WIEST: Any other questions? Thank
3 you.

4 (Witness excused)

5 MS. WIEST: Any other witnesses?

6 MR. GERDES: No.

7 MS. WIEST: Miss Qualls, do you have any
8 rebuttal testimony you would like to give? You
9 can either give rebuttal testimony, meaning you
10 are still under oath. Otherwise you can
11 summarize your position as in a closing
12 statement. Which would you like to do? Either
13 or both of those? I'm sorry, there is a
14 question.

15 CHAIRMAN BURG: I have a question to you
16 to clear something up. You have indicated to
17 me you did not use 1808 1/2. Is that correct?

18 MS. QUALLS: That's correct.

19 CHAIRMAN BURG: You got no benefit out of
20 1808 1/2?

21 MS. QUALLS: I had some storage in 1808
22 1/2.

23 CHAIRMAN BURG: I suppose that could be
24 considered benefit. I wanted to clarify that
25 you stated you did not use 1808 1/2 from what

1 is on Page 9. Page 9, if you look on the
2 screen on Page 9 of Exhibit 3, it says, "Talked
3 to Angelia. She admitted living with Dwayne
4 Brittingham at 1808 and 1808 1/2 South
5 Hawthorne." Do you see that?

6 MS. QUALLS: I see that.

7 CHAIRMAN BURG: Did you admit to them
8 using both these addresses?

9 MS. QUALLS: No, I did not.

10 CHAIRMAN BURG: That's all I have.

11 COMMISSIONER NELSON: I have one question,
12 too. Did I understand it right that at all
13 times that you were sometimes residing at the
14 residence at 1808, that you also still had your
15 apartment for the whole time on South Louise?

16 MS. QUALLS: I had it for the remaining
17 months of March and April.

18 COMMISSIONER NELSON: But not for the
19 rest. Thank you.

20 CHAIRMAN BURG: I have a quick question.
21 Is there anybody from NSP that did the inputs
22 on those screens?

23 SALLY DE NEUI: I did.

24 CHAIRMAN BURG: I wanted to get a response
25 to that question, as well. It indicates on the

1 screen she admitted to having taken service in
2 both of those addresses. She said she didn't.

3 SALLY DE NEUI: As far as NSP was
4 concerned, it was one residence. They were
5 using the whole house. So 1808 and 1808 1/2
6 was one residence.

7 CHAIRMAN BURG: I do have a problem, as
8 long as you are making two screens and two
9 billings and two addresses and two meters, of
10 just automatically lumping them together.

11 SALLY DE NEUI: It originally was set up
12 for a duplex. Mr. Brittingham said he was
13 residing in both places.

14 CHAIRMAN BURG: Okay.

15 MS. WIEST: Any other questions? Do you
16 have any rebuttal testimony, Miss Qualls?

17 MS. QUALLS: No.

18 MS. WIEST: Any closing statement you
19 would like to make?

20 MS. QUALLS: No. I think I've clarified
21 everything.

22 COMMISSIONER NELSON: Can I ask
23 something? Do you think you should be
24 responsible for any of this bill?

25 MS. QUALLS: Since my name was put on

1 there as Angelia Brittingham and I did not make
2 that call, no, I do not feel like I'm
3 responsible for that. I tried to follow the
4 laws. After reading the indebted household
5 rule, I did reside in 1808.

6 Like I said, if I'm responsible and if it
7 means me having electricity and me not having
8 electricity, since there's no one else to get
9 electricity through, then, yes, I'll do
10 whatever it takes for me to keep my electricity
11 on in my salon, which is how I make my profit,
12 as well as my residence.

13 But I don't think it's right. I don't
14 think it's fair. I think when people call in,
15 they should find out the person's social
16 security number or some other action should be
17 taken as far as making sure this person knows
18 they're going to be responsible.

19 I mean if you're going to have a guest at
20 your house, I mean my mother could stay with me
21 for a month, and they could call and ask me if
22 someone else older than 18 years of age will be
23 at that residence for a certain amount of
24 time. Then I don't think just because my
25 mother is visiting me or she may have had an

1 accident or whatever, just because she's there,
2 I don't think she should be held responsible
3 for that.

4 I think the questions they ask should be
5 clarified for that reason.

6 COMMISSIONER NELSON: Thank you.

7 MS. WIEST: Mr. Gerdes, any closing?

8 MR. GERDES: Does the Commission want
9 briefs?

10 MS. WIEST: I don't think so.

11 MR. GERDES: I'd like a few closing
12 remarks. I know the hour is late, so I'll try
13 to keep it short.

14 As we've stated in our brief, there are
15 really three bases upon which we believe
16 Angelia Qualls is responsible for this bill.

17 The bottom line is, if a person receives
18 the beneficial use of a commodity of goods or
19 services in this state, there is an implied
20 contract, and that person should be required to
21 pay for it.

22 The situation of Miss Qualls' mother
23 visiting is clearly distinguishable, because
24 even if she tried to put her on NSP's account,
25 the same kind of inquiry made today would let

1 her mother off the hook. NSP would find out
2 her mother was simply a guest in the house, was
3 not living there as a permanent resident, and
4 she wouldn't be charged the bill, just the same
5 as when NSP first sent the bill, making the
6 assumption all three lived together at other
7 addresses.

8 Once NSP found that out, that bill was
9 reduced. We only then started talking about
10 the bill that related to the actual occupancy
11 of Miss Qualls at this location during the time
12 she actually lived there.

13 That's really what NSP is asking for is to
14 be paid for the beneficial use of this power
15 that she received during the time she was
16 actually there. That's the issue here. That's
17 what NSP is simply asking she make reasonable
18 arrangements to pay that, and certainly her
19 service will continue. The reason this all
20 came up was because she refused to make those
21 arrangements.

22 MS. WIEST: Mr. Hoseck?

23 MR. HOSECK: Thank you, chairman, members
24 of the Commission. On behalf of staff, I put
25 together a very short brief which merely

1 recites some statutory provisions and some case
2 law, and copies of what I deem to be pertinent
3 rules.

4 Let me give you some fast thoughts on
5 this. I don't think the indebted household
6 rule applies here, because if you look at the
7 definition of an indebted household, it's
8 providing -- it's one who is indebted for gas
9 or electric utility service previously provided
10 to the residence for which service is now
11 sought.

12 Service was now sought in this particular
13 case, the thing that brought this to a head, at
14 the 125 South Conklin address. That is not
15 where the service was previously provided. I
16 don't think the indebted household rule applies
17 under that definition, and then its application
18 under the right to refuse service.

19 Then I think this boils down to a question
20 of contract. I think Mr. Gerdes is correct in
21 characterizing the situation as such. I've got
22 the statutory elements of the contract cited on
23 the first part of my brief.

24 It includes for an expressed contract that
25 there be consent of the parties. Angelia

1 Qualls here has not consented to this
2 contract.

3 Consent also is defined as having to be
4 free, mutual and communicated from one party to
5 the other. The facts of this case do not
6 indicate that type of contract was entered, in
7 other words, an expressed contract.

8 So that flips over to the next question,
9 and that is do we have an implied contract?
10 The case I've cited there is a 1996 case, and
11 it seems to be the latest pronouncement by the
12 South Dakota Supreme Court on what an implied
13 contract is. It's basically something gathered
14 from the conduct of the parties.

15 It says in the closing part on the top of
16 the second page of my brief, it talks about if
17 a party voluntarily indulges in conduct
18 reasonably indicating assent, he may be bound,
19 even though his conduct does not truly express
20 the state of his mind.

21 In other words, when Angelia Qualls moved
22 in with Dwayne Brittingham, and I asked this
23 question, if you recall. Was there a
24 motivation in this process to obtain electrical
25 service, or was this something else?

1 I think there is a question of
2 reasonableness here that you'll have to
3 answer. I really question whether a reasonable
4 interpretation of this entire fact setting
5 would impose upon Miss Qualls the obligation to
6 pay for this electricity.

7 A similar situation might exist as we sit
8 here in this room. That if, for instance, NSP
9 was providing the power to this building and
10 the County Commission did not pay this bill,
11 would we, as the users of this building, have
12 an obligation to pay for the power for the term
13 of this hearing? That's the parallel situation
14 we're talking about here.

15 I question whether or not when this
16 situation of cohabitation took place, whether
17 or not electricity was foremost in the
18 considerations of what went on in this
19 particular relationship.

20 For that reason I seriously question
21 whether or not there is any liability on the
22 part of Miss Qualls for the bills to NSP. But
23 at any rate, I've given you some guidelines and
24 some references for you to look at. I think
25 this business of an implied contract carries

1 with it a burden of reasonableness. Thank
2 you.

3 MS. WIEST: Thank you. The Commission
4 will take it under advisement, I assume. The
5 parties will be contacted.

6 (End of proceedings)
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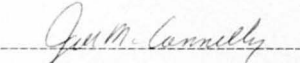
1 STATE OF SOUTH DAKOTA)
2 :SS CERTIFICATE
3 COUNTY OF MINNEHAHA)
4
5
6

7 I, Jill M. Connelly, Court Reporter
8 and Notary Public within and for the State of
9 South Dakota:

10 DO HEREBY CERTIFY that I took the
11 proceedings of the foregoing hearing, and the
12 foregoing pages 1 - 119, inclusive, are a true
13 and correct transcript of my stenotype notes.

14 I FURTHER CERTIFY that I am not an
15 attorney for, nor related to the parties to
16 this action, and that I am in no way interested
17 in the outcome of this action.

18 In testimony whereof, I have hereto set my
19 hand and official seal this 17th day of April,
20 1998.
21

22 
23 _____
24 Jill M. Connelly, Notary Public
25

EL97-023

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

DEC 18 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

COMPLAINT

Complainant(s): (The party filing the complaint)		Respondent(s): (The person or Company complained against)	
Name	Angela Charles	Contact Person	
Address	125 S. CHARLES ST.	Company	NSP
City, State, Zip	SIOUX FALLS, SD 57103	Address	
Work Phone	605-332-5582	City, State, Zip	
Home Phone		Work Phone	
Cellular Phone	940-9134	Cellular Phone	
Fax		Fax	

If the Complainant is represented by an attorney, please list the attorney's name, address, telephone number and fax number below:
If Complainant is not represented by an attorney, please leave blank:

The facts giving rise to my complaint:

In the 1995 I moved to Sioux Falls, SD from Rapid City, SD. Me and My husband Danny Charles resided at 1000 S. Louise #106 until April 1997. At that time we were going through a divorce. I decided to open a Sales in Sioux Falls. Since this venture would be a financial burden Danny Birmingham suggested to delay costs until the sales could support me and itself. I moved in with him in May. We had been dating for two months. During that time he proposed to me. So in order to show he was serious he started putting Danny Birmingham added to bills and such. He never added my name to the rental agreement because I was never asked to pay anything. I moved from there in Sept. with my new apartment. Three days ago I received a Notice from NSP stating that I owed \$1500.00 for previous balances owed at old apartment's house etc. For Danny Birmingham still could and Angela Birmingham. I spoke with Sally and learned that the Utility Commission and asked them what to do. Danny Birmingham called Sally and informed her that he was responsible and would rectify the situation.

NOTE: Please attach additional pages, if necessary, to explain your situation. Also enclose copies of any bills or which may pertain to your complaint.

EXHIBIT

1

RESOLUTION REQUEST

I ask that the Public Utilities Commission grant the following relief. (What do you think the Commission should do to solve this problem?)

I would like my electricity restored while the complaint is being processed.

NOTE: Please attach any additional pages, if necessary.

Addresses:
1215 - April 1997 1000 S. Louise #106
Sioux Falls, SD 57103
Danny & Angela Charles
May 75 - Oct 75
1212 E 10th St
Rapid City, SD
4-20 E. Menard
Rapid City, SD

VERIFICATION

Signature must be witnessed by a notary public.

Complainant's Signature Angela Charles Date 12/18/1997

State of South Dakota

County in Minnehaha SS

On this 18th day of December, 1997, before me personally came and appeared Angela Charles known to me to be the individual described herein and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary Sue
Signature of Notary Public

(SEAL)

My commission expires:

Feb 7, 2000



Northern States Power Company
South Dakota

RECEIVED

JAN 27 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Jim Wilcox, Manager,
Community & Government Relations
500 West Russell Street
P.O. Box 988
Sioux Falls, SD 57101-0988
Telephone (605) 339-8350 fax 339-8204
email wjcj01@nspco.com

January 26, 1998

Mr. William Bullard, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: EL97-023 Answer to order of the complaint filed by Angelia Qualls, SF, SD
regarding previous account balances.

Dear Mr. Bullard

On March 28, 1997 a Duane Brittingham contacted NSP to establish service at 1808 S. Hawthorne Avenue and 1808 1/2 S. Hawthorne Avenue in Sioux Falls, SD. Mr. Brittingham indicated that the service should become retroactive to March 22, 1997 and that a Angelia Brittingham should also be listed as a responsible party.

Enclosed please find exhibit 1 which displays a copy of a computer screen where a NSP phone agent may enter the name of additional customers at an address. This exhibit shows that Mr. Duane Brittingham indicated an Angelia Brittingham should also be listed as a responsible party to 1808 S. Hawthorne Avenue effective as of March 22, 1997. Exhibit 2 displays the same information for 1808 1/2 S. Hawthorne Avenue.

Exhibits 3 and 4 display related NSP computer reports that provide a permanent record of the entry made on exhibits 1 and 2. Exhibit 3 shows that a Mr. Duane Brittingham called in to establish service on March 28, 1997. Exhibit 4 that Mr. Duane Brittingham also provided the name of Angelia Brittingham as an additional responsible adult at that time. Exhibits 3 and 4 represent "permanent" records that once entered by a NSP phone agent, cannot be altered within the NSP computer system. That is, no one can come back at a later date and enter this information with some earlier date. These items of information are "locked" into the computer system as permanent records of the transaction on a particular date.

Exhibits 5 and 6 are similar reports for 1808 1/2 S. Hawthorne Avenue in Sioux Falls.



Exhibit 7 displays the usage, billing and payment history for Mr. Duane Brittingham and Angelia Qualls (aka Angelia Brittingham) at 1808 S. Hawthorne Av. and 1808 1/2 S. Hawthorne Av. in Sioux Falls for the period of time from March 22, 1997 to October 10, 1997. NSP understands that both parties had vacated these two addresses by October 10, 1997 closing out the usage owed by them at 1808 S. Hawthorne and 1808 1/2 S. Hawthorne Av. in Sioux Falls.

On December 5, 1997 a NSP computer program indicated unknown usage of electricity at 125 S. Conklin Av. #5 in Sioux Falls. An investigation discovered a Angelia Qualls living at this address. Ms. Qualls indicated that she had been at this address since November 10, 1997. On Dec 8, 1997 an NSP investigation discovered the connection of Ms. Angelia Qualls to 1808 S. Hawthorne and 1808 1/2 S. Hawthorne and NSP refused service to Ms. Angelia Qualls at 125 S. Conklin Av. #5. NSP reconnected 125 S. Conklin Av. #5 pending resolution of this complaint.

Ms. Qualls admits living at 1808 S. Hawthorne Avenue and 1808 1/2 S. Hawthorne Avenue in Sioux Falls. Based on NSP records, NSP believes that Ms. Angelia Qualls (A.K.A. Angelia Brittingham) was present at 1808 S. Hawthorne Avenue and 1808 1/2 S. Hawthorne Avenue in Sioux Falls for most of the period of time from March 22, 1997 to October 10, 1997. Further, NSP believes that Ms. Qualls was a beneficial party to the services NSP provided and that Ms. Qualls was also a responsible party to the service provided to 1808 S. Hawthorne Avenue and 1808 1/2 S. Hawthorne Avenue in Sioux Falls.

Once NSP determined that Angelia Qualls was, in fact, the same person as Angelia Brittingham, NSP acted to refuse service to Ms. Qualls at 125 S. Conklin Av. #5 in Sioux Falls. That refusal was based on ARSD 20 10 20.01(1) An applicant is indebted to the same utility for past bills incurred and refuses to liquidate the debt for the same class of service.

The definition of ARSD 20 10 15.01(12) "Household" is a group of people who live together. Ms. Qualls acknowledges residing at 1808 S. Hawthorne Avenue and 1808 1/2 S. Hawthorne Avenue in Sioux Falls with Mr. Duane Brittingham for most of the period of time between March 22, 1997 and October 10, 1997. NSP believes that this constitutes a group of people who live together.

The definition of ARSD 20 10 15.01(13) "Indebted household," a group of people living together among whom there is one who is indebted to a gas or electric utility for service provided previously to the residence for which service is now sought. NSP believes the intent of this rule is to prevent the circumstance whereby service is provided to one party of a household at a particular address and when credit expires for the group of people in that household, they move to a new address and establish service under the name of one of the other people in the group.

That is the basis for NSP's practice of querying customers for the name of additional responsible adults when they establish service. NSP does this with the hope of knowing the names of all of the responsible adults in the group. If the circumstance ever arises where the group becomes indebted to NSP and one of the additional responsible adults seeks to establish service at another address, NSP will be clued into the possibility that a group of people are "name switching" and attempting to evade payment for the other address.

Finally, NSP believes that the intent of SDCL 49-34A-3 "Unreasonable preferences and prejudices prohibited," is to require NSP to seek payment for services rendered. That to ignore pursuit of payment for services would be an unreasonable preference toward that customer, and would in fact prejudice the remaining customers who will have to, in effect, make the payment for the customer who was able to evade payment.

NSP believes it is reasonable to seek out information about who all the responsible adults are at an address when they establish service - in order to prevent "name switching" and to prevent other efforts to evade payment.

NSP respectfully requests that the complaint be dismissed.

If anyone has any questions, please call me at 339-8350

Sincerely,



Jim Wilcox

c. Mike Hanson
Angelia Qualls

Exhibit 1

File Options Help

Process
Reset
Print
Close

Name: DUANE BRITTINGHAM Date Account Opened: 8/27/97

Additional Customers

	Customer Name	On Bill	Effective Date	Termination Date
Action	ANGELA BRITTINGHAM	☒	8/27/97	1/1

ON: BRITTINGHAM

Add Modify Delete

Process Cancel

01/20/98 10:51:20

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Exhibit 2

Account 11/23/97/01 - Monitor 11/23/97/01

File Options Help	
Process	
Reset	
Print	
Close	

Name: DUANE BRITTINGHAM Date Account Opened: 8/22/97

Additional Customers

Customer Name	Name Search	On Bill	Effective Date	Termination Date
Action	ANGELA BRITTINGHAM	☒	8/22/97	/ /

ANGELA BRITTINGHAM

Add Modify Delete

Process Cancel

01/20/98 10:50:48

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Exhibit 3

File Options Help

Print
Close

Contact Information

Customer ID: 267380238

Search Criteria:
☒ Bill Account Only
☐ Customer

Bill Account No: 8947819568

Contact Type:

Date	Type	Src	Account	User ID	Description	Media	Stat	Rank
06/21/97	CR	SG	8947819568		NPSO TRIGGER GENERATED	02	Y	
08/21/97	CR	SG	8947819568		DISCONNECTION NOTICE	02	Y	
07/28/97	CR	SG	8947819568	ELL199	SETUP PRY AGREEMENT	01	Y	
07/16/97	CR	SG	8947819568		NPSO TRIGGER GENERATED	02	Y	
07/16/97	CR	SG	8947819568		DISCONNECTION NOTICE	02	Y	
06/16/97	CR	SG	8947819568		IMPORTANT NOTICE SENT	02	Y	
03/28/97	GC	SG	8947819568	ZNM303	START SERVICE	01	Y	

01/20/98 10:18:02

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Exhibit 4

File Help				
Close				
Time	User	Action	Field	Details of Action Taken
10/14/1997	BCKW99	Change	ID-OLN	PREV VAL: CURR VAL: 216-76-4489
10/14/1997	BCKW99	Change	SSN	PREV VAL: 364121988 CURR VAL: 0000000
10/14/1997	BCKW99	Change	OT RES SSN	PREV VAL: 000000000 CURR VAL: 364121
10/09/1997	BCHC98	Add	ALT ADDR	4304 E 18TH ST APT 209 SIOUX FALLS, SD
10/09/1997	BCHC98	Add	EFF. DATE	10/01/1997
10/09/1997	BCHC98	Add	BILL COPY	1
10/09/1997	BCHC98	Add	FOREIGN FL	N
03/26/1997	ZWKMB1	Add	CUST ID	823377384 BRITTINGHAM,ANGELIA

01/20/98 10:17:33

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Exhibit 5

Account [XXXXXXXXXX] (Search by Name or Address)

File Options Help

Print
Close

Contact Information

Customer ID: 207380238

Bill Account No: 2269742638

Contact Type: [XXXXXXXXXX] [S] [List]

Search Criteria

☒ Bill Account Only
☐ Customer

Date	Type	Src	Account	User ID	Description	Metric	Status	Flow
07/16/97	CR	SG	2269742638		BP50 TRIGGER GENERATED	02	Y	
07/16/97	CR	SG	2269742638		DISCONNECTION NOTICE	02	Y	
08/16/97	CR	SG	2269742638		IMPORTANT NOTICE SENT	02	Y	
04/16/97	GC	SG	2269742638	ZCHXB1	PW0 Transaction Completed		Y	
04/16/97	GC	SG	2269742638	KFWLB2	PW0 Transaction Deleted		Y	
03/28/97	GC	SG	2269742638	ZCHXB1	REREAD CUSTOMER REQUEST	01	Y	
03/28/97	GC	SG	2269742638	ZH03AB3	START SERVICE	01		

Add... Deleted... Cancel

01/20/98 10:29:03

BRITTINGHAM, D'UANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

8141.29.149

File Help
Print

Class	User	Action	Field	Details of Action Taken
10/15/1997	CBMMF6	Change	DONT TOR	PREV VAL: NP CUR VAL:
10/14/1997	BKCVW9	Change	ID-DLN	PREV VAL: CUR VAL: 716-76-4889
10/14/1997	BKCVW9	Change	SSN	PREV VAL: 364111800 CUR VAL: 00000000
10/14/1997	BKCVW9	Change	OT RES SSN	PREV VAL: 000000000 CUR VAL: 3641121
10/05/1997	BCHC98	Add	ALT ADDR	4304 E 10TH ST APT 209 SIOUX FALLS, SD
10/05/1997	BCHC98	Add	EFF_DATE	10/01/1997
10/05/1997	BCHC98	Add	SNLS_COPY	1
10/05/1997	BCHC98	Add	FOREIGN FL	N
9/30/1997	ZMSM03	Add	CUST ID	023377364 BUNTINGHAM,ANGE,LA

Clear

01/20/98 10:29:36

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIoux FALLS, SD 57105-2524

0141.23.150

Exhibit 7

Billing History

Duane Brittingham & Angela Qualls - 1808 S. Hawthorne Ave. Sioux Falls

Date	Description	KWH Usage	Amount Billed	Payment Received	Account Balance
3/22/97	Service Established				
3/28/97	Service Proc Charge		12 72		12 72
4/17/97	Bill	253	22 46		35 18
5/15/97	Late Payment Charge		0 22		35 40
5/16/97	Bill	378	32 53		67 93
6/16/97	Late Payment Charge		0 57		68 50
6/17/97	Bill	386	36 62		105 12
7/16/97	Late Payment Charge		0 95		106 07
7/17/97	Bill	903	76 30		182 37
8/1/97	Payment		\$	(50 00)	132 37
8/15/97	Bill	1302	111 44		243 81
9/11/97	Payment		\$	(70 00)	173 81
9/16/97	Bill	886	80 77		254 58
10/11/97	Final Bill	484	40 52		295 10
TOTALS		4592	415 10	\$ (120 00)	295 10

Duane Brittingham & Angela Qualls - 1808 1/2 S. Hawthorne Ave. Sioux Falls

Date	Description	KWH Usage	Amount Billed	Payment Received	Account Balance
3/22/97	Service Established				
4/18/97	Bill	867	62 20		62 20
5/15/97	Bill	698	54 20		116 40
5/19/97	Late Payment Charge		0 65		117 05
6/16/97	Late Payment Charge		1 22		118 27
6/16/97	Bill	641	56 21		174 48
7/16/97	Late Payment Charge		1 81		176 29
7/16/97	Bill	620	54 57		230 86
8/1/97	Payment		\$	(100 00)	130 86
8/14/97	Bill	481	45 54		176 40
9/11/97	Payment		\$	(30 00)	146 40
9/15/97	Late Payment Charge		1 51		147 91
9/15/97	Bill	365	37 35		185 26
10/10/97	Final Bill	300	27 37		212 63
TOTALS		3972	342 63	\$ (130 00)	212 63

Total of both addresses

8564	\$	757 73	\$	(250 00)	\$ 507 73
KWH Used	Amount Billed	Payments Received	Account Balance		

Report 0047010540 Monitor Assigned Customers

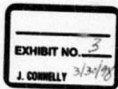
Process		
Reset		
Print		
Class	Name: DUANE BRITTINGHAM	Date Account Opened: 8/22/87

Additional Customers

Customer Name	Name Search...	On Bill	Effective Date	Termination Date
Action ANGELA BRITTINGHAM		☒	8/22/87	1/1
ANGELA BRITTINGHAM 8/22/87				

01/20/98 10:51:20

BRITTINGHAM, DUANE
 1808 S HAWTHORNE AVE
 SIOUX FALLS, SD 57105-2524



Account (7753) (06/00) Mainform Additional Customers

Process			
Reset	glamer		
Print			
Close	Name: DUANE BRITTINGHAM	Date Account Opened:	8/22/97

Additional Customers

Customer Name	On Bill	Effective Date	Termination Date
Action ANGELA BRITTINGHAM	☒	8/22/97	
ANGELA BRITTINGHAM 8/22/97			

01/20/98 10:50:48

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Account [0947810568] - Select Customer Contact

File Options Help

Search Criteria:
☒ Bill Account Only
☐ Customer

Customer ID: 257386278
 Bill Account No: 0947810568
 Contact Type: [Select Contact] [List]

Date	Type	Src	Account	User ID	Description	Media	Stat	Rank
06/21/97	CR	SG	0947810568		NP50 TRIGGER GENERATED	02	Y	
06/21/97	CR	SG	0947810568		DISCONNECTION NOTICE	02	Y	
07/20/97	CR	SG	0947810568	BLLSV	SETUP PAY AGREEMENT	01	Y	
07/21/97	CR	SG	0947810568		NP50 TRIGGER GENERATED	02	Y	
07/21/97	CR	SG	0947810568		DISCONNECTION NOTICE	02	Y	
06/16/97	CR	SG	0947810568		IMPORTANT NOTICE-SENT	02		
03/29/97	GC	SG	0947810568	ZH3M3	START SERVICE	01	Y	

Add... Detail... Cancel

01/20/98 10:18:02

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

81441924

Account 00547810A01 - World Bank Maintenance History

Time	User	Action	Field	Details of Action Taken
10/1 4/1 997	800W999	Change	ID-OLN	PREV VAL: CUR VAL: 216-76-4489
10/1 4/1 997	800W999	Change	SSN	PREV VAL: 3641211988 CUR VAL: 88888888
10/1 4/1 997	800W999	Change	OT RES SSN	PREV VAL: 888888888 CUR VAL: 3641211
10/09/1 997	800W999	Add	ALT ADDR	4384 E 18TH ST APT 289 SIOUX FALLS, SD
10/09/1 997	800W999	Add	EFF. DATE	10/10/1997
10/09/1 997	800W999	Add	BILL COPY	1
10/09/1 997	800W999	Add	FOREIGN FL	N
10/09/1 997	2000000	Add	CUST ID	823377364 BRITTINGHAM,ANGELIA

Close

01/20/98 10:17:33

BRITTINGHAM, DUANE

1808 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Account 2269742638 - Select Customer Contact

File Options Help

Search
Page
Close

Contact Information

Customer ID: 267388238

Search Criteria
☒ BIR Account Only
☐ Customer

BIR Account No: 2269742638

Contact Type: Contract

Date	Type	Src	Account	User ID	Description	Media	Stat	Resp
07/16/97	CR	SG	2269742638		MPSO TRIGGER GENERATED	02	Y	
07/16/97	CR	SG	2269742638		DISCONNECTION NOTICE	02	Y	
08/16/97	CR	SG	2269742638		IMPORTANT NOTICE-SENT	02		
04/01/97	GC	SG	2269742638	ZCHK81	PWD Transaction Completed		Y	
04/01/97	GC	SG	2269742638	ZPHL82	PWD Transaction Deleted		Y	
03/26/97	GC	SG	2269742638	ZCHK81	PEREAD-CUSTOMER REQUEST	01		
03/26/97	GC	SG	2269742638	ZHCK83	START SERVICE	01		

01/20/98 10:29:03

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Account 072637876786 - Sioux Falls Maintenance History

Date	User	Action	Field	Details of Action Taken
10/15/1997	CRIMM99	Change	DONT TOM	PREV VAL: NP CUR VAL:
10/14/1997	SKCHV99	Change	ID-OLN	PREV VAL: CUR VAL: 216-76-4489
10/14/1997	SKCHV99	Change	SSN	PREV VAL: 364121988 CUR VAL: 88888888
10/14/1997	SKCHV99	Change	OT RES SEM	PREV VAL: 888888888 CUR VAL: 3641211
10/09/1997	SKCH98	Add	ALT ADDR	4384 E 18TH ST APT 299 SIOUX FALLS, SD
10/09/1997	SKCH98	Add	EFF DATE	10/16/1997
10/09/1997	SKCH98	Add	BILL COPY	1
10/09/1997	SKCH98	Add	FOREIGN FL	N
02/29/1997	ZKCM82	Add	CUST ID	823377384 BRITTINGHAM,ANGELIA

Close

01/20/98 10:29:36

BRITTINGHAM, DUANE

1808 1/2 S HAWTHORNE AVE

SIOUX FALLS, SD 57105-2524

Billing History

Duane Brittingham & Angela Qualls - 1808 S. Hawthorne Ave. Sioux Falls

Date	Description	KWH Usage	Amount Billed	Payment Received	Account Balance
3/22/97	Service Established				
3/28/97	Service Proc Charge		12.72		12.72
4/17/97	Bill	253	22.46		35.18
5/15/97	Late Payment Charge		0.22		35.40
5/16/97	Bill	378	32.53		67.93
6/16/97	Late Payment Charge		0.57		68.50
6/17/97	Bill	386	36.62		105.12
7/16/97	Late Payment Charge		0.95		106.07
7/17/97	Bill	903	76.30		182.37
8/1/97	Payment		\$	(50.00)	132.37
8/15/97	Bill	1302	111.44		243.81
9/11/97	Payment		\$	(70.00)	173.81
9/16/97	Bill	886	80.77		254.58
10/11/97	Final Bill	484	40.52		295.10
TOTALS		4592	415.10	\$ (120.00)	295.10

Duane Brittingham & Angela Qualls - 1808 1/2 S. Hawthorne Ave. Sioux Falls

Date	Description	KWH Usage	Amount Billed	Payment Received	Account Balance
3/22/97	Service Established				
4/18/97	Bill	867	62.20		62.20
5/15/97	Bill	698	54.20		116.40
5/19/97	Late Payment Charge		0.65		117.05
6/16/97	Late Payment Charge		1.22		118.27
6/16/97	Bill	641	56.21		174.48
7/16/97	Late Payment Charge		1.81		176.29
7/16/97	Bill	620	54.57		230.86
8/1/97	Payment		\$	(100.00)	130.86
8/14/97	Bill	481	45.54		176.40
9/11/97	Payment		\$	(30.00)	146.40
9/15/97	Late Payment Charge		1.51		147.91
9/15/97	Bill	365	37.35		185.26
10/10/97	Final Bill	300	27.37		212.63
TOTALS		3972	342.63	\$ (130.00)	212.63

Total of both addresses 8564 \$ 757.73 \$ (250.00) \$ 507.73

KWH Used	Amount Billed	Payments Received	Account Balance
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Account ID: 823876143 User: L. James Method

File Help

Device: Street: City: State: Zip:

Class:

Guest Contact Row:

Description:

Source:

Media Type:

Remarks:

Credit Contact:

☐ Suspend Credit Scoring

☐ Suspend LNP Activity

Update Date: 12/08/97

Updated By: DAKES1

Date: 12/08/97

User ID: HDMMS1

Brillingham and Joanne Brillingham and JO gale own 5151.4.89 from various accts
 #1198315739 5174.37 #1966718642 5234.76 #2269742536 5212.63 #2262558114
 5327.44 #0948295344 5178.39 #0947810560 5295.18 totaling 5151.4.89 angella needs
 to bring in proof of residence if she did not credit with these people she has admitted
 living at 1800 and 1800 1/2 s hawthorne sally

03/24/98 16:40:28

QUALLS, ANGELIA

125 S CONKLIN AVE 5

SIOUX FALLS, SD 57103-1969

File Help	
Process	
Print	
Class	
Goal Contact Plan	
Description	
Source	
Media Type	
Remarks	
☐ Credit Contact ☐ Suspend Credit Scoring ☐ Suspend LNP Activity Update Date: 12/18/97 Updated By: DNRG01	
Name: Credit Contact Class: Misc Credit Contact A Goal Contact Plan: A Description: MISC. CREDIT REQUESTED INFO Source: MSP A Media Type: Telephone A Date: 12/18/97 User ID: HDMM01	Process Cancel
03/24/98 16:39:56 QUALLS, ANGELIA 125 S CONKLIN AVE 5 SIOUX FALLS, SD 57103-1969	

2/10/97

Account (431772642) - Customer

File Options Help

Current Billing Information Bill Date: 8/05/98 Due Date: 8/08/98 ☐ Estimated Bill ☐ Special Handled Bill ☐ No Bill Sent This Month	Customer Information Phone Numbers: Home: 605 - 332-5582 Work: - - - - - Ext: Customer Attributes 	Account Summary Prev Please Pay Amt: \$3.84 Last Post Date: 8/05/98 Last Post Amount: \$3.84 Curr Please Pay Amt: 43.64 Actual Balance: 43.64
General Billing Information Reading Cycle: 62 Next Read Date: 8/08/98 Meter Route: 84823 Date Account Open: 8/07/97 Services At Premises 01 ELECTRIC	Credit Information Disconnect Amount: .00 Disconnect Bill Date: - - - Disconnect Due Date: - - - Expiration Date: - - -	Account Attributes... Missing Bill (None Reported) Revert to Owner (RTO)

Close Previous List... Last Search...

03/30/98 09:08:23

TRANSITIONS BY ANGELA

121 S CONKLIN AVE

SIOUX FALLS, SD 57103-1969

0141.29.161

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT FILED	)	FINDINGS OF FACT AND
BY ANGELIA QUALLS, SIOUX FALLS, SOUTH	)	CONCLUSIONS OF LAW;
DAKOTA, AGAINST NORTHERN STATES	)	NOTICE OF ENTRY OF
POWER COMPANY REGARDING PREVIOUS	)	ORDER
ACCOUNT BALANCES	)	EL97-023

On December 10, 1997, the South Dakota Public Utilities Commission (Commission) received a complaint from Angelia Qualls, 125 S. Conklin #5, Sioux Falls, South Dakota against Northern States Power Company (NSP) regarding unpaid balances on her account. In the complaint, Ms. Qualls stated that her name was added to utility bills by a person with whom she was cohabitating, that the name used was not her actual name, that certain arrearages have occurred in the account and that NSP is now trying to collect these arrearages from her. Ms. Qualls requested the Commission to determine the merits of her complaint and that NSP not disconnect the electric service until such time as the complaint is resolved.

On December 18, 1997, at its regularly scheduled meeting, the Commission considered the matter along with comments from Ms. Qualls and NSP. The Commission found probable cause of an unlawful or unreasonable act, rate, practice, or omission and served the complaint on NSP (Commissioner Schoenfelder, dissenting). NSP filed its response on January 27, 1998. By order dated March 19, 1998, the Commission set the hearing for March 30, 1998, in Sioux Falls, South Dakota. The hearing was held as scheduled.

At its May 12, 1998, meeting, the Commission considered this matter. The Commission voted to find that NSP had committed an unreasonable act by attempting to make Ms. Qualls responsible for the electric bill incurred at 1808 and 1808½ South Hawthorne Avenue in Sioux Falls (Commissioner Schoenfelder, dissenting).

Based on the evidence received at the hearing, the Commission makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. On December 10, 1997, Ms. Qualls filed a complaint with the Commission against NSP regarding unpaid balances on her account. Exhibit 1.

2. Ms. Qualls currently lives at 125 S. Conklin #5, Sioux Falls, South Dakota. Exhibit 1. Around December 8, 1997, Ms. Qualls found a notice from NSP left in her door. Tr. at 9, 51. The notice stated that she owed around \$1500.00 to NSP for electric bills incurred at four different addresses in Sioux Falls. Tr. at 23. Later, after showing she had never lived at some of those addresses, the bill was reduced to \$507.73. Tr. at 23-24.

3. The amount of \$507.73 was for a bill for electricity incurred at 1808 and 1808½ South Hawthorne Avenue in Sioux Falls from March 22, 1997, to October 11, 1997. Tr. at 22, Exhibit 3, page 7.

4. Ms. Qualls moved in with Dwayne Brittingham into the house located at South Hawthorne Avenue in March of 1997, and left in October of 1997. Tr. at 18-19.

5. In July of 1997, Ms. Qualls saw the name "Angelia Brittingham" on the NSP bill and asked Dwayne Brittingham to call NSP and remove that name. Tr. at 20-21. She stated that Mr. Brittingham had indicated that he was responsible for the electric bill at the South Hawthorne address. Tr. at 34-35.

6. The name of "Angelia Brittingham" was placed on the bill at the request of Dwayne Brittingham. Tr. at 68. Ms. Qualls was never married to Mr. Brittingham nor did she ever use the name "Angelia Brittingham." Tr. at 31, 41.

7. When a customer contacts NSP for service, an NSP representative asks whether there are any other adults living in the home. Tr. at 88. The customer is not told that any named adults will be listed in NSP's records as financially responsible for any bills incurred at the address unless a customer specifically asks that question. lg

8. The Commission finds that an "Angelia Brittingham" was listed on the South Hawthorne Avenue bill as a responsible party. Ms. Qualls' name was never "Angelia Brittingham," nor did she go by that name. Moreover, Ms. Qualls did not request that her name be placed on the bill. For these reasons, the Commission finds that Ms. Qualls is not responsible for the bill incurred at 1808 and 1808½ South Hawthorne Avenue and that NSP committed an unreasonable act in attempting to make her responsible for the bill.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter pursuant to SDCL 49-34A, 49-34A-3, 49-34A-4, 49-34A-6, and 49-34A-27 and ARSD 20 10 01 08 01 and 20 10 01 09.

2. The Commission finds that Ms. Qualls is not responsible for the bill incurred at 1808 and 1808½ South Hawthorne Avenue and that NSP committed an unreasonable act in attempting to make her responsible for the bill.

It is therefore

ORDERED, that Ms. Qualls is not responsible for the bill incurred at 1808 and 1808½ South Hawthorne Avenue and that NSP committed an unreasonable act in attempting to make her responsible for the bill.

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 1st day of June, 1998. Pursuant to SDCL 1-26-32, this Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties.

Dated at Pierre, South Dakota, this 1st day of June, 1998.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By Melanie Kach

Date 6/1/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

LASKA SCHOENFELDER, dissenting