

NG97-006

NG97-006

DOCKET NO.

In the Matter of

IN THE MATTER OF THE COMPLAINT
FILED BY ADAM HEADRICK, SIOUX
FALLS, SD AGAINST MIDAMERICAN
ENERGY COMPANY REGARDING A
BILL

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
5/2/97	Received
5/6/97	Reckited
5/21/97	Order Denying Probable Cause and Notice Requiring Answer;
6/11/97	Answer of The American Energy Company;
6/30/97	Order for a new Notice of Hearing;
7/28/97	Transcript of Hearing held on 7/14/97;
8/27/97	Complaints 1st Opening Brief and Closing Argument;
9/26/97	Initial Brief of The American;
10/10/97	Reply Brief of The American;
10/14/97	Claimant's Rebuttal Brief;
11/18/97	Order Requiring Payment, Notice of Entry of Final Order;
11/18/97	Reckit Closed

0141.438

START

OF

RETAKE

NG 97-006

NG 97-006

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8/27/97	Complainant's Post-Hearing Brief and Closing Argument;
9/6/97	Initial Brief of The American;
10/10/97	Reply Brief of The American;
10/14/97	Complainant's Rebuttal Brief;
11/18/97	Order Requiring Payment; Notice of Entry of Final Order;
11/18/97	Reopened Closed.

END

OF

RETAKE

0141.44.2

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

NG 97-006

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

COMPLAINT

Complainant(s): (The party filing the complaint)		Respondent(s): (The person or Company complained against)	
Name	Adrian Hendrick	Contact Person	1
Address	709 S. 2nd Ave #3	Company	Lud American En
City, State, Zip	Sioux Falls, SD 57104	Address	114 S. Main Ave
Work Phone		City, State, Zip	Sioux Falls, SD
Home Phone	336-4543	Work Phone	336-9497
Cellular Phone	NA	Cellular Phone	NA
Fax	NA	Fax	NA

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:

This complaint is in regards to a bill that I don't feel I am responsible for at MidAmerican Energy Co. for \$471.93 I lived at 823 S Minnesota Ave and rented from Ben & Margie Eberle. I rented from the Eberles from April May 1986 to July 1986. When I found out I would be moving I called MidAmerican & asked that my gas be discontinued & I also told them that I would have the new tenant call when they moved in. Once I moved out of this address I rented an apt. with a friend and have enclosed a copy of our lease and a copy of my electric bill proving I had service at a different residence. When I tried to get service at my new address I was told I had to pay for \$471.93 bill before they would connect my gas. I went for over a month with no gas and it was very cold & I could not live at my apartment for over a month. My landlord was kind enough to have the gas put in his name. I have enclosed a letter from my landlord at the address in question stating when I lived at 823 S Minnesota Ave. Please also note that "twice" other tenants tried to have the gas turned on in their names & was

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



335 N. Main Ave., Suite 300, Sioux Falls, South Dakota 57102-0305
Telephone (605) 336-9230 FAX (605) 336-8919 WATS 1-800-952-3015

Fax (605)

Date: 5-2-97

FAX COVER SHEET

FAX SENT TO: PUC

FAX NUMBER: 605-773-3809

SENT BY: Shawn Quintana for Adam Hendrick

NUMBER OF SHEETS (including cover sheet): 19

If you do not receive all pages, PLEASE CONTACT: Shawn

COMMENTS: _____

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?)

told they could not because of past bills. I request-

Mid-American take my name off of this account as I did not live there during that time. If not, I would like a hearing

Warning: Please attach any additional copies of documents.

VERIFICATION

Signature must be witnessed by a notary public.

Alan Humes

5/12/97

Complainant's Signature

Date

State of South Dakota

County of Minnehaha

On this 2nd day of May, 1997, before me

personally came and appeared Adam Humes 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)

My Commission Expires 2/15/98

My commission expires:

Ms Shawn Quintana
East River Legal Aid
335 North Main Suite 300
Sioux Falls, S.D. 57102

Dear Ms Quintana:

This is in response to our phone conversation regarding Adam Hensrick.

Adam lived in our rental house from May 1, 1996 until about the middle of July, 1996. I don't have the exact date he left.

Adam requested to be released from his lease early because of his job situation. He accepted the fact that he would be responsible for rents and utilities until the house was re-rented. He notified all the utility companies that he would contact them as to when to take everything out of his name. He did this with all but the Gas Company. Apparently, therefore it remained in his name and his responsibility.

Sincerely,

Marcia Eberle
Marcia Eberle

P. 04

FAX NO. 16053362930

EAST RIVER LEGAL SERVICES

MAY - 2-97 FRI 14:21

P. 03

FAX NO. 16053362930

EAST RIVER LEGAL SERVICES

MAY - 2-97 FRI 14:20

April 14, 1996

Shawn Quintana
East River Legal Aid
335 North Main Suite 300
Sioux Falls, S.D. 57102

Dear Ms Quintana:

This is the additional information you requested
regarding Adam Headrick.

My husband and I went into the Gas Company as soon as
Adam notified us about his bill. We were told that
both of the next two tenants had tried to get gas
service, but they were both denied because of prior
bills against them. They showed us this information
right on their computer screens.

Hope this information helps Adam.

Sincerely,

Maria Eberle
Marcia Eberle

MAY-2-97 FRI 14:22 EAST RIVER LEGAL SERV FAX NO. 16053369230 P.06

NSP

Northern States Power Company

The Accounts Payable System 10/9			
ADAM L. HEADRICK 514 S MINNESOTA AVE SIOUX FALLS, SD 57104-4875 RE: SIOUX FALLS PENDING FINAL			
Start Service	Customer Application	1. Payment History	4. Previous Delinquency
Long Service	Billing History	2. Customer Demands	5. High Bill Analysis
Master Reading History	Account Summary	3. Meter Read/Record	6. Meter Reading Labels
Pay Agreement	Customer Dispute/Record	7. Account Analysis	8. Bill Image

03/18/97 13:59:04

Pg 1

NSP

MAY-2-97 FRI 14:22 EAST RIVER LEGAL SERV FAX NO. 16053369230 P.06



Northern States Power Company

File System View

Customer Contact Information

Customer ID: 248377547 Search Criteria: ☒ All Account Only ☐ Customer

SW Account No: 8481762289

Contract Type:

[Find]

Date	Type	Size	Amount	User ID	Description	Media	Stat	Mark
03/18/97	GC	80	8481762289	MSW0004	STOP SERVICE			
03/18/97	GC	80	8481762289	MSW0004	Power Restoration Completed			Y
03/18/97	GC	80	8481762289	MSW0004	Power Restoration			

[OK] [Cancel] [Print]

03/18/97 14:01:11

Pg 2



Form 17-2084

P.07

MAW-2-97 FRI 14:23 EAST RIVER LEGAL SEVS FAX NO. 16053368230



Northern States Power Company

Teri-339-8305

File System View

Customer Contact Information

Customer ID: 248377547 Search Criteria: ☒ All Account Only ☐ Customer

SW Account No: 8481762289

Contract Type:

[Find]

Date	Type	Size	Amount	User ID	Description	Media	Stat	Mark
03/18/97	GC	80	8481762289	MSW0004	STOP SERVICE			
03/18/97	GC	80	8481762289	MSW0004	Power Restoration Completed			Y
03/18/97	GC	80	8481762289	MSW0004	Power Restoration			

[OK] [Cancel] [Print]

03/18/97 14:00:07

May 96
Feb 97

Renewed
03/18/97

Pg 1



Form 17-2084

P.08

MAW-2-97 FRI 14:24 EAST RIVER LEGAL SEVS FAX NO. 16053368230



03/18/97 14:00:03

T - Start Service
F - Finished Service

Pg 2



03/18/97 14:51:07 USERID=T32856

ACCT NO 8745550-17 CYCLE 19
NAME HEADRICK, ADAM L
SRV ADD 834 S MINNESOTA AVE
CITY/ST SIOUX FALLS, SD
LLRD

STATUS FINALED ON DATE 05/96 PAGE 1
RD ROUTE 7038 APPR RMKI CRED
BALANCE 471.93 CIS ACTIVITY NONE
MAIL SERV G

CITY/ST	SIoux FALLS, SD	LLRD	ACCOUNTS RECEIVABLE HISTORY	OTHER	BALANCE
AREC	PAY CODE/	UTILITY	BILL/PAYMENT		
					\$421.93

AREC *****		ACCOUNTS		UTILITY		OTHER		BALANCE
		PAY CODE/	DATE	UTILITY	BILL/PAYMENT			
DATE	TRAN	DUR						
02/27/97	BILL	DUR	03/23/97	\$30.73				\$471.93
02/20/97	CPAY	NFT		\$6.52				\$441.20
01/29/97	BILL	DUR	02/20/97	\$6.41				\$434.68
12/30/96	BILL	DUR	01/22/97	\$137.46				\$268.27
12/19/96	CPAY	NFT		\$1.93				\$130.81
11/25/96	BILL	DUR	12/19/96	\$53.73				\$128.88
11/15/96	CPAY	NFT		\$1.11				\$75.15
10/24/96	BILL	DUR	11/15/96	\$32.69				\$41.35
10/16/96	CPAY	NFT		\$6.21				\$40.74
09/24/96	BILL	DUR	10/16/96	\$21.44				\$19.30
08/23/96	BILL	DUR	09/23/96	\$19.30				\$0.00
08/05/96	CPAY	NFT		\$17.23				\$17.23
07/24/96	BILL	DUR	08/15/96	\$17.23				\$0.00
07/15/96	CPAY	NFT	00718	\$21.55				\$21.55
06/24/96	BILL	DUR	07/17/96	\$21.55				
TRAN CODE -				PF3 - END	PF8 - FWD	PF15 - MENU		

MIDAMERICAN ENERGY COMPANY
P.O. Box 5008
Sioux Falls, SD 57117-5008

PRINT T=JD56 L=T32856 OPER= 03/18/97 14:51:25 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALRD ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 03/18/97
 CITY/ST SIOUX FALLS, SD BALANCE 471.93 CIS ACTIVITY NONE
 LLRD MAIL SERV G
 RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OFFER SEGMENT TYPE OF REMARK

03/13/97 32837 CUSTOMER INFORMATIVE
 REMARK ADAM WAS INTO A LEASE AGREEMENT FROM 5-96 TO 5-97... MOVED WI
 TH AGREEMENT TO KEEP GAS IN HIS NAME UNTIL LLRD RE-RENTED...
 ADAM THOUGHT LLRD WOULD CALL WHEN NEW TENANTS CAME IN... LLRD
 DIDNT AND TENANT 2 DIDNT CALL FOR SERVICE 7-18 TO 12-1... TEN
 ANT 3 (BRENDA HOUGH) ALSO OWED WOFF... DISPUTE BETWEEN ADAM/LL
 03/11/97 60136 PREMISE INFORMATIVE
 REMARK LLRD VERIFIES ADAM MOVED OUT IN JULY ADV HER NO CALL TO FINA
 L ADDRESS CHGD PER POST OFFICE LLRD SAYS 2 TENANTS HAVE LIVE
 D HERE SINCE ADAM ADV NEEDS TO GO TO RENTAL AGENCY GET LEASE
 S AND BRING INTO OFFICE

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

MAY-2-97 FRI 14:26 EAST RIVER LEGAL SERV FAX NO. 16053369230 P.11

PRINT T=JD56 L=T32856 OPER= 03/18/97 14:51:28 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALRD ON DATE 05/96 PAGE 2
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 03/18/97
 CITY/ST SIOUX FALLS, SD BALANCE 471.93 CIS ACTIVITY NONE
 LLRD MAIL SERV G
 RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OFFER SEGMENT TYPE OF REMARK

03/04/97 60331 CUSTOMER INFORMATIVE
 REMARK ADAM CLAIMS HE MOVED OUT OF THIS PROPERTY IN JUNE OR JULY &
 HE DOREN'T OWE THIS BILL / ADV HIM WE WEREN'T NOTIFIED OF
 THIS CHANGE & HE IS RESPONSIBLE UNLESS HE CAN GET THE LLRD
 TO ASSUME THE CHARGES... HE SAID HE WILL BE IN TOUCH
 02/14/97 32893 PREMISE INFORMATIVE
 REMARK LRFT CARD FOR CUSTOMER TO CALL US TO GAIN ACCESS TO METER
 FOR METER SURVEY - SCHEDULE APPOINTMENT FOR 842

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

MAY-2-97 FRI 14:27 EAST RIVER LEGAL SERV FAX NO. 16053369230 P.12

PRINT T=JD56 L=T32856 OPER= 03/18/97 14:51:32 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 3
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED 03/18/97
 SERV ADD 834 S MINNESOTA AVE BALANCE 471.93 MAIL CIS ACTIVITY NONE
 CITY/ST SIOUX FALLS, SD LIRD SERV G

RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

02/07/97 33478 CUSTOMER INFORMATIVE
 REMARK ADV ANTHONY W LOYD 433-29-4663 NEEDS TO SHOW PICTURE ID AND L
 BASE TO START SERVICE HERE NO PYT SINCE AUG

12/12/96 32837 CUSTOMER INFORMATIVE
 REMARK ADDED FORWARD ADDRESS PER NOTICE FROM THE POST OFFICE.

TRAN CODE - PP3 - END PP8 - FWD PP15 - MRNU

PRINT T=JD56 L=T32856 OPER= 03/18/97 14:51:38 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 4
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED 03/18/97
 SERV ADD 834 S MINNESOTA AVE BALANCE 471.93 MAIL CIS ACTIVITY NONE
 CITY/ST SIOUX FALLS, SD LIRD SERV G

RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

12/06/96 60331 CUSTOMER INFORMATIVE
 REMARK ANTHONY LLOYD CLLD TO SEE IF WE CAN PUT SERV INTO HIS NAME
 TODAY IF HE GOES INTO OFFICE TODAY W/ ID ECT. ADV HIM IT
 WOULD BE 12-9 OR 12-10

02/29/96 32893 PREMISE INFORMATIVE
 REMARK RED TAG FURN NEEDS TO BE CLEANED AND CRED MAKING 750PPM CO
 FURN FULL OF SOOT 886

TRAN CODE - PP3 - END PP8 - FWD PP15 - MRNU

PRINT T-JD56 L=T32856 OPER= 03/18/97 14:51:53 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 03/18/97
CITY/ST SIOUX FALLS, SD BALANCE 471.93 MAIL CIS ACTIVITY NONE
LIRD SERV G

CRED ***** CREDIT INFORMATION *****
CURR 30 \$30.73 60 \$172.93 90 \$268.27
BUDGET AMT CUSTOMER'S PHONE 605-351-4321
BUDGET ARREARS SOC. SEC. NO. 503-04-2211
MERCH AMT DUR DISCONNECT HISTORY NNNNNNNNNN
CREDIT AMT DUR NSP HISTORY 000000000000
LAST PAY AMT \$17.23 LAST PAYMENT DATE 08/05/96
LAST GOOD READ DATE 02/26/97
LIEAP CODE N NOT LTRAP/ITP WELFARE PMT CODE N NO WELFARE
OWNER CODE DISCONNECT DUE DATE 03/21/97 NO MONTHS RST

***** CREDIT ARRANGEMENTS MULT *****
CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
IN CALL C 02/27/97 11:06 33440 ADAM CTD TO STARTSER
V AT 8762790-19 ADV OF THIS ACCT HE STATES HE HASN'T LIVED HERE FOR MOS-DIDSAY R
E DIDN'T CALL TO FINAL-THOUGHT LIRD WLD CALL-KP

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

MMW-2-97 FBI 14:29 FAX NO. 16053369230 EAST RIVER LEGAL SERVS P.15

PRINT T-JD56 L=T32856 OPER= 03/18/97 14:51:57 USERID=T32856

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 03/18/97
CITY/ST SIOUX FALLS, SD BALANCE 471.93 MAIL CIS ACTIVITY NONE
LIRD SERV G

***** CREDIT ARRANGEMENTS MULT *****
CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
POSTED \$268.27 C 02/27/97 00:00 99999 02/20/97 REMARK MECHANICALLY
PRINTED

NO CONTRA C 02/25/97 14:15 70995 CALL LIST--NO CONTRA
T NO PHONE NO # PER DIRECT ASSIST..ABOVE # IS DISC...NEED 268.27...RED/CRED
POSTED \$130.81 C 01/29/97 00:00 99999 01/22/97 REMARK MECHANICALLY
PRINTED

NO CONTRA C 01/27/97 18:00 70712 CL LIST..N/A 2X'S..C
COURTESY CALL ONLY..CSF/CRED
POSTED \$75.15 C 12/30/96 00:00 99999 12/19/96 REMARK MECHANICALLY
PRINTED

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

MMW-2-97 FBI 14:30 FAX NO. 16053369230 EAST RIVER LEGAL SERVS P.16

ACCT NO	NAME	STATUS	FINALED	ON DATE	PAGE
8745550-11	HEADRICK, ADAM L	RD ROUTE	7038 APPR	05/96	3
SERV ADD	834 S MINNESOTA AVE			RMKI	CRKD
CITY/ST	SIoux FALLS, SD	BALANCE	471.93		03/18/97
	LNWD			CIS ACTIVITY NONE	SERV G
CONT CD	CREDIT AMT	***** CREDIT ARRANGEMENTS	MULT	MAIL	*****
.. NO CONTA	C	12/26/96	17:56 70712	DATE	DUR
..COURTESY CALL ONLY..CSF/CRD					CL. LIST..RM PH DIASC

TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

P.17

EAST RIVER LEGAL SERVS
FAX NO. 16053368230

MAY-2-97 FRI 14:31

LIGHTS 339-8300

Date 10 May 1976

1. PREVIOUS RESIDENCE: Mark H. Hammer, Aaron Hendrick
 and Owner S.E.G. Properties
 On Residence: 6/9 W 13th

John B. Thompson
John B. Thompson
David Hendrick

FOR USE AS DRIVER LICENSE ONLY

2. INITIAL LEASE TERM: The term of the lease shall commence on the 11 day of July, 1996 and end on 31

[illegible]

5. SECURITY DEPOSIT: Resident agrees that security deposit shall be the total sum of \$ 500 payable on or before the signing of this contract. Refunds shall be made in accordance with the SECURITY DEPOSIT AGREEMENT which is a part of this contract. The 30-day written notice provision in the contract will be strictly enforced. If the resident moves out prior to the ending date of the lease term, renter's portion, or extension period, resident shall be subject to paragraphs 12 and 13 herein.

[illegible]

7. UTILITIES: Owner will furnish the following utilities: None
 Renters shall pay for all other utilities. All utilities shall be used for ordinary household purposes only.

8. THE APARTMENT WILL BE OCCUPIED BY: (LIST ALL ADULTS AND CHILDREN) Mark H. Hammer
Adam L. Hendrick

1. PETS: Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the owner's representative. The presence of an unauthorized pet will subject residents to the penalties, damages, deductions, and termination provisions set forth in SECURITY DEPOSIT AGREEMENT. Exceptions: None

10. **SUBLETTING.** Subletting, assignment or securing a replacement will be allowed only upon approval of Owner.

(1) CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT. When entering his apartment, Resident agrees to examine premises in the apartment as when received, reasonable wear excepted. Resident has examined and accepted the residence. Tenant and/or family or Resident shall have the right to report defects or damages to owners representative within 24 hours after resident's first possession of residence. Resident shall use reasonable diligence in care of the residence. Resident may not make any alterations or owners property fixtures, nor change or add lights in the walls, ceilings, woodwork, or floors, nor wallpaper, antenna installations, additional phone or TV set outlets, light changes or additional locks shall be permitted except by owner's written permission. Resident will not remove owner's furniture and/or furnishings from the residence for any purpose. When student moves in, owner shall furnish light bulbs of incandescent voltage for sockets; thereafter, light bulbs will be replaced at tenant's expense.

2. **RULES AND REGULATIONS:** Residents, his family, and guests will comply with all written rules and regulations furnished to the resident. Owners may make reasonable rule changes. It is written and distributed to all residents. Residents agree that the comfort of others, family, and guests shall never be disrupted. Violations are prohibited.

(3) **RENTOR** AGREES TO REIMBURSE **OWNER** PROMPTLY for any loss, property damage, or cost of repairs or service (including plumbing) incurred (whether by the renter or intruder or by accident, fire, explosion, falling or blown, lightning) that is attributable to damage to windows or doors left open. Such reimbursement is due when owner's representative makes demand. Owner's failure to deny or reimbursements, or to pay such charges, or penalties, or other sums due by renter, shall not be deemed a waiver and owner may demand sums or sums, including interest.

14. **OWNER WILL NOT BE LIABLE.** Owner will not be liable for any damages or losses to person caused by either residents or other persons. Owner shall not be liable for personal injury or damage loss of resident's personal property (furniture, jewelry, clothing, etc.) from fire, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, riot or civil, or other causes whatsoever. Owner recommends that each resident take such measures as he or she deems appropriate to protect himself and his or her effects.

7. **REPAIRS AND MALFUNCTIONS.** Resident agrees to request that all repairs and services be in writing to owner's designated representative, in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or injuries or damage by water, or other cause, resident shall notify owner's representative immediately and owner shall act with due diligence in making repairs and shall not abate during such periods.

15. WHEN OWNER MAY ENTER. Owner's representatives may, at any time, enter the property for the following purposes: repair, replace, maintenance, preventive maintenance, emergency entry or fire inspection, showing residence to building inspectors, mortgagee, mortgage lenders, prospective purchasers, or insurance agents. No fee or prospective rent shall be paid for permission to enter.

P. 18

FAX NO. 16053369230

EAST RIVER LEGAL SERVICES

May - 2-97 Fri 14:31

RENTAL AGREEMENT. This contract and its attachments and the parties' agreement to be bound by the terms of the agreement, including the terms of the agreement, shall be deemed to constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.

19. **GENERAL:** This contract and its attachments and the parties' agreement to be bound by the terms of the agreement, including the terms of the agreement, shall be deemed to constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.
20. **THE CONTRACT AND SECURITY DEPOSIT AGREEMENT:** The contract and security deposit agreement shall be deemed to constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.

2. SPECIAL PROVISIONS

IS RESPONSIBLE FOR LAWN CARE AND SNOW REMOVAL.

THIS IS A BINDING FINAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

Residential Residents

Owner or Owner's Representative

SECURITY DEPOSIT AGREEMENT

DATE 7-11-96

Security Deposit(s) Received \$500

THIS SECURITY AGREEMENT shall constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.

CONDITIONS FOR RENT

1. **NOTICE:** At least one full calendar month's written notice to vacate must be given to owner's representative prior to move-out at the end of the lease term and any renewal or extension period. This notice shall be given by certified mail, return receipt requested, or by personal delivery. The notice shall be given at least 30 days prior to the expiration of the lease term and any renewal or extension period. The notice shall be given at least 30 days prior to the expiration of the lease term and any renewal or extension period.

2. **FULL TERM:** The full term of the rental agreement shall be deemed to constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.

3. **RENT PAID:** Rent shall be paid in full through the end of the lease term and any renewal or extension period. Rent shall be paid in full through the end of the lease term and any renewal or extension period. Rent shall be paid in full through the end of the lease term and any renewal or extension period. Rent shall be paid in full through the end of the lease term and any renewal or extension period.

4. **NO HOLDING OVER:** Residents must vacate the premises by the end of the lease term and any renewal or extension period. Residents must vacate the premises by the end of the lease term and any renewal or extension period. Residents must vacate the premises by the end of the lease term and any renewal or extension period. Residents must vacate the premises by the end of the lease term and any renewal or extension period.

5. **FORWARDING ADDRESS:** A written copy of resident's forwarding address must be left with owner's representative. A written copy of resident's forwarding address must be left with owner's representative. A written copy of resident's forwarding address must be left with owner's representative. A written copy of resident's forwarding address must be left with owner's representative.

6. **CLEANING REQUIREMENTS:** The residents including furniture and kitchen appliances, must be cleaned thoroughly. MOVE OUT CLEANING INSTRUCTIONS OF PROVIDER shall be followed. The residents including furniture and kitchen appliances, must be cleaned thoroughly. MOVE OUT CLEANING INSTRUCTIONS OF PROVIDER shall be followed. The residents including furniture and kitchen appliances, must be cleaned thoroughly. MOVE OUT CLEANING INSTRUCTIONS OF PROVIDER shall be followed.

7. **FAILURE TO CLEAN:** If resident fails to clean in accordance with the above paragraph, responsible charges to complete work cleaning shall be deducted including charges for cleaning carpets, drapes, curtains, walls, etc., and/or other cleaning charges. If resident fails to clean in accordance with the above paragraph, responsible charges to complete work cleaning shall be deducted including charges for cleaning carpets, drapes, curtains, walls, etc., and/or other cleaning charges. If resident fails to clean in accordance with the above paragraph, responsible charges to complete work cleaning shall be deducted including charges for cleaning carpets, drapes, curtains, walls, etc., and/or other cleaning charges.

8. **OTHER DEDUCTIONS:** All other deductions shall be made in accordance with the above paragraph. All other deductions shall be made in accordance with the above paragraph. All other deductions shall be made in accordance with the above paragraph. All other deductions shall be made in accordance with the above paragraph.

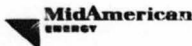
9. **TERMINATION:** This agreement shall be deemed to constitute the entire agreement between the parties. No oral agreement or representation by any party shall be binding on the other party. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement. The parties agree to hold each other harmless for any and all damages, including reasonable attorney's fees, and all expenses, including court costs, incurred by the other party in connection with the enforcement of this agreement.

10. **SPECIAL PROVISIONS REGARDING SECURITY DEPOSIT:** The security deposit shall be left clean and in "ready to rent" condition. The security deposit shall be left clean and in "ready to rent" condition. The security deposit shall be left clean and in "ready to rent" condition. The security deposit shall be left clean and in "ready to rent" condition.

Residential Residents

Owner or Owner's Representative

NG-97-006



MidAmerican Energy Company
114 S. Main Avenue
P.O. Box 1629
Sioux Falls, South Dakota 57117-0629

May 12, 1997

Ms. Leni Healy
South Dakota Public
Utilities Commission
State Capitol
Pierre, South Dakota 57501-5070

Re: Adam Headrick

Dear Ms. Healy:

Mr. Headrick is disputing a bill for gas service in the amount of \$471.93 incurred between May 1, 1996 and February 26, 1997 at 834 South Minnesota Avenue, Sioux Falls, South Dakota. Mr. Headrick states he was no longer living at the address in question and should not, therefore, be responsible for the bill.

MidAmerican established service for Adam Headrick at 834 South Minnesota Avenue on May 1, 1996. The Company has no record of a contact from Mr. Headrick requesting service to be discontinued at a date certain. This is consistent with Mr. Headrick's complaint in which he stated that he "would have the new tenant call when they moved in." The Company's records also indicate Mr. Headrick telephoned MidAmerican on February 27, 1997. At that time, he indicated he had not lived at 834 South Minnesota Avenue for sometime, but did state he did not call to final the service, that he thought his landlord would call.

It is unfortunate that Mr. Headrick did not follow through and notify MidAmerican that he wished gas service to be turned off in his name on a date certain. Unless either the customer himself requests service to be turned off in his name or a new applicant fulfills the criteria to have service transferred, MidAmerican does not have the option to turn off service. MidAmerican continues to hold Adam Headrick responsible for gas service to 834 South Minnesota Avenue for the period May 1, 1996 through February 27, 1997, totaling \$471.93.

Sincerely,

A handwritten signature, likely of a company representative, written in dark ink.

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

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,)
AGAINST MIDAMERICAN ENERGY COMPANY)
REGARDING A BILL)

ORDER FINDING
PROBABLE CAUSE AND
NOTICE REQUIRING
ANSWER
NG97-006

On May 2, 1997, the Public Utilities Commission (Commission) received a complaint filed by Adam Headrick, Sioux Falls, South Dakota, against MidAmerican Energy Company (MidAmerican) regarding a bill for services which Mr. Headrick claims he did not receive. According to the complaint, MidAmerican is charging Mr. Headrick for natural gas services which were incurred at Mr. Headrick's previous address after he had both notified MidAmerican to disconnect services and moved from that address. Mr. Headrick is asking the Commission to remove his name from the account at the old address.

Pursuant to SDCL 49-34A-4 and ARSD 20 10 01 08 01, 20 10 01 09, 20 10 01 10, and 20 10 01 11 01, 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 and serve it upon MidAmerican.

On May 13, 1997, at its regularly scheduled meeting, the Commission considered the complaint. Mr. Headrick explained the complaint. Karen Huzenga, a representative of MidAmerican, presented MidAmerican's position.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-34A-2, 49-34A-4, and ARSD 20 10 01 08 01 and 20 10 01 09. The Commission voted unanimously to find probable cause, it is therefore,

ORDERED that pursuant to ARSD 20 10 01 09, the Commission finds that there is probable cause of an unlawful or unreasonable act, rate, practice or omission and the complaint shall be forwarded to MidAmerican and MidAmerican shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 21st day of May, 1997.

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 Alfredo Kalso

Date 5/22/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner



MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4390
Cavertown, Iowa 52808
319-333-8006 Telephone
319-333-8021 Facsimile

Karen M. Huizenga
Attorney

June 10, 1997
By Express Delivery

William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
Pierre, SD 57501

RECEIVED

JUN 11 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: South Dakota Public Utilities Commission
Docket No. NG97-006
Answer of MidAmerican Energy Company

Dear Mr. Bullard:

Enclosed please find an original and two copies of MidAmerican Energy Company's Answer in the above-captioned matter. We request you date-stamp and return one copy in the enclosed envelope for our files. A certificate of service is also enclosed.

Sincerely,

Karen M. Huizenga
bc

bc

Enclosures

cc: Shawn Quintana
Adam Headrick

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUN 11 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,) ANSWER
AGAINST MIDAMERICAN ENERGY COMPANY) NG97-006
REGARDING A BILL)

Comes now, MidAmerican Energy Company ("Respondent" or "MidAmerican"), by and through its attorneys and for its Answer to Complaint in the above-captioned proceeding states:

1. Respondent, MidAmerican Energy Company, denies the allegation in the first paragraph of Adam Headrick's ("Complainant's") Complaint for the reasons that MidAmerican's records do not reflect a contact was made prior to February 27, 1997 notifying MidAmerican of Complainant's intention to terminate service at 834 S. Minnesota, Sioux Falls, by date certain.

This Complaint involves MidAmerican's billing of \$471.93 to Complainant for gas services rendered for the period May 1, 1996 through February 26, 1997. Complainant states in the first paragraph of his May 2, 1997 Complaint that he lived at 834 S. Minnesota Avenue, South Dakota, from approximately May 1, 1996 to July 11, 1996. He also states "When I found I would be moving I called MidAmerican & asked that my gas be discontinued & I also told them that I would have the new tenant call when they moved in."

Affirmative Defenses

1. MidAmerican's records indicate Adam L. Headrick established service with MidAmerican on May 1, 1996. No further contact was made to MidAmerican by Complainant until February 27, 1997, requesting service be established in his name at 709 S. 2nd Avenue, Apartment 3, Sioux Falls.

Service was established on May 1, 1996 for Adam Headrick at 834 S. Minnesota, Sioux Falls. On May 21, 1996, Mr. Headrick's application for service was entered into MidAmerican's Customer Information System (CI System). This application indicates Mark Hammar also occupied the premise. Enclosed are two sets of screen prints from MidAmerican's CI System. One set of screen prints is titled "Credit Information" (Attachment 1). The second set of screen prints is titled "Remarks Information" (Attachment 2). The Credit Information and Remarks Information areas of the CI System are the two methods available to MidAmerican representatives to document activity on a customer's account. This activity includes, but is not limited to, incoming calls from and outgoing calls to a customer, and notation of receipt of written correspondence from a customer.

As shown on page 3 of Attachment 1, there are no credit comments from the time service was established on May 1, 1996 until December 26, 1996. Page 6 of Attachment 2, shows there are no remarks from May 1, 1996, until December 6, 1996. Set forth below is a chronological list of both the Credit Information comments and the Remarks Information comments from May 1, 1996 until February 27, 1997, when Complainant contacted MidAmerican and advised he was no longer living at 834 S. Minnesota.

Remark 12/06/96	Anthony Lloyd cld to see if we can put serv into his name today if he goes into office today w ID ect. Adv him it would be 12-9 or 12-10 <i>[Note--Anthony Lloyd advised to bring identification, lease agreement or rent receipt into the office.]</i>
Remark 12/12/96	Added forward address per notice from the Post Office <i>[Note--the mailing address added to Complainant's account was 619 W. 13th, Sioux Falls, the address Complainant has subsequently advised he moved to when he left 834 S. Minnesota]</i>
Credit 12/26/96 No Contact	CI List. Hm Ph Diasc. Courtesy Call Only. CSF/CRED <i>[Note--Courtesy call to customer 24 hours prior to disconnection for unpaid bill. employee initial/Credit Department]</i>

Credit
12/30/96 Posted* \$75.15 [Note--"Posted" means disconnection notice mailed to customer from Sioux Falls office -- *this notice would have been mailed to 619 W. 13th as the forwarding address was added to the account as the mail address on 12/12/96 as shown above. It is not uncommon for a customer of record at one address to reside at a separate address.*]

Credit
01/27/97 C11 List N/A 2X's, courtesy call only. csf/CRED [Note--Courtesy call to customer 24 hours prior to disconnection for unpaid bill. Two attempts made with no answer. employee initials/Credit Department]

No Contact

Credit
01/29/97 Posted \$130.81 [Note--see explanation on 12/30/96 comment]

Remark
02/07/97 Adv Antony W Loyd 433-29-4663 needs to show picture ID and lease to start service here no pyt since Aug

Remark
02/14/97 Left card for customer to call to gain access to meter for meter survey--schedule appointment for 842 [Note--842 is the radio number for a particular serviceman]

Credit
02/25/97 Call List--No Contact No # Per Direct Assist. Above # is Disc...need 268.27...RED/CRED [Note--Courtesy call to customer 24 hours prior to disconnection for unpaid bill. No contact was made, checked with directory assistance for phone number, tried phone number listed on the account-that number was disconnected. Customer needs to pay \$268.27 to prevent disconnection. employee initials/Credit Department]

No Contact

Credit
02/27/97 Posted \$268.27 [Note--see explanation from 12/30/96 comment]

Credit
02/27/97 Adam cld to start serv at 8762790-19-adv of this acct-he states he hasn't lived here for mos-didsay he didn't call to final-thought ltrd would call-KP

In-Call

One additional comment on Remark Information from account 8762790-19 (referred to in the last Credit Information comments above) and enclosed as Attachment 3, states as follows:

Credit
02/27/97 Adam Headley cld to start serv here-found active acct in his name at 8745550-17-up for disc for non pay-he states he hasn't lived there for a long time-he thought ltrd wld final his serv there-will come to off to try and straighten out and will need serv here if he pays or proves bill not his

There were and are no records in MidAmerican's possession indicating MidAmerican received notification from Complainant that he intended to have gas service to 834 S. Minnesota, Sioux Falls, terminated prior to February 27, 1997.

2. **MidAmerican has an obligation to serve its customers under 49 ADCL 34A-2 and 49 ADCL 34A-2.1 to furnish service to its customers.**

The remarks as outlined in Affirmative Defense No. 1 above do not absolve MidAmerican of its duty under 49 ADCL 34A-2 and 49 ADCL 34A-2.1 to furnish gas to its customer; these remarks alone are not enough for MidAmerican to assume Complainant intended to have gas service to 834 S. Minnesota terminated. Therefore, based on the information in MidAmerican's possession, MidAmerican could not terminate service to 834 S. Minnesota.

On any given day, remarks such as those above occur on a routine basis. For example, a customer may have a third party (such as a roommate) inquire about putting service in his/her name, or a tenant breaks a lease and is trying to sublet an apartment, leaving service in the tenant's name until a renter is found. Making an assumption by reason of such a third party inquiry that a customer no longer intends to have gas service at a particular premise and thus terminating that service contradicts red letter contract law but also could be a very dangerous practice. A customer could be endangered by the unexpected loss of gas service. MidAmerican is not willing to assume that risk by relying upon assumptions rather than the explicit request of its customers. To do so would violate public policy concerning a utility's obligation to furnish service as set forth in the under South Dakota statutes.

Our attempt to contact customers prior to disconnection is done as a courtesy to our customers. Remarks on an account indicating there was no phone are not uncommon as customers in risk of having gas or electric service terminated often do not have telephone service.

3. **Complainant violated MidAmerican tariff requiring notification to the Company.**

0141.44.20

MidAmerican's South Dakota Gas Sales Tariff, Original Issue Sheet No. 24, states:

A customer shall give at least 48 hour's notice to the Company of his intention to discontinue gas service. Failure to give this notice shall make the customer liable for payment for all gas supplied to the premises until gas service has been discontinued by the Company.

MidAmerican's South Dakota Sales Tariff, Original Issue Sheet No. 5 also provides:

The Company will supply gas service to a customer until notified by the customer to discontinue service or unless the Company is justified to disconnect services as defined in 11 03 of Section V.

MidAmerican was not notified of Complainant's intention to terminate service at 834 S. Minnesota, Sioux Falls until February 27, 1997. This is shown on page 1 of Attachment 1 and Attachment 3, wherein Complainant stated to MidAmerican's representative that he thought the landlord was going final gas service at 834 S. Minnesota. It is again reflected on Attachment 2, page 3, wherein Complainant stated he moved with an understanding with the landlord to keep gas service in his name until the landlord re-rented, and that he thought the landlord would call when the new tenants moved in. Additionally, Complainant's Residential Service Application (Attachment 4) lists as an additional occupant, Mark Hammar. MidAmerican notes on the Residential Service Application of Mark Hammar dated July 1996 (Attachment 5) for 619 W. 13th Street, Adam Headrick is listed an occupant. If, in July 1996, Adam Headrick requested service be transferred from 834 S. Minnesota to 619 W. 13th Street, it would have been easily accomplished as Complainant had no outstanding bills at that time which could have precluded him from establishing new service. Instead, Mr. Hammar requested service from MidAmerican at the new address.

4. **MidAmerican followed South Dakota Administrative Rules and Company credit procedures pertaining to the disconnection of utility service for nonpayment of bills.**

Complainant's account was subject to credit review following nonpayment of bills after August 1997. The account balance from August until the account billed in November was under \$100.00. Generally, it is MidAmerican's policy not to disconnect service to customers with accounts with arrears of under \$100.00. When the account billed in November the balance was over \$100.00. No payment was made by the December due date making the balance past due and over \$100.00. Therefore, when no payment was received by the December due date, the Company proceeded with credit activity by calling the customer and providing disconnection notices as noted on Attachment 2, Credit Information. In accordance with ARSD 20:10-20:10, Residential Winter Disconnection, an additional 30 days is allowed before disconnecting service. Due to the winter weather conditions disconnection of service to Complainant's premise was not completed. The Company's policy for South Dakota customers is generally not disconnecting such customers between November 1 and March 31.

5. **MidAmerican's monthly bills and disconnection notices were mailed to Complainant at 619 W. 13th Street, Sioux Falls, after December 12, 1996.**

As noted on Remarks Information (Attachment 2, page 5) and Transaction History (Attachment 6), MidAmerican installed a forwarding address from the U. S. Post Office of 619 W. 13th St., Sioux Falls (Attachment 7), on Complainant's account December 12, 1996. Subsequent to this entry all monthly bills and disconnection notices were sent to Complainant at the 619 W. 13th Street.

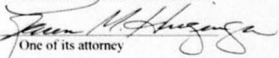
02. 44. 11-10

Conclusion

MidAmerican is obligated under Sioux Dakota law to furnish gas service to its customers and not to terminate service without the permission of the South Dakota Public Utilities Commission unless it is an emergency situation or if a customer fails to pay. MidAmerican was not notified by Adam Headrick of his intention to discontinue gas service to 834 S. Minnesota prior to his contact with MidAmerican on February 27, 1997. MidAmerican followed South Dakota Administrative Rules regarding termination of service. The charges of \$471.93 for gas service rendered prior to February 27, 1997, the date of notification to MidAmerican, are the responsibility of Complainant. Pursuit of payment of those charges is in accordance with the South Dakota Administrative Rules and MidAmerican's tariffs.

MIDAMERICAN ENERGY COMPANY,

By


One of its attorney

Suzan M. Stewart, Managing Senior Regulatory
Attorney
Karen M. Huizenga, Attorney
106 East Second Street
P. O. Box 4350
Davenport, Iowa 52808
Telephone (319) 333-8006

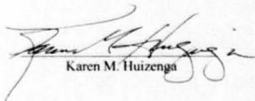
014144220

PROOF OF SERVICE

I hereby certify that I have on this 10th day of June, 1997, served a copy of the foregoing document on the following parties:

Shawn Quintana
East River Legal Services
Attorney for Adam Headrick
335 N. Main Avenue
Suite 300
Sioux Falls, SD 57102-0305

Adam Headrick
709 S. 2nd Avenue, #3
Sioux Falls, SD 57104


Karen M. Huizenga

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 05/29/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY NONE
 LLRD MAIL SERV G
 CRED ***** CREDIT INFORMATION *****
 CURR \$7.08 30 \$30.73 60 \$172.93 90 \$268.27
 BUDGET AMT CUSTOMER'S PHONE 605-351-4321
 BUDGET ARREARS SOC. SEC. NO. 503-04-2211
 MERCH AMT DUE DISCONNECT HISTORY NNNNOOOOO
 CREDIT AMT DUE NSF HISTORY 000000000000
 LAST PAY AMT \$17.23 LAST PAYMENT DATE 08/05/96
 LAST GOOD READ DATE 02/26/97
 LIEAP CODE N NOT LIEAP/ITP WELFARE PYMT CODE N NO WELFARE
 OWNER CODE DISCONNECT DUE DATE 05/05/97 NO MONTHS EST

***** CREDIT ARRANGEMENTS MULT *****
 CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
 IN CALL C 02/27/97 13:06 33440 ADAM CLD TO STARTSER
 V AT 8762790-19-ADV OF THIS ACCT-HE STATES HE HASN'T LIVED HERE FOR MOS-DIDSAY H
 E DIDN'T CALL TO FINAL-THOUGHT LLRD WLD CALL-KP

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 05/29/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY NONE
 LLRD MAIL SERV G

***** CREDIT ARRANGEMENTS MULT *****
 CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
 POSTED \$268.27 C 02/27/97 00:00 99999 02/20/97 REMARK MECHANICALLY
 PRINTED

NO CONTA C 02/25/97 14:15 70995 CALL LIST--NO CONTACT
 T NO PHONE NO # PER DIRECT ASSIST..ABOVE # IS DISC...NEED 268.27...RED/CRED

POSTED \$130.81 C 01/29/97 00:00 99999 01/22/97 REMARK MECHANICALLY
 PRINTED

NO CONTA C 01/27/97 18:00 70712 CL LIST..N/A 2X'S..C
 COURTESY CALL ONLY..CSF/CRED

POSTED \$75.15 C 12/30/96 00:00 99999 12/19/96 REMARK MECHANICALLY
 PRINTED

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 3
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 05/29/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY NONE
 LLRD MAIL SERV G
 ***** CREDIT ARRANGEMENTS MULT *****
 CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
 NO CONTA C 12/26/96 17:56 70712 CL LIST..HM PH DIASC
 ..COURTESY CALL ONLY..CSF/CRED

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ATTACHMENT 2
 ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
 LLRD MAIL SERV G

HMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

05/09/97 32883 CUSTOMER INFORMATIVE
 REMARK 4/9/97, PER PUC FORMAL COMPLAINT, 5/13/97 IS THE FORMAL HEAR
 ING ON THIS CASE. TENANT DID NOT NOTIFY US WHEN MOVING. MEC
 STILL FEELS THIS IS BETWEEN LL & TENANT. DIANE HARRISON, SXF
 SUPERVISOR

04/07/97 60062 CUSTOMER INFORMATIVE
 REMARK ADAM CALLED TO SEE WHY BILL WAS STILL IN HIS NAME. ADV HIM A
 NTHONY LLOYD CALLED TO PUT SVC IN HIS NAME HOWEVER, HE DIDNT
 COME IN AS WE ADV HIM

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
 LLRD MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

04/07/97 33427 CUSTOMER INFORMATIVE
 REMARK ADAM ALLEGES SOMEONE IN OUR OFFICE TOLD HIM HE CALLED ABOUT
 07-96 TO SAY HE WAS MOVING...DID NOT FIND - PASSED TO SHIRLE
 Y

03/19/97 32837 CUSTOMER INFORMATIVE
 REMARK FILED COMPLAINT WITH PUC..CONTACTED LENI AT PUC AND EXPLAINED
 THE SITUATION..THIS IS A DISPUTE BETWEEN THE LL AND TENANT
 ..ADAM ADMITTED ON 2-27 (INITIAL CONTACT DATE) HE THOUGHT LL
 WOULD HAVE CALLED TO END HIS ACCT..WE PUT INTO LL AS OF 2-2
 6 (LAST READING DATE)..CDA

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 0745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 3
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
 LLRD MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

03/13/97 32837 CUSTOMER INFORMATIVE
 REMARK ADAM WAS INTO A LEASE AGREEMENT FROM 5-96 TO 5-97...MOVED WITH AGREEMENT TO KEEP GAS IN HIS NAME UNTIL LLRD RE-RENTED... ADAM THOUGHT LLRD WOULD CALL WHEN NEW TENANTS CAME IN...LLRD DIDNT AND TENANT 2 DIDNT CALL FOR SERVICE 7-18 TO 12-1...TENANT 3 (BRENDA HOUGH) ALSO OWED WOFF...DISPUTE BETWEEN ADAM/LL
 03/11/97 60136 PREMISE INFORMATIVE
 REMARK LLRD VERIFIES ADAM MOVED OUT IN JULY ADV HER NO CALL TO FINAL ADDRESS CHGD PER POST OFFICE LLRD SAYS 2 TENANTS HAVE LIVE D HERE SINCE ADAM ADV NEEDS TO GO TO RENTAL AGENCY GET LEASE S AND BRING INTO OFFICE

TRAN CODE - ____

PF3 - END

PF6 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 4
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

03/04/97 60331 CUSTOMER INFORMATIVE
REMARK ADAM CLAIMS HE MOVED OUT OF THIS PROPERTY IN JUNE OR JULY &
HE DOESN'T OWE THIS BILL / ADV HIM WE WEREN'T NOTIFIED OF
THIS CHANGE & HE IS RESPONSIBLE UNLESS HE CAN GET THE LLRD
TO ASSUME THE CHARGES..HE SAID HE WILL BE IN TOUCH

02/14/97 32893 PREMISE INFORMATIVE
REMARK LEFT CARD FOR CUSTOMER TO CALL US TO GAIN ACCESS TO METER
FOR METER SURVEY = SCHEDULE APPOINTMENT FOR 842

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO	8745550-17	CYCLE 19	STATUS	FINALED	ON DATE 05/96	PAGE 5
NAME	HEADRICK, ADAM L		RD ROUTE	7038	APPR	RMKI CRED
SERV ADD	834 S MINNESOTA AVE					06/09/97
CITY/ST	SIoux FALLS, SD		BALANCE	479.01		CIS ACTIVITY CASO
	LLRD				MAIL	SERV G

RMKI ***** REMARKS INFORMATION *****

DATE TAKEN	OPER	SEGMENT	TYPE OF REMARK
02/07/97	33478	CUSTOMER	INFORMATIVE

REMARK ADV ANTONY W LOYD 433-29-4663 NEEDS TO SHOW PICTURE ID AND L
EASE TO START SERVICE HERE NO PYT SINCE AUG

12/12/96	32837	CUSTOMER	INFORMATIVE
----------	-------	----------	-------------

REMARK ADDED FORWARD ADDRESS PER NOTICE FROM THE POST OFFICE.

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 6
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
LLRD SERV G

RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

12/06/96 60331 CUSTOMER INFORMATIVE
REMARK ANTHONY LLOYD CLLD TO SEE IF WE CAN PUT SERV INTO HIS NAME
TODAY IF HE GOES INTO OFFICE TODAY W/ ID ECT..ADV HIM IT
WOULD BE 12-9 OR 12-10

02/29/96 32893 PREMISE INFORMATIVE
REMARK RED TAG FURN NEEDS TO BE CLEANED AND CKED MAKING 750PPM CO
FURN FULL OF SOOT 886

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 7
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

02/27/96 33440 PREMISE INFORMATIVE
REMARK MAN THAT TRIED TO LIGHT FURNACE IS IN THE HOSP-GAS DISP SD
IT SHOULD HAVE BEEN ON ORDER-ALSO, MRS SD THEY HAD BEEN SMEL
LING GAS FOR SEVERAL DAYS AND REPORTED IT TO LLRD

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8762790-20 CYCLE 19 STATUS ACTIVE ON DATE 06/09/97 ATTACHMENT 3 PAGE 1
 NAME HAGEMANN, MARK A RD ROUTE 7048 APPR RMKI
 SERV ADD 709 S 2ND AVE APT 3
 CITY/ST SIOUX FALLS, SD BALANCE 0.00 CIS ACTIVITY NONE
 LLRD SERV G
 RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

02/27/97 33440 PREMISE INFORMATIVE
 REMARK ADAM HEADLEY CLD TO START SERV HERE-FOUND ACTIVE ACCT IN HIS
 NAME AT 8745550-17-UP FOR DISC FOR NON PAY-HE STATES HE HASN
 'T LIVED THERE FOR A LONG TIME-HE THOUGHT LLRD WLD FINAL HIS
 SERV THERE-WILL COME TO OFF TO TRY AND STRAIGHTEN OUT AND WI
 LL NEED SERV HERE IF HE PAYS OR PROVES BILL NOT HIS
 09/10/96 60435 PREMISE INFORMATIVE
 REMARK ADVISED OWNER MR ROBINSON GAS METER WAS UNLOCKED PER INSTRU
 TION 9-9-96

TRAN CODE - ____

PF3 - END

PF8 - FWD

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
 LLRD MAIL SERV G
 APPI ***** RESIDENTIAL SERVICE APPLICATION INFORMATION *****
 MARITAL STATUS SINGLE APPLICATION NUMBER 960032263
 MAIDEN NAME
 OTHER OCCUPANTS HAMMAR, MARK//SELF EMPLOYED
 EMPLOYER AUGUSTANA STUDENT NO OF YEARS
 POSITION WORK PHONE
 SPOUSE NAME SPOUSE SSN
 EMPLOYER WORK PHONE
 RELATIVE NAME HEADRICK, STEVE RELATIONSHIP FATHER
 RELATIVE ADDR 707 W ELM CITY FLANDREAU STATE SD
 ZIP 57028 PHONE 605-997-2080
 LANDLORD NAME
 PREVIOUS ADDR
 PREVIOUS UTL NONE
 DEPOSIT INFO NONE
 LIFE SUPPORT EQ NONE USED BY

TRAN CODE - ____

PF3 - END

PF15 - MENU

ACCT NO 8807230-13 CYCLE 19 STATUS INACTIVE ON DATE 07/96 PAGE 1
NAME HAMMAR, MARK H RD ROUTE 7070 APPR
SERV ADD 619 W 13TH ST 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 0.00 CIS ACTIVITY NONE
LLRD MAIL SERV G

APPI ***** RESIDENTIAL SERVICE APPLICATION INFORMATION *****
MARITAL STATUS SINGLE APPLICATION NUMBER 960061325
MAIDEN NAME
OTHER OCCUPANTS HEADRICK, ADAM--CONSTRUCTION
EMPLOYER VIDEO MANIA NO OF YEARS
POSITION SALES WORK PHONE
SPOUSE NAME WORK PHONE
EMPLOYER WORK PHONE
RELATIVE NAME FRED HOWE RELATIONSHIP LLRD
RELATIVE ADDR CITY STATE
ZIP PHONE 605-336-7478
LANDLORD NAME FRED HOWE PHONE 605-336-7478
PREVIOUS ADDR 834 S MINNESOTA AVE CITY SIOUX FALLS STATE SD
PREVIOUS UTL NONE
DEPOSIT INFO NONE
LIFE SUPPORT EQ USED BY

TRAN CODE - _____

PF3 - END

PF15 - MENU

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMK1 CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
 LLRD MAIL SERV G

TRHI ***** TRANSACTION HISTORY *****
 DATE CHG TRAN FIELD CHANGED DATA BEFORE KEY OPER TENANT
 12/30/96 CASO CREDIT ARRANGEMENT 99999 17
 12/26/96 CASO CREDIT ARRANGEMENT 70712 17
 12/12/96 IRMK INSTALL REMARKS 32837 17
 12/12/96 NAME INSTALL MAIL ADDRESS 32837 17
 12/10/96 MISC NODE CODE 99999 17
 12/10/96 MISC NETWORK CODE 99999 17
 12/06/96 IRMK INSTALL REMARKS 60331 17
 10/24/96 MISC METER EST HEAT FACT 0.1233 G30 99999 17
 10/24/96 MISC METER BASE LOAD 1.0000 G30 99999 17
 05/21/96 APPU INSTALL 960032263 70443 17
 03/01/96 MISC METER EST HEAT FACT 0.0938 G30 99999 15
 02/29/96 IRMK INSTALL REMARKS 32893 15
 02/29/96 MISC TAG CODE N 32893 15
 02/27/96 IRMK INSTALL REMARKS 33440 15
 10/24/95 MISC METER EST HEAT FACT 0.0932 G30 99999 14
 10/24/95 MISC METER BASE LOAD 1.0220 G30 99999 14
 TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

ACCT'NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 ATTACHMENT 7 PAGE 1
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
MISI ***** MISCELLANEOUS INFORMATION - MAIL ADDRESS *****
MAIL ADDRESS 619 W 13TH ST

CITY SIOUX FALLS STATE SD ZIP 57104 4320

MAIL ADDRESS EFFECTIVE DATE
MAIL ADDRESS EXPIRATION DATE

TRAN CODE - _____

PF3 - END

PF15 - MENU

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

IN THE MATTER OF THE COMPLAINT FILED	)	ORDER FOR AND NOTICE
BY ADAM HEADRICK, SIOUX FALLS, SD,	)	OF HEARING
AGAINST MIDAMERICAN ENERGY COMPANY	)	
REGARDING A BILL	)	NG97-006

On May 2, 1997, the South Dakota Public Utilities Commission (Commission), received a complaint from Adam Headrick, Sioux Falls, SD, against MidAmerican Energy Company (MidAmerican) regarding a bill for services which Mr. Headrick claims he did not receive. According to the complaint, MidAmerican is charging Mr. Headrick for natural gas services which were incurred at Mr. Headrick's previous address after he had notified MidAmerican to disconnect services and he had moved from that address. Mr. Headrick is asking the Commission to remove his name from the account at the old address.

At its regularly scheduled May 13, 1997, meeting, the Commission found probable cause of an unlawful or unreasonable act, rate, practice or omission and served the complaint on MidAmerican. MidAmerican filed its response on June 11, 1997.

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-34A, and ARSD 20.10.01.15.02 and .03.

The issue at the hearing is whether Mr. Headrick provided MidAmerican notice in July 1996 to disconnect service at 834 S. Minnesota, Sioux Falls, SD.

A hearing shall be held at 11:00 a.m., on Monday, July 14, 1997, at the Embassy 1 Room in the Holiday Inn City Centre, 100 W. 8th Street, Sioux Falls, SD. 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 hearings, the Final Decision will be based solely on the testimony and evidence provided, if any, during the hearings 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 Mr. Headrick provided MidAmerican notice in July 1996 to disconnect service at 834 S. Minnesota, Sioux Falls, SD.

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 30th day of June, 1997

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

Adrian Kacho

Date

6/30/97

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION
Commissioners Burg, Nelson and
Schoenfelder

William Bullard, Jr.

WILLIAM BULLARD, JR.
Executive Director



LAW OFFICES OF

EAST RIVER LEGAL SERVICES

335 N. Main Ave., Suite 300, Sioux Falls, South Dakota 57102-0305
Telephone (605) 336-9230 WATS 1-800-952-3015

Fax (605) 336-6919

July 7, 1997

WILLIAM BULLARD, JR.
EXECUTIVE DIRECTOR
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
STATE CAPITOL BUILDING
PIERRE, SD 57501

RECEIVED

JUL 09 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: South Dakota Public Utilities Commission
Docket No. NG97-006
Request for **SUBPOENA DUCES TECUM**

FAX Received JUL 07 1997

Dear Mr. Bullard:

We are requesting the PUC issue a Subpoena Duces Tecum to:
MidAmerican Energy, 114 S. Main Ave., Sioux Falls, SD 57102, for
the following:

- 1.) All phone records during the month of
July, 1996 for 834 South Minnesota Ave.,
Sioux Falls, SD 57104
- 2.) All phone records during the month of
August, 1996 for 834 South Minnesota Ave.,
Sioux Falls, SD 57104

If you have any questions regarding this request, please
feel free to contact me at any time.

Sincerely,

Karen Hattervig
Karen Hattervig

Attorney at Law

attorney for Adam Headrick

sq

cc: MidAmerican Energy
Adam Headrick

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
STATE CAPITOL BUILDING
Pierre, SD 57501

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,) SUBPOENA DUCES TECUM
AGAINST MID-AMERICAN ENERGY COMPANY) NG97-006
REGARDING A BILL)

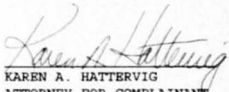
TO: Mid-American Energy
114 S. Main Ave.
Sioux Falls, SD 57104

YOU ARE HEREBY DIRECTED TO SUBMIT TO THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION, AT THE HEARING ON JULY 14, 1997, WITH A COPY TO COMPLAINANT'S ATTORNEY, KAREN HATTERVIG AT 335 NORTH MAIN AVENUE, SUITE 300, SIOUX FALLS, SOUTH DAKOTA 57104, THE FOLLOWING DOCUMENTS:

- 1.) All phone records during the month of July, 1996 for 834 South Minnesota Ave., Sioux Falls, SD 57104
- 2.) All phone records during the month of August, 1996 for 834 South Minnesota Ave., Sioux Falls, SD 57104

IF YOU FAIL TO OBEY THIS SUBPOENA, YOU ARE SUBJECT TO CRIMINAL LIABILITY UNDER SDCL 61-3-9

DATED THIS 2nd DAY OF July, 1997


KAREN A. HATTERVIG
ATTORNEY FOR COMPLAINANT



MidAmerican Energy Company
One RiverCenter Place
100 East Second Street
P.O. Box 4350
Des Moines, Iowa 50308
319 281-8000 Telephone
319 283-8021 Facsimile

Karen M. Huizenga
Attorney

July 10, 1997

By Federal Express

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

RECEIVED

JUL 11 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Docket No. NG97-006
South Dakota Public Utilities Commission

Dear Mr. Bullard:

Enclosed are MidAmerican Energy Company responses to the two queries posed in the Subpoena Duces Tecum prepared by the Complainant in this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Karen M. Huizenga", written over a horizontal line.

KMH-ckt
Encl.

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
STATE CAPITOL BUILDING
Pierre, SD 57501

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,) RESPONSE TO
AGAINST MIDAMERICAN ENERGY COMPANY) SUBPOENA DUCES TECUM
REGARDING A BILL) NG97-006

TO: Karen A. Hattervig
East River Legal Services
335 North Main Avenue - Suite 300
Sioux Falls, South Dakota 57102-0305

Request

All phone records during the month of July, 1996 for 834 South Minnesota Ave.,
Sioux Falls, SD 57104

Response

MidAmerican Energy Company is in the possession of no records of phone contacts concerning its account at 834 South Minnesota Ave., Sioux Falls, SD 57104 during the month of July 1996. However, MidAmerican does have a record generated in July 1996 for a customer named Mark H. Hammer requesting gas service at the address 619 W. 13th St., Sioux Falls, SD. This record does list the customer's previous address as 834 S. Minnesota Avenue, Sioux Falls, SD 57104.

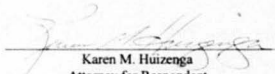
Request

All phone records during the month of August, 1996 for 834 South Minnesota Ave.,
Sioux Falls, SD 57104

Response

MidAmerican Energy Company is in the possession of no records of phone contacts concerning its account at 834 South Minnesota Ave., Sioux Falls, SD 57104 during the month of August 1996.

Dated this 10th day of July, 1997.


Karen M. Huizenga
Attorney for Respondent

ACCT NO 8807230-13 CYCLE 19 STATUS INACTIVE ON DATE 07/96 PAGE 1
NAME HAMMAR, MARK H RD ROUTE 7070 APPR
SERV ADD 619 W 13TH ST
CITY/ST SIOUX FALLS, SD BALANCE 0.00 06/08/97
LLRD MAIL CIS ACTIVITY NONE
SERV G

APPI ***** RESIDENTIAL SERVICE APPLICATION INFORMATION *****
MARITAL STATUS SINGLE APPLICATION NUMBER 960061325
MAIDEN NAME
OTHER OCCUPANTS READRICK, ADAM--CONSTRUCTION
EMPLOYER VIDEO MANIA NO OF YEARS
POSITION SALES WORK PHONE
SPOUSE NAME SPOUSE SSN
EMPLOYER WORK PHONE
RELATIVE NAME FRED HOWE RELATIONSHIP LLRD
RELATIVE ADDR CITY STATE
ZIP PHONE 605-336-7478
LANDLORD NAME FRED HOWE PHONE 605-336-7478
PREVIOUS ADDR 834 S MINNESOTA AVE CITY SIOUX FALLS STATE SD
PREVIOUS UTL NONE
DEPOSIT INFO NONE
LIFE SUPPORT EQ USED BY

TRAN CODE - _____

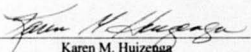
PF3 - END

PF15 - MENU

PROOF OF SERVICE

I hereby certify that I have on this 10th day of July, 1997 served a copy of the foregoing document on the following party:

Karen A. Hattervig
East River Legal Services
335 North Main Avenue - Suite 300
Sioux Falls, South Dakota 57102-0305



Karen M. Huizenga

ORIGINAL

1

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE
COMPLAINT FILED BY ADAM
HEADRICK, SIOUX FALLS, SD,
AGAINST MIDAMERICAN ENERGY
COMPANY REGARDING A BILL.

No. NG97-006

RECEIVED

JUL 28 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Holiday Inn City Center
Sioux Falls, SD
July 14, 1997
11:15 a.m.

HEARING

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

APPEARANCES

Ms. Karen A. Hattervig
EAST RIVER LEGAL SERVICES
335 North Main Avenue, Suite 300
Sioux Falls, SD

on behalf of Adam Headrick;

Ms. Karen M. Huizenga
MIDAMERICAN ENERGY COMPANY
106 East 2nd Street
PO Box 4350
Davenport, IA 52808

on behalf of MidAmerican Energy;

Ms. Kristi Geisler-Holm
DAVENPORT, EVANS, HURWITZ & SMITH
513 South Main Avenue,
Sioux Falls, SD

on behalf of MidAmerican Energy.

Advanced Reporting
(605) 332-9050

PO Box 510, Sioux Falls, SD 57101

INDEX OF EXAMINATIONS

	DX	CX	RDY	RCX	RDY	RCX	RDY
<u>COMPLAINANT'S</u>							
<u>ADAM HEADRICK</u>	9	21	30	36			
<u>MARCIA EBERLE</u>	40	49	57				
<u>DEFENDANT'S</u>							
<u>JOHN NIBAU</u>	61	64	70	71			
<u>JEANNETTE LOSE</u>	72	84	91	93	96	102	104
<u>CHERYLL AHNBERG</u>	105	111	116				

Advanced Reporting
(605) 332-9050

PO Box 510, Sioux Falls, SD 57101

1 INDEX OF EXHIBITS

2 Marked Offered Received

3 Complainant's Exhibits

4 Exhibit A - 5 7 8
 5 Rental Agreement, 4/19/96
 6 Exhibit B - 5 7 8
 7 Rental Agreement, 7/11/96
 8 Exhibit C - 5 7 8
 9 Rental Agreement, 7/17/96
 10 Exhibit D - 118 118 118
 11 Account Receivable History
 12 Information re Adam Headrick

13 Defendant's Exhibits

14 Exhibit 1 - 5 7 7
 15 Authorization Form
 16 Exhibit 2 - 5 7 7
 17 Remarks Information, date
 18 taken 2/27/96, Headrick
 19 Exhibit 3 - 5 7 7
 20 Remarks Information, date
 21 taken 2/27/97 & 9/10/96,
 22 Headrick
 23 Exhibit 4 - 5 7 7
 24 Transaction History, Headrick
 25 Exhibit 5 - 5 7 7
 Misc. Information - Mail
 Address, Headrick
 Exhibit 6 - 5 7 7
 Credit Information, Headrick
 Exhibit 7 - 5 7 7
 Residential Service Application
 Information, Headrick

Advanced Reporting
 (605) 332-9050

PO Box 510, Sioux Falls, SD 57101

INDEX TO EXHIBITS - Continued

	Marked	Offered	Received
Exhibit 8 -	5	7	7
Remarks Information, date taken 2/7/97 & 12/12/96, Headrick			
Exhibit 9 -	5	7	7
Credit Arrangements Mult, Headrick			
Exhibit 10 -	5	7	7
Remarks Information, date taken 5/9/97 & 4/7/97, Headrick			
Exhibit 11 -	5	7	7
Remarks Information, date taken 4/7/97 & 3/19/97, Headrick			
Exhibit 12 -	5	7	7
Remarks Information, date taken 3/4/97 & 2/14/97, Headrick			
Exhibit 13 -	5	7	7
Remarks Information, date taken 3/13/97 & 3/11/97, Headrick			
Exhibit 14 -	5	7	7
Residential Service Application Information, Hammar			
Exhibit 15 -	5	7	7
Credit Arrangements Mult, Headrick			
Exhibit 16 -	5	7	7
Remarks Information, date taken 12/6/96 & 2/29/96, Headrick			

* * *

The originals of Exhibits 1-16 and Exhibits A-D were retained with the original transcript.

Advanced Reporting

(605) 332-9050

PO Box 510, Sioux Falls, SD 57101

1 (Defendant's Exhibit Nos. 1-16 were marked.)

2 (Complainant's Exhibits A-C were marked.)

3 CHAIRMAN BURG: We're here this morning in
4 the matter of the complaint filed by a Allen -- Adam
5 Headrick, Sioux Falls, South Dakota, against
6 MidAmerican Energy Company regarding a bill. The time
7 is 11:15 a.m., the date is July 14th, 1997, and
8 location of the hearing is the Embassy 1 Room in the
9 Holiday Inn City Center, 100 West 8th Street,
10 Sioux Falls, South Dakota.

11 I am Jim Burg, Commission Chairman. Commissioner
12 Laska Schoenfelder is here now and we expect the other
13 commissioner, Pam Nelson, shortly. I am presiding
14 over this hearing. This hearing was noticed pursuant
15 to the commission's order for and notice of hearing
16 issued on June 30, 1997. The issue at this hearing is
17 whether Mr. Headrick provided MidAmerican Energy
18 Company notice in July 1996 to disconnect service at
19 the 834 South Minnesota, Sioux Falls, South Dakota.

20 All parties have the right to be present and be
21 represented by an attorney. All persons so testifying
22 will be sworn in and subject to cross-examination by
23 the parties. The commission's final decision may be
24 appealed by the parties to the South Dakota Circuit
25 Court and the South Dakota Supreme Court.

1 At this time I will take the appearances for the
2 parties. We'll go first with the complainant.

3 MS. HATTERVIG: I'm Karen Hattervig. I
4 represent Adam Headrick.

5 CHAIRMAN BURG: Thank you.

6 MS. HUIZENGA: My name is Karen Huizenga.
7 I'm an employee of MidAmerican Energy Company. Also
8 with us is --

9 MS. HOLM: Kristi Holm with the Davenport
10 Law Firm appearing as local counsel.

11 CHAIRMAN BURG: Do either one of you wish to
12 make an opening statement?

13 MS. HATTERVIG: I think maybe I would just
14 like to say that the notice says that it's a
15 disconnect; but as I was reading the regulations, that
16 there's a difference between a disconnect and a
17 transfer. And I don't think when Adam made his
18 complaint and everything, he understood the difference
19 between a disconnect a transfer. So I'd just like to
20 have the commission understand that he used the word
21 disconnect and it may not be disconnect when we end
22 this whole hearing, that it may be an issue about
23 transfer.

24 MS. HUIZENGA: I have no opening statement
25 to make. However, we do have a preliminary matter as

1 far as admitting exhibits. MidAmerican has had marked
2 Defendant's Exhibits 1 through 16 which consist of
3 business records of MidAmerican Energy Company. These
4 records were all appended to the answer MidAmerican
5 made to the complaint, and pursuant to agreement among
6 the parties, MidAmerican asks that these be -- be
7 entered as the business records of MidAmerican.

8 (Defendant's Exhibit Nos. 1-16 were offered.)

9 CHAIRMAN BURG: Is there any objection?

10 MS. HATTERVIG: No, there is not.

11 CHAIRMAN BURG: Okay. They will be
12 admitted.

13 (Defendant's Exhibit Nos. 1-16 were received.)

14 CHAIRMAN BURG: Do you have any?

15 MS. HATTERVIG: I have three exhibits and, I
16 don't know, I guess we haven't discussed it but do you
17 have any objections?

18 MS. HUIZENGA: No.

19 MS. HATTERVIG: Okay. We have three
20 exhibits marked A, B and C for the plaintiff that
21 we'll be asking to have entered and they are the
22 different leases that are involved in this matter and
23 we would like to have them entered.

24 (Complainant's Exhibits A-C were offered.)

25 CHAIRMAN BURG: Do you have any objection to

1 them being entered at this time or do you wish to
2 wait --

3 MS. HUIZENGA: MidAmerican has no objection
4 at this time.

5 CHAIRMAN BURG: Do you have extra copies of
6 those, by any chance?

7 MS. HATTERVIG: Just have one. I don't have
8 three for all three commissioners but I have one of
9 each one.

10 CHAIRMAN BURG: We can probably get by with
11 that. And does the court reporter have a copy of
12 those?

13 MS. HATTERVIG: Okay. I will -- I guess I
14 wasn't sure how that worked. So I would give her --

15 CHAIRMAN BURG: Yeah, she better mark them.
16 Have her mark them.

17 MS. HATTERVIG: They're marked.

18 CHAIRMAN BURG: Okay. Are you asking their
19 admission at this time?

20 MS. HATTERVIG: Right, yes.

21 CHAIRMAN BURG: Is there any objection?

22 MS. HUIZENGA: No, there's no objection.

23 CHAIRMAN BURG: Then they will be admitted.

24 (Complainant's Exhibits A-C were received.)

25 MS. HATTERVIG: I need one to refer to.

1 CHAIRMAN BURG: Why don't you give us the
2 court reporter's copy we can follow on. We'll make
3 sure they get back to the record.

4 Okay. You may call your first witness as the
5 complainant.

6 MS. HATTERVIG: We call Adam Headrick.

7 CHAIRMAN BURG: You want to take the chair
8 in the middle, Mr. Headrick, and you will need to be
9 sworn in by the court reporter.

10 ADAM HEADRICK,
11 called as witness, being first duly sworn, testified
12 as follows:

13 DIRECT EXAMINATION BY MS. HATTERVIG.

14 Q. Adam, do you want to state your name,
15 please.

16 A. Adam Lynn Headrick.

17 Q. Okay. And where do you reside?

18 A. Now?

19 Q. Mm-hmm (Yes).

20 A. I currently live at 2210 South Euclid.

21 Q. Here in Sioux Falls, South Dakota?

22 A. Yes.

23 Q. Okay. And what is your occupation?

24 A. I am a student at Augustana College and I'm
25 also a waiter right now at Touch of Europe.

1 Q. Okay. And during the times in question here
2 when you rented an apartment at 834 South Minnesota,
3 were you a student at Augustana then too?

4 A. Yes, I was.

5 Q. Okay. Now, when you lived -- when did you
6 live at 834 South Minnesota?

7 A. Moved in around May 1st and I moved out
8 around mid July.

9 Q. Of what year?

10 A. '96.

11 Q. Okay. And this is what we've marked as
12 Exhibit A. Do you recognize that?

13 A. Yes.

14 Q. And what is that?

15 A. It's my lease for the 834 South Minnesota.

16 Q. Okay. And who was your landlord at 834
17 South Minnesota?

18 A. Marcia and Ben Eberle.

19 Q. Now, the lease, I believe, is for a one-year
20 lease starting May 1st, 1996; is that right?

21 A. Yes.

22 Q. And it was supposed to expire the last part
23 of April '97?

24 A. Yes.

25 Q. Okay. But you testified that you moved out

1 before then, right?

2 A. Yes.

3 Q. Okay. Why did you move out before then?

4 A. At that time I had some problems with -- I
5 had some problems with my job going on and coming up
6 with money and certain things like that and I talked
7 to Ben and Marcia. I went and talked to the landlords
8 and told them if we can work out anything, if I could
9 move out and they said, yes, we could work something
10 out.

11 Q. Okay. Now, what did you do about the
12 utilities when you moved out of 834 South Minnesota
13 Avenue?

14 A. We mostly transferred them. You know, we
15 tried to transfer or cancel them and when we moved --
16 we moved -- me and my roommate moved to 619 West 13th
17 Street, another address.

18 Q. Who was the "we" you testified to?

19 A. My roommate is Mark Hammar.

20 Q. And did he live with you at 834 South
21 Minnesota Avenue?

22 A. Yes, he did.

23 Q. And did he live with you at 619 West 13th
24 Street?

25 A. Yes.

1 Q. Now, the gas at 834 South Minnesota Avenue
2 was in your name; is that right?

3 A. Yes.

4 Q. Okay. And when you were using the gas or
5 had the gas turned on at 834 South Minnesota, did you
6 give MidAmerica some information about you and how to
7 reach you and your family's name?

8 A. Yes.

9 Q. And why was that?

10 A. I don't know why. I would assume that maybe
11 they would ask that in case anything went wrong or
12 they'd need contacts or something.

13 Q. Did they ask for that information?

14 A. Yes, they did.

15 Q. And I'll show you what's been marked as
16 Defendant's Exhibit 7. Is that information about you?

17 A. Yes.

18 Q. Okay. And what -- what do you see on there?

19 A. Well, on this one it has my roommate's name,
20 that he goes to Augustana. It has my father's name,
21 Steve Headrick, in Flandreau, South Dakota, with the
22 permanent address and his phone number that he can be
23 reached and that's it on this one.

24 Q. Okay. Is all that information on there
25 correct information?

1 A. Yes, it is.

2 Q. Okay. Now, also I'll show you what's been
3 marked as Defendant's Exhibit 6. Is this more
4 information, personal information about you?

5 A. Yes, it is.

6 Q. Okay. And it's on MidAmerica forms?

7 A. Yes.

8 Q. Okay. And what does it show on this form?

9 A. It has my social security number, my phone
10 number which is a cell phone, (605) 351-4321, and
11 that's all the information about me that I see on
12 there.

13 Q. Okay. Now, you said that that phone number
14 is a cell phone?

15 A. Yes, it is.

16 Q. Okay. So if MidAmerica was to call you, was
17 that number ever disconnected?

18 A. No.

19 Q. Okay. Has it ever been disconnected from
20 the time you lived at 834 South Minnesota to the
21 present?

22 A. No. I still use it today.

23 Q. Okay. And if -- is the cell phone always
24 turned on?

25 A. It's -- It's always -- I shouldn't say that

1 it's always turned on. To be on it means you have to
2 have the power button on and then it will ring, but it
3 will have a message, you know, that this cell phone is
4 either out of service right now or that I've reached
5 my destination, so.

6 Q. Does it also say that they should call back?

7 A. I'm not sure exactly what the -- what the
8 call says, the recording that comes on.

9 Q. But it wouldn't say -- it wouldn't say that
10 it's been disconnected?

11 A. No.

12 Q. Okay. Now, when you moved out of 834 South
13 Minnesota to 619 West 13th Street, did you call
14 MidAmerica?

15 A. I -- I've said this from the beginning, I
16 cannot honestly remember a year ago if I did call and
17 tell them that I was moving; but when I talked to
18 Marcia and Ben when they talked to MidAmerican, they
19 said that I told them that I was going to be moving.

20 Q. Okay. Let's not talk about what Marcia and
21 Ben said.

22 A. Okay.

23 Q. So you don't particularly remember calling?

24 A. I can't say I remember exactly that I called
25 MidAmerican Energy, no.

1 Q. Did you have any problems after you moved
2 out of 834 South Minnesota with your NSP bill or your
3 telephone bill or anything like that?

4 A. No.

5 Q. Okay. So did they get disconnected or
6 transferred appropriately?

7 A. Yes.

8 Q. Now, when you moved out of 6 -- or 834 South
9 Minnesota, did you put in a change of address card at
10 the post office?

11 A. Yes, I did.

12 Q. Okay. And when did you do that?

13 A. About the time that I moved out of 834 South
14 Minnesota, so it would have been around mid July.

15 Q. Of '96?

16 A. Yes, '96.

17 Q. And what address did you tell them at the
18 post office to send your mail to?

19 A. To 619 West 13th Street.

20 Q. While you were living at 619 West 13th
21 Street, did you receive any bills from MidAmerica Gas
22 Company about bills over at 834 South Minnesota
23 Avenue?

24 A. No, I didn't.

25 Q. Okay. How long did you live at 619 West

1 13th Street?

2 A. About two months.

3 Q. Okay. And then where did you go from there?

4 A. Around mid September, September 17th or
5 18th, I left the country. I went to Europe for three
6 months on a backpacking trip.

7 Q. And did you have anyone collecting your mail
8 and taking care of your bills while you were gone?

9 A. Yeah. My parents were taking care of those
10 for me.

11 Q. Okay. And did all that get taken care of
12 while you were gone?

13 A. Everything that we received was taken care
14 of.

15 Q. And do you know if you ever received a bill
16 from MidAmerica Energy about bills owing at 834 South
17 Minnesota Avenue?

18 A. No, we didn't.

19 Q. Okay. Now, when you moved in to 619 West
20 13th Street, did you or your roommate call MidAmerica
21 to get the gas turned on at that address?

22 A. Yes. My roommate Mark called and we -- we
23 got it switched over and it was in his name at 619.

24 Q. I'll show you what's been marked as
25 Defendant's Exhibit No. 14. Is that your roommate's

1 name at the top of that record?

2 A. Yes, it is.

3 Q. Okay. So this record shows that a Mark
4 Hammar called and had service turned on at 619 West
5 13th Street?

6 A. Yes.

7 Q. And do you see your name on this form?

8 A. Yes, it is, right there.

9 Q. And so you're listed as an occupant at this
10 address?

11 A. Yes.

12 Q. Do you also see your former address listed
13 on there?

14 A. Yes. Previous address, 834 South Minnesota
15 Avenue.

16 Q. Okay. So what was your belief as far as
17 having taken care of your gas bill at 834 South
18 Minnesota and starting it at 619 West 13th Street?

19 A. I believed everything was taken care of.

20 Q. Taken care of how?

21 A. Well, my balance was zero when I moved and
22 we had transferred the gas and I guess I assumed that
23 it was taken care of.

24 Q. Meaning?

25 A. I was done with my obligations at 834 South

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1 Minnesota.

2 Q. So you thought the gas had been transferred
3 to the new address?

4 A. Yes, I did.

5 Q. Okay. When did you find out that you still
6 had a bill owed at MidAmerica Gas Company?

7 A. When I got another apartment and was going
8 to school here, I called to hook up gas in my new
9 apartment and they told me that they wouldn't hook up
10 gas because I had an outstanding bill.

11 Q. Do you remember when that was?

12 A. It would have been February 27th, I believe.

13 Q. Okay. And did you talk to MidAmerica at
14 that time about that former bill?

15 A. Yeah. I talked to a phone representative,
16 and she just said that, you know, I needed to pay the
17 bill and they could not hook up gas.

18 Q. Okay. Did they offer you any kind of an
19 accommodation or -- or a chance to make a complaint
20 about this or anything?

21 A. You know, no, they didn't. We -- We talked
22 and she was just very sure that she -- I mean, she
23 didn't say a whole lot to me. She only said she
24 couldn't hook up the gas unless the bill was taken
25 care of.

1 Q. And this was in February of '97?

2 A. Yes.

3 Q. Okay. And what was the weather like then?

4 A. It was cold.

5 Q. And were you able to live at the apartment
6 that you'd rented?

7 A. No, I wasn't.

8 Q. Okay. Where did you live?

9 A. I stayed with friends in dorm rooms just on
10 their floors or wherever I could.

11 Q. Okay. And why was that?

12 A. Well, I was going to school and it was cold
13 in the house, and when I called to hook up the gas
14 they said that they wouldn't hook it up, so.

15 Q. Okay. How long were you not able to live in
16 your apartment?

17 A. Approximately a month.

18 Q. And then what happened?

19 A. Well, I finally -- Well, it had started to
20 warm up a bit, and I went home and got an electric
21 heater and I used an electric heater in my house.

22 Q. Do you -- are you aware that people moved in
23 after you at 834 South Minnesota Avenue?

24 A. Yes.

25 Q. And why are you aware of that?

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1 A. Well, I was keeping in contact with my
2 landlords because I did break the lease and I told
3 them that, you know, we'd take care of things until
4 someone else moved in. And so I was waiting until
5 someone moved in and people moved in, so that's why I
6 knew about it.

7 Q. Okay. Do you know when the people moved in?

8 A. I would guess, you know -- I don't know any
9 exact dates but sometime maybe after -- after I moved
10 out so sometime towards the end of July.

11 MS. HOLM: I would object to that as
12 hearsay.

13 CHAIRMAN BURG: Is there any comment?

14 MS. HATTEVIG: Well, I think I can reword
15 it.

16 CHAIRMAN BURG: Objection granted.

17 Q. So you don't know exactly who moved in after
18 you?

19 A. No, I don't.

20 Q. Did you pay rent up to the time the new
21 people moved in?

22 A. Yes.

23 Q. Okay. Do you believe that you were
24 responsible for any of the unpaid bills at 834 South
25 Minnesota Avenue?

1 A. No, I don't.

2 Q. And why is that?

3 A. Because I feel that I did what I needed to
4 to get things transferred and I have proof that I
5 didn't live there and I don't see anything fair about
6 someone who doesn't live in a house that has to pay
7 gas. I mean, I don't see why I should have to pay gas
8 for the other tenants.

9 MS. HATTERVIG: I have no further
10 questions.

11 CHAIRMAN BURG: Cross?

12 MS. HUIZENGA: Yes, Your Honor.

13 MS. HOLM: Can we go off the record a
14 second.

15 (An off-the-record discussion was held.)

16 CHAIRMAN BURG: Before we go any further,
17 let's put on the record that Commissioner Nelson
18 joined at approximately 11:25 a.m.

19 Okay. You may proceed with your cross.

20 CROSS-EXAMINATION BY MS. HUIZENGA:

21 Q. Mr. Headrick, my name is Karen Huizenga and
22 I represent MidAmerican and I just have a few
23 questions for you. Your complaint states that you
24 called MidAmerican when you found out you'd be moving,
25 but as you stated today, you don't have an honest

1 recall of calling MidAmerican in July; is that
2 correct?

3 A. Correct.

4 Q. Okay. And I believe it was your testimony
5 using Defendant's Exhibit No. 14 -- and let me give
6 you a copy of that so you know which one I'm referring
7 to -- on direct examination we were discussing the
8 fact that Mr. Hammar, your roommate, is the individual
9 who requested service at the new address; is that
10 correct?

11 A. Yes.

12 Q. And that, therefore, you did not have
13 service transferred in your name to the new address?

14 A. That's correct.

15 Q. Okay. So Mr. Hammar established service. I
16 realize you may not be aware of terminology and how
17 it's used, but if you're moving from one address to
18 another and we have one customer to another customer,
19 this is generally not considered transfer. It's
20 establishing a new service in someone's name. On
21 the -- the exhibit is Mark Hammar, correct?

22 A. Yes.

23 Q. And Mr. Hammar's previous address is listed
24 as 834 South Minnesota; is that correct?

25 A. Yes.

1 Q. All right. And at the time Mr. Hammar
2 called in or went in, or however he did it, and I'm
3 not going to ask for your recall of what he did, do
4 you know if he requested service be disconnected in
5 your name at 834 South Minnesota? Of your own
6 knowledge do you know that?

7 A. No, I don't.

8 Q. Okay. When -- When you talked to your
9 landlords, landlord and landlady, about moving out of
10 that apartment after just a few months on your lease,
11 did you come to an agreement on responsibilities until
12 that property could be rerented?

13 A. Yes.

14 Q. Could you tell us what that agreement was?

15 A. Yeah. I went and talked to Ben and Marcia,
16 went over to their house, and I told them that I
17 realized that I was breaking the lease and that I was
18 wondering if we could work something out. And we came
19 to the agreement that as long as I was responsible for
20 the bills until someone moved in, that it would be
21 okay and we -- they both agreed.

22 Q. And which bills would these include?

23 A. The bills for the house.

24 Q. Would this include rent?

25 A. Yes.

1 Q. And electric service?

2 A. Yes.

3 Q. And water?

4 A. Water.

5 Q. Gas service?

6 A. Phone.

7 Q. That sort of thing?

8 A. Yes.

9 Q. Was there an arrangement on -- on how you
10 would be notified if a new tenant moved in?

11 A. Other than -- Other than she had my pager
12 number at the time and that we were just in constant
13 contact with each other.

14 Q. Okay. Did she or he, in fact, notify you
15 when -- when a new tenant moved in?

16 A. Yes.

17 Q. Okay. So you were aware there was a new
18 tenant?

19 A. Yes.

20 Q. And is that the point at which you no longer
21 paid rent?

22 A. Yes. That's when -- at that point I had
23 paid for the month of July and then I got a check back
24 for the remaining amount of -- however it works when
25 you get money back. I paid for the whole month and

1 people moved in so I got the money back for the days I
2 didn't live there.

3 Q. To your recall, was there any direct
4 agreement between the two of you of how the utility
5 companies would be notified that a new tenant had
6 moved in?

7 A. No.

8 Q. Okay. When you moved to 619 West 13th
9 Street, you testified that you provided mail
10 forwarding information to the post office; is that
11 correct?

12 A. Yes.

13 Q. And did you provide such information
14 directly to -- to anyone other than, say, the
15 landlord?

16 A. No. Just to the post office is where I took
17 the card.

18 Q. So that to the extent first-class mail was
19 being sent to you, you would have no idea other than
20 the post office why it would not have been delivered?

21 A. To my understanding, you fill out the card
22 and then your mail is forwarded to you. And that's
23 what I understood the card to do for me.

24 Q. And so, therefore, you have no idea why you
25 didn't receive any bills from MidAmerica?

1 A. No, I don't.

2 Q. When -- When you went to Europe for three
3 months, did you also fill out a card with the post
4 office at that time?

5 A. No. When I moved out of 619 West 13th
6 Street I hadn't received anything. All the bills were
7 finalized there so I didn't fill out one there.

8 Q. Okay. And you testified that your parents
9 took care of the mail from that point forward?

10 A. Yes. They took care of my Augustana College
11 box, things just like my financial statements that I
12 get from the banks, my cell phone bills, things like
13 that they took care of.

14 Q. In other words, those would have been sent
15 to your box at Augustana?

16 A. Yes.

17 Q. Okay. But as far as any first-class mail
18 that would have gone through the post office, you
19 didn't believe you were going to be receiving any and
20 so you did not provide a forwarding address?

21 A. Yeah. I hadn't received anything and had no
22 reason to believe that I would receive anything.

23 Q. Okay. And did you state that in February
24 you were moving into the Euclid address, your current
25 address?

1 A. No, no, not Euclid. That's my current
2 address now. I moved into the 709 South Second
3 Avenue. I signed the lease February 24th of '97 and I
4 called to hook up gas, I think it says the 27th of
5 February.

6 Q. Excuse me a second. I'm going through my
7 questions.

8 A. That's fine.

9 Q. Okay. You testified that the phone number
10 that you had given MidAmerican on its history sheet --
11 and I believe we discussed that particular exhibit,
12 it's Defendant's Exhibit No. 6, and I believe you've
13 looked at this on direct exam as well and that's --
14 that's where you list the cell phone number as (605)
15 351-4321; is that correct?

16 A. Yes. Yes.

17 Q. And that -- that number, if -- if the phone
18 is not on, it's not in service, it gives a message,
19 you said, that it says it's not in service?

20 A. Yes. Yes. And we called this a while back
21 just to know exactly what it says because I don't call
22 my own cell phone. But the message, I believe, is
23 something like, the customer you've tried to reach is
24 out of service or has reached his destination. It may
25 say call back again, it may not. I'm not sure, but I

1 think that's, you know, the gist of it.

2 Q. And I assume that that was not in service
3 while you were in Europe?

4 A. No, it was --

5 Q. And when did you return from Europe?

6 A. I returned from Europe December 18th.

7 Q. Okay. And you resided December 18th to
8 February --

9 A. I was with my parents for Christmas, was
10 with them, yes.

11 Q. And so, therefore, there would be no
12 forwarding address or there would be no answer on the
13 cell phone?

14 A. Well, unless I had it on, and I think -- I'm
15 pretty sure my range is -- Flandreau is in my range.
16 Whether I had the power button turned on or not, you
17 know, I don't think I did at that time to be honest.

18 Q. Now, I know you had a conversation on 2-27
19 that we've already discussed. At a later date did you
20 not go into the customer office at MidAmerican here in
21 Sioux City -- or Sioux Falls, I'm sorry?

22 A. Yeah. I did go into the office here.

23 Q. And when you came into the office, we have a
24 record from that date. I'll show you what's
25 Defendant's Exhibit No. 13. Why don't you go ahead

1 and look at that for the date of 3-13-97.

2 A. Okay.

3 Q. Is that not correct that as you've indicated
4 already, that you stated then that the agreement was
5 to keep the gas on til it was rerented and I believe
6 you've stated that already. Is it not correct that
7 you thought the landlord would call when the new
8 tenants moved in or is that your recall at that time?

9 A. Well, what had happened was I called, you
10 know, first initially on the 27th and then, you know,
11 I said -- well, I went and talked to Marcia and Ben
12 and, you know, was going to see if they knew anything
13 about it. And Marcia and Ben went down to the gas
14 company, and when I talked to them, they told me that
15 they had -- that I had said that I was moving but --
16 or that I was going to be moving but that I had not
17 moved yet. And then after that I went down to
18 MidAmerican Energy and just asked for copies of, you
19 know, anything I might need and this was on there. I
20 don't know exact -- understand exactly what your
21 question was, I guess.

22 Q. My question was that at that time did you
23 not tell the representative on the 3-13, which I think
24 is maybe previous to your recall of the conversation
25 when you asked for records, that you thought the

1 landlord would call when the new tenants came?

2 A. I don't know.

3 Q. You don't recall?

4 A. I'm sorry.

5 Q. That's fine. On the record that we showed
6 you where Mr. Hammar had established service at 619,
7 yes, I believe that's Defendant's Exhibit 14 --

8 A. Okay.

9 Q. -- is there anything on here that would say
10 that Mr. Hammar would be responsible for 834 South
11 Minnesota until it was rerented?

12 A. I don't think. I don't know -- I don't know
13 the technicalities of it. He was listed as an
14 occupant there and the gas was in my name, so.

15 MS. HUIZENGA: All right. I don't have any
16 further questions. Thank you, Mr. Headrick. That's
17 all I have.

18 CHAIRMAN BURG: Do these generate any
19 redirect?

20 MS. HATTERVIG: Yes, I have just a couple
21 questions.

22 REDIRECT EXAMINATION BY MS. HATTERVIG:

23 Q. Back on Defendant's Exhibit 14 where Mark
24 Hammar called in, there's a name of Fred Howe and a
25 telephone number for Fred Howe listed on that

1 exhibit. Who is Fred Howe, Adam?

2 A. I don't know. I don't know who Fred Howe
3 is.

4 Q. Are you looking at Exhibit 14?

5 A. Yes.

6 Q. Okay.

7 A. It says Fred Howe, relative name. I have no
8 idea who Fred Howe is.

9 Q. So you don't know the landlord's name where
10 you lived at 619 West 13th Street?

11 A. 619 West 13th Street. It would be on my
12 lease. I know we have a copy of that. I can't
13 remember right offhand what his name was.

14 Q. I'll show you what's been marked as
15 Exhibit B. Is this your lease for 619 West 13th
16 Street?

17 A. Yes.

18 Q. Okay. And is that a lease that you signed?

19 A. Yes.

20 Q. Is your name signed on there?

21 A. Yes.

22 Q. And Mark Hammar?

23 A. Yes.

24 Q. And do you know -- Let's see.

25 A. Brad Giebink, I believe, was his name.

1 Q. So this is the lease that -- that you signed
2 for 619 West 13th Street?

3 A. Yes.

4 Q. And does this show the initial term of the
5 lease as July 11th, 1996?

6 A. Yes.

7 Q. Would that be about the date you moved in,
8 then, to that address?

9 A. Roughly. I mean, there was transferring
10 over with the house and talking. I'm not exactly sure
11 when I was moved in, but.

12 Q. Okay. So if MidAmerica has Fred Howe listed
13 as your landlord at 619 West 13th Street, is that
14 incorrect?

15 A. I would think so.

16 Q. Okay.

17 A. I mean, I don't -- I don't know the name
18 Fred Howe.

19 Q. Were -- Were you or your parents in contact
20 at all with your landlords at 619 West 13th Street, do
21 you know?

22 A. Yes. Yes.

23 Q. After you went to Europe, do you know?

24 A. Yes. Because at that time it was -- it was
25 the same type of situation and my -- my mother was in

1 contact with the landlord working things out til they
2 got the house rerented so they were in contact the
3 whole time.

4 Q. Now, when you were in my office on Friday,
5 we recorded the message on your cell phone; is that
6 right?

7 A. Yes.

8 MS. HATTERVIG: Okay. I think it might
9 clear up things if I play the recording that it would
10 give if you called his cell phone.

11 CHAIRMAN BURG: Any objection?

12 MS. HOLM: I guess we would object to the
13 extent that we don't know it's for sure the same
14 message.

15 CHAIRMAN BURG: Any comment?

16 MS. HATTERVIG: His cell phone was turned
17 off on Friday. So to clear up what someone would get
18 when it's turned off, we called and we tape-recorded
19 it live Friday on my desk at my office and we do have
20 the tape of that.

21 CHAIRMAN SCHOENFELDER: I want to know if
22 it's turned off or disconnected. There's a difference
23 if it's a cell phone.

24 Q. (By Ms. Hattervig) What's the condition of
25 your cell phone then?

1 A. I was paying the same amount that I pay when
2 it was in use. It was not disconnected. The power
3 was off.

4 MS. HOLM: I guess then my question is just
5 based on my own knowledge for cell phones, I think
6 there is a difference in what the recording is if
7 you're in the same city, if you're roaming, and I'm
8 not sure what the status would have been at any time
9 calls were trying to be made, you know, if they --
10 just, for example, if they called and he was out of
11 state, I think there's a different message played than
12 if you are in the same state or in the same city. So
13 I don't know if we're going to be able to get an
14 accurate description of what the messages on the cell
15 phone would say.

16 CHAIRMAN BURG: Okay. Any other comments?

17 MS. HATTERVIG: I mean, he can testify where
18 his cell phone was and what the condition was while he
19 was in Europe, and I thought -- I think he already
20 did testify to that, that his mother had it but it was
21 in Flandreau, and so.

22 CHAIRMAN BURG: I guess I'd like to have you
23 cross to get that on the record. I don't believe that
24 was clarified -- or you do a direct to get it on the
25 record.

1 Q. (By Ms. Hattervig) Adam, where was your
2 cell phone when you were in Europe?

3 A. My phone was with my permanent address with
4 my parents in Flandreau, South Dakota.

5 Q. And did you continue to pay the bill for
6 your cell phone while you were in Europe?

7 A. Yes. My mother took care of that while I
8 was in Europe.

9 Q. Had your cell phone ever been disconnected?

10 A. No.

11 Q. But it has had the power turned off from
12 time to time?

13 A. Yes. I mean, it's off right now.

14 CHAIRMAN BURG: I'm going to allow the
15 playing of the recording and give you a chance to --
16 to request denial of that after we hear it once.

17 MS. HATTERVIG: I'll put it up here by the
18 court reporter so she can hear that.

19 (The following tape-recording was
20 played for the record at this time:)

21 "Message One, your call cannot be completed at
22 this time. The cellular customer you have dialed may
23 have reached their destination or traveled beyond the
24 service area. Please try your call again later,
25 Midwest."

1 (End of tape-recording.)

2 CHAIRMAN BURG: Do you want to sustain your
3 objection -- or retain your objection, excuse me?

4 MS. HUIZENGA: Maybe a compromise. Maybe
5 I'll allow this to be entered for the limited purpose
6 that this is what was on -- on it using it in
7 Sioux Falls on that particular date, that that was the
8 message.

9 CHAIRMAN BURG: Okay. The record will show
10 that.

11 Q. (By Ms. Hattervig) Adam, did you ever have
12 to bring in a lease or a picture ID or anything like
13 that when you turned on the gas at 834 South
14 Minnesota?

15 A. No.

16 Q. How did you turn it on when you called?

17 A. Over the phone.

18 MS. HATTERVIG: I have no further
19 questions.

20 CHAIRMAN BURG: Does this generate any
21 recross?

22 MS. HUIZENGA: Very short.

23 RECROSS-EXAMINATION BY MS. HUIZENGA:

24 Q. Mr. Headrick, to your knowledge when you
25 established gas service with MidAmerican, did you have

1 good credit with MidAmerican?

2 A. Yeah, I believe so.

3 MS. HUIZENGA: Thank you. That's all.

4 CHAIRMAN BURG: Commissioners have any
5 questions?

6 COMMISSIONER SCHOENFELDER: I have one
7 question.

8 How many times did you move during the course of
9 this when you first moved in to --

10 A. From --

11 COMMISSIONER SCHOENFELDER: From, what is
12 it, 834?

13 A. From May 1st until now or?

14 COMMISSIONER SCHOENFELDER: Well, give me --
15 give me the dates because I'm presuming I can figure
16 it out. 834 South Minnesota, you moved in there when?

17 A. May 1st.

18 COMMISSIONER SCHOENFELDER: May 1st of what
19 year?

20 A. '96.

21 COMMISSIONER SCHOENFELDER: May 1st of '96.

22 A. Lived there until mid July of '96. In mid
23 July I moved into 813 South -- 619 West 13th Street
24 and I was there until --

25 COMMISSIONER SCHOENFELDER: You can't

1 remember. I'm having trouble and you're having
2 trouble, so. 619 what?

3 A. West 13th Street. And then in mid
4 September, September 17th, 18th, I went to Europe.

5 COMMISSIONER SCHOENFELDER: In '96, okay.

6 A. Yes. Sorry. And December 18th, '96 I was
7 back from Europe and then I was with my parents.

8 CHAIRMAN BURG: Would that be true to this
9 date, or do you have a new address?

10 A. No. No. Then -- Then I lived with a friend
11 off campus for the month of January when I was -- I
12 took my interim classes. That's at Augustana. It's
13 one month where there's one class that you take for
14 one month. And then I took time living with him
15 trying to find an apartment that I could afford, and
16 that's when I signed the lease there at 2-24-97 at 709
17 South Second Avenue.

18 COMMISSIONER SCHOENFELDER: 709 South
19 Second?

20 A. Yes. And then that is where I resided until
21 where I'm at now, 2210 South Euclid.

22 COMMISSIONER SCHOENFELDER: And when did you
23 move from Second to Euclid?

24 A. Well, school was out May 24th. I'm not
25 exactly sure. Whenever Augustana got out of school at

1 the end of May.

2 COMMISSIONER SCHOENFELDER: Thank you.

3 A. Well, just wait. I actually -- then I
4 watched some people's houses -- when I was in contact
5 with this whole thing I watched the Dempsters. I
6 can't pull their address off the top of my head. I
7 think it's Woodland Hills Road. I watched their house
8 for a month and then I moved into 2210 in July.

9 CHAIRMAN BURG: What was the amount that
10 MidAmerica said you owed on February 27th?

11 A. \$470, I think around there. I can figure
12 out exactly somewhere. Well, by -- by this it says
13 471 -- \$471.93 when they talked to me over the phone.
14 I'm not exactly sure. I can't remember exactly what
15 they said but it was around there.

16 CHAIRMAN BURG: And when you were -- while
17 you were in Europe, was mail still going to the --
18 which address, the one where you lived with Mr. Hammar
19 the second time?

20 A. Okay. 619 West 13th Street?

21 Q. Was mail still going to that address?

22 A. I -- I don't know. I wasn't there. We
23 didn't receive any mail when we lived there so maybe
24 if people sent.

25 Q. To your knowledge, was there ever a bill

1 received at any address after you moved out of 834
2 South Minnesota from MidAmerica?

3 A. To my knowledge, no.

4 CHAIRMAN BURG: I don't believe I have
5 anything else at this time.

6 Does this generate any redirect or any other
7 cross?

8 Okay. You may be excused.

9 (The witness was excused at this time.)

10 CHAIRMAN BURG: Do you have any other
11 witnesses?

12 MS. HATTERVIG: Yes, we have one more
13 witness. Marcia Eberle.

14 MARCIA EBERLE,
15 called as witness, being first duly sworn, testified
16 as follows:

17 DIRECT EXAMINATION BY MS. HATTERVIG:

18 Q. Marcia, do you want to state your full name
19 and maybe spell your last name so she has it correct
20 on the record.

21 A. Marcia Eberle, M-a-r-c-i-a, E-b-e-r-l-e.

22 Q. And what is your occupation?

23 A. Manager, MB Properties.

24 Q. Okay. And were you the landlord for Adam
25 Headrick at 834 South Minnesota?

1 A. Yes.

2 Q. Okay. And do you own 834 South Minnesota?

3 A. Yes, we do.

4 Q. Do you recall when you rented 834 South
5 Minnesota to Adam Headrick?

6 A. May 1st of '96.

7 Q. Okay. And do you recall when Adam Headrick
8 moved out of 834 South Minnesota?

9 A. Not exactly. Someplace in the vicinity of
10 the middle of July. I don't know an exact.

11 Q. Of '96?

12 A. I don't know the exact date.

13 Q. That is July of '96?

14 A. Right.

15 Q. And did you rent 834 South Minnesota in July
16 of 1996 to anyone else other than Adam Headrick?

17 A. Yes.

18 Q. And who was that?

19 A. I didn't rent it. The rental agency rented
20 it.

21 Q. Okay. What rental agency do you use?

22 A. Rental Connection. They also -- Adam also
23 rented through them.

24 Q. Okay.

25 A. So that's -- the extra papers show that.

1 Q. Okay. Now, I'll show you the exhibit that's
2 been marked as Exhibit C. Do you recognize that?

3 A. Yes.

4 Q. And what is that?

5 A. That's the lease of Israel Gonzales and
6 Edwin Moran.

7 Q. Okay. And what is the date on that lease?

8 A. July 18th, '96.

9 Q. Okay. Is this the people that you rented
10 834 South Minnesota to after you -- after Adam moved
11 out?

12 A. Yes.

13 Q. And would they have moved in the 18th of
14 July?

15 A. Yes.

16 Q. Now, did you ever receive any bills from
17 MidAmerica Energy for 834 South Minnesota from July
18 18th until the present?

19 A. Until the present?

20 Q. Mm-hmm (Yes).

21 A. Well, it was put into our name sometime
22 early this year but until then, we didn't.

23 Q. Okay. Do you remember receiving any bills
24 for MidAmerica Energy for 834 South Minnesota between
25 the first of 1997 and July 1996?

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1 A. No. No. I'm sorry, no.

2 Q. Do you recall when you found out that there
3 was a problem with the gas bill at MidAmerica -- or at
4 834 South Minnesota?

5 A. Adam Headrick called or came -- I think he
6 called first and then came over and talked to us and
7 said that they -- they, being the gas company, were
8 telling him that he owed 400-and-something and he
9 said, I haven't lived there. And, of course, I knew
10 that. He had come to us and asked about getting out
11 of the lease, and I said if -- if it's rented before
12 the end of the month or whenever. Anyway, he was
13 liable for all of that. But he said he had moved and
14 he said, You know I've moved. Yes, I knew he'd moved.

15 Q. Okay. Now, did you at all call MidAmerica
16 at all between July of 1996 and February of 1997 about
17 the gas bill at 834 South Minnesota?

18 A. No.

19 Q. Okay. Do you normally call and have the gas
20 turned on for your tenants?

21 A. No. Well, they don't -- they don't accept
22 that, the tenants themselves. I have done that many
23 times. If it's in -- if the bill has been in my name
24 if the house has been vacant for any period and the
25 bill is in my name, our name, then when it's rented I

1 call to make sure that they have put it into their
2 name, taken it out of mine. I can't put it into their
3 name. The gas company won't accept that.

4 Q. Who is the "they" that you're -- that you're
5 mentioning?

6 A. All right. I'll rephrase. If it's been in
7 our name and someone has rented the house, then I
8 sometimes call the gas company and I say, whose name
9 is it in because John Doe has moved into there as of
10 the first of the month or whatever and they'll say, we
11 can put that down but we can't switch the gas until
12 that person calls.

13 Q. So John Doe would have to call?

14 A. John Doe would have to call.

15 Q. Okay. Are you aware that if your tenants
16 that moved in in July of 1996 that's on the lease,
17 this Israel Gonzales or Ed Moran, if either of them
18 called MidAmerican to turn on the gas at 834 South
19 Minnesota?

20 A. I had no idea at that time. I had no idea
21 there would be a problem until after Adam had
22 contacted us, and we went into the gas company for him
23 because he'd been in there and talked to them a time
24 or two and then my husband and I went in.

25 Q. And what happened when you went in to

1 MidAmerica to talk to them about this bill for Adam?

2 A. They just said he owes it. And -- And I
3 believe that was the day -- we were in there a couple
4 of times, but I believe that was the day I took along
5 the lease for Gonzales but -- No, I didn't. I'm
6 sorry. That wasn't the day.

7 We just went in there and talked about him, and I
8 took his lease to show that -- I took this new lease
9 to show that Adam had not lived there. And they
10 showed me on the computer where she pointed with her
11 finger like this (indicating), and it showed that
12 Israel Gonzales had called in but had been denied
13 service for whatever reason.

14 Q. And who was Israel Gonzales?

15 A. He was the tenant that moved in after Adam
16 Headrick moved out.

17 Q. So he's the tenant that moved in to 834
18 South Minnesota on the 18th of July, 1996?

19 A. Yes.

20 Q. And you saw this on the computer screen at
21 MidAmerica?

22 A. Yes. Yes. And it also was a little line on
23 there that said something, and the gal told me, too,
24 that he had called in and said that they were moving.

25 Q. Who's he?

1 A. Adam. I'm sorry.

2 Q. Adam?

3 A. That Adam or his roommate, I don't know
4 which she said right now. I'm sorry. I can't say.
5 But someone had called in saying they were moving to
6 another address, I think on the 11th. And what it
7 said was but he would call back when it was to be
8 taken out of his name, and she said obviously he
9 didn't call back.

10 Q. Okay. But you're sure that Israel Gonzales
11 had called in to have gas turned on at 834 South
12 Minnesota?

13 A. His name was on the screen.

14 Q. Okay.

15 A. And --

16 Q. Now, have you ever received a bill for 834
17 South Minnesota after February of 1997?

18 A. Yes. Sometime after that then -- after all
19 this had come to light, then they did put it in our
20 name. I can't give you the day. I assume it was
21 after the last time he had dealt with them and I think
22 he said February. I really -- I don't know.

23 Q. So have you paid the bills from February to
24 now for 834 South Minnesota?

25 A. I hope so. I think so.

1 Q. Okay.

2 A. Yes, I think so.

3 Q. Did -- how long do you know that Israel
4 Gonzales and Edwin Moran lived at 834 South Minnesota?

5 A. From July until November 3rd of '96.

6 Q. Then did you rent it in the month of
7 November to someone else?

8 A. No. Do you want me to go into the whole
9 thing?

10 Q. I guess so, yeah.

11 A. What had happened was the house was leased
12 to these two people, Edwin Moran and Israel Gonzales.
13 They were to be the only two living there. Obviously
14 there were about four or five living there. And four
15 of them were arrested November 3rd in a drug case, and
16 they were all taken to jail so the house was empty.

17 I called Israel -- I called all the references.
18 The only one I got ahold of was Gonzales' reference, a
19 sister, and she said he was out of town but he would
20 be back in a couple of weeks. So we left the house --
21 we just changed locks and left the house with the
22 furniture in it.

23 Toward the end of November of '96, I talked again
24 to his sister and she said obviously he wasn't coming
25 back. I believe he had been arrested by that time,

1 too, and was not coming back. We moved the furniture
2 into storage and about the first of December rerented.

3 Q. Okay. And do you remember who you rented it
4 to the first of December?

5 A. To a Brenda Hough, H-o-u-g-h, and Anthony
6 Wayne Loyd, L-o-y-d.

7 Q. And are you aware at all whether Brenda
8 Hough or Anthony Wade Loyd called MidAmerican to have
9 the gas turned on at 834 South Minnesota?

10 A. Yes. That same day we were down there when
11 they were showing us Adam's and Mark Hammar's thing on
12 the screen, she also told me Anthony Wade Loyd had
13 called in but he couldn't get it for some reason, I
14 suppose another bill or something too.

15 MS. HATTERVIG: Okay. No further
16 questions.

17 CHAIRMAN BURG: Before we go on, before I
18 forget it, did you want to introduce the original
19 complaint? We have not had the original complaint
20 introduced at this time.

21 MS. HATTERVIG: Oh, yes.

22 CHAIRMAN BURG: Any objection to that?

23 MS. HUIZENGA: No objection. And your
24 answer, too, same with that?

25 MS. HUIZENGA: Please.

1 CHAIRMAN BURG: Okay. Those two documents
2 will be introduced.

3 Is there any cross-examination for this witness?

4 MS. HUIZENGA: Yes, there is.

5 CROSS-EXAMINATION BY MS. HUIZENGA:

6 Q. Mrs. Eberle, I'm Karen Huizenga. I'm with
7 MidAmerican Energy and I think you heard that already
8 this morning. I have a few questions and if I don't
9 speak up loud enough, let me know, because I have a
10 tendency not to.

11 I take it the rental properties that you own, you
12 own these with your husband or they're separate or?

13 A. For the most part.

14 Q. Okay. And how many rental properties do you
15 own?

16 A. We have 19 single-family homes, a vacant
17 lot, and a farm in Brookings County and our home.

18 Q. And I believe you said that you use a rental
19 firm, Rental Connection?

20 A. Usually.

21 Q. At least for 834. Do you use that for the
22 other properties, rental properties as well?

23 A. Usually. Sometimes we rent -- sometimes we
24 get references from former tenants or other tenants.

25 Q. And essentially the same rental form that

1 are Complainant's Exhibits A and C will be the ones
2 that were used but generally you would not talk to the
3 people before they rented?

4 A. Not usually. We don't usually meet them
5 until the first time they bring rent.

6 Q. Have you ever had a situation in these 19
7 residences where a renter would move out and
8 discontinue utility service at a time, not necessarily
9 winter when you didn't have a new renter immediately
10 able to take over but that renter did discontinue the
11 utility services?

12 A. Yes.

13 Q. You have. In that type of an instance in
14 winter, would gas service be disconnected to your
15 properties?

16 A. No. I think they -- they usually call me in
17 the wintertime or send a -- send a letter. I believe
18 they call.

19 Q. Okay. I'll show you what's been marked
20 Defendant's Exhibit No. 1 and I'd like you to read
21 that over. For the record, I'd like to state that
22 Midwest Power System, Inc. is a predecessor company of
23 MidAmerican Energy. And is that your signature at the
24 bottom, Mrs. Eberle?

25 A. Yes.

1 Q. Okay. And the date is 4-14-95; is that
2 correct?

3 A. Yes.

4 Q. And you have a number of properties listed
5 here and let me read, the instructions say, circled is
6 No. 2, "Leave meter on in my name between tenants
7 10-15, 4-15," so that if -- I would assume so if a
8 tenant moves out or for whatever reason requests that
9 service be disconnected, your properties would remain
10 warm?

11 A. Yes.

12 Q. Okay. And one of those properties is 834;
13 is that correct?

14 A. Yes.

15 Q. To your knowledge from April 14th, 1995,
16 which is the date on this form, to date, can you think
17 of a particular instance when gas service was
18 transferred to your name from that of a tenant still
19 at the property as a result of his not paying for
20 service at that property? In other words, was it --
21 was it --

22 A. While they --

23 Q. -- just transferred out at your request?

24 A. While they were still living in the
25 property?

1 Q. Correct.

2 A. No.

3 Q. Okay. Once -- Once the service is in your
4 name and then you get a new renter in these properties
5 for the gas service, have you ever had an instance
6 when you've called to MidAmerican to see if the renter
7 has established service but found out that the renter
8 wasn't able to because of a prior bad debt?

9 A. I don't recall a certain instance but it
10 probably has happened. Probably has happened.

11 Q. Okay. And would service remain in your name
12 at that point then?

13 A. Not very long. I would get ahold of the
14 tenant immediately and say, "Get gas or you'll have to
15 move," because I wouldn't -- I wouldn't want to be
16 paying it while they're there.

17 Q. Because it would be --

18 A. Because it's on all of our leases that the
19 tenant pays all utilities, and I don't pay that.

20 Q. Did you then have something worked out with
21 Mr. Headrick that to the extent a new renter was --
22 would be unable to take service because of prior bad
23 debt, into whose name the service should go? Had you
24 worked that out between you and Mr. Headrick when he
25 left?

1 A. I don't think it was --

2 Q. Discussed?

3 A. I don't believe it was discussed. He just
4 said he'd be responsible for everything until a new
5 tenant was found and -- and to my knowledge he was.

6 Q. And I understand that you sent him a check
7 for the remainder of July because he had paid through
8 July?

9 A. He came and got it. He was over several
10 times. He called, came over several times to see what
11 was progressing, and then he called one day and I
12 said, yes, someone had moved in and so he came over
13 and we figured out what he had coming.

14 Q. But at the time, you did not tell him that
15 you had called requesting service to be taken out of
16 his name for the gas service?

17 A. No, I hadn't, no.

18 Q. Okay.

19 A. I don't believe we discussed --

20 Q. I'm sorry.

21 A. I don't think we discussed any utilities.

22 Q. So as I understand, from No. C,
23 Complainant's No. C, Israel Gonzales and Edwin Moran
24 came in July, middle of July. They likely went
25 through the rental agency?

1 A. Mm-hmm, they did.

2 Q. So you did not have an opportunity to -- at
3 that time to, what do I want to say, underline or
4 emphasize that it was their responsibility to get the
5 services turned on in their name?

6 A. No. I don't do that. When the Rental
7 Connection or rental agencies do it, they -- I think
8 they have -- I don't know how they do it, but I know
9 that they do let them know that they have to get
10 everything turned into their name. I don't know if
11 they follow through with that or not. I don't know.

12 Q. If service had been in your name, you would
13 have found out because you would have gotten a bill?

14 A. Yes.

15 Q. And -- or you would have called to check it
16 out?

17 A. Yes.

18 Q. This service was in Mr. Headrick's name and
19 so, therefore, you didn't call; is that correct?

20 A. Well, I suppose it wasn't in mine is all. I
21 didn't know whose name. I just suppose it wasn't in
22 mine.

23 Q. Now, when -- when you made the arrangement
24 with Mr. Headrick, it would have been easy for you to
25 transfer the service into your name and just bill him

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1 for it the way you would be billing him for the rent,
2 correct?

3 A. Repeat that, please.

4 Q. Okay. When Mr. Headrick moved out, could
5 you not have had him final the gas service at that
6 time but just bill him for the remainder of the days
7 that you didn't have a tenant, the same way you would
8 bill him for the rent the remainder of the time?

9 A. I don't normally do. I've never done that.

10 Q. Okay. And as to the two leases, A and C, to
11 your knowledge is MidAmerican a party to either of
12 these leases?

13 A. A party to it? I didn't get --

14 Q. In other words, is MidAmerican a party to
15 either of these leases?

16 A. No.

17 Q. And you stated that you came in the office,
18 I believe, after Adam had notified you that the
19 service was still in his name in February and you came
20 in to see if you could help out and do what you could?

21 A. Yes.

22 Q. And you talked to someone in the offices and
23 you saw some computer screens; is that correct?

24 A. Yes.

25 Q. And it is your recall that the computer

1 screens concerning Israel Gonzales and/or, what was
2 the other fellow's name, Edwin Moran were screens that
3 had the address 834 South Minnesota at the top of the
4 screen?

5 A. It was only the name Gonzales. Edwin Moran
6 wasn't on it. He was on the lease but he was not on
7 the screen at the gas company.

8 Q. On the screen at the gas company that you
9 saw on the upper left-hand corner what address was
10 there?

11 A. 834 South Minnesota.

12 Q. Okay. What was the date?

13 A. I don't know the date. We didn't talk about
14 the dates. Maybe we talked about them. I had no
15 reason to --

16 Q. But you are certain of the 834?

17 A. Yes.

18 Q. That it was not, for example, a screen for
19 Mr. Gonzales at a different address showing a bad
20 debt?

21 A. No, I don't think anything showed a bad
22 debt. I think she told me there was some prior
23 problem but I didn't see anything. All I saw, it's a
24 very small screen and I was peeking over this way
25 (indicating) and she was pointing with her finger the

1 name Gonzales.

2 Q. And when you were looking at the screen for
3 December, Anthony Loyd called for service but was
4 unable to get service and from a phone call and why
5 was that, do you recall?

6 A. A prior problem is all I believe she said.

7 Q. Because of a prior problem?

8 A. Mm-hmm (Yes).

9 Q. Do you recall that the screen said that?

10 A. No. I don't know what it said. The gal
11 just said -- that's all she said on either one of them
12 was there was a prior problem.

13 MS. HUIZENGA: No further cross.

14 CHAIRMAN BURG: Is there any additional?

15 REDIRECT EXAMINATION BY MS. HATTERVIG:

16 Q. I just have a couple on Exhibit C, it's the
17 rental agreement with Israel Gonzales and Edwin
18 Moran. You have a copy of that, right?

19 A. Yes.

20 Q. No. 7 on that rental agreement, what is the
21 requirement of No. 7 on the rental agreement?

22 A. Tenant pays all utilities.

23 Q. Okay. And is that a normal procedure on
24 your tenants living at 834 South Minnesota?

25 A. Yes.

1 Q. Okay. What kind of agreement do you have
2 with Rental Connection as far as informing the tenants
3 on what your requirements are as far as the leases?

4 A. What kind of agreement?

5 Q. Yeah.

6 A. They just inform the new tenants that they
7 have to -- I don't know. I don't think they have to
8 show proof that they have done this, but I know that
9 they are told that they have to pay all utilities.

10 Q. Okay. So you believe that if Israel
11 Gonzales and Edwin Moran went into Rental Connection,
12 that they would have been told by Rental Connection
13 that they had to pay the gas?

14 A. Yes.

15 MS. HATTERVIG: I have no further
16 questions.

17 CHAIRMAN BURG: Does this generate any other
18 cross?

19 MS. HUIZENGA: No, Your Honor.

20 CHAIRMAN BURG: Commissioner have any
21 questions?

22 COMMISSIONER SCHOENFELDER: I have none.

23 VICE-CHAIRMAN NELSON: I have none.

24 CHAIRMAN BURG: I just have one.

25 We talked about Exhibit 1 that MidAmerican had

1 presented and that you have an agreement that gas will
2 not be shut off but that only applies through the
3 months of October through April; is that correct?

4 A. Yes.

5 CHAIRMAN BURG: So even if -- even if gas
6 would have been shut off in July, this would not have
7 applied; is that correct?

8 A. That they would turn it off, no. Then they
9 usually -- they contact -- the gas company contacts
10 me.

11 CHAIRMAN BURG: But you have no agreement
12 that they don't turn it off during the warm months; is
13 that what it amounts to?

14 A. No. No.

15 CHAIRMAN BURG: I think there was a question
16 on that. I just wanted to clarify. That's all I
17 have. Does that generate any direct or cross?

18 COMMISSIONER SCHOENFELDER: I have no
19 questions.

20 VICE-CHAIRMAN NELSON: Are you saying, then,
21 that the agreement you think you have with the gas
22 company says that whenever they notify you before they
23 shut it off?

24 A. Well, I believe from past -- actually I had
25 forgotten what this said, it's been a long time ago,

1 but usually they contact me and say, "They moved on.
2 Do you want it in your name?" And we either say turn
3 it off or -- in the summertime sometimes if we know
4 it's going to be vacant or remodeling or fixed up
5 we --

6 VICE-CHAIRMAN NELSON: Do you also agree
7 that this paper that you signed, Exhibit 1, says that
8 only through 10-15 and 4-15 that they have this
9 obligation?

10 A. I don't know what the obligation is, but I
11 know that they call me. I know the gas company
12 usually calls me whether it's summer or winter. If
13 the gas off, they call me.

14 VICE-CHAIRMAN NELSON: Okay. Thank you.

15 CHAIRMAN BURG: Does that generate anything
16 else? If not, dismiss the witness.

17 (The witness was excused at this time.)

18 MS. HATTERVIG: We have no other witnesses.

19 CHAIRMAN BURG: MidAmerica, you may call
20 your witness.

21 MS. HUIZENGA: MidAmerican calls Mr. Mark
22 Nibaur.

23 MARK NIBAUR,
24 called as witness, being first duly sworn, testified
25 as follows:

1 DIRECT EXAMINATION BY MS. HUIZENGA:

2 Q. Sir, please state your name.

3 A. Mark Nibaur, spelled N-i-b-a-u-r.

4 Q. By whom are you employed and in what
5 capacity?

6 A. By MidAmerican Energy Company and I'm
7 manager of customer offices and meter reading
8 operations.

9 Q. How long have you held that position?

10 A. Two years.

11 Q. As a side issue, how long has MidAmerican
12 been MidAmerican Energy Company?

13 A. About two years.

14 Q. Okay. Thank you. I'm going to ask you to
15 detail prior experience you have with the company. I
16 would ask that you would include predecessor companies
17 to MidAmerican, predecessor companies who merged to
18 become MidAmerican two years ago.

19 A. My career is ten years long. I started with
20 Iowa Public Service as an area manager, held that
21 position through the merger with Iowa -- or Des Moines
22 Company forming Midwest Power Systems about five years
23 ago. My duty as area manager was taking care of all
24 the operations and our customer office at a local
25 level in Northwest Iowa. Also I do have some lineman

1 experience from another company which was about 12, 13
2 years ago.

3 Q. What are the major responsibilities of your
4 current position as manager of customer service for
5 MidAmerica?

6 A. Leading and directing operations, training,
7 funneling that information to my offices, 13 of them
8 scattered across, Iowa, Illinois and South Dakota;
9 basically leading, motivating and directing the
10 customer service policy procedures for our offices.

11 Q. Okay. Thank you. Are policies for
12 representatives that deal with customers that have to
13 do with credit or their accounts pretty much uniform
14 for customer office representatives, telephone
15 representatives, and credit representatives to your
16 knowledge?

17 A. Yes, they are.

18 Q. Okay. Are representatives, and that could
19 be any of them, required to note all telephone
20 inquiries concerning a specific account?

21 A. No, not all inquiries.

22 Q. And why is that?

23 A. Some of the inquiries are informational
24 basis and don't need documentation on an account,
25 per se.

1 Q. Okay. What is one type of informational
2 request you would get?

3 A. If the customer would call in asking about a
4 budget information or balance due, when their bill
5 might be due, that doesn't necessarily need a -- or
6 the account documented with that.

7 Q. Would it be policy for representatives to
8 note telephone requests for termination, disconnection
9 concerning a specific account when requested either
10 for a date certain or as soon as possible?

11 A. Oh, yes, mm-hmm.

12 Q. If such a request for termination or a
13 disconnection comes through, would other records be
14 generated at that time?

15 A. Yes. A service order of records would be
16 updated at that time due to that order being
17 generated.

18 Q. And that service order would tell someone to
19 go out and physically disconnect?

20 A. Correct. Correct.

21 Q. Certain -- Certain items, then, are a policy
22 to document for the company?

23 A. Mm-hmm (Yes).

24 Q. And some of them would include?

25 A. Oh, gas leaks or gas outages, service orders

1 and needs, and those should be all documented.

2 Basically service requirements to that account.

3 Q. Okay. When a customer wants something done?

4 A. If they want something done at that time

5 would be solely documented to that account.

6 Q. Have you reviewed the records of MidAmerican

7 for the gas service account of Adam Headrick for the

8 months of July and August, 1996?

9 A. Yes, I have.

10 Q. Do the records reflect a request for

11 termination of this account in either of these months?

12 A. From my review of the records, no.

13 Q. Is there an order history in the records

14 that you reviewed for disconnection in either July or

15 August, 1996?

16 A. Again, reviewing the records, no, I didn't

17 see anything.

18 MS. HUIZENGA: MidAmerican has no further

19 direct of this witness and tenders this witness for

20 cross.

21 CHAIRMAN BURG: Okay. You may cross this

22 witness.

23 MS. HATTERVIG: Thank you.

24 CROSS-EXAMINATION BY MS. HATTERVIG:

25 Q. It's my understanding from what you're

1 saying here that you're in charge of policies and
2 procedures, right, for the staff?

3 A. I help administer those, yes.

4 Q. Okay. If someone had called in to
5 MidAmerica about establishing service for gas service
6 on a residence, would that be placed on the computer?

7 A. When you say established means you want it
8 turned on today or tomorrow?

9 Q. Right.

10 A. Yes.

11 Q. Well, they want gas in their name at a
12 residence.

13 A. At a certain date?

14 Q. Just -- I don't know. Do --

15 A. Of a certain date, yes, we will. It would
16 be recorded.

17 Q. So if they say a certain date, you'll put it
18 on the screen?

19 A. We will be moving on this date so turn it
20 on, yes.

21 Q. If someone called and said they moved into
22 an apartment and they wanted gas turned on, would that
23 be placed if they don't say the exact date they want
24 it turned on?

25 A. We would need a date to turn it on, yes.

1 Q. In your policies and procedures, would it be
2 normal for your representative when talking to the
3 person to ask for a date that they want it turned on?

4 A. Yes. We inquire, yeah.

5 Q. So they would have been -- they would be
6 asked of a date?

7 A. Sure, they would. To complete the order
8 they would have to do that.

9 Q. Are any of these names of people that call
10 in ever deleted from your computer?

11 A. No. No.

12 Q. Okay. If someone had called in in July of
13 1996, that would still be in your computer?

14 A. If it's so remarked, yes. If the account's
15 documented, yes.

16 MS. HATTERVIG: I have no further
17 questions.

18 CHAIRMAN BURG: Does that generate any
19 redirect?

20 MS. HUIZENGA: No.

21 CHAIRMAN BURG: Commissioner?

22 COMMISSIONER SCHOENFELDER: I have a
23 couple.

24 First of all, as I look through this, I presume
25 that these are sort of copies of computer screens,

1 documentation when people call in. When you do that,
2 there -- would there be a reason why anyone wouldn't
3 document or could change the documentation once it's
4 in the computer?

5 A. Once it's in the computer, no.

6 COMMISSIONER SCHOENFELDER: So it's like
7 locked in?

8 A. You basically build on remarks.

9 COMMISSIONER SCHOENFELDER: Okay. But if
10 I'm a consumer representative and I'm particularly
11 harried that day or I particularly am upset with
12 someone that's called me, would it be in my best
13 interest just to not document something? Have you
14 ever found that happening with the people you
15 supervise?

16 A. The people I supervise, no.

17 COMMISSIONER SCHOENFELDER: Okay. Have you
18 ever had that kind of complaint?

19 A. Not directly to me, no, in my supervisory
20 operations.

21 COMMISSIONER SCHOENFELDER: Have you ever
22 found where -- it's never happened in your company?

23 A. I can't say with my company. Under my
24 supervision, no.

25 COMMISSIONER SCHOENFELDER: Okay. Thank

1 you.

2 VICE-CHAIRMAN NELSON: I have one.

3 Is it the policy to automatically notify -- for
4 instance, in Exhibit 1 you have -- are you familiar
5 with Exhibit 1?

6 A. No.

7 VICE-CHAIRMAN NELSON: Well, basically this
8 is an arrangement that you have with your customers
9 that have rental properties, and with the rental
10 properties you have three options that you can choose
11 for how you should handle the establishment of service
12 or disconnection of service here?

13 A. Mm-hmm (Yes).

14 VICE-CHAIRMAN NELSON: Is it your policy,
15 then, to automatically no matter what this says to
16 notify those people that own the rental properties,
17 the landlords, that the service has been disconnected
18 or switched over to their name or?

19 A. With this agreement, this is what it was set
20 up for. It's a contact that doesn't necessarily need
21 to be made. This agreement gives us directions how to
22 handle this particular account.

23 VICE-CHAIRMAN NELSON: But this says October
24 through April. So is it your policy, then, that you
25 would do it all the time or would you only do what it

1 says on this paper, October through April?

2 A. October through April.

3 VICE-CHAIRMAN NELSON: Thank you.

4 CHAIRMAN BURG: Couple questions I have.

5 When -- you know, and I'm trying to word this
6 exactly right. When did you receive -- after the date
7 that Mr. Headrick said he moved out, when was the last
8 time you received any payment on 834 South Minnesota?

9 A. I'm not familiar with that record.

10 CHAIRMAN BURG: Is there somebody else that
11 you have that would be --

12 MS. HUIZENGA: I'm sorry. I didn't hear
13 your comment.

14 CHAIRMAN BURG: I'm wanting to try to
15 determine when they received payment for 834 South
16 Minnesota. Do you have another witness that can
17 answer that or?

18 MS. HOLM: There are other witnesses that
19 will address that issue.

20 CHAIRMAN BURG: And you plan to call them,
21 correct?

22 MS. HOLM: Yes.

23 CHAIRMAN BURG: Because I have several on
24 that item. Do you have any other redirect?

25 MS. HUIZENGA: Yes, I do. One question.

1 REDIRECT EXAMINATION BY MS. HUIZENGA:

2 Q. Whereas by our rules, our internal rules,
3 our policies and by the rules of South Dakota, we
4 would not be required to call a landlord, for example,
5 when someone has left a residence for disconnected
6 service. Are you aware that there are times when we
7 just do so, we just call the landlord anyway?

8 A. Just call the landlord?

9 Q. Where we call the landlord.

10 A. There may be times we do that, sure.

11 CHAIRMAN BURG: Just to clarify a little
12 further.

13 If I understand what we've had now, automatically
14 you would leave the gas on through the months between
15 October and April if a tenant -- if a tenant withdrew
16 service or notified to disconnect service; is that
17 correct?

18 A. Based on this agreement, yes.

19 CHAIRMAN BURG: But, however, the policy is
20 to always call the landlord if a tenant disconnects
21 service; is that correct?

22 A. Not always, no.

23 MS. HUIZENGA: We have a credit manager that
24 will be on the stand.

25 CHAIRMAN BURG: I'll wait for that. Any

1 cross, additional cross?

2 MS. HATTERVIG: I think there will be other
3 witnesses that I can answer these questions.

4 COMMISSIONER SCHOENFELDER: I need to
5 follow-up one more.

6 If I have an agreement and I'm the landlord and I
7 have an agreement with the gas company that the
8 meter -- when the tenant moves out, the meter, that I
9 will pay for the gas then during those -- the months
10 from October through April, whatever it is, if I have
11 that agreement, to trigger that agreement the gas
12 company still needs a call from the tenants saying
13 they are moving out?

14 A. I'm not sure of that process.

15 COMMISSIONER SCHOENFELDER: Okay. Thank
16 you.

17 MS. HATTERVIG: I guess I do have one more.

18 RE-CROSS-EXAMINATION BY MS. HATTERVIG:

19 Q. If a tenant is given a disconnect notice
20 between the dates on this Exhibit 1, dates 10-15 to
21 4-15, would a landlord be contacted if a tenant has
22 been sent a disconnect notice and the residence is in
23 threat of having their gas disconnected?

24 MS. HUIZENGA: I believe that's a credit
25 question and our credit manager can answer that one.

1 A. Mm-hmm (Yes).

2 CHAIRMAN BURG: Is that okay with you?

3 MS. HATTEVIG: Is your answer saying you
4 don't know?

5 A. I'm not absolutely certain of that.

6 CHAIRMAN BURG: Any other questions? This
7 witness may be excused and MidAmerica you may call
8 your next witness.

9 (The witness was excused at this time.)

10 MS. HUIZENGA: MidAmerican calls Jeannette
11 Lose to the stand.

12 JEANNETTE LOSE,
13 called as witness, being first duly sworn, testified
14 as follows:

15 DIRECT EXAMINATION BY MS. HUIZENGA:

16 Q. Please state your complete name for the
17 record.

18 A. Jeannette Irene Lose.

19 Q. For whom are you employed and in what
20 capacity?

21 A. MidAmerican Energy, manager credit.

22 MS. HATTEVIG: I'm sorry. I didn't catch
23 your last name.

24 A. Lose, L-o-s-e.

25 Q. How long have you held that position?

1 A. Two years.

2 Q. Okay. I would ask you to detail your prior
3 experience you've had with MidAmerican -- obviously
4 the experience you've had with MidAmerican in two
5 years and with its predecessor companies.

6 A. I was a -- for one year I was -- Let me
7 start over. I've been with the company for 12 years,
8 one year as a call center representative; six months
9 as a shift supervisor; two years as a credit
10 supervisor, office supervisor in the Des Moines
11 office; and six-and-a-half years, manager of credit,
12 customer accounting and cashier for the Des Moines
13 district, cashier departments; and then most currently
14 the last two years, manager of credit, MidAmerican
15 Energy for the entire company.

16 Q. Okay. What are the major responsibilities
17 of your current position?

18 A. Establishing credit policy, and I'm
19 responsible for the accounts receivable portfolio for
20 our entire company. That would include active account
21 balances, final bills, bad debt and the collections of
22 all of the above.

23 Q. Credit policy -- credit makes policies that
24 must be followed by all representatives that -- of
25 MidAmerican that deal with the customers, for example,

1 the call center employees, the customer office
2 employees, the credit employees; is that correct?

3 A. Yes, I do.

4 Q. I'll show you what we're going hand you
5 what's been marked as Defendant's Exhibit No. 14.
6 This has been used before. I think everybody's
7 familiar with that one. Have you had a chance to
8 review it?

9 A. Yes. It's a residential service application
10 for Mark Hammar at 619 West 13th Street in
11 Sioux Falls, South Dakota.

12 Q. Who does it show as the other occupant?

13 A. Adam Headrick.

14 Q. Okay. The previous address for this
15 applicant, Mark Hammar, is listed as 834 South
16 Minnesota Avenue but it does show an occupant as Adam
17 Headrick. Why does this not trigger an inquiry on the
18 part of MidAmerican as to -- as to whether Adam
19 Headrick has an open account somewhere else?

20 A. It would not be uncommon for customers to
21 have service at more than one address. It would not
22 trigger a representative in the office or the call
23 centers to look to find out if Adam Headrick had any
24 service because he's not our customer of record at
25 this address. It's Mark Hammar. So we would be

1 concerned with Mark Hammar's credit status and not
2 whether any of the occupants at the property have
3 additional service.

4 Q. At any time -- obviously at some point we --
5 we were unable to contact Adam. If a landlord had
6 called in and confirmed that Adam was no longer a
7 tenant, could the landlord have established service in
8 the landlord's name?

9 A. Yes.

10 Q. And why is that?

11 A. And why is that?

12 Q. Mm-hmm (Yes).

13 A. Because we would have then finaled the
14 account because the landlord would have requested
15 service in their name.

16 Q. Okay. Would they have to show that someone
17 else had rented the property or not?

18 A. No, not -- not with the landlord so long as
19 they were establishing service.

20 Q. Okay.

21 A. Did I say that right? I might have just
22 confused myself, Karen.

23 Q. If the tenant, however, did not tell you
24 that they wanted it off, you had no record that the
25 tenant was no longer in residence, could -- could the

1 landlord transfer the service to their own name?

2 A. The tenant's the only one that could require
3 the service shut off out of his name unless a new
4 tenant moved into the property. Someone else couldn't
5 call to final service. Is that what you're asking?

6 Q. Okay.

7 A. Over the phone or in the office. We would
8 require that the customer of record would request that
9 himself.

10 Q. Okay. However, the landlord could not call
11 in and request that service be shut off in a tenant's
12 name and just have the service off?

13 A. No.

14 Q. And why is that?

15 A. Because they're not our customer of record
16 and they are not a party to our contract with the
17 customer.

18 Q. And to your knowledge, have -- not speaking
19 at all about anyone who is present here today but,
20 say, your knowledge in the Davenport district --
21 Des Moines district where you had quite a bit of
22 experience in the Des Moines district, has it been
23 your experience that landlords will call in to request
24 service be disconnected as a reason to -- a manner in
25 which they can evict tenants?

1 A. Yes.

2 Q. And we do not do that; is that correct?

3 A. No. We don't get involved in anything --
4 any disputes between landlords and tenants, positive
5 or negative. It's our contract with the tenant or our
6 contract with the landlord, our customer.

7 Q. Looking, again, at Defendant's Exhibit 14,
8 you notice that there's a relative name and a landlord
9 name, both are Fred Howe, okay. Where would
10 MidAmerican have gotten that information on this
11 application?

12 A. From the customer, Mark Hammar.

13 Q. Is there anywhere else MidAmerican would
14 have gone to for that sort of information?

15 A. If we're looking for landlord information
16 during the winter, then we would get that from -- from
17 the city -- city records, the assessor from that town.

18 Q. But other than the sources of the customer
19 or just city records, we have no other independent
20 place where we get that record?

21 A. No. No.

22 Q. Okay. Defendant's Exhibit 15, can you just
23 tell us essentially what -- what is Defendant's
24 Exhibit 15?

25 A. What you're looking at is part of the

1 documentation on our customer information system for
2 Adam Headrick at the service address of 834 South
3 Minnesota. It shows that the status of the account is
4 a finalized bill. The account balance is \$479.01. It
5 shows we have a mailing address on the account, and
6 what you see below where it says credit arrangements
7 is different documentation, either where the customer
8 contacted us or whether we -- we attempted contact
9 with our customer of record.

10 Q. I notice on 12-30-96 it says posted and then
11 it says 75.15. First, please explain the term
12 posted.

13 A. Okay. What that is is that's documentation
14 that automatically prints from our customer
15 information system. The documentation is indicative
16 to me that the account is past due, it's past due in
17 the amount of \$75.15. That documentation occurred as
18 of the date of December 30th, 1996.

19 Q. Is 75.15 the total bill the customer would
20 owe on 12-30-96?

21 A. No. That's the amount that's 30 days and
22 more past due.

23 Q. So that you would have to add the current
24 bill to that to come out to the amount that was owing
25 at the time?

1 A. Yes.

2 Q. Okay. I also note on that same sheet that
3 on 1-29-97 it says posted \$130.81 and that would mean
4 the same thing; is that correct?

5 A. Yes.

6 Q. Okay.

7 A. Those posts are mailed also.

8 Q. All right.

9 A. It's just the documentation.

10 Q. And it was mailed and was -- to your
11 knowledge, this account, therefore, wasn't finalized
12 after the December notice, was it?

13 A. No, it was not. It is MidAmerican credit
14 policy not to disconnect accounts for nonpayment of
15 the gas bill during the winter months but we would
16 continue notification.

17 Q. Okay. Thank you. On -- I'm going to show
18 you Defendant's Exhibit 16 and we've got a 12-06-96
19 remark on that screen that says Anthony Loyd called to
20 see if we can put service in his name if he goes into
21 the office today with ID. I think that's supposed to
22 be ETC but it's ECT. Advised him it would be 12-9 or
23 12-10. Do you know why Mr. Loyd would be required to
24 go into the office with ID, et cetera, where
25 Mr. Headrick was not required to and was able to do so

1 over the phone?

2 A. Yes, I do. If -- If Anthony Loyd called to
3 establish service at 834 South Minnesota on
4 December 6th and there was a past-due balance on the
5 account and it was subject to disconnection for
6 whoever the current tenant was, then the new tenant
7 that's calling to establish service would be asked to
8 go to the local office with identification and a lease
9 or appropriate identification to prove his identity.

10 Q. And is this in connection with a South
11 Dakota rule that would allow us to transfer a bad debt
12 if that person was getting the benefit of the service
13 prior to that time?

14 A. Yes, it is. Both -- Both our tariff and the
15 South Dakota Utilities do have a clause in it to --
16 that the customer who owes a bad debt, that we would
17 not provide service if the debt was at that address.

18 Q. So, in other words, if this Mr. Loyd had
19 been living there with Mr. Headrick under the same
20 lease as Mr. Headrick and was not willing to pay the
21 bad debt that had accumulated, he would not be able to
22 get service; is that correct?

23 A. That's correct. The company would not be
24 required to extend service -- I'm not familiar with
25 the verbiage, but the company would not be required to

1 continue service in another tenant's name as long as
2 that tenant continues to reside at the property.

3 Q. All right. If Mr. Loyd had proof that he
4 had a separate lease, however, and he had no bad debt,
5 would we have established service for him?

6 A. Yes, we would have.

7 Q. Sure. Defendant's Exhibit No. 8. Now, does
8 this screen shown as 2-7-97 that Anthony Loyd was
9 again advised he needs to show picture ID and lease to
10 start service?

11 A. Yes.

12 Q. And the same reason as before in December?

13 A. Yes. It does state no payment here since
14 August.

15 Q. Okay. Do we have a record showing that
16 Mr. Loyd came in?

17 A. No.

18 Q. If an account is subject to disconnection
19 during the winter but we have a leave-on policy and we
20 have a leave-on from the landlord, would we, because
21 the account is subject to disconnection, take it out
22 of the tenant's name and put it in the landlord's name
23 because there's a leave-on?

24 A. No, we do not. Our leave-on policy, the
25 leave-on policy, it's company policy for MidAmerica

1 not to disconnect during the winter but the leave-on
2 policy is a landlord agreement with MidAmerican. It's
3 for when the tenants leave the property that we would
4 leave the service on. It is not when an account is
5 terminated because of nonpayment of the bill that we
6 would automatically transfer it into the landlord's
7 name.

8 Q. Looking back, I believe we've looked at this
9 one quite a bit, No. 14, I believe it is Mr. Hammar,
10 as we can see from our record, established service at
11 619 West 13th Street. Would we consider that a
12 transfer from 834 South Minnesota where Adam Headrick
13 had service?

14 A. No. It would be a new customer.

15 Q. New customer?

16 A. New customer.

17 Q. And it would not be --

18 A. New name, new customer.

19 Q. If Adam Headrick had called in, would we
20 have asked if he wanted service discontinued at 834
21 South Minnesota if Adam Headrick had requested service
22 at the new address?

23 A. No. It would not be uncommon for customers
24 to have service at multiple addresses for a variety of
25 reasons.

1 Q. And I believe we want to look at Exhibit 6,
2 Defendant's Exhibit 6. The question had been asked
3 earlier as to the last payment made on this account --

4 A. Yes.

5 Q. -- when it was in Mr. Headrick's name. Does
6 Defendant's Exhibit 6 answer that question?

7 A. Yes, it does. It was August 5th, 1996 and
8 the last payment amount was \$17.23.

9 Q. Okay. So that to the extent we had
10 generated a bill for an August account, it would not
11 have gone out until sometime early in September; is
12 that correct? Can I tell that from this screen when
13 the next bill would have been generated?

14 A. From this screen, no, you can't tell when
15 the account billed. What you can tell is -- is what
16 the -- what the due dates of the bill were; and where
17 it shows disconnect due date, it would show the 5th so
18 it would be approximately during the first week of
19 every month.

20 Q. Okay. To your knowledge, given South Dakota
21 rules and our tariffs under which we operate, is there
22 a requirement that we phone customers who are subject
23 to disconnection?

24 A. No.

25 Q. Do -- Do we often do so?

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1 A. Yes, we do. We do that as a courtesy to the
2 customers to reach them by telephone prior to
3 disconnection.

4 Q. However, it not being a requirement, if, in
5 fact, we missed one, it would not be terribly unusual?

6 A. No.

7 Q. Given Defendant's Exhibit 1, which is the
8 authorization for Mrs. Eberle has signed which is
9 leave on -- "Leave meter on in my name between tenants
10 10-15 to 4-15," does this have any -- any relation
11 whatsoever to what MidAmerican would do if a tenant
12 requested service off in the summer, this particular
13 one?

14 A. Not with the option that they've selected,
15 because they've selected leave meter on in my name
16 between October 15th and April 15th.

17 MS. HUIZENGA: That's all the direct for
18 now.

19 CHAIRMAN BURG: You may cross.

20 MS. HATTERVIG: Thank you.

21 CROSS-EXAMINATION BY MS. HATTERVIG:

22 Q. Are you familiar with the Indebted Household
23 Rule of the South Dakota Utilities?

24 A. Yes, I am.

25 Q. And if a tenant would call in and want

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1 service established in their name and they list a
2 tenant that is indebted to MidAmerica, would you
3 establish gas service at that address when they have
4 an indebted member of the household in their
5 household?

6 A. Only if -- we would not if the debt was
7 incurred at that same address.

8 Q. So they -- Let's use the names that we have
9 here. If Mark Hammar had called in and said, "I want
10 service at 619 West 13th Street," and he lists Adam
11 Headrick as a tenant in that residence, if it comes up
12 on the computer screen at MidAmerica that Adam
13 Headrick is indebted to MidAmerica, would you have
14 turned on the gas at 619 West 13th Street?

15 A. The bill was incurred at a different
16 premise, service address, and so we would not have
17 pursued any indebted household clause. We would only
18 pursue that if the bill was incurred at the address
19 that Mr. Headrick was requesting service -- or
20 Mr. Hammar was requesting service.

21 Q. So if Mr. Headrick had left behind a bill at
22 834 South Minnesota, you would still turn on -- that's
23 your testimony, that you'd still turn on gas at 619
24 West 13th Street?

25 A. In a different customer name, we would. We

1 would deny it if it was at the same address in a
2 different name.

3 Q. So if Mr. Hammar had called and said, "I
4 want the gas changed to my name at 834 South
5 Minnesota," is that what you're saying, that then you
6 would not do that?

7 A. Yes.

8 Q. Okay. As far as Exhibit No. 8 where
9 Mr. Anthony Loyd called in about 834 South Minnesota
10 Avenue, the gas, where it says remarks 2-7-97,
11 "Anthony W. Loyd needs to show picture ID and lease
12 to start service here, no payment since August."
13 Would anyone inquire whether Mr. Adam Headrick was in
14 that household when Mr. Loyd called in? Is that a
15 policy?

16 A. That's why Anthony Loyd has been asked to
17 come in the office to prove his identity.

18 Q. Okay. The question was, would anyone ask
19 him if Adam Headrick was in that household still?

20 A. Just over the phone, no.

21 Q. So the reason he's required to bring in
22 picture ID and a lease is to see if Adam Headrick is
23 on the lease?

24 A. It would be company policy to require
25 picture identification to verify that Mr. Loyd is

1 Mr. Loyd.

2 Q. Okay. But that wouldn't identify who was
3 living with Mr. Loyd?

4 A. A lease would.

5 Q. Okay.

6 A. It does say lease.

7 Q. I guess if you're saying you would refuse
8 service to someone if there's an indebted member of
9 the household living in that household, you wouldn't
10 know who's living in the household if this person just
11 came in with a lease and that person's name wasn't on
12 the lease?

13 A. That's correct.

14 Q. And they don't have to be on the lease, they
15 just have to be living together, they just have to be
16 living there at that household?

17 A. That's correct.

18 Q. Okay. Now, also on Exhibit No. 8 below the
19 comment about Anthony Loyd is a remark that says
20 12-12-96, "Added forwarding address per notice from
21 post office." Do you know who that's about or what
22 that means?

23 A. I would say that it says we received a
24 forwarding address from the post office.

25 Q. Okay. Is there anywhere where it shows what

1 the forwarding address is that you received from the
2 post office?

3 MS. HUIZENGA: MidAmerican does have a
4 witness that will testify to this if you'd rather.
5 Not that you can't ask.

6 Q. All right. Now, you're also saying that
7 it's not uncommon for someone that's renting that has
8 a landlord-tenant situation to call and have gas
9 turned on somewhere else but still wants to be
10 responsible for their former rental unit?

11 A. That's true. Gas may be -- many people
12 choose to leave gas on for a variety of reasons. They
13 want to clean the property. They're not going -- they
14 want to clean their new property so they're not going
15 to move out of their old property right away.

16 Q. Okay.

17 A. They have -- some customers choose to leave
18 it on in a sublease situation where they're going to
19 pay the utilities. There are a variety of reasons
20 that are too numerous to mention.

21 Q. All right. If you have a tenant that has
22 been paying their monthly bill regularly, always
23 paying it on time and they start getting three, four,
24 five months late with their bill and you know that
25 they have reported that they're living somewhere else,

1 do you contact that tenant to find out why all of a
2 sudden the bill has been stopped being paid?

3 A. Their monthly bill would be their
4 notification so we do continue -- we bill them monthly
5 and we do terminate the service if it's during the
6 summer.

7 Q. But you'll just leave it on for like six
8 months even though this person has been paying and
9 then all of a sudden is not paying for six full months
10 on a gas bill and you have knowledge that they've
11 moved to another apartment? You do not contact them
12 or do something to try to get them to start paying
13 their bill, you just let them merely go on using gas
14 at an address without pay?

15 A. We don't necessarily have knowledge that
16 they've moved. Now, if we've got a forwarding address
17 we have knowledge. Otherwise, the customer could be
18 at either property.

19 Q. And --

20 A. We don't know who our customer --

21 Q. If you have knowledge that they're listed at
22 another household, another rental unit, wouldn't that
23 be knowledge that they're living somewhere else?

24 A. Not necessarily.

25 Q. What does it take to tell MidAmerica that

1 you're living somewhere else?

2 MS. HUIZENGA: Objection, argumentative.

3 CHAIRMAN BURG: Could you restate that
4 again?

5 Q. What would it take for a tenant to tell
6 MidAmerica that they're living somewhere else than at
7 the rental unit that they have gas on in their name?

8 A. The actual customer to tell us that.
9 MidAmerican does not make assumptions for the
10 customer.

11 Q. Okay. Then also would it be impossible for
12 that tenant to call MidAmerica and have gas switched
13 over to the next tenant's name that's living in an
14 apartment, the former tenant? Can they have the gas
15 turned on in someone else's name, the new tenant?

16 A. No.

17 Q. Would it be required that the new tenant
18 call?

19 A. We need to speak to the tenant that wants
20 utility service.

21 Q. Okay. And can a landlord call and have --

22 A. No.

23 Q. All right. I'll finish my question.

24 A. I'm sorry.

25 Q. Can a landlord call and have a tenant's gas

1 turned on in that tenant's name?

2 A. No. We need to speak to the customer.

3 Q. How fast does MidAmerica enter a change of
4 address when it's notified about a change of address
5 from the post office?

6 A. When we're notified from the change of
7 address from the post office?

8 Q. Mm-hmm.

9 A. When we receive it.

10 MS. HATTEVIG: Okay. I have no further
11 questions.

12 CHAIRMAN BURG: Any other cross?

13 MS. HUIZENGA: Yes, I do, redirect.

14 CHAIRMAN BURG: Redirect, excuse me.

15 REDIRECT EXAMINATION BY MS. HUIZENGA:

16 Q. Miss Lose, how would you describe the
17 relationship between MidAmerican and the customer of
18 record?

19 A. Relationship? I believe that the
20 relationship between MidAmerican and the customer of
21 record is confidential. It's -- It's the customer and
22 the company's responsibility and records.

23 Q. Once we have -- someone has requested
24 service and we have agreed to provide service, do we
25 consider that a contract has been created between us

1 and the customer?

2 A. Yes, it is a contract.

3 Q. Who -- and then, therefore, a third party to
4 that contract cannot --

5 A. Break that contract.

6 Q. -- break that contract? We request that the
7 customer himself do that, is that correct?

8 A. And that's -- and that is why we require
9 that notification only comes from the customer.

10 Q. Okay. To the extent an individual such as
11 Mr. Loyd would come in with a lease of a later date
12 than when service was established, for example, for
13 Mr. Headrick, is this also not some -- something of
14 value to MidAmerican to believe that we do not have to
15 worry, that this person is -- wants to return service
16 to an indebted household?

17 A. Yes.

18 Q. And that's one of the reasons we request the
19 lease; is that correct?

20 MS. HATTEVIG: I'd like to stop here for a
21 minute. There's lot of testifying being done by the
22 attorney.

23 CHAIRMAN BURG: I agree.

24 MS. HATTEVIG: I would like her to ask
25 questions rather than make a comment to the witness.

1 CHAIRMAN BURG: Is that in the form of an
2 objection?

3 MS. HATTERVIG: Yes.

4 CHAIRMAN BURG: It's sustained.

5 Q. If Mr. Headrick had requested service at 619
6 West 13th Street with an outstanding bill in his name
7 on Minnesota, would we have given him service at 619?

8 A. No. If Mr. Headrick had been the customer
9 requesting service, he would have been asked to
10 rectify the bill or enter into an acceptable payment
11 agreement.

12 MS. HUIZENGA: I have nothing further.

13 CHAIRMAN BURG: Any other cross?

14 MS. HATTERVIG: Just one or two.

15 RECROSS-EXAMINATION BY MS. HATTERVIG:

16 Q. You said the relationship between the
17 customer and MidAmerica is confidential?

18 A. Yes.

19 Q. Okay. When Adam Headrick called in, you
20 asked -- you've got information which shows on
21 Exhibits 5 and 6 that you got information about his
22 parents, his parents' name, parents' address, on other
23 ones here we have where the landlord is listed, this
24 Fred Howe is listed and his telephone number on the --
25 the Exhibit 14 where Mark Hammar had called in. Why

1 do you get those addresses and telephone numbers?

2 A. MidAmerican asks for the information that's
3 on the residential service application in the event
4 that we would have a number of reasons where we'd need
5 to contact either the landlord or the next of kin,
6 whether it was a gas emergency or some type of service
7 emergency and then ultimately it can be used also as a
8 collection tool, if needed.

9 Q. Okay. So if a tenant is behind on their
10 bill and you call and get a disconnect saying they --
11 you know, the telephone's been disconnected, do you
12 use these telephone numbers and addresses to contact
13 to try to find the customer?

14 A. No, not at this point.

15 Q. What point, just --

16 A. Not when we have an active service that
17 you're talking about. When the bill is still -- the
18 meter is still on and it's in the customer's name, we
19 don't pursue calling the relatives.

20 Q. Even if they're like four, five, six months
21 late on paying their gas bill, they haven't paid
22 anything for a long time?

23 A. No. That would be a contract between
24 MidAmerican and Mr. Headrick or Mr. Hammar, whoever
25 the customer of record is at that point, and it would

1 not -- it would not be for the -- our active customers
2 relatives' business.

3 Q. Okay. So do you, as a collection in the
4 credit department, do any kind of tracking down of
5 indebted households, then, to try to collect the
6 bills?

7 A. Do we collect unpaid bills? Yes.

8 Q. How do you -- How do you try to find a
9 tenant that you've called and the number is
10 disconnected and they aren't paying their bill at the
11 address that they're being billed to?

12 A. When a tenant -- when our final tenant moves
13 and it's uncollectible --

14 Q. That's not what I asked. You've got a
15 tenant living at 834 South Minnesota. He paid every
16 month for a while and then all of a sudden the bill
17 has not been paid for like five or six months, no
18 money's come in since August and it's December, it's
19 January and there's still no money coming in. Are you
20 saying you don't try to find him or try to collect
21 that money at all other than just sending out your
22 monthly bills?

23 A. Yes, we do try to collect.

24 Q. How do you do that?

25 A. We use telephone books and we do -- we call

1 the telephone numbers on the service application.

2 Q. Okay. So you would check out these numbers
3 to try to find this tenant?

4 A. Yes.

5 MS. HATTERVIG: Okay. I have no further
6 questions.

7 CHAIRMAN BURG: Do you have any other
8 direct?

9 MS. HUIZENGA: Real quick.

10 REDIRECT EXAMINATION BY MS. HUIZENGA:

11 Q. In December, a disconnection notice, we had
12 discussed before, was sent out and the amount that was
13 requested was \$75 at that time and that was an amount
14 that was in addition to the current month's service;
15 is that what you said?

16 A. Yes.

17 Q. Prior to that point, why did we not send out
18 disconnect notices?

19 A. We -- MidAmerican does not disconnect for
20 under \$100 arrears past due. We also mail an initial
21 30-day notification in the state of South Dakota prior
22 to pursuing any credit activity.

23 MS. HUIZENGA: That's all.

24 CHAIRMAN BURG: Any questions from the
25 commission?

1 COMMISSIONER SCHOENFELDER: I have a
2 couple.

3 Do you have Exhibit 6 before you? I don't know
4 if you testified to that before. I think you have.

5 A. Yes, I have it.

6 COMMISSIONER SCHOENFELDER: At the bottom
7 part of Exhibit 6 where it says credit arrangement,
8 m-u-l-t.

9 A. Okay.

10 COMMISSIONER SCHOENFELDER: I think I'm
11 reading this correct, the contact date would have been
12 2-27-97?

13 A. Yes.

14 COMMISSIONER SCHOENFELDER: Okay. And Adam
15 called to start service at -- can you tell me what the
16 numbers are?

17 A. That number is an account number. At the
18 top of the exhibit you'll see that there's an account
19 number, the first line in the top left-hand corner.

20 COMMISSIONER SCHOENFELDER: Okay.

21 A. That would be the account number for 834
22 South Minnesota.

23 COMMISSIONER SCHOENFELDER: Okay. So this
24 would be a different address?

25 A. It would be a different address that he

1 called to start service.

2 COMMISSIONER SCHOENFELDER: Okay. And then
3 it says advise of this account. So this was footnoted
4 on the 834 South Minnesota Avenue account, right?

5 A. Yes. On February 27th at 1:06 in the
6 afternoon.

7 COMMISSIONER SCHOENFELDER: '97?

8 A. But that's '97. Yes.

9 COMMISSIONER SCHOENFELDER: And he states he
10 hasn't lived there for months and did say -- I presume
11 that means he didn't call to final, thought the
12 landlord would call. And KP, is that person in the
13 room?

14 A. No, they are not.

15 COMMISSIONER SCHOENFELDER: But that would
16 be the person that took the call?

17 A. Yes, it would be.

18 COMMISSIONER SCHOENFELDER: Okay. Thank
19 you. I need that cleared up. And then on Exhibit 13
20 it says, I think it's kind of just a remark but this
21 was taken -- can you just go through those records
22 with me?

23 A. I'd --

24 COMMISSIONER SCHOENFELDER: Is this
25 something that would be under your supervision? If

1 it's not, I'll ask someone else.

2 A. Just a second. She just brought me the
3 exhibit. Yes.

4 COMMISSIONER SCHOENFELDER: Can you just
5 tell me what that says to you?

6 A. What it says to me is that the landlord
7 verifies that someone tells us, it doesn't tell me who
8 told us, but that Adam either talked to us in the
9 office or on the phone, I can't tell from this; that
10 the landlord verifies he moved out in July and we
11 advised her -- "her" makes me assume that it's the
12 landlord -- no call to final service. We changed the
13 mailing address per the post office and that the
14 landlord says two tenants have lived here since Adam
15 and that we advised her she needs to go to the rental
16 agency, get lease and bring into office.

17 COMMISSIONER SCHOENFELDER: Okay. And this
18 was -- what date did this happen on?

19 A. On March 11th of '97.

20 COMMISSIONER SCHOENFELDER: But this screen
21 up here says 6-9-97 up at the top. I need to know --
22 I'm confused by the dates. I need some kind of
23 sequence.

24 A. Yes. 6-9 of '97 is the date that the
25 screen -- that we printed this.

1 COMMISSIONER SCHOENFELDER: But this date
2 here, 3-11-97 on what would be the left-hand side of
3 my print, would be when that was entered into the
4 record?

5 A. Yes.

6 COMMISSIONER SCHOENFELDER: And then the
7 next time was 3-13 of '97 so you read from the bottom
8 up on these?

9 A. The bottom up, mm-hmm.

10 COMMISSIONER SCHOENFELDER: That's all I
11 have.

12 CHAIRMAN BURG: When was service
13 disconnected to Adam?

14 A. February 27th, I believe. From the -- From
15 the in-call on February 27th.

16 CHAIRMAN BURG: Which document?

17 A. On Defendant's Exhibit 6 it's not the actual
18 order history. I'm not sure if we have that exhibit
19 with us, but what I do know is from this in-call on
20 February 27th when Adam called to start service at
21 this address and advised us that he hadn't lived here
22 for months, we did.

23 CHAIRMAN BURG: So then you disconnected
24 that service?

25 A. Yes, we did.

1 CHAIRMAN BURG: Tell me again, when did
2 you -- when did you enter an address change for Adam?

3 A. I don't think I testified to that. I think
4 that we have another representative that --

5 CHAIRMAN BURG: You should be able to tell
6 from this document.

7 A. Not from any of the screens that I have
8 right in front of me. There may be a different
9 exhibit.

10 MS. HUIZENGA: Do you have Defendant's
11 Exhibit 8?

12 A. Oh. December 12th, 1996.

13 CHAIRMAN BURG: Okay.

14 A. The bottom remark on the screen had a
15 forwarded address.

16 CHAIRMAN BURG: And how would I know, then,
17 what the forwarded address that you're sending these
18 to?

19 A. You wouldn't from any of these exhibits. I
20 believe that there is another exhibit. We have a
21 mailing address exhibit.

22 MS. HUIZENGA: Yeah, Defendant's Exhibit 5.

23 A. On Exhibit 5, one would show the mailing
24 address that was installed, 619 West 13th Street.

25 CHAIRMAN BURG: And as of when?

1 A. December 12th, 1996.

2 CHAIRMAN BURG: And let's see. I'm trying
3 to recall, and if you don't know this, I'll have to
4 find out from somebody else. Where was Adam living at
5 that time?

6 A. I don't know, sir.

7 CHAIRMAN BURG: If I recall right, he'd
8 already moved to a different address so the forwarding
9 would not have caught up in that case. Is that very
10 frequently -- does that frequently happen?

11 A. Not that I'm aware of, no.

12 CHAIRMAN BURG: I guess that's all the
13 questions I have.

14 You have anything Pam?

15 VICE-CHAIRMAN NELSON: No.

16 CHAIRMAN BURG: Does that call for any
17 redirect?

18 MS. HUIZENGA: No.

19 CHAIRMAN BURG: Re-cross?

20 RECROSS-EXAMINATION BY MS. HATTERVIG:

21 Q. On Exhibit 5 is there any way to tell when
22 it was entered, the change of address?

23 A. On Exhibit 8?

24 Q. I mean on Exhibit 5.

25 A. No.

1 Q. And on Exhibit 8 it doesn't show the address
2 for -- as 619 West 13th Street, correct?

3 A. Yes, you're correct.

4 Q. So you have to flip back between 5 and 8 to
5 figure out what the address is changed to and the date
6 it's changed?

7 A. We have a screen in our -- first let me
8 start with based on the exhibits you had in front of
9 you, yes, that's what you had to do. But we do have a
10 screen in our customer information system that our
11 customer representatives in the office on the
12 telephone or in the credit department can flip to call
13 up the transaction history which will show us the date
14 that each of these transactions are done, the type of
15 transaction, and the employee number that completed
16 and worked on the transaction. And from that I can --
17 and that's Defendant Exhibit 4 and it shows me that a
18 name transaction which is install mailing address was
19 done on December 12th. It would be the fourth
20 transaction down, December 12th, 1996, name and the
21 then it says install mailing address.

22 CHAIRMAN BURG: Okay. Any other questions?

23 MS. HATTERVIG: Just one more, I promise.

24 It's just one more.

25 When they write their comments on the --

1 employees write comments on the computer screen, do
2 they take down verbatim what's said or do they
3 summarize what they -- they want to put on the screen?

4 A. No. They do write down what the customer
5 said. Oftentimes they may skip letters or initials to
6 try to fit it into a confined space.

7 Q. So they're supposed to write verbatim what's
8 said?

9 A. Yes.

10 Q. And are they allowed to make any comments or
11 make any remarks of their own?

12 A. Rhetorical comments.

13 Q. Are they allowed to put in their own
14 comments about what they think about the call?

15 A. No. They put down information that the
16 customer tells us.

17 MS. HATTERVIG: That's all the questions I
18 have.

19 CHAIRMAN BURG: Does this add any other
20 direct?

21 MS. HUIZENGA: Real quick redirect.

22 REDIRECT EXAMINATION BY MS. HUIZENGA:

23 Q. May a representative add comments on
24 occasion to a screen other than what is said between
25 the two individuals?

1 A. Company employees add comments that state
2 what they've done to an account but not interpretation
3 about what they believe is going on.

4 Q. This may be policy but in your time with the
5 company, can you say this is always what happens?

6 A. Truthfully, no.

7 MS. HUIZENGA: Truthfully. That's all.

8 CHAIRMAN BURG: Anything else? If not, this
9 witness may be excused.

10 (The witness was excused at this time.)

11 CHAIRMAN BURG: Do you have any other
12 witnesses?

13 MS. HUIZENGA: Just one. We would call
14 Cheryll Ahnberg.

15 CHERYLL D. AHNBERG,
16 called as witness, being first duly sworn, testified
17 as follows:

18 DIRECT EXAMINATION BY MS. HUIZENGA:

19 Q. Miss Ahnberg, please state your complete
20 name and spell it for the record.

21 A. Cheryll, C-h-e-r-y-l-l, D., Ahnberg,
22 A-h-n-b-e-r-g.

23 Q. Please state the name of your employer and
24 the capacity under which you're employed.

25 A. I work for MidAmerican Energy Company and

1 I'm a customer representative in the Sioux Falls
2 office.

3 Q. And how long have you held that position?

4 A. I began with Minnegasco ten and a half years
5 ago and converted to Midwest Gas in September of '93
6 and converted to MidAmerican Energy, I believe,
7 December of '95.

8 Q. So your prior experience with the company
9 would be in the present position you now hold?

10 A. I was in the phone center when we were our
11 own office in the local office, the Sioux Falls, so
12 until December of '95 I was also a phone
13 representative taking phone calls.

14 Q. Okay. What are the major responsibilities
15 of your current position?

16 A. I handle walk-in customers. I cashier. I
17 work return mail and I work correspondence and I'm
18 also backup for various departments in the -- within
19 the Sioux Falls office.

20 Q. Okay. MidAmerican shows you Defendant's
21 Exhibit 5 and Exhibit 8, which discuss adding a
22 forwarding address from the post office. Are you
23 familiar with this particular type of activity?

24 A. Yes, I am.

25 Q. And are you aware that -- would this address

1 conversation with Mrs. Eberle in the office?

2 A. Yes. Mr. and Mrs. Eberle.

3 Q. Okay. Was it about the past-due account at
4 834 South Minnesota that had been in Mr. Headrick's
5 name? Was the conversation about that?

6 A. As far as I didn't discuss dollar amounts.
7 Is that what you're asking?

8 Q. I'm asking if it was about the account
9 that's the subject of this hearing.

10 A. That is why Mr. and Mrs. Eberle came in
11 specifically, yes.

12 Q. All right. What did you explain to
13 Mrs. Eberle concerning options she had at the time, if
14 anything?

15 A. She brought in the lease agreements, and I
16 explained that I cannot put anybody's name on the
17 account unless they're specifically in the office
18 requesting me to do that individually by themselves.
19 I can't take third-party information and put someone
20 else into an account without their permission.

21 Q. Would you have been able to at that point,
22 having those leases, been able to put service in
23 Mrs. Eberle's name?

24 A. I did offer to go back and bill the Eberle's
25 from July when Adam wanted his name removed and they

1 were not willing to do that.

2 Q. Did you also discuss with Mrs. Eberle the
3 fact that she had other tenants in that address -- at
4 that address in 1996?

5 A. Say that one more time. Did I talk to her
6 in '96?

7 Q. No. In that same conversation, did you give
8 Mrs. Eberle information or show Mrs. Eberle
9 information concerning individuals she stated had been
10 tenants?

11 A. No.

12 Q. You gave her no information?

13 A. No.

14 Q. Did you pull up a screen of 834 South
15 Minnesota showing either a Mr. Gonzales or -- I'm
16 sorry, what was the other name -- Moran?

17 A. No.

18 Q. To your knowledge, were there any screens
19 for 834 South Minnesota that mentioned either
20 Mr. Gonzales or Mr. Moran?

21 A. No.

22 Q. Were you asked any information about
23 Mr. Gonzales or Mr. Moran to look up?

24 A. Yes. I thought maybe we had put them in the
25 wrong address. I brought up the names and that was

1 when I saw an outstanding bill.

2 Q. Was this bill for Mr. Gonzales?

3 A. No, it was not.

4 Q. Mr. Gonzales did not have a prior bad bill
5 with MidAmerican?

6 A. No, he did not.

7 Q. If a landlord today requested information
8 about other customers that would go to credit history
9 of other customers, would you provide that
10 information?

11 A. No, I would not.

12 Q. And why is that?

13 A. There's a privacy act and it is not our
14 company policy to release any information.

15 Q. Okay. Did you -- when Mrs. Eberle and
16 Mr. Eberle were there, did you tell them that there
17 was a computer screen or show her a computer screen
18 stating that Adam had called in, that he was moving to
19 a new address but would call back when he rented?

20 A. I did not see that, no.

21 MS. HUIZENGA: No further questions.

22 CHAIRMAN BURG: You may cross.

23 MS. HATTERVIG: Yes.

24 CROSS-EXAMINATION BY MS. HATTERVIG:

25 Q. Are you saying you did not turn the computer

1 screen to Marcia Eberle and show her this information
2 on the screen?

3 A. Not the information I was just asked about,
4 no.

5 Q. Did you turn the computer screen and show
6 her some information on the computer?

7 A. When I was searching one name there was
8 something that came up, yes.

9 Q. Okay. And do you remember what name that
10 was?

11 A. Yes, I do.

12 Q. What was that?

13 A. Mr. Moran, M-o-r-a-n, Edwin, E-d-w-i-n.

14 Q. Okay. So you're denying that you showed her
15 anything about Mr. Gonzales?

16 A. That's correct.

17 Q. Now, was your testimony that you stopped
18 billing Adam Headrick for 834 South Minnesota at the
19 time --

20 A. I --

21 Q. Just a minute. -- at the time he came in
22 and talked to you in March?

23 A. No. He told me he was going to go talk to
24 his landlords about the situation, and when the
25 Eberles came in I ended the account according to their

1 directions to put it into their name.

2 Q. So that would have been in March of 1997?

3 A. Yes.

4 Q. So he was still being billed for that
5 address in February of '97?

6 A. That's correct.

7 Q. Did you pull up any information when you
8 were talking to either Adam or Mrs. Eberle about Adam
9 Headrick living at 619 South Minnesota -- or West 13th
10 Street, I'm sorry?

11 A. Adam was across the counter. I was talking
12 across the counter to him. I was at the cashier booth
13 when he came in so I was at the front desk when he
14 came in. As far as him seeing screens, no.

15 Q. No. I asked, did you -- when you either
16 talked with Adam Headrick or with the Eberles, did you
17 pull up any information about Adam Headrick living at
18 619 West 13th Street?

19 A. At that time I could see where he had
20 also -- was also on another account, yes, I could see
21 that.

22 Q. And that was when the Eberles came in?

23 A. Yeah. That was in March, right.

24 Q. Okay. Need to just look through this for a
25 second. Now, is it any part of your job to send out

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1 disconnect notices or call tenants?

2 A. No, it is not, not any longer.

3 MS. HATTERVIG: Then I have no further
4 questions.

5 CHAIRMAN BURG: Does this cause any
6 redirect?

7 MS. HUIZENGA: No, I don't believe so.

8 COMMISSIONER SCHOENFELDER: I have one.

9 If you look at your Exhibit 13, I don't see -- I
10 know that you testified that you recalled him coming
11 into the office, but is there a way to tell from the
12 screen or from your notes whether he was there
13 physically or it was a phone call? It says Adam was
14 into a lease agreement. I didn't take that to mean
15 that he was into the office. Can you explain to me if
16 you couldn't recall this how you would know whether he
17 were there personally or whether he called?

18 A. Not from this particular remark. If there's
19 a remark on a different screen, a credit, we'll
20 indicate whether it was an incoming call, an outgoing
21 call, a letter, things like that. So I do utilize the
22 letter code but it's on a credit screen which is
23 different than that.

24 COMMISSIONER SCHOENFELDER: This is just an
25 information-type thing for internally?

1 A. Yes.

2 COMMISSIONER SCHOENFELDER: Thank you.

3 That's all I have.

4 CHAIRMAN BURG: Do you have anything, Pam?

5 VICE-CHAIRMAN NELSON: No.

6 CHAIRMAN BURG: Did MidAmerican deny service
7 to Mr. Loyd?

8 A. We requested he come into the office with a
9 lease agreement and an ID to gain service.

10 CHAIRMAN BURG: And did he do that?

11 A. No, he did not.

12 CHAIRMAN BURG: He did not. So nothing else
13 happened after his original request?

14 A. Two requests, one in December, one in
15 February he called.

16 CHAIRMAN BURG: And then it was just dropped
17 after that?

18 A. We feel it's --

19 CHAIRMAN BURG: You didn't hear anything?

20 A. Right.

21 CHAIRMAN BURG: That's all I have. Any
22 redirect?

23 MS. HUIZENGA: No.

24 CHAIRMAN BURG: Any other cross?

25 MS. HATTERVIG: I do have.

1 REXCROSS-EXAMINATION BY MS. HATTERVIG:

2 Q. The comments on 3-13-97, Adam was into a
3 lease agreement from 5-96 to 5-97, it goes on to say
4 Adam thought landlord would call when new tenants came
5 in, landlord didn't and Tenant 2 didn't call for
6 service, 7-18 to 12-1. Tenant 3 Brenda Hough also
7 owed something, WOFF. Dispute between Adam and
8 landlord.

9 Now, these last parts about the landlord didn't
10 come in and Tenant 2 didn't call and it's a dispute
11 between Adam and the landlord, are those your comments
12 that you're just telling the computer this or is this
13 a verbatim type of?

14 A. He did say to me that he thought the
15 landlord would call, yes, to have ended the account.

16 Q. And but then the part that goes on to say he
17 didn't -- the landlord didn't and Tenant 2 didn't
18 call, is that information you're adding to the
19 computer?

20 A. Those were taken from the lease agreements
21 the Eberles furnished.

22 Q. So that's not any kind of verbatim what you
23 and Adam talked about at that time?

24 A. That part is just information after the
25 fact. I added that because the landlords, I believe,

1 came in that same afternoon.

2 Q. So you do add comments after the person
3 comes in and talks to you?

4 A. If it pertains what the exact remark that's
5 on there, if it's just going to make it more clear.

6 MS. HATTEVIG: I have nothing further.

7 CHAIRMAN BURG: Does that generate any
8 redirect?

9 MS. HUIZENGA: No.

10 CHAIRMAN BURG: Anything from the
11 commissioners?

12 If not, you may be excused.

13 (The witness was excused at this time.)

14 CHAIRMAN BURG: Any other witnesses?

15 MS. HUIZENGA: No more witnesses, Your
16 Honor.

17 CHAIRMAN BURG: Any other matters to come
18 before we -- do you have any rebuttal or any rebuttal
19 witness?

20 MS. HATTEVIG: No. I'd just like to --
21 there was a record that I think was attached to the
22 answer that I didn't see in here so I'd just like to
23 show it to them and see if I'm wrong.

24 There's an exhibit that shows and I don't have
25 copies other than just my one copy, I'm sorry, because

1 I thought it was going to be entered. It's an exhibit
2 showing what the bill was for this address from July
3 of '96 all the way through March 21 of '97 so it will
4 show what that month's bill is and then how much you
5 add on to the next month. And I think that needs to
6 be entered because of the comment that 75.15 was past
7 due but we didn't know what was the current month's
8 bill and they're saying they don't call them until
9 it's over \$100. So I'd like to have this marked
10 as Exhibit D.

11 CHAIRMAN BURG: Complainant Exhibit D; is
12 that right?

13 MS. HATTERVIG: Yes.

14 (Complainant's Exhibit D was marked.)

15 MS. HATTERVIG: We'll enter Exhibit D.

16 (Complainant's Exhibit D was offered.)

17 CHAIRMAN BURG: Why don't you also make a
18 note in the record that we'll distribute a copy of
19 Exhibit D.

20 Does anybody have anything else?

21 MS. HATTERVIG: I have nothing more.

22 CHAIRMAN BURG: Do you object to Exhibit D?

23 MS. HUIZENGA: No, no objection.

24 (Complainant's Exhibit D were received.)

25 CHAIRMAN BURG: Do you wish to make a

1 closing statement?

2 MS. HUIZENGA: MidAmerican understands the
3 issue to be whether Mr. Headrick requested termination
4 or transfer of service in July 1996, and MidAmerican
5 believes that there was nothing entered here today
6 which shows that he did so and that the -- at least
7 the evidence is that he did not request service be
8 transferred or disconnected in July 1996.

9 CHAIRMAN BURG: Do you have any closing
10 statement? Let me just for a minute. We also -- we
11 usually leave it up to the parties whether you want to
12 do brief or closing statements or both, but we'll
13 discuss whether briefs are desired or not.

14 MS. HATTERVIG: Well, our closing argument
15 is basically that Adam Headrick did not live at 834
16 South Minnesota from July '96 on and that MidAmerica
17 had knowledge that he was living elsewhere. They left
18 this bill -- they had knowledge that other tenants
19 were calling in trying to get service established at
20 that address. They had knowledge of who the landlord
21 was at 834 South Minnesota. They had knowledge of how
22 to reach Adam Headrick. They had knowledge on how to
23 reach Adam Headrick's parents. They had his cell
24 phone number. They had as much information as they
25 needed to try to clear this up.

1 Also, I don't know why it would take from July to
2 December of 1996 to get a change of address entered.
3 Adam at the time was in Europe and so there's no way
4 he would have been down to the post office putting in
5 a change of address card around December of '96
6 because he wasn't even around. He testified he put
7 his change of address in before he left and moved
8 over -- or right at the same time he moved to the new
9 address, and so where MidAmerica was in changing that
10 address was -- we can only guess. But that bill
11 should have been sent almost immediately to the
12 13th Street address where he was living and was still
13 there for a month and a half. It was near the end of
14 September when he moved out. He should have received
15 a bill from MidAmerica telling that there was a
16 problem with him being billed for 834 South
17 Minnesota.

18 To let this go on for such a long time with Adam
19 innocently not knowing that there was any kind of bill
20 at 834 South Minnesota being accumulated in his name I
21 think it is irresponsible on the part of MidAmerica.
22 They had enough knowledge to know there was a
23 problem. Adam had always paid on time up to that
24 point, and I think when you're dealing with college
25 students and they're moving from apartment to

1 apartment during the different changes in semesters
2 and everything, and MidAmerica, I'm sure supplies gas
3 to a lot of college students and tenants that move,
4 that there should have been some responsibility on the
5 part of MidAmerica to do something about this bill
6 instead of just going on and on billing it to Adam
7 Headrick when they had enough knowledge that Adam
8 Headrick wasn't paying or had moved. And
9 unfortunately Adam can't remember the exact phone call
10 to MidAmerica, but he had no other problems with his
11 NSP, his telephone or his water or anything like that
12 having it changed from 834 South Minnesota to 619 West
13 13th Street.

14 It's not his fault that he doesn't recall that,
15 but it just doesn't make any sense that he did it with
16 all of his other utilities and not call MidAmerica. I
17 don't know why it isn't on the screen. Mrs. Eberle
18 says she did see it on the screen, that she was shown
19 the screen with this Gonzales's name on the screen.
20 We cannot explain it and I don't know, but the end
21 result is that this customer should not be responsible
22 for other customers' bills at 834 South Minnesota
23 Avenue.

24 CHAIRMAN BURG: I think I errored in asking
25 for your closing statement first. Do you want to add

1 to anything?

2 MS. HUIZENGA: Couple comments as we're
3 going to go. To the extent the post office has a
4 change of address, whether or not MidAmerican would
5 put this on its records in December should not affect
6 the fact that the post office would forward that
7 mail. We also have had no evidence today on the
8 Minnesota manner in which other utilities were
9 contacted or not contacted, and I believe it's an
10 unfair comparison since we don't have that information
11 in front of us.

12 We do know what we can give you are our records
13 and our information, but it's -- it's very difficult
14 to prove a negative other than the fact that our
15 customers have a perfect right to have service at more
16 than one address in their name. I'm sure Marcia
17 Eberle does it quite often. We don't inquire upon
18 particular customers as to why they would want to do
19 this. We do know in this case Mr. Headrick did want
20 to do so until it was rerented, this particular
21 address was rerented. We do know that now. We did
22 not have that information at the time, and it was
23 Mr. Headrick's responsibility to request that service
24 be discontinued. We've shown today that he did not do
25 so.

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1 CHAIRMAN BURG: Thank you. We'll go off the
2 record now and we'll establish a briefing schedule.

3 (An off-the-record discussion was held.)

4 CHAIRMAN BURG: We'll establish a briefing
5 schedule which will be 30 days after receipt of
6 transcript for the -- for the brief of the
7 complainant, correct, and the then rebuttal brief on
8 the -- 30 days after that and -- Or excuse me.

9 MS. HOLM: MidAmericans' brief.

10 CHAIRMAN BURG: MidAmerica's brief 30 days
11 after the filing of the complainant's brief and
12 rebuttals will be simultaneous 15 days after that.

13 * * *

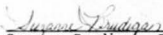
14 (The proceedings adjourned at 2:00 p.m., 7-14-97.)
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CERTIFICATE

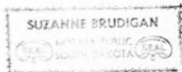
I, Suzanne M. Brudigan, Certified Shorthand Reporter and Notary Public for the State of South Dakota, do hereby certify that I acted as such reporter at the proceedings of the within-captioned action, and that the foregoing transcript, Pages 1-124 inclusive, are a true and complete transcript of my shorthand notes of the proceedings.

I further certify that I am not related to or employed by any of the parties in this action; and further that I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

I have hereunto subscribed my name at Sioux Falls, South Dakota, Minnehaha County, on this 25th day of July, 1997, certifying the foregoing transcript.


Suzanne Brudigan, RPR-CSR-NP

My commission expires 7-19-2002.



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112.25	adding (2)	106.21	91.24	applies (1)	59.2	bad (10)	52.8	52.22
accounting (1) 108.4	118.18			appropriate (1) 80.9		56.19	56.23	80.21
account (4)	3.9	addition (1)	96.14	appropriately (1)	15.6	80.11	80.16	80.21
62.20 62.24 63.6		additionally (1)	57.14			81.4	111.4	
63.59 64.2 64.5		71.1 75.3		April (1)	10.23	balance (4)	17.21	
64.7 64.11 68.22		address (w)	3.20	51.15 59.3	68.24	63.4 78.4	80.4	
73.20 74.19 75.14		11.17 12.22	15.9	69.1 69.2	70.15	balances (1)	73.21	
78.16 78.4 78.5		15.17 16.21	17.10	71.10 84.16		banks (1)	26.12	
78.16 79.11 80.5		17.12 17.14	18.3	70.18 71.6	71.7	based (1)	34.5	
81.18 81.21 82.4		22.9 22.13	22.17	71.11 71.11	82.2	basis (1) 62.24		
83.3 83.10 83.15		22.23 26.20	26.24	93.11 114.14	115.9	become (1)	61.18	
97.17 97.18 97.21		26.25 27.2	28.12			began (1)	106.4	
98.3 98.4 105.2		32.8 35.3	38.9	agreements (2)	109.15	beginning (1)	14.15	
108.3 108.8 108.15		39.6 39.18	39.21	116.20		behalf (1)	1.18	
109.3 109.8 109.17		40.1 46.6	56.3	ahead (1)	28.25	1.22 1.25		
109.20 112.25 113.20		56.9 56.19	69.19	Ahnberg (1)	2.12	behind (2)	85.21	
116.15		74.14 74.21	74.25	105.14 105.15	105.19	belief (1)	17.16	
account's (1)	66.14	78.2 78.5	80.17	105.21		believes (1)	119.5	
accounting (1)	73.12	82.22 85.3	85.7	ahold (2)	47.18	below (2)	78.6	
accounts (1)	62.13	85.16 85.18	86.1	52.13		Ben (7)	10.18	11.7
73.19 79.14		87.20 87.24	88.9	Allen (1)	5.4	14.18 14.21	23.15	
accumulated (2)		89.14 89.16	91.4	allowed (1)	35.14	29.11 29.13		
80.21 120.20		91.4 91.7	93.22	104.13		benefit (1)	80.12	
accurate (1)	34.14	95.11 97.24	97.25	almost (1)	120.11	best (1) 67.12		8.15
act (1)	111.13	99.13 100.21	101.2	along (1)	45.4	better (1)		
acted (1)	124.2	101.21 103.8	102.22	always (1)	13.23	between (2)	6.16	
action (1)	124.3	103.21 106.22	106.25	13.25 14.1	70.20	6.19 25.4	42.24	
124.6 124.7		107.8 107.11	107.12	70.22 88.22	105.5	43.16 51.6	52.24	
active (1)	73.20	110.3 110.4	110.25	120.23		70.14 71.20	77.4	
94.16 95.1		111.19 113.5	118.2	among (1)	7.5	84.9 84.16	91.17	
activity (2)	96.22	119.20 120.2	120.5	amount (1)	24.24	91.20 91.25	93.16	
106.23		120.7 120.9	120.10	34.1 39.9	78.17	94.23 103.4	104.24	
actual (2)	90.8	122.12 122.4	122.16	78.21 78.24	83.8	116.7 116.11		
100.17		122.21		96.12 96.13		beyond (1)	35.23	
Adam (7)	1.4	addresses (1)	82.24	amounts (2)	59.13	bill (4)	1.6	5.6
1.18 2.4 3.10		94.1 94.12		34.1 39.9	78.17	15.2 15.3	16.15	
5.4 6.4 6.17		adjoined (1)	123.14	28.12 48.24	69.17	17.17 18.6	18.10	
9.6 9.10 9.14		admission (1)	65.3	71.3 71.25	72.3	18.14 18.17	18.24	
9.16 11.1 35.1		admitted (2)	7.12	83.6 117.22		35.5 36.25	43.3	
36.11 40.24 41.5		8.23		Anthony (1)	48.5	43.17 43.23	42.5	
41.7 41.16 41.22		admitting (1)	7.1	79.19 80.2	81.8	45.1 46.16	48.14	
45.1 45.9 45.15		advise (1)	98.3	86.9 86.11	86.16	54.13 54.25	55.6	
46.1 46.2 46.3		advised (1)	79.22	87.19		55.8 63.4	78.4	
55.18 64.7 74.13		81.9 99.11	99.15	anybody's (1)	109.16	78.19 78.24	79.15	
74.16 74.18 74.23		100.21		anyway (2)	43.12	82.5 83.10	83.13	
75.5 75.6 78.2		affect (1)	122.5	70.7		83.16 85.15	85.16	
82.12 82.19 82.21		afford (1)	38.15	apartment (1)	10.2	85.21 88.22	88.24	
85.10 85.12 86.13		afternoon (2)	98.6	18.7 18.9	19.5	89.2 89.3	89.4	
86.19 86.22 93.19		117.1		19.16 23.10	38.15	89.10 89.13	93.6	
94.19 99.8 99.14		again (1)	27.25	65.22 89.11	90.14	93.10 94.10	94.17	
100.13 100.20 101.2		77.7 81.9	90.4	120.25 121.1		94.21 95.10	95.16	
102.4 108.1 108.5		101.1		appealed (1)	5.24	109.24 111.1	111.2	
108.20 109.25 111.18		against (2)	1.5	appearances (2)		111.4 118.2	118.4	
112.18 113.8 113.8		agencies (1)	54.7	1.15 6.1		118.8 119.18	120.10	
113.11 113.16 113.17		agency (4)	41.19	appearing (1)	6.10	120.15 120.19	121.5	
114.13 116.2 116.4		41.21 53.25	99.16	appended (1)	7.4	83.15		
116.7 116.11 116.23		ago (1)	14.16	applicant (1)	74.15	95.11 113.4	120.16	
119.15 119.22 119.23		61.18 61.23	62.2	application (1)	3.23	112.18 121.6		
120.3 120.18 120.23		106.5		4.16 74.9	77.11	bills (2)	15.21	
121.6 121.7 121.9		agree (2) 60.6	92.23	94.3 96.1		15.22 16.8	16.16	
Adam's (1)	48.11	agreed (2)	23.21	applied (1)	59.7	20.24 23.20	23.22	
add (7)	78.23 104.19					23.23 25.25	26.6	
104.23 105.1 117.2								
118.5 121.25								
added (1)	87.20							
108.15 116.25								

26.12	42.16	42.23	115.24	117.7	117.10	cetara (1)	79.24	70.11	59.9	59.22	60.11
46.23	73.21	95.6	117.14	117.17	118.11	chair (1) 9.7		class (1) 38.13	61.6	61.12	61.15
95.7	95.22	107.4	118.17	118.22	118.25	Chairman (1) 1.13		classes (1)	61.22	62.1	63.22
107.9	121.22		119.9	121.24	123.1	5.11	5.11	clause (2)	67.22	67.23	71.7
bit (3)	19.20	76.21	123.4	123.10		6.11	7.9	85.17	71.12	73.7	73.15
82.9			business (3)	7.3		7.14	7.25	8.5	73.20	80.23	80.25
books (1)	95.25		button (2)	14.2		8.10	8.15	8.18	81.25	86.24	105.1
booth (1)	113.12		28.16			8.21	8.23	9.1	105.5	105.25	106.8
bottom (3)	50.24					9.7	20.13	20.16	107.10	107.18	111.14
97.6	100.7	100.9				21.11	21.16	30.18	company's (1)	91.22	
101.14						33.11	33.15	33.21	comparison (1)	122.10	
box (3)	1.21	26.11				34.16	34.22	35.14	complainant (4)		
26.15						36.2	36.9	36.20	6.2	9.5	118.11
Brad (1)	31.25					37.4	38.8	39.9	121.25	123.7	
break (3)	20.2					39.16	40.4	40.10	complainant's (1)		
92.5	92.6					48.17	48.22	49.1	2.3	3.3	5.2
breaking (1)	23.17					58.24	59.5	59.11	7.24	8.24	50.1
Brenda (3)	48.5					59.15	60.15	60.19	53.23	118.14	118.16
48.7	116.6					64.21	66.18	66.21	118.24	123.11	
brief (6)	119.12	123.6				69.20	69.23	70.11	complaint (9)	1.4	
123.7	123.9	123.10				70.19	70.25	72.1	5.4	6.18	7.5
briefing (2)	123.2					72.6	84.19	90.3	68.19	67.18	48.19
123.4						91.12	91.14	92.23	complete (4)	66.7	
briefs (1)	119.13					93.1	93.4	93.13	72.16	105.19	109.4
bring (4)	16.12					96.7	96.24	100.12	completed (2)	35.21	
50.5	86.21	99.16				100.16	100.23	101.1	103.15		
Brookings (1)	49.17					101.5	101.13	101.16	complies (1)	107.15	
brought (3)	99.2					101.25	102.2	102.7	36.4		
109.15	110.25					102.12	102.16	102.19	computer (2)	45.10	
Brudigan (2)	124.1					103.22	104.19	105.8	45.20	55.23	55.25
124.12						105.11	111.22	114.5	65.6	66.10	66.13
budget (1)	63.4					115.4	115.6	115.10	66.25	67.4	67.5
build (1)	67.8					115.12	115.16	115.19	85.12	104.1	107.19
Burg (1)	1.13					115.21	115.24	117.7	108.13	111.17	111.17
5.3	5.11	6.5				118.11	118.17	118.22	111.25	112.5	112.6
6.11	7.9	7.11				118.25	119.9	121.24	116.12	116.19	
7.14	7.25	8.5				123.1	123.4	123.10	concerned (1)	75.1	
8.10	8.15	8.18				chance (4)	8.6		concerning (5)	56.1	
8.21	8.23	9.1				18.19	35.15	74.7	62.20	63.9	109.13
9.7	20.13	20.16				change (3)	15.9		110.9		
21.11	21.16	30.18				67.3	91.3	91.4	condition (2)	33.24	
33.11	33.15	34.16				91.6	101.2	102.22	confidential (2)		
34.22	35.14	36.2				107.1	107.8	120.2	91.21	93.17	
36.9	36.20	37.1				120.5	120.7	122.4	confined (1)	104.6	
38.8	39.9	39.16				86.4	99.12	103.5	confirmed (1)	75.6	
40.4	40.10	48.17				103.6	121.12		confirmed (2)	75.22	
48.22	49.1	57.14				changes (1)	121.1		confused (2)	75.22	
58.17	58.20	58.24				changing (1)	120.9		connection (7)	41.22	
59.5	59.11	59.15				charge (1)	65.1		49.19	54.7	58.2
60.15	60.19	64.21				chick (4)	24.23		58.11	58.12	80.10
66.18	66.21	69.4				53.6	54.15	96.2	consider (2)	82.11	
69.10	69.14	69.20				Cheryll (4)	2.12		91.25		
69.23	70.11	70.19				105.14	105.15	105.21	considered (1)	22.19	
70.25	72.2	72.6				choose (3)	68.10		consist (1)	7.2	
84.19	90.3	91.12				88.12	88.17		constant (1)	24.12	
91.14	92.23	93.1				Christmas (1)	28.9		consumer (1)	67.10	
93.4	93.13	96.7				circled (1)	51.5		contact (10)	20.1	
96.24	100.12	100.16				Circuit (1)	5.24		24.13	32.19	33.1
100.23	101.1	101.5				city (8)	1.7		33.2	39.4	59.9
101.13	101.16	101.25				28.21	34.7	34.12	60.1	68.20	75.5
102.2	102.7	102.12				77.17	77.17	77.19	78.8	89.1	89.11
102.16	102.19	103.22				clarified (1)	34.24		94.5	94.12	97.11
104.19	105.8	105.11				clarify (2)	59.16				
111.22	114.5	115.4									
115.6	115.10	115.12									
115.16	115.19	115.21									

contacted (3)	44.22	73.18	73.23	73.23	65.13	65.15	65.17	determine (1)	69.15	101.6	107.20	108.13
71.21	78.8	122.9	74.2	75.1	78.6	65.19	65.23	dialed (1)	35.22	63.5	68.20	99.7
contacts (2)	12.12	79.13	95.4	96.22	66.3	66.6	69.6	difference (4)	6.16	62.24	67.1	67.3
59.9	114.19	114.22	67.7	83.17	78.18	83.17	92.11	6.18	33.22	34.6	78.1	78.7
continue (4)	35.5	21.19	34.23	40.7	100.1	103.5	103.13	different (14)	7.22	78.15	78.17	79.9
79.16	81.1	89.4	57.13	58.18	59.17	107.16	108.20	34.11	56.19	78.7	documented (4)	
Continued (1)	4.1	64.20	64.21	71.1	64.14	71.20	71.20	85.15	85.25	86.2	63.6	64.1
continues (1)	81.2	71.1	84.19	91.12	83.16	99.22		97.24	97.25	101.8	66.15	64.5
contract (8)	78.16	93.13	111.22	115.24	Davenport (4)	1.21		102.8	114.19	114.23	documents (1)	49.1
77.5	77.6	91.25	cross-examination (7)		1.23	6.9	76.20	121.1			Doe (1)	44.14
92.2	92.4	92.5	5.22	21.20	49.3	days (7)	25.1	difficult (1)	122.13		doesn't (7)	21.6
92.6	94.23		49.5	64.24	84.21	78.21	123.5	22.7	25.3	27.13	63.5	68.20
conversion (7)		111.24	current (8)	26.24		123.10	123.12	34.24	40.17	59.17	103.1	121.14
28.18	29.24	108.16	27.1	62.4	73.17	deal (2)	62.12	61.1	64.19	72.15	dollar (1)	109.6
108.20	109.1	109.5	78.23	80.6	98.14	dealing (1)	120.24	105.18			done (11)	17.25
110.7			106.15	118.7		dealt (1)	46.21	directing (2)	62.6		64.3	64.4
converted (2)	106.5		customer (3)	22.18		debt (1)	52.8	directions (2)	68.21		103.14	103.19
copies (4)	8.5		22.18	27.23	28.20	56.20	56.22	directly (2)	25.14		108.10	
29.18	66.25	117.25	35.22	61.7	61.24	80.11	80.16	113.1			dorm (1)	19.9
copy (7)	1.1	9.2	62.4	62.10	62.14	80.21	81.4				down (10)	29.13
22.6	31.12	57.18	63.3	64.3	73.12	December (2)	28.6	disconnect (17)	5.18		29.17	44.11
117.25	118.18		74.1	74.24	76.8	48.7	38.6	6.15	6.16	6.19	95.4	103.20
corner (2)	56.9		77.12	77.18	78.1	79.12	80.14	6.21	6.21	63.19	104.4	104.15
97.19			78.7	78.9	78.14	95.18	96.11	70.16	71.19	71.22	dropped (1)	115.16
correct (4)	12.25		78.19	80.16	82.14	102.1	103.19	79.14	82.1	83.17	drug (1)	47.15
22.2	22.3	22.10	82.15	82.16	82.18	106.7	106.12	94.10	96.18	96.19	due (10)	63.4
22.14	22.21	22.24	85.25	89.17	89.20	115.14	120.2	114.1			63.16	78.16
25.11	27.15	28.1	90.8	90.10	91.2	122.5		disconnected (19)			78.22	83.16
29.6	40.19	51.2	91.17	91.20	91.21	decision (1)	5.23	13.17	13.19	14.10	96.20	118.7
51.13	52.1	54.19	92.1	92.7	92.9	Defendant (1)	103.17	15.5	23.4	33.22	duly (5)	9.11
55.2	55.23	59.3	93.8	93.17	94.13	Defendant's (7)		34.2	35.9	50.15	60.24	72.13
59.7	63.20	63.20	104.4	104.16	106.1	2.8	3.11	51.9	68.17	70.5	during (1)	10.1
69.21	70.17	70.21	121.21			7.2	7.8	71.23	76.24	94.11	37.8	59.12
74.2	77.2	79.4	customer's (1)	94.18		12.16	13.3	95.10	100.13	100.23	77.16	79.15
80.22	80.23	83.12	customers (14)	62.12		22.5	27.12	119.8			82.1	83.18
87.13	87.17	92.7	68.8	73.25	74.20	30.7	30.23	disconnection (1)			121.1	
92.19	97.11	103.2	82.23	83.22	84.2	74.5	77.7	63.8	63.13	64.14	duty (1)	61.23
103.3	108.19	112.16	88.17	95.1	106.16	77.23	79.18	68.12	80.5	81.18	DX (1)	2.2
113.6	123.7		111.18	111.9	122.15	83.2	83.6	81.21	83.23	84.3		
correspondence (1)			106.17	101.10	101.22	106.17	101.10	96.11	107.10			
106.17			122.18	106.20	107.13	deleted (1)	66.10	discontinues (1)	70.20			
counsel (2)	6.10		customers' (1)	121.22		delivered (1)	25.20	50.10			-E-	
124.7			CX (1)	2.2		Dempsters (1)	39.5	discontinued (2)			E (1)	1.11
country (2)	113.11					denial (1)	35.16	82.20	122.24		E-b-e-r-l-e (1)	40.21
country (1)	16.5					denied (1)	45.12	discuss (4)	106.21		E-d-w-i-n (1)	112.13
County (2)	49.17					deny (2)	86.1	109.6	110.2	119.13	early (2)	42.22
124.9						denying (1)	112.14	discussed (8)	7.16		East (2)	1.17
couple (8)	30.20					department (2)	95.4	27.11	28.19	53.2	easy (1)	54.24
45.3	47.20	57.16				103.12		53.3	53.19	53.21	Eberle (2)	2.5
66.23	69.4	97.22				departments (2)		96.12			10.18	40.13
122.2						73.13	106.18	discussing (1)	22.7		40.21	49.6
course (7)	37.8					Des (3)	61.21	discussion (2)	21.15		84.8	109.1
43.9						73.12	76.21	123.3			109.10	109.13
court (4)	5.25	5.25				describe (1)	91.16	dismiss (1)	60.16		110.8	110.8
8.11	9.2	9.9				description (1)	34.14	dispute (2)	116.7		111.16	112.1
35.18						desired (1)	119.13	116.10			121.17	122.17
courtesy (1)	84.1					desk (2)	33.19	disputes (1)	77.4		Eberle's (2)	109.23
created (1)	91.25					destination (3)	14.5	distribute (1)	118.18		Eberles (4)	112.25
credit (7)	3.22					77.24	35.23	district (4)	73.13		113.16	113.22
4.6	4.18	37.1				detail (2)	61.15	76.20	76.21	76.22	ECT (1)	79.22
62.13	62.15	70.23				73.2		document (7)	63.22		Ed (1)	44.17
71.24	71.25	72.21						67.3	67.13	100.16	Edwin (5)	42.6
73.9	73.11	73.11									47.4	47.12

56.2	56.5	57.17	et (1)	79.24	101.22	101.23	102.21	filed (2)	1.4	5.4	26.20	28.12	87.20
58.11	112.13		ETC (1)	79.22	102.23	102.24	103.1	filling (1)	123.11		87.24	88.1	89.16
either (1)	6.11		Euclid (1)	9.20	103.17	106.21	106.21	fill (1)	25.21	26.3	102.8	106.22	
14.4	44.17	55.11	26.24	27.1	107.14	114.9	117.24	26.7			found (7)	21.24	
55.15	57.11	60.2	38.23		118.1	118.10	118.11	final (7)	5.23	55.5	43.5	52.7	53.5
63.9	64.11	64.14			118.14	118.15	118.16	73.21	76.5	95.12	54.13	67.14	67.22
78.7	89.18	94.5	Europe (1)	9.25	118.19	118.22	118.24	98.11	99.12		four (4)	47.14	47.14
99.8	110.15	110.19	16.5	26.2	28.3			finaled (4)	26.7		88.23	94.20	
113.8	113.15		28.5	28.6	32.23	exhibits (17)	3.1	75.13	78.4	79.11	fourth (11)	103.19	
electric (1)	19.20		34.19	35.2	35.6	3.3	3.11	4.1			Pred (10)	30.24	
19.21	24.1		35.8	38.4	38.7	4.21	4.21	5.2			30.25	31.1	31.2
elsewhere (1)	119.17		39.17	120.3		7.1	7.2	7.15	financial (1)	26.11	31.7	31.8	32.12
Embassy (1)	5.8		EVANS (1)	1.23	50.1	93.21	101.19	7.20	7.24	8.24	32.18	79.5	93.24
emergency (2)	94.6		event (1)	94.3	103.8			103.8			frequently (2)	102.10	
94.7			everybody's (1)			expect (1)	5.12		fine (2)	27.8	30.5		
emphasize (1)	54.4		74.6			experience (7)	61.15		finger (2)	45.11			
employed (1)	61.4		civict (1)	76.25	62.1	73.3	73.4		56.25		Friday (1)	33.4	
72.19	105.24	124.6	evidence (1)	119.7	76.22	76.23	106.8	finger (2)	45.11		33.17	33.19	
124.7			122.7		expire (1)	10.22		finish (1)	90.23		friend (1)	38.10	
employee (1)	6.7		exact (7)	20.9	124.14	expiries (1)	124.14	firm (2)	6.10	49.19	friends (1)	19.9	
103.15	124.6		29.20	41.10	41.12	explain (4)	78.11	first (22)	6.12	9.4	front (1)	101.8	103.8
employees (1)	74.1		65.23	117.4	121.9	109.12	114.15	9.11	29.10	37.9	108.12	113.13	122.11
74.2	74.2	104.1	14.24	20.17	27.21	40.15	42.25	43.6			full (2)	40.18	89.9
105.1			29.20	32.10	38.25	44.10	48.2	48.4	50.5	60.24	funching (1)	62.7	
employer (1)	105.23		39.12	39.14	39.14	72.13	78.11	83.18	72.13	78.11	furnished (1)	116.21	
empty (1)	47.16		41.9	69.6		77.19	103.7	105.16	108.3	121.25	furniture (2)	47.22	
end (1)	6.21	20.10	exam (1)	27.13		33.13	52.21	83.9	first-class (2)	25.18			
36.1	39.1	43.12	examination (12)	9.13	22.7	92.10	122.3		26.17				
121.20	108.8	120.13	96.10	104.22	105.18	extra (2)	8.5	41.25					
ended (2)	112.25	116.15	EXAMINATIONS										
Energy (1)	1.5		(1)	2.1		-F-							
1.20	1.22	1.25	example (1)	34.10		fact (7)	22.8	24.14	fit (1)	104.6	G (1)	1.11	
5.6	5.17	6.7	56.18	74.1	73.25	86.5	110.3	116.25	five (1)	47.14	gain (1)	115.9	
7.3	14.25	16.16	92.12			122.6	122.14		88.24	94.20	gal (2)	45.23	57.10
29.18	42.17	42.24	excuse (4)	27.6		fair (1)	21.5		fixed (1)	60.4	gas (7)	12.1	12.4
49.7	50.23	61.6	36.3	91.14	123.8	Falls (14)	1.5		28.15	34.21	12.5	15.21	16.21
61.12	72.21	73.15	excused (4)	40.8		1.8	1.18	1.34	flip (2)	103.4	17.17	17.22	18.2
105.25	106.6		40.9	60.17	72.7	5.5	5.10	5.19	18.17	18.24	18.6	18.8	18.10
enter (4)	91.3	93.10	72.9	105.9	105.10	9.21	28.21	36.7	19.10		18.17	18.24	19.13
101.2	118.15		117.12	117.13		74.11	106.1	106.11	follow (2)	9.2	21.7	27.1	24.5
entered (14)	7.21	7.23	117.12	117.13		106.19	107.1	124.9	54.11		27.4	29.5	29.13
36.5	100.3	102.22	exhibit (1)	3.4		69.9	74.7	80.24	follow-up (1)	71.5	30.14	36.13	36.25
107.19	108.12	108.13	3.12	3.13	3.15	84.22	106.23		followed (1)	73.24	43.3	43.7	43.17
118.11	118.6	119.5	3.18	3.19	3.21	family's (1)	12.7		following (2)	35.19	43.19	44.3	44.8
120.2			3.23	4.3	4.5	far (1)	7.1	17.16	107.8		44.11	44.18	44.22
entire (2)	73.15		4.7	4.9	4.11	26.17	58.2	58.3	follows (1)	9.12	46.11	48.9	50.14
73.20			4.13	4.15	4.17	86.8	109.6	113.14	40.16	60.25	51.17	52.5	52.14
errored (1)	121.24		4.19	5.1	7.8	farm (1)	49.17		105.17		56.8	58.13	59.1
essentially (2)	49.25		7.13	10.12	12.16	fast (1)	91.3		footnoted (1)	98.3	59.5	59.9	59.21
77.23			13.3	16.25	22.5	father's (1)	12.20		foregoing (2)	124.3	60.11	60.13	63.25
establish (1)	80.3		22.21	27.11	27.12	fault (1)	121.14		124.9		63.25	64.7	65.5
80.7	85.3	123.2	28.25	30.7	30.23	February (18)	18.12		forget (1)	48.18	65.11	65.22	70.14
123.4			31.1	31.4	31.15	91.1	26.23	27.3	forgotten (1)	59.25	71.7	71.9	71.11
established (1)	121.15		42.1	42.2	50.20	27.5	28.8	39.10	form (4)	3.12	85.14	85.23	86.4
30.6	36.25	52.7	57.16	58.25	60.7	43.16	46.17	46.22	17.7	49.25	86.10	88.8	88.11
65.7	75.7	81.5	68.4	68.5	71.20	46.23	55.19	68.5	93.1		88.12	89.10	89.13
80.10	85.1	92.12	74.5	77.7	77.22	100.14	100.15	100.20	former (1)	17.12	90.7	90.12	90.14
119.19			77.24	79.18	81.7	113.5	115.15		18.14	49.24	90.25	94.6	94.21
establishing (4)	73.18		83.1	83.2	83.6	fellow's (1)	56.2		90.14		106.5	121.2	
22.20	65.5	73.18	84.7	86.8	87.18	few (1)	21.22	23.10	forming (1)	61.22	Geisler-Holm (1)		
75.19			93.25	97.3	97.7	49.8			forms (1)	13.6	generally (2)	22.19	
establishment (1)			97.18	98.19	99.3	figure (1)	37.15		forward (1)	26.9	50.2		
68.11			100.17	100.18	101.9	39.11	103.5		107.12	122.6	generate (1)	30.17	
			101.11	101.20	101.21	figured (1)	53.13		forwarded (1)	25.22	36.20	40.6	58.18
									101.15	101.17	59.17	60.15	66.18
									forwarding (1)	25.10	117.7		

generated (4)	63 14	104 17	111 23	111 24	home (2)	19 20	86 17	inn (2)	1 7	5 9
63 17	83 10	83 13	114 3	115 25	49 17		Illinois (1)	62 8	innocently (1)	120 19
Giebink (1)	31 25		117 6	117 20	homes (1)	49 16	immediately (1)		inquire (1)	66 4
gist (1)	28 1		118 15	118 21	honest (2)	21 25	50 9	52 14	86 13	122 17
given (1)	27 10		he'd (4)	43 14	28 17		impossible (1)	90 11	inquiries (1)	62 20
71 19	83 20	84 7	53 4	102 7	honestly (1)	14 16	in-call (2)	100 15	62 21	62 23
93 7			head (1)	39 6	Honor (1)	21 12	100 19		inquiry (1)	74 17
goes (4)	12 20	79 20	Headrick (78)	1 5	58 19	117 16	Inc (1)	50 22	install (2)	103 18
116 3	116 16		1 18	2 4	hook (7)	18 8	include (1)	23 22	103 21	
gone (1)	16 8	16 12	3 14	3 17	18 17	18 24	23 24	61 16	installed (1)	101 24
26 18	77 14	83 11	4 4	4 6	19 14	27 4	73 20		instance (1)	50 13
Gonzales (2)	42 5		4 10	4 12	hope (1)	46 25	inclusive (1)	124 4	51 17	52 5
44 17	45 5	45 12	4 18	4 20	Hough (1)	48 5	incoming (1)	114 20	68 4	
45 14	46 10	47 4	5 17	6 4	48 8	116 6	incorrect (1)	32 14	instead (1)	121 6
47 12	53 23	56 1	9 8	9 10	house (14)	19 13	incurred (1)	85 7	instructions (1)	51 5
56 4	56 19	57 1	12 21	21 21	19 21	21 6	85 15	85 18	interest (1)	67 13
57 17	58 11	110 15	23 23	32 10	23 23	32 10	indebted (1)	84 22	interested (1)	124 7
110 20	110 23	111 2	39 7	43 24	47 11	47 16	85 2	85 4	interim (1)	38 12
111 4	112 15		45 16	52 21	47 21		85 17	87 8	internal (1)	70 2
Gonzales' (1)	42 18		54 24	55 4			95 5		internally (1)	114 25
Gonzales' (1)	17 19		69 7	74 13	household (1)	84 22	independent (2)		interpretation (1)	105 2
good (1)	37 1		74 19	74 23	85 4	85 5	77 19	108 23	introduce (1)	48 18
granted (1)	20 16		79 25	80 19	86 14	86 19	independently (1)	108 17	introduced (2)	48 20
guess (1)	7 16		82 12	82 19	87 9	87 10	INDEX (1)	2 1	involved (2)	7 22
8 13	17 22	20 8	85 11	85 13	89 22	92 16	3 1	4 1	low (4)	61 20
29 21	33 12	34 4	86 22	92 13	households (1)	95 5	indicate (1)	114 20	61 21	
34 22	47 10	71 7	103 16	113 17	houses (1)	39 4	indicated (1)	29 3	105 2	
87 7	102 12	120 10	113 16	113 17	Howe (16)	30 24	indicating (2)	45 11	105 2	
-H-			119 15	119 22	30 25	31 1	56 25		Irene (1)	72 18
H (1)	1 11		121 8	122 19	31 7	31 8	indicate (1)	78 15	irresponsible (1)	120 1
H-o-u-s-e (1)	48 5		121 8	122 19	31 7	31 8	individual (2)	22 8	Israel (1)	42 5
half (2)	106 4	120 13	121 8	122 19	31 7	31 8	individually (1)	109 18	44 17	45 12
Hammar (2)	4 16		121 8	122 19	31 7	31 8	individuals (2)	104 25	46 10	47 3
11 19	17 4	22 8	121 8	122 19	31 7	31 8	110 9		47 17	53 23
22 15	22 21	23 1	121 8	122 19	31 7	31 8	inform (1)	58 6	57 17	58 10
30 6	30 10	30 24	121 8	122 19	31 7	31 8	information (1)	58 6	issue (1)	5 16
31 22	39 18	74 10	121 8	122 19	31 7	31 8	3 10	3 14	61 11	69 19
74 15	74 25	77 12	121 8	122 19	31 7	31 8	3 20	3 22	issued (1)	5 16
82 9	85 9	85 20	121 8	122 19	31 7	31 8	4 4	4 8	item (1)	69 24
86 3	93 25	94 24	121 8	122 19	31 7	31 8	4 12	4 14	items (1)	63 21
Hammer's (1)	22 23		121 8	122 19	31 7	31 8	4 19	12 6		
48 11	75 1		121 8	122 19	31 7	31 8	4 19	12 6		
hand (1)	74 4		121 8	122 19	31 7	31 8	4 19	12 6		
handic (1)	68 11		121 8	122 19	31 7	31 8	4 19	12 6		
68 22	106 16		121 8	122 19	31 7	31 8	4 19	12 6		
happening (1)	67 14		121 8	122 19	31 7	31 8	4 19	12 6		
harnessed (1)	67 14		121 8	122 19	31 7	31 8	4 19	12 6		
Hattervig (4)	1 16		121 8	122 19	31 7	31 8	4 19	12 6		
6 3	6 3		121 8	122 19	31 7	31 8	4 19	12 6		
7 10	7 15	7 19	121 8	122 19	31 7	31 8	4 19	12 6		
8 7	8 13	8 17	121 8	122 19	31 7	31 8	4 19	12 6		
8 20	8 25	9 6	121 8	122 19	31 7	31 8	4 19	12 6		
9 13	20 14	21 9	121 8	122 19	31 7	31 8	4 19	12 6		
30 20	30 22	33 8	121 8	122 19	31 7	31 8	4 19	12 6		
33 16	33 24	34 17	121 8	122 19	31 7	31 8	4 19	12 6		
35 1	35 17	36 11	121 8	122 19	31 7	31 8	4 19	12 6		
36 18	40 12	40 17	121 8	122 19	31 7	31 8	4 19	12 6		
48 15	48 21	57 15	121 8	122 19	31 7	31 8	4 19	12 6		
58 15	60 18	64 23	121 8	122 19	31 7	31 8	4 19	12 6		
64 24	66 16	71 2	121 8	122 19	31 7	31 8	4 19	12 6		
71 17	71 18	72 3	121 8	122 19	31 7	31 8	4 19	12 6		
72 22	84 20	84 21	121 8	122 19	31 7	31 8	4 19	12 6		
91 10	92 20	92 24	121 8	122 19	31 7	31 8	4 19	12 6		
93 3	93 14	93 15	121 8	122 19	31 7	31 8	4 19	12 6		
96 5	102 20	103 23	121 8	122 19	31 7	31 8	4 19	12 6		
home (2)	19 20		121 8	122 19	31 7	31 8	4 19	12 6		
Illinois (1)	62 8		121 8	122 19	31 7	31 8	4 19	12 6		
immediately (1)			121 8	122 19	31 7	31 8	4 19	12 6		
50 9	52 14	120 11	121 8	122 19	31 7	31 8	4 19	12 6		
impossible (1)	90 11		121 8	122 19	31 7	31 8	4 19	12 6		
in-call (2)	100 15		121 8	122 19	31 7	31 8	4 19	12 6		
100 19			121 8	122 19	31 7	31 8	4 19	12 6		
Inc (1)	50 22		121 8	122 19	31 7	31 8	4 19	12 6		
include (1)	23 22		121 8	122 19	31 7	31 8	4 19	12 6		
23 24	61 16	63 24	121 8	122 19	31 7	31 8	4 19	12 6		
73 20			121 8	122 19	31 7	31 8	4 19	12 6		
inclusive (1)	124 4		121 8	122 19	31 7	31 8	4 19	12 6		
incoming (1)	114 20		121 8	122 19	31 7	31 8	4 19	12 6		
incorrect (1)	32 14		121 8	122 19	31 7	31 8	4 19	12 6		
incurred (1)	85 7		121 8	122 19	31 7	31 8	4 19	12 6		
85 15	85 18		121 8	122 19	31 7	31 8	4 19	12 6		
indebted (1)	84 22		121 8	122 19	31 7	31 8	4 19	12 6		
85 2	85 4	85 13	121 8	122 19	31 7	31 8	4 19	12 6		
85 17	87 8	92 16	121 8	122 19	31 7	31 8	4 19	12 6		
95 5			121 8	122 19	31 7	31 8	4 19	12 6		
independent (2)			121 8	122 19	31 7	31 8	4 19	12 6		
77 19	108 23		121 8	122 19	31 7	31 8	4 19	12 6		
independently (1)	108 17		121 8	122 19	31 7	31 8	4 19	12 6		
INDEX (1)	2 1		121 8	122 19	31 7	31 8	4 19	12 6		
3 1	4 1		121 8	122 19	31 7	31 8	4 19	12 6		
indicate (1)	114 20		121 8	122 19	31 7	31 8	4 19	12 6		
indicated (1)	29 3		121 8	122 19	31 7	31 8	4 19	12 6		
indicating (2)	45 11		121 8	122 19	31 7	31 8	4 19	12 6		
56 25			121 8	122 19	31 7	31 8	4 19	12 6		
indicative (1)	78 15		121 8	122 19	31 7	31 8	4 19	12 6		
individual (2)	22 8		121 8	122 19	31 7	31 8	4 19	12 6		
92 10			121 8	122 19	31 7	31 8	4 19	12 6		
individually (1)	109 18		121 8	122 19	31 7	31 8	4 19	12 6		
individuals (2)	104 25		121 8	122 19	31 7	31 8	4 19	12 6		
110 9			121 8	122 19	31 7	31 8	4 19	12 6		
inform (1)	58 6		121 8	122 19	31 7	31 8	4 19	12 6		
information (1)	58 6		121 8	122 19	31 7	31 8	4 19	12 6		
3 10	3 14	3 16	121 8	122 19	31 7	31 8	4 19	12 6		
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4 4	4 8	4 10	121 8	122 19	31 7	31 8	4 19	12 6		
4 12	4 14	4 16	121 8	122 19	31 7	31 8	4 19	12 6		
4 19	12 6	12 13	121 8	122 19	31 7	31 8	4 19	12 6		
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103 10	104 15	109 19	121 8	122 19	31 7	31 8	4 19	12 6		
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110 22	111 7	111 10	121 8	122 19	31 7	31 8	4 19	12 6		
111 14	112 1	112 3	121 8	122 19	31 7	31 8	4 19	12 6		
112 6	113 7	113 17	121 8	122 19	31 7	31 8	4 19	12 6		
116 18	116 24	119 24	121 8	122 19	31 7	31 8	4 19	12 6		
122 10	122 13	122 22	121 8	122 19	31 7	31 8	4 19	12 6		
information-type (1)	114 25		121 8	122 19	31 7	31 8	4 19	12 6		
informational (2)			121 8	122 19	31 7	31 8	4 19	12 6		
62 23	63 1		121 8	122 19	31 7	31 8	4 19	12 6		
informing (1)	58 2		121 8	122 19	31 7	31 8	4 19	12 6		
initial (2)	32 4		121 8	122 19	31 7	31 8	4 19	12 6		
96 20			121 8	122						

53.7 53.8 53.24	5.12	21.5 21.6 25.2	73.16 106.14	27.18 27.22 33.5
53.24 59.6 64.8	last [9] 10.22 40.19	33.19 119.15	makes [2] 73.23	33.14 34.11 35.21
64.14 66.12 99.10	46.21 69.7 72.23	lived [13]	99.11	36.8
109.25 118.2 119.4	73.14 83.3 83.8	13.20 31.10 37.22	manager [10] 40.23	messages [1] 34.14
119.8 119.16 120.1	late [7] 88.24 94.21	38.10 39.18 39.23	61.7 61.20 61.23	meter [7] 51.6
124.9	Law [1] 6.10	43.9 45.9 47.4	62.4 70.23 71.25	61.7 71.8 71.8
June [1] 5.16	leading [2] 62.6	98.10 99.14 100.21	72.21 73.11 73.14	84.9 84.15 94.18
-K-	leak [1] 63.25	living [23]	manner [2] 76.24	mid [4] 10.8 15.14
Karen [7]	leaks [1] 63.25	38.14 47.13 47.14	122.8	16.4 37.22 37.22
1.19 6.3 6.6	lease [42]	51.24 57.24 80.19	March [7]	38.3
21.21 49.6 75.22	10.19 10.20 20.2	87.3 87.9 87.10	108.14 108.25 112.22	MidAmerica [40]
kecp [1] 29.5	23.10 23.17 27.3	87.15 87.16 88.25	113.2 113.23 118.3	12.6 13.6 13.16
keeping [1] 20.1	31.12 31.15 31.18	89.23 90.1 90.6	Marcia [14]	14.14 15.21 16.16
krm [1] 94.5	32.1 32.5 36.12	90.13 95.15 102.4	10.18 11.7 14.18	16.20 18.6 18.13
krm [9] 18.18 58.1	38.16 42.5 42.7	113.9 113.17 119.17	14.20 23.15 29.11	25.25 32.12 39.10
58.4 67.18 95.4	43.11 44.16 45.5	120.12	29.13 40.13 40.14	40.2 42.17 42.24
98.20 99.22 116.22	45.8 45.8 56.6	local [4] 6.10 61.24	40.18 40.21 112.1	43.3 43.15 45.1
120.19	80.8 80.20 81.4	80.8 106.11	mark [19]	45.21 60.19 62.5
knew [4]	81.9 86.11 86.22	location [1] 5.8	8.15	65.5 72.7 81.25
29.12 43.9 43.14	86.23 87.4 87.6	locked [1] 67.7	11.19 16.22	85.2 85.12 85.13
knowing [1] 120.19	87.11 87.12 87.14	locks [1] 47.21	17.3 22.21 30.23	89.25 90.6 90.12
knowledge [24]	92.11 92.19 99.16	longer [5]	31.22 48.11 60.21	91.3 93.17 119.16
34.5 36.24 39.25	109.15 114.14 115.9	75.6 75.25 107.12	60.23 61.3 74.10	120.9 120.15 120.21
40.3 51.15 53.5	116.3 116.20	114.2	74.15 74.25 75.1	121.2 121.5 121.10
55.1 62.16 76.18	leaked [1] 47.11	look [8] 29.1 66.24	77.12 85.9 93.25	121.16
76.20 79.11 83.20	leases [7] 7.22	74.23 83.1 107.13	marked [19]	MidAmerica's [1]
89.10 89.15 89.17	52.18 55.10 55.12	110.23 113.24 114.9	4.2 5.1 5.2	123.10
89.21 89.23 110.18	55.15 58.3 109.22	looked [2] 27.13	7.1 7.20 8.17	MidAmerica [40]
119.17 119.18 119.20	leaves [1] 119.6	82.8	10.11 12.15 13.3	1.5 1.20 1.22
119.21 119.22 120.22	leave [11]	looking [6] 31.4	16.24 31.14 42.2	1.25 5.6 5.17
121.7	70.14 82.3 82.4	57.2 77.7 77.15	50.19 74.5 108.3	6.7 7.1 7.3
KP [1] 98.12	84.9 84.9 84.15	77.25 82.8	118.9 118.14	7.4 7.6 7.7
Kristi [2]	88.12 88.17 89.7	Loss [4] 2.10 72.11	matter [7]	1.4
6.9	119.11	72.12 72.18 72.24	5.4 6.25 7.22	21.22 21.24 22.1
-L-	leave-on [9] 81.19	91.16	68.15	27.10 28.20 29.18
Lo-se [1] 72.24	load [1] 49.9	loyd [1] 49.9	matters [1]	36.25 37.1 44.18
Lo-yd [1] 48.6	Loyd [21]	48.8 48.12 57.3	may [33] 5.23 6.21	48.8 49.7 50.23
landlady [1] 23.9	79.19 79.23 80.2	79.19 79.23 80.2	6.22 9.4 10.7	52.6 55.11 55.14
landlord [40]	left [9] 16.5 47.20	80.18 81.3 81.8	10.20 21.19 22.16	58.25 60.21 61.6
23.9 25.15 29.7	47.21 52.25 70.5	81.16 86.9 86.11	27.24 27.25 35.22	61.11 61.12 61.17
30.1 32.13 33.1	85.21 107.12 119.17	86.14 86.16 86.25	37.13 37.17 37.18	61.18 64.6 64.13
40.24 70.4 70.7	120.7	87.1 87.3 87.19	37.21 38.24 39.1	72.10 72.21 73.3
70.8 70.9 70.20	left-hand [1] 56.9	92.11 115.7	40.8 41.6 60.19	73.4 73.14 73.25
71.6 71.21 75.5	LEGAL [1] 1.17	Lynn [1]	64.21 70.10 72.7	74.18 77.10 77.13
75.7 75.14 78.18	letter [1] 50.17 114.21	-M-	72.7 84.19 88.11	79.13 82.2 84.11
76.1 76.10 77.6	114.22	M [2] 1.19 124.1	101.8 104.5 104.23	88.3 90.9 91.17
77.8 77.15 81.20	letters [1] 104.5	mean [9]	105.4 105.9 111.22	91.20 92.14 94.2
82.2 90.21 96.25	level [1] 61.25	21.7 32.9 32.17	MB [1] 40.23	94.24 96.19 105.25
93.23 94.5 98.12	liable [1] 43.13	34.17 35.13 79.3	mean [9]	106.6 106.20 107.4
99.6 99.10 99.12	light [1] 46.19	102.24 114.11	21.7 32.9 32.17	111.5 115.6 119.2
99.14 111.7 116.4	likely [1] 53.24	Meaning [1] 17.24	102.24 114.11	119.4 122.4
116.5 116.8 116.9	limited [1] 36.5	means [4]	Mailing [6]	MidAmerica's [1]
116.11 116.15 116.17	line [2] 45.22 97.19	14.1	56.7 87.22 98.11	123.9
119.20	lineman [1] 61.25	meet [1] 50.4	member [2]	middle [1] 9.8
landlord's [4] 31.9	list [2] 27.14 85.1	78.8	85.4	41.10 53.24
75.8 81.22 82.6	listed [1] 17.9	mentioned [1]	mentioned [1]	Midwest [4] 35.25
landlord-tenant [1]	17.12 22.23 30.13	79.10	110.19 119.19	50.22 61.22 106.5
88.8	30.25 32.12 51.4	mailing [6]	mentioned [1]	might [4] 29.19
landlords [9]	74.15 89.21 93.23	99.13 101.21 101.23	mercy [1]	33.8 63.5 75.21
20.2 23.9 32.20	93.24	103.18 103.21	merged [1]	mine [1] 44.2 54.20
68.17 76.23 77.4	lists [1] 85.10	Main [2]	merger [1]	54.22
112.24 116.25	live [1] 9.20 10.6	1.24	message [8]	106.4
Laska [2] 1.14	11.20 11.23 15.25	major [3] 62.3		Minchaha [1] 124.9
	19.5 19.8 19.15			Minnesota [74] 5.19
				10.2 10.6 10.15
				10.17 11.12 11.21
				12.1 12.5 13.20

14.13 15.22 15.9	10.7	10.7	105.13 105.18 111.21	Nelson (11)	1.14	28.18 33.4	35.13
15.14 15.22 16.17	10.7	10.7	111.23 111.24 114.3	5.13 21.17	58.23	37.13 38.21	42.1
17.14 17.18 18.1	11.15 11.16	11.16	114.7 115.23 115.25	59.20 60.6	60.14	42.16 43.15	46.4
19.23 20.25 22.24	14.12 15.1	15.8	116.1 117.6	68.2 68.7	68.14	46.16 46.24	54.23
23.5 30.11 36.14	15.13 16.19	17.21	117.15 117.20 118.13	68.23 69.3	102.15	70.13 81.7	84.18
37.16 40.1 40.25	19.22 20.4	20.5	118.15 118.21 118.23	115.5		87.18 88.6	89.16
41.2 41.5 41.8	20.5 20.7	20.9	119.2 119.14 122.2	never (2)	55.9	106.9 112.17	113.25
41.15 42.10 42.17	20.17 20.21	23.20	123.9	67.22		116.9 122.21	123.5
42.24 43.4 43.17	24.10 24.15	25.1					
44.19 45.18 46.12	25.6 25.8	26.5					
46.17 46.24 47.4	27.2 29.8	29.17					
48.9 56.5 56.11	32.7 32.11	37.9					
57.24 69.8 69.16	37.16 37.23	39.8					
74.16 78.3 80.3	40.1 41.8	42.10					
82.12 82.21 85.22	42.13 43.13	43.14					
86.5 86.9 93.7	43.14 44.9	44.16					
95.15 97.22 98.4	45.15 45.16	45.17					
107.5 109.4 110.15	48.1 53.12	55.4					
110.19 112.18 113.9	60.1 65.21	69.7					
119.19 120.19 120.17	76.4 89.11	89.16					
120.20 121.12 121.22	99.10 102.8	120.7					
122.8	120.8 120.14	121.8					
minute (1)	92.21						
112.21 119.10							
Misc (1) 320							
Miss (1) 91.16	105.19						
missed (1)	84.5						
Meines (1)	61.21						
73.10 73.12 76.21							
76.22							
money (1)	11.6						
24.25 25.1	95.19						
95.21							
money's (1)	95.18						
month (14)	19.17						
24.23 24.25 38.11							
38.13 38.14 39.8							
43.12 44.10 47.6							
83.19 95.16 118.5							
120.13							
month's (1)	96.14						
118.4 118.7							
monthly (4)	88.22						
89.3 89.4	95.22						
months (10)	16.2						
16.6 23.10 26.3							
59.3 59.12 64.8							
64.11 70.14 71.9							
73.8 79.15 88.25							
89.8 89.9 90.30							
95.17 98.10 100.22							
Moran (1)	42.6						
44.17 47.4 47.12							
53.23 56.2 56.5							
57.18 58.11 110.16							
110.20 110.23 112.13							
morning (2)	5.3						
49.8							
most (1) 49.13	73.13						
mostly (1)	11.14						
mother (1)	32.25						
34.20 35.7							
motivating (1)	62.9						
move (8)	11.3						
11.9 37.8 38.23							
50.7 52.15 88.15							
121.3							
moved (10)	10.7						
10.7 10.25	11.12						
11.15 11.16	11.16						
14.12 15.1	15.8						
15.13 16.19	17.21						
19.22 20.4	20.5						
20.5 20.7	20.9						
20.17 20.21	23.20						
24.10 24.15	25.1						
25.6 25.8	26.5						
27.2 29.8	29.17						
32.7 32.11	37.9						
37.16 37.23	39.8						
40.1 41.8	42.10						
42.13 43.13	43.14						
43.14 44.9	44.16						
45.15 45.16	45.17						
48.1 53.12	55.4						
60.1 65.21	69.7						
76.4 89.11	89.16						
99.10 102.8	120.7						
120.8 120.14	121.8						
moves (1)	51.8						
71.8 95.12							
moving (14)	14.17						
14.19 21.24	22.17						
23.9 26.24	29.15						
29.16 45.24	46.5						
65.19 71.13	111.18						
120.25							
Mrs (129)	49.6	50.24					
84.8 109.1	109.2						
109.10 109.13	109.23						
110.2 110.8	110.8						
111.15 113.8	121.17						
Ms (129)	1.14	1.14					
1.16 1.19	1.23						
6.3 6.6	6.9						
6.13 6.24	7.10						
7.15 7.18	7.19						
8.3 8.7	8.13						
8.17 8.20	8.22						
8.25 9.6	9.13						
20.11 20.14	21.9						
21.12 21.13	21.20						
30.15 30.20	30.22						
33.8 33.12	33.35						
33.24 34.4	34.17						
35.1 35.17	36.4						
36.11 36.18	36.22						
36.23 37.3	40.12						
40.17 48.15	48.21						
48.23 48.25	49.4						
49.5 57.13	57.15						
58.15 58.19	60.18						
60.21 61.1	64.18						
64.23 64.24	66.16						
66.20 69.12	69.18						
69.22 69.25	70.1						
70.23 71.2	71.17						
71.18 71.24	72.3						
72.10 72.15	72.22						
84.17 84.20	84.21						
88.3 90.2	91.10						
91.13 91.15	92.20						
92.24 93.3	93.12						
93.14 93.15	96.23						
96.9 96.10	96.23						
101.10 101.22	102.18						
102.20 103.23	103.17						
104.21 104.22	105.7						
105.13 105.18 111.21							
111.23 111.24 114.3							
114.7 115.23 115.25							
116.1 117.6	117.9						
117.15 117.20 118.13							
118.15 118.21 118.23							
119.2 119.14 122.2							
123.9							
125.9							
127.22							
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283.9							
285.9							
287.9							
289.9							
291.9							

offhand (1)	31.13	93.6	111.1	payment (7)	69.8	pointing (1)	56.25	promise (1)	103.23																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
office (4)	15.10	owe (1)	78.20	69.15	81.13	83.3	policies (3)	62.11	proof (1)	21.4																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
15.18	25.10	owed (4)	18.6	83.8	86.12	93.10	65.1	66.1	58.8	81.3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
25.20	26.4	26.18	39.10	43.8	116.7	pays (2)	52.19	57.22	properties (1)	40.23																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
28.20	28.22	28.23	owes (2)	45.2	80.16	peeking (1)	56.24	policy (1)	62.10	49.11	49.14	49.22																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
33.4	33.19	35.17	owing (2)	16.16	people (1)	19.22	63.7	63.21	68.3	49.22	50.15	51.4																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
61.24	62.14	73.10	own (1)	23.5	27.22	20.5	20.7	20.21	68.14	68.24	70.19	51.9	51.12	52.4																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
73.11	74.1	74.22	78.24	78.24	42.9	25.1	39.24	42.9	73.18	73.23	79.14	68.9	68.10	68.16																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
76.7	79.21	79.24	own (1)	23.5	27.22	47.12	50.3	66.9	81.19	81.24	81.25	81.25	82.2	86.15																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
80.8	86.17	87.21	34.5	41.2	49.11	67.1	67.14	67.16	81.25	82.2	86.15	81.2	82.3	88.13																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
87.24	88.2	91.5	49.12	49.15	68.16	68.16	88.11	86.24	105.4	111.14	75.2	75.17	76.4	81.2	82.3	88.13																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
91.7	99.9	99.13	76.1	104.11	104.13	people's (1)	39.4	portfolio (1)	73.19	position (1)	61.9	88.14	88.15	89.18	prove (1)	80.9																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
99.16	103.11	106.2	106.11	-P-	perfect (1)	122.15	period (1)	43.24	positive (1)	77.4	61.21	62.4	72.25	106.15	provided (1)	25.13																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
106.11	106.11	106.19	p.m (1)	123.14	paper (1)	24.11	permanent (2)	12.22	possible (1)	77.4	73.17	106.3	106.9	106.15	26.20	80.17	91.24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
106.22	107.1	107.6	Pages (1)	124.3	Pages (1)	124.3	permission (1)	109.20	post (1)	15.10	15.18	25.10	25.16	25.20	Public (1)	1.1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
108.1	109.1	109.17	paid (1)	24.21	24.23	24.25	46.23	53.7	26.3	26.18	87.21	87.24	88.2	91.5	61.20	124.2	pull (4)	39.6	110.14																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
114.11	114.15	115.8	24.25	46.23	53.7	89.2	94.21	95.15	95.17	120.23	91.7	99.13	106.22	120.4	122.3	122.6	113.7	113.17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
120.4	122.3	122.6	Pam (4)	1.14	5.13	102.14	115.4	paper (2)	60.7	person's (1)	87.11	personal (1)	13.4	personally (1)	114.17	persons (1)	5.21	perkins (1)	117.4	phone (4)	12.22																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
offices (4)	55.22	61.7	62.7	62.10	61.7	papers (1)	41.25	parents (8)	16.9	26.8	28.9	32.19	35.4	38.7	93.22	119.23	parents' (2)	93.22	part (1)	10.22	49.13	74.18	77.25	97.7	113.25	116.16	116.24	120.21	121.5	particular (1)	27.11	36.7	51.17	68.22	84.12	106.23	107.24	106.10	106.12	106.13	114.13	119.24	121.9	phones (1)	34.5	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14	27.17	27.22	28.13	33.5	33.25	34.15	34.18	35.2	35.3	35.6	35.9	36.17	39.13	57.4	76.7	80.1	83.22	86.20	99.9	106.10	106.12	106.13	114.13	119.24	121.9	physically (2)	63.19	114.13	114.13	14.3	18.1	24.6	26.12	27.9	27.14

2.2	recess (1)	36.21	57.20	57.21	58.2	residence (4)	65.6	saw (3)	45.20	55.23
re (1)	3.10		58.11	58.12	58.9	65.12	70.5	56.5	56.23	111.1
Re-cross (1)	102.19		68.9	68.16	88.10	75.25	85.11	says (10)	6.14	14.8
reach (5)	12.7		89.22	90.7	99.15	residences (1)	50.7	27.4	27.19	27.21
27.23	84.2	119.22	rented (12)	10.2		residential (4)	3.23	31.7	39.12	59.22
119.23			19.6	41.4	41.19	4.16	74.9	60.7	68.15	68.23
reached (4)	12.23		41.23	42.9	43.11	responsibilities (4)		69.1	78.6	78.10
14.4	27.24	35.23	43.25	44.7	48.3	23.11	62.3	73.16	78.19	79.19
read (3)	50.20	51.5	50.3	75.17		106.14		86.10	87.19	87.23
106.7			renter (7)	50.7		responsibility (3)		97.7	98.3	98.20
reading (3)	6.15		50.9	50.10	52.4	54.4	91.22	108.8	99.5	99.6
61.7	97.11		52.6	52.7	52.21	121.4	122.23	99.21	103.21	114.13
Real (2)	96.9	104.21	renting (1)	88.7		responsible (7)	20.24	121.18		
realize (1)	22.16		Repeat (1)	55.3		23.19	30.10	53.4	scattered (1)	62.8
realized (1)	23.17		rephrase (1)	44.6		73.19	88.10	121.21	schedule (2)	123.2
really (1)	46.22		reported (1)	88.25		restate (1)	90.3	123.5	Schoenfelder (4)	
reason (9)	26.22		reporter (3)	8.11		result (2)	51.19	1.14	5.12	33.21
45.13	48.13	51.8	9.9	35.18	124.2	121.21		37.6	37.11	37.14
56.15	67.2	76.24	124.3			retain (1)	36.3	37.18	37.21	37.25
81.12	86.21		reporter's (1)	9.2		retained (1)	4.21	38.5	38.18	38.22
reasons (3)	82.25		represent (2)	6.4		return (1)	28.5	39.2	58.22	59.18
88.12	88.19	92.18	21.22			92.15	106.17	66.22	67.6	67.9
94.4			representative (10)			returned (3)	28.6	67.17	67.21	67.25
rebuttal (1)	117.18		18.15	29.23	66.2	107.6	107.10	71.4	71.15	97.1
117.18	123.7		67.10	73.8	74.22	review (2)	64.12	97.6	97.10	97.14
rebuttals (1)	123.12		101.4	104.23	106.1	74.8		97.70	97.23	98.2
recalled (1)	114.10		106.13			reviewed (2)	64.6	98.7	98.9	98.15
receipt (1)	123.5		representatives (8)			64.14		98.18	98.24	99.4
receivable (2)	3.9		62.12	62.14	62.15	reviewing (1)	64.16	99.17	99.20	100.1
73.19			62.15	62.18	63.7	reword (1)	20.14	100.6	100.10	114.8
receive (7)	15.21		73.24	103.11		Rhetorical (1)	104.12	114.24	115.2	
25.25	26.22	39.23	represented (1)	5.21		right (36)	5.20	19.12	38.24	38.25
42.16	69.6	91.9	request (1)	35.16		8.20	9.25	56.1	56.12	56.4
received (4)	3.2		51.23	63.2	63.12	11.1	12.2	56.7	56.8	56.18
4.2	7.13	8.24	64.10	76.8	76.11	17.8	23.1	56.24	57.2	57.9
16.13	16.15	26.6	76.23	92.6	92.18	31.13	33.6	65.18	79.19	81.8
26.21	40.1	46.16	115.13	119.7	122.23	41.14	44.6	83.12	83.14	85.12
69.8	69.15	87.23	requested (12)	22.9		57.18	65.2	99.20	99.25	101.14
88.1	118.24	120.14	23.4	63.9	75.14	69.6	75.21	103.7	103.10	104.1
receiving (2)	26.19		82.21	84.12	91.23	81.3	88.6	104.3	104.24	108.11
42.23			115.8	119.3		88.21	90.23	110.14	111.17	111.17
recognize (2)	10.12		requesting (5)	53.15		101.8	102.7	112.21	112.22	112.5
42.2			85.19	85.20	93.9	113.23	115.20	114.12	114.19	114.22
record (3)	9.3		109.18			120.8	122.15	121.17	121.18	121.19
17.1	17.3	21.13	requests (3)	51.8		river (1)	14.2	121.9		
21.17	28.24	30.5	63.8	115.14		RIVER (1)	1.17	56.1	56.2	56.25
34.23	34.25	35.20	require (4)	76.2		101.7	39.7	101.7	110.18	113.14
36.9	40.20	50.21	76.8	86.24	92.8	roaming (1)	34.7	SD (4)	1.5	1.8
69.9	72.17	74.24	required (8)	62.19		room (2)	5.8	1.18	1.24	
75.24	76.8	76.15	70.4	79.23	79.25	roommate (4)	11.16	61.1	62.25	
77.20	78.9	80.15	80.24	80.25	86.21	11.19	16.20	16.22	searching (1)	112.7
82.10	91.18	91.21	90.17			22.8	46.3		second (1)	21.6
94.25	100.4	105.20	requirement (5)	57.21		roommate's (2)	12.19	38.19	38.23	39.19
117.21	118.18	123.2	83.22	84.4		16.25		99.2	113.25	
65.16			requirements (2)	58.3	64.2	rooms (1)	19.9	security (1)	13.9	
recording (4)	14.8		58.3	64.2		Roughly (1)	32.9	see (36)	12.18	13.1
33.9	34.8	35.15	reent (1)	47.6		RPR-CSR-NP (1)		17.7	17.12	21.5
records (18)	7.3		reented (8)	23.12		rule (2)	80.11	21.7	29.12	31.24
7.4	7.7	29.25	29.5	30.11	33.2	rules (4)	70.2	52.6	53.10	55.20
63.13	63.15	64.6	48.2	111.19	122.20	70.3	83.21	56.23	64.17	78.6
64.10	64.12	64.13	122.21			-S-		79.20	82.10	86.22
64.16	77.17	77.19	reside (2)	9.17				97.18	102.2	111.20
91.22	98.21	108.9	resided (2)	28.7				113.19	113.20	114.9
122.5	122.12		38.20							

117.22 117.23 121.18	shift (1) 73.9	66.12 67.12 70.5	staff (1) 65.2	Suite (1) 11.17
soeing (1) 113.14	short (1) 36.22	75.16 76.4 87.8	stand (1) 70.24	summarize (1) 104.3
selected (2) 84.14	shorthand (2) 124.1	88.7 90.15 91.23	72.11	summer (1) 60.12
84.15	124.4	99.1 99.7 109.19	start (1) 73.7	84.12 89.6
semesters (1) 121.1	shortly (1) 5.13	Someplace (1) 41.9	86.12 88.23 89.12	summertime (1) 60.3
send (1) 15.18 50.17	show (1) 12.15	sometime (4) 20.9	97.15 98.1 100.20	supervise (2) 67.15
50.17 96.17 113.25	13.2 13.8 16.24	20.10 42.21 46.18	103.8	supervision (2) 67.24
scoring (2) 95.21	28.24 31.14 32.4	83.11 108.25	started (2) 19.19	98.25
101.17	36.9 41.25 42.1	sometimes (4) 44.8	61.19	supervisor (3) 73.9
scsnse (1) 121.15	45.8 45.9 50.19	49.23 49.23 60.3	starting (2) 10.20	73.10 73.10
scnt (w) 25.19 26.14	58.74 74.4 74.12	somewhere (7) 39.12	17.18	supervisory (1) 67.19
39.24 53.6 71.22	74.16 75.16 79.17	74.19 88.9 88.25	state (15) 1.1	supplies (1) 121.2
96.12 107.5 120.11	81.9 83.17 86.11	89.23 90.1 90.6	9.14 26.23 34.11	suppose (1) 48.14
separate (2) 49.12	101.23 103.1 103.13	soon (1) 63.10	34.12 40.10 50.21	54.20 54.21
81.4	81.9 83.17 86.11	sorry (14) 28.21	61.2 72.16 81.13	supposed (1) 10.22
September (7) 16.4	112.5 117.23 118.4	30.4 38.6 43.1	96.21 105.1 105.19	79.21 104.7
16.4 38.4 38.4	showed (3) 30.5	45.8 46.1 46.4	105.23 124.2	Supreme (1) 5.25
83.11 106.5 120.14	45.10 45.11 56.21	53.20 69.12 72.22	6.24 108.19 119.1	sustain (1) 36.2
sequence (1) 99.23	112.14	90.24 110.16 113.10	119.10 121.25	sustained (1) 93.4
service (125) 3.23	showing (5) 48.11	117.25	statements (2) 26.11	Suzanne (2) 124.1
4.16 5.18 14.4	118.2	sort (1) 24.7 66.25	119.12	124.12
17.4 22.9 22.13	shown (3) 81.8	77.14	states (2) 21.23	switch (1) 44.11
22.15 22.20 23.4	121.18 122.24	sources (1) 77.18	98.9	switched (1) 16.23
24.1 24.5 24.12	shows (10) 17.3	South (16) 1.1	stating (1) 111.18	68.18 90.12
27.19 27.24 28.2	78.3 78.5 83.17	1.24 5.5 5.10	status (1) 34.8	sworn (7) 5.22
30.6 35.24 36.25	87.25 93.20 103.17	5.19 5.19 5.24	75.1 78.3	9.9 9.11 40.15
45.13 50.8 50.14	106.20 117.24 119.6	5.25 9.20 9.21	stayed (1) 19.9	60.24 72.13 105.16
51.9 51.17 51.20	107.2 107.6 101.15	10.12 10.6 10.15	Steve (1) 12.21	system (4) 50.22
52.3 52.5 52.7	10.17 11.12 11.20	12.1 12.5 12.21	still (11) 13.22	78.1 78.15 103.10
52.11 52.22 52.23	13.20 14.12 15.2	13.20 14.12 15.2	51.24 55.19 66.13	Systems (1) 61.22
53.15 53.16 54.12	15.8 15.13 15.22	15.8 15.13 15.22	71.12 85.22 85.23	
54.18 54.25 55.1	16.16 17.14 17.17	17.25 19.23 20.24	86.19 88.9 94.17	
55.19 57.3 57.4	22.24 23.5 27.2	30.10 35.4 36.13	94.18 95.19 113.4	
61.20 62.4 62.10	31.18 31.20 32.1	37.16 37.23 38.17	120.12	
63.15 63.18 63.25	38.16 60.7 84.8	38.18 38.21 40.2	stop (1) 92.20	
64.2 64.7 65.5	38.16 60.7 84.8	40.25 41.2 41.4	112.17	
65.5 68.11 68.12	123.12	41.8 41.15 42.10	stopped (2) 89.2	
68.17 70.6 70.16	single-family (1) 49.16	42.17 42.24 43.4	storage (1) 48.2	
70.16 70.21 74.9	Sioux (17) 1.5	43.17 44.18 45.18	Street (14) 1.20	
74.21 74.24 75.3	1.8 1.18 1.24	46.11 46.17 46.24	5.9 11.17 11.24	
75.7 75.15 75.19	5.5 5.10 5.19	47.4 48.9 56.3	14.13 15.19 15.21	
76.1 76.3 76.5	9.21 28.21 28.21	56.11 57.24 62.8	16.1 16.20 17.5	
76.11 76.12 76.24	36.7 74.11 106.1	69.8 69.15 70.3	17.18 25.9 26.6	
78.2 79.20 80.3	106.11 106.19 107.1	74.11 74.15 78.2	31.10 31.11 31.16	
80.7 80.12 80.17	124.8	80.3 80.10 80.15	32.2 32.13 32.20	
80.22 80.24 81.1	sister (2) 47.19	82.12 82.21 83.20	37.23 38.3 39.20	
81.5 81.10 82.4	situation (4) 32.25	84.23 85.22 86.4	74.10 82.11 85.10	
82.12 82.24 83.20	50.6 88.8 88.18	86.9 95.15 96.21	85.14 85.24 93.6	
85.1 85.3 85.12	108.2 112.24	97.22 98.4 107.5	101.24 103.2 113.10	
85.16 85.19 85.20	six (3) 73.8 89.7	109.4 110.14 110.19	113.18 120.12 121.13	
86.12 87.8 89.5	89.9 94.20 95.17	112.18 113.9 119.16	student (2) 9.24	
90.20 91.24 91.24	six-and-a-half (1) 73.11	119.21 120.16 120.20	10.3	
92.12 92.15 92.5	skip (1) 104.5	121.12 121.22 124.2	students (2) 120.25	
93.7 93.9 94.3	small (1) 56.24	124.9	121.3	
94.6 94.16 96.1	SMITH (1) 1.23	space (1) 104.6	subject (7) 5.22	
96.14 97.15 98.1	social (1) 13.9	90.19 91.2	80.5 81.18 81.21	
99.12 100.12 100.20	solely (1) 64.5	speaking (1) 76.18	83.22 107.24 109.9	
100.24 109.22 115.6	someone (25) 20.4	specific (2) 62.20	sublease (1) 88.18	
115.9 116.6 119.4	20.5 21.6 23.20	63.9	subscribed (1) 124.8	
119.7 119.19 122.15	33.17 44.7 46.5	specifically (2) 109.11	such (1) 25.13 63.12	
122.23	47.7 53.12 55.22	109.17	92.10 120.18 124.2	
services (3) 1.17	63.18 65.4 65.21	spell (2) 40.19 105.20	sudden (1) 89.2	
50.11 54.5		spelled (1) 61.3	89.9 95.16	
set (1) 68.19				
several (1) 53.9				
53.10 69.23				
sheet (2) 27.10 79.2				

July 14, 1997

75.7	75.23	75.25	8.8	8.8	16.5	true (4)	38.8	88.11	unusual (1)	84.5	wanting (1)	69.14
76.4	77.5	80.6	26.2	68.10	88.23	108.19	124.4		up (3)	11.5	wants (4)	64.3
80.6	81.2	84.11	through (3)	7.2		Truthfully (2)	105.6		18.9	18.17	88.9	90.19
84.25	85.2	85.11	26.18	27.6	41.23	105.7			19.13	19.14	19.20	19.20
88.21	89.1	90.5	53.7	53.25	54.11	try (12)	35.24	69.14	20.20	27.4	33.9	
90.12	90.14	90.15	59.2	59.3	60.8	89.12	94.13	95.5	33.17	35.17	49.9	
90.17	90.19	94.9	61.21	63.13	66.24	95.8	95.20	95.20	60.4	68.20	85.11	
95.9	95.12	95.12	88.24	69.1	69.2	95.23	96.3	104.6	98.19	99.21	99.21	
95.15	96.3	116.5	70.14	71.10	98.21	119.25			100.8	100.9	102.9	
116.8	116.10	116.17	113.24	118.3		trying (5)		34.9	103.13	110.14	110.23	
tenant's (7)	76.2		til (2)	29.5	33.1	38.15	69.5	102.2	110.25	112.6	113.7	
76.11	81.1	81.22	times (3)	10.1		119.19			113.17	119.11	119.25	
90.13	90.25	91.1	37.8	43.23	45.4	turn (11)	36.16	44.18	120.23			
tenants (24)	21.8		53.10	53.10	70.6	59.8	59.12	60.2	updated (1)	63.16	week (1)	83.18
29.8	30.1	43.20	70.10			65.19	65.25	85.22	upper (1)	56.9	weeks (1)	47.20
43.22	44.15	49.24	21.25	65.8	76.19	85.23	111.25	112.5	used (1)	67.11	West (3)	5.9
49.24	51.6	67.24	79.21	111.7	119.5	turned (24)	12.5		upset (4)	6.20	15.19	15.20
58.2	58.6	71.12	122.7	122.24		13.24	14.1	16.21	22.17	50.2	16.19	17.4
76.25	77.4	82.3	together (1)	87.15		17.4	28.16	33.16	94.7		25.8	26.5
84.9	99.14	110.3	tomorrow (1)	65.8		33.18	33.22	35.11	using (4)	12.4	31.11	31.15
110.10	114.1	116.4	too (4)	10.3	45.23	36.13	43.20	46.11	22.5	36.6	32.13	32.20
tendency (1)	49.10		too (4)	10.3	45.23	48.9	54.5	54.10	usually (9)	49.20	38.3	39.20
tenders (1)	64.19		too (4)	10.3	45.23	65.8	65.22	65.24	49.23	50.4	82.11	85.10
term (2)	32.4	78.11	took (1)	25.16	26.9	66.3	85.14	88.9	50.16	59.9	85.24	93.6
terminate (1)	89.5		took (1)	25.16	26.9	90.15	91.1		60.12	119.11	103.2	113.9
terminated (1)	82.5		26.10	26.13	35.7	two (11)	16.2	25.4	60.12	119.11	121.12	
termination (4)	63.8		38.12	38.14	45.4	44.24	47.12	47.13	11.12	32.19	whatsoever (1)	84.11
63.12	64.13	119.3	45.8	45.8	98.16	49.1	55.10	61.10	57.22	58.9	Whereas (1)	70.2
terminology (1)			tool (1)	94.8		61.13	61.18	73.1	84.23	88.19	wherever (1)	19.10
22.16			top (4)	17.1	39.6	73.4	73.9	73.14	122.8		whole (4)	6.22
tenants (1)	84.5		top (4)	17.1	39.6	93.14	99.14	104.25	utility (4)	25.4	18.23	24.25
testified (14)	9.11		58.3	97.18	97.19	115.14			50.8	50.11	39.5	47.8
10.25	11.18	25.9	99.21			type (1)	92.5	50.13	utilize (1)	114.21	willing (2)	80.20
26.8	27.9	40.15	total (1)	78.19		63.11	34.6	103.14			110.1	
60.14	72.13	97.4	Touch (1)	9.25		106.23	116.13		-V-		winter (7)	50.9
101.3	105.16	114.10	Toward (1)	47.23		ultimately (1)	94.7		vacant (3)	43.24	50.14	60.12
120.6			towards (1)	20.10		unable (1)	52.22		49.16	60.4	79.15	81.19
testify (3)	34.17		town (2)	47.19	77.17	57.4	75.5		value (1)	92.14	wintertime (1)	50.17
testifying (2)	5.21		tracking (1)	95.4		uncollectible (1)	95.13		variety (3)	82.24	wish (3)	6.11
92.21			training (1)	62.6		uncommon (3)	74.20		88.12	88.19	118.25	8.1
testimony (3)	22.4		transaction (4)	3.18		under (4)	67.23		various (1)	106.18	withdrew (1)	70.15
85.23	112.17		103.13	103.15	103.16	understand (3)	6.20		verbatim (4)	104.2	within (1)	106.18
Thank (14)	6.5		103.18	103.20	107.2	underline (1)	54.3		104.7	116.13	within-captioned (1)	124.3
30.16	37.3	39.2	transactions (1)			29.20	53.6	53.22	verbiage (1)	80.25	without (2)	89.14
60.14	61.14	62.11	103.14			70.13			verifies (2)	99.7	109.20	
64.23	67.25	69.3	transcript (3)	4.21		11.15			99.10		witness (24)	9.4
71.15	79.19	84.3	123.6	124.3	124.4	understand (3)	6.20		verify (1)	86.25	9.11	40.9
98.18	115.2	123.1	transfor (1)	6.17		29.20	53.6	53.22	Vice-Chairman (12)	59.20	40.15	49.3
themselves (2)	43.22		22.19	54.25	76.1	11.15			60.17	60.20	60.24	
109.18			80.11	82.6	82.12	understands (1)	119.2		66.6	60.14	68.22	
therefore (4)	22.12		119.4			understood (2)	6.18		68.7	68.14	68.23	
25.24	28.11	54.19	transferred (4)	11.14		unfair (1)	122.10		69.3	102.15	115.5	
79.11	92.3		15.6	17.22	18.2	unfortunately (1)	121.9		vicinity (1)	41.9	92.25	105.9
they've (3)	84.14		21.4	22.13	51.18	uniform (1)	62.13				105.16	107.5
84.15	89.10	89.16	51.23	119.8		unit (1)	88.10	89.22	-W-		105.17	117.13
105.2			transferring (1)	32.9		90.7			W (1)	86.11	witnesses (7)	40.11
third (1)	92.3		traveled (1)	35.23		unpaid (2)	20.24		Wade (2)	48.8	60.18	69.18
third-party (1)	109.19		tried (1)	11.15	27.23	unless (4)	18.24		wait (1)	8.2	105.12	117.14
thought (7)	18.2		trigger (1)	71.11		28.14	76.3	109.17	48.12		WOFF (1)	116.7
29.7	29.25	34.19	trip (1)	16.6		74.17	74.22		waiter (1)	9.25	wondering (1)	23.18
98.11	110.24	116.4	trouble (2)	38.1		walk-in (1)	106.16		70.25		Woodland (1)	39.7
116.14	118.1		38.2						waiting (1)	20.4	word (2)	6.20
threat (1)	71.23								words (4)	26.14	51.20	55.14
throe (4)	7.15	7.19									80.18	

worked (4)	8 14
52 20	52 24
works (1)	24 24
worry (1)	92 15
write (4)	103 25
104 4	104 7
wrong (3)	12 31
110 25	117 23
-Y-	
year (4)	10 9
37 19	42 22
73 6	
years (13)	61 10
61 13	61 18
61 22	62 2
73 5	73 7
73 11	73 14
yet (1)	29 17
-Z-	
zero (1)	17 21

1 change have occurred in the Sioux Falls office?

2 A. I did do the transaction, yes.

3 Q. Okay. To your recall, prior to 12-12-96,
4 are you aware whether any of the bills MidAmerican had
5 sent to Mr. Headrick for 834 South Minnesota have
6 returned to our office?

7 A. No.

8 Q. Following 12-12-96, when the address change
9 was made, are you aware whether any bills or
10 disconnection notices were returned to the company?

11 A. The mail came back from this address after
12 December, no longer at this address, no forward left.

13 Q. In -- I want you to look at Defendant's
14 Exhibit No. 13, please.

15 A. (Witness complies.)

16 Q. There -- on the date 3-13-97 there is a
17 No. 32837. Do you know what that number is?

18 A. That is my company ID number.

19 Q. How does that get entered into the computer
20 for a document?

21 A. It's automatic. It's on there automatically
22 whenever I do a transaction, my number, my fingerprint
23 is on there.

24 Q. Do you recall the subject of that particular
25 remark, the occurrence?

1 A. Yes, I do. Adam came into the office and
2 explained to me that there was a situation. It was
3 the first I had heard of it and I marked the account
4 accordingly.

5 Q. Okay. What did you tell Adam when he came
6 in?

7 A. I told him -- explained to him that it was
8 his responsibility to end the account, and from what I
9 could tell according to our records that hadn't gotten
10 done at that point.

11 Q. The remark that appears on the screen print
12 in front of you, do you recall when this was entered
13 on to the computer when you entered the document?

14 A. It was on March 13th of '97 that this
15 particular remark was added on to the account.

16 Q. Do you recall the conversation
17 independently?

18 A. Yes, I do.

19 Q. Okay. Is this a true and correct statement
20 of your conversation with Adam on that date to your
21 recall?

22 A. Yes.

23 Q. Independent recall?

24 A. Yes.

25 Q. Did you also sometime in March have a

500845 SXF
APR 11, 1995

PAGE 1

AUTHORIZATION FORM

MIDWEST POWER SYSTEMS INC.
114 SO MAIN AVE
SIOUX FALLS, SD*Marcia*
EBERLE
906 S MINNESOTA AVE
SIOUX FALLS, SD 57104
(605)338-0731

INSTRUCTIONS: OTHER

PLEASE CHOOSE ONE OF THE FOLLOWING HANDLING OPTIONS:

1) SHUT OFF BETWEEN TENANTS (I WILL WINTERIZE IF NECESSARY)

☒ 2) LEAVE METER ON IN MY NAME BETWEEN TENANTS 10/15 - 4/15

3) LEAVE METER ON YEARROUND (PUT IN MY NAME BETWEEN TENANTS)

PROPERTY: ☒ 1910 S MENLO AVE
☒ 507 W 7TH ST
☒ 509 W 17TH ST
☒ 613 S DULUTH AVE
☒ 615 S DULUTH AVE
☒ 618 S MINNESOTA AVE
☒ 609 S DAKOTA AVE
☒ 619 S SUMMIT AVE
☒ 634 S MINNESOTA AVE
☒ 636 S MINNESOTA AVE
☒ 602 S MINNESOTA AVE
☒ 617 S SPRING AVESIGNATURE: *Marcia Eberle*DATE: *4/14/95*

CCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 7
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
RMKI ***** REMARKS INFORMATION *****

DATE TAKEN OPER SEGMENT TYPE OF REMARK

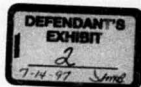
02/27/96 33440 PREMISE INFORMATIVE
REMARK MAN THAT TRIED TO LIGHT FURNACE IS IN THE HOSP-GAS DISP SD
IT SHOULD HAVE BEEN ON ORDER-ALSO, MRS SD THEY HAD BEEN SMEL
LING GAS FOR SEVERAL DAYS AND REPORTED IT TO LLRD

TRAN CODE - _____

PF3 - END

PF8 - FWD

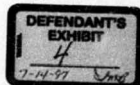
PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
 LLRD SERV G

TRHI ***** TRANSACTION HISTORY *****

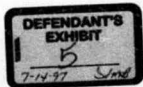
DATE	CHG	TRAN	FIELD	CHANGED	DATA	BEFORE	KEY	OPER	TENANT
12/30/96		CASO			CREDIT ARRANGEMENT			99999	17
12/26/96		CASO			CREDIT ARRANGEMENT			70712	17
12/12/96		IRMK			INSTALL REMARKS			32837	17
12/12/96		NAME			INSTALL MAIL ADDRESS			32837	17
12/10/96		MISC	NODE	CODE				99999	17
12/10/96		MISC	NETWORK	CODE				99999	17
12/06/96		IRMK			INSTALL REMARKS			60331	17
10/24/96		MISC	METER	EST HEAT FACT	0.1233		G30	99999	17
10/24/96		MISC	METER	BASE LOAD	1.0000		G30	99999	17
05/21/96		APPU			INSTALL 960032263			70443	17
03/01/96		MISC	METER	EST HEAT FACT	0.0938		G30	99999	15
02/29/96		IRMK			INSTALL REMARKS			32893	15
02/29/96		MISC	TAG	CODE	N			32893	15
02/27/96		IRMK			INSTALL REMARKS			33440	15
10/24/95		MISC	METER	EST HEAT FACT	0.0932		G30	99999	14
10/24/95		MISC	METER	BASE LOAD	1.0220		G30	99999	14
TRAN CODE -					PF3 - END	PF8 - FWD	PF15 - MENU		



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
MISI ***** MISCELLANEOUS INFORMATION - MAIL ADDRESS *****
MAIL ADDRESS 619 W 13TH ST

CITY SIOUX FALLS STATE SD ZIP 57104 4320

MAIL ADDRESS EFFECTIVE DATE
MAIL ADDRESS EXPIRATION DATE



TRAN CODE - ____

PF3 - END

PF15 - MENU

ATTACHMENT 1

ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 05/29/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY NONE
 LLRD MAIL SERV G

CRED ***** CREDIT INFORMATION *****
 CURR \$7.08 30 \$30.73 60 \$172.93 90 \$268.27
 BUDGET AMT CUSTOMER'S PHONE 605-351-4321
 BUDGET ARREARS SOC. SEC. NO. 503-04-2211
 MERCH AMT DUE DISCONNECT HISTORY NNNNOOOOO
 CREDIT AMT DUE NSF HISTORY 000000000000
 LAST PAY AMT \$17.23 LAST PAYMENT DATE 08/05/96
 LAST GOOD READ DATE 02/26/97
 LIEAP CODE N NOT LIEAP/ITP WELFARE PYMT CODE N NO WELFARE
 OWNER CODE DISCONNECT DUE DATE 05/05/97 NO MONTHS EST

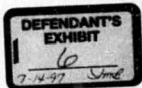
***** CREDIT ARRANGEMENTS MULT *****
 CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
 IN CALL C 02/27/97 13:06 33440 ADAM CLD TO STARTSER
 V AT 8762790-19-ADV OF THIS ACCT-HE STATES HE HASN'T LIVED HERE FOR MOS-DIDSAY H
 E DIDN'T CALL TO FINAL-THOUGHT LLRD WLD CALL-KP

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

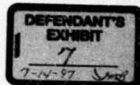


ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
APPI ***** RESIDENTIAL SERVICE APPLICATION INFORMATION *****
MARITAL STATUS SINGLE APPLICATION NUMBER 960032263
MAIDEN NAME
OTHER OCCUPANTS HAMMAR, MARK//SELF EMPLOYED
EMPLOYER AUGUSTANA STUDENT NO OF YEARS
POSITION WORK PHONE
SPOUSE NAME SPOUSE SSN
EMPLOYER WORK PHONE
RELATIVE NAME HEADRICK, STEVE RELATIONSHIP FATHER
RELATIVE ADDR 707 W ELM CITY FLANDREAU STATE SD
ZIP 57028 PHONE 605-997-2080
LANDLORD NAME
PREVIOUS ADDR
PREVIOUS UTL NONE
DEPOSIT INFO NONE
LIFE SUPPORT EQ NONE USED BY

TRAN CODE - _____

PF3 - END

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 5
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
LLRD SERV G
RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK
02/07/97 33478 CUSTOMER INFORMATIVE
REMARK ADV ANTONY W LOYD 433-29-4663 NEEDS TO SHOW PICTURE ID AND L
EASE TO START SERVICE HERE NO PYT SINCE AUG

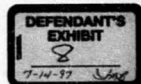
12/12/96 32837 CUSTOMER INFORMATIVE
REMARK ADDED FORWARD ADDRESS PER NOTICE FROM THE POST OFFICE.

TRAN CODE - _____

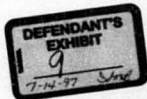
PF3 - END

PF8 - FWD

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 3
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 05/29/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY NONE
LLRD SERV G
***** CREDIT ARRANGEMENTS MULT *****
CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
NO CONTA C 12/26/96 17:56 70712 CL LIST..HM PH DIASC
..COURTESY CALL ONLY..CSF/CRED



TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

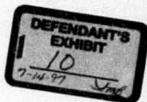
ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
 LLRD SERV G
 RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK
 05/09/97 32883 CUSTOMER INFORMATIVE
 REMARK 4/9/97, PER PUC FORMAL COMPLAINT, 5/13/97 IS THE FORMAL HEAR
 ING ON THIS CASE. TENANT DID NOT NOTIFY US WHEN MOVING. MEC
 STILL FEELS THIS IS BETWEEN LL & TENANT..DIANE HARRISON, SXP
 SUPERVISOR
 04/07/97 60062 CUSTOMER INFORMATIVE
 REMARK ADAM CALLED TO SEE WHY BILL WAS STILL IN HIS NAME..ADV HIM A
 NTHONY LLOYD CALLED TO PUT SVC IN HIS NAME HOWEVER, HE DIDNT
 COME IN AS WE ADV HIM

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G

RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

04/07/97 33427 CUSTOMER INFORMATIVE
REMARK ADAM ALLEGES SOMEONE IN OUR OFFICE TOLD HIM HE CALLED ABOUT
07-96 TO SAY HE WAS MOVING...DID NOT FIND - PASSED TO SHIRLE
Y

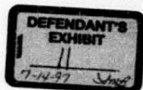
03/19/97 32837 CUSTOMER INFORMATIVE
REMARK FILED COMPLAINT WITH PUC..CONTACTED LENI AT PUC AND EXPLAINED
THE SITUATION..THIS IS A DISPUTE BETWEEN THE LL AND TENANT
..ADAM ADMITTED ON 2-27 (INITIAL CONTACT DATE) HE THOUGHT LL
WOULD HAVE CALLED TO END HIS ACCT..WE PUT INTO LL AS OF 2-2
6 (LAST READING DATE)..CDA

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 4
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKT CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY CASO
LLRD MAIL SERV G
RMKT ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

03/04/97 60331 CUSTOMER INFORMATIVE
REMARK ADAM CLAIMS HE MOVED OUT OF THIS PROPERTY IN JUNE OR JULY &
HE DOESN'T OWE THIS BILL / ADV HIM WE WEREN'T NOTIFIED OF
THIS CHANGE & HE IS RESPONSIBLE UNLESS HE CAN GET THE LLRD
TO ASSUME THE CHARGES..HE SAID HE WILL BE IN TOUCH

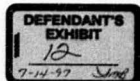
02/14/97 32893 PREMISE INFORMATIVE
REMARK LEFT CARD FOR CUSTOMER TO CALL US TO GAIN ACCESS TO METER
FOR METER SURVEY = SCHEDULE APPOINTMENT FOR 842

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 3
 NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
 SERV ADD 834 S MINNESOTA AVE 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
 LLRD SERV G
 RMKI ***** REMARKS INFORMATION *****
 DATE TAKEN OPER SEGMENT TYPE OF REMARK

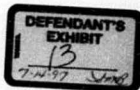
03/13/97 32837 CUSTOMER INFORMATIVE
 REMARK ADAM WAS INTO A LEASE AGREEMENT FROM 5-96 TO 5-97...MOVED WI
 TH AGREEMENT TO KEEP GAS IN HIS NAME UNTIL LLRD RE-RENTED...
 ADAM THOUGHT LLRD WOULD CALL WHEN NEW TENANTS CAME IN..LLRD
 DIDNT AND TENANT 2 DIDNT CALL FOR SERVICE 7-18 TO 12-1...TEN
 ANT 3 (BRENDA HOUGH) ALSO OWED WOFF..DISPUTE BETWEEN ADAM/LL
 03/11/97 60136 PREMISE INFORMATIVE
 REMARK LLRD VERIFIES ADAM MOVED OUT IN JULY ADV HER NO CALL TO FINA
 L ADDRESS CHGD PER POST OFFICE LLRD SAYS 2 TENANTS HAVE LIVE
 D HERE SINCE ADAM ADV NEEDS TO GO TO RENTAL AGENCY GET LEASE
 S AND BRING INTO OFFICE

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU

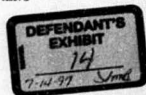


ACCT NO 8807230-13 CYCLE 19 STATUS INACTIVE ON DATE 07/96 PAGE 1
 NAME HAMMAR, MARK H RD ROUTE 7070 APPR
 SERV ADD 619 W 13TH ST 06/09/97
 CITY/ST SIOUX FALLS, SD BALANCE 0.00 CIS ACTIVITY NONE
 LLRD MAIL SERV G
 APPI ***** RESIDENTIAL SERVICE APPLICATION INFORMATION *****
 MARITAL STATUS SINGLE APPLICATION NUMBER 960061325
 MAIDEN NAME
 OTHER OCCUPANTS HEADRICK, ADAM--CONSTRUCTION
 EMPLOYER VIDEO MANIA NO OF YEARS
 POSITION SALES WORK PHONE
 SPOUSE NAME SPOUSE SSN
 EMPLOYER WORK PHONE
 RELATIVE NAME FRED HOWE RELATIONSHIP LLRD
 RELATIVE ADDR CITY STATE
 ZIP PHONE 605-336-7478
 LANDLORD NAME FRED HOWE PHONE 605-336-7478
 PREVIOUS ADDR 834 S MINNESOTA AVE CITY SIOUX FALLS STATE SD
 PREVIOUS UTL NONE
 DEPOSIT INFO NONE
 LIFE SUPPORT EQ USED BY

TRAN CODE - _____

PF3 - END

PF15 - MENU



ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 2
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 05/29/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 CIS ACTIVITY NONE
LLRD MAIL SERV G

***** CREDIT ARRANGEMENTS MULT *****
CONT CD CREDIT AMT CONT DATE TIME OPER DATE DUE COMMENTS
POSTED \$268.27 C 02/27/97 00:00 99999 02/20/97 REMARK MECHANICALLY
PRINTED

NO CONTA C 02/25/97 14:15 70995 CALL LIST--NO CONTACT
T NO PHONE NO # PER DIRECT ASSIST..ABOVE # IS DISC...NEED 268.27...RED/CRED

POSTED \$130.81 C 01/29/97 00:00 99999 01/22/97 REMARK MECHANICALLY
PRINTED

NO CONTA C 01/27/97 18:00 70712 CL LIST..N/A 2X'S..C
COURTESY CALL ONLY..CSF/CRED

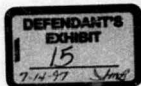
POSTED \$75.15 C 12/30/96 00:00 99999 12/19/96 REMARK MECHANICALLY
PRINTED

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU



01414139
ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 6
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 06/09/97
CITY/ST SIOUX FALLS, SD BALANCE 479.01 MAIL CIS ACTIVITY CASO
LLRD SERV G
RMKI ***** REMARKS INFORMATION *****
DATE TAKEN OPER SEGMENT TYPE OF REMARK

12/06/96 60331 CUSTOMER INFORMATIVE
REMARK ANTHONY LLOYD CLLD TO SEE IF WE CAN PUT SERV INTO HIS NAME
TODAY IF HE GOES INTO OFFICE TODAY W/ ID ECT..ADV HIM IT
WOULD BE 12-9 OR 12-10

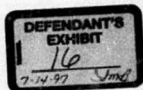
02/29/96 32893 PREMISE INFORMATIVE
REMARK RED TAG FURN NEEDS TO BE CLEANED AND CKED MAKING 750PPM CO
FURN FULL OF SOOT 886

TRAN CODE - _____

PF3 - END

PF8 - FWD

PF15 - MENU



6



RENTAL AGREEMENT

Date April 19, 1996

1. BETWEEN RESIDENT(S) Adam Hadrick and Mark Hammar
and OWNER Ben Eberly
On Residence at 834 S. Minnesota Ave

for use as private residence only.

2. INITIAL LEASE TERM: The initial term of the lease shall commence on the 1st day of May, 1996, and end the last day of April, 1997.

3. OTHER MATTERS AFFECTING LEASE TERM: This contract will be automatically renewed on a month-to-month basis (beginning with the first day of the month) unless written notice of termination is given by either party at least 30 days before the end of the above lease term or unless another rental contract is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or prior resident's holding over, owner shall not be liable to resident for such delay, and the contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, and (2) resident may terminate by giving notice in writing to owner no later than the third day of delay, whereupon resident shall be entitled only to refund of deposit(s). Such conditions shall not apply to cleaning and repair delays.

4. NOTICE: At least one full calendar month's written notice of intent to vacate must be given to owner's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice (often called a "30-day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month.

5. SECURITY DEPOSIT: Resident agrees that security deposit(s) shall be the total sum of \$ 300, payable on or before the signing of this contract. Refunds shall be made in accordance with the SECURITY DEPOSIT AGREEMENT which is a part of this contract. The 30-day written notice provision in the contract will be strictly enforced. If the resident moves out prior to the ending date of the lease term, renewal period, or extension period, resident shall be subject to paragraphs 18 and 19 hereof.

6. RENT: Resident(s) will pay \$ 405 per calendar month for rental, payable in advance and without demand at the resident's manager's office (or at _____) on or before the 1st day of the month without a grace period. Rent paid after the 1st day of each month shall be deemed as late, and if rent is not paid by the 5th of the month, resident agrees to pay a late charge of \$ 20.00 plus \$ 3.00 per day until paid in full. Resident agrees to pay a charge for each returned check. The prorated rental from the date of move-in to the 1st day of the following month is \$. _____. The above rental figure is for a detached residence. Resident's right to possession is expressly contingent on the prompt payment of rent, and the use of the premises by resident is obtained only on the condition that rent is paid on time. Owner may require that all rent and other sums due be paid in one monthly check rather than multiple checks. Garage Rent (if applicable) in the amount of \$ N/A for garage # N/A.

7. UTILITIES: Owner will furnish the following utilities: Tenant pays all.
Resident shall pay for all other utilities. All utilities shall be used for ordinary household purposes only.

8. THE RESIDENCE WILL BE OCCUPIED BY: (List all adults and minors) Mark and Adam ONLY.

9. PETS: Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the owner's representative. The presence of an unauthorized pet will subject resident to the penalties, damages, deductions, and termination provisions set forth in the SECURITY DEPOSIT AGREEMENT. Exceptions: NO PETS ALLOWED.

10. SUBLETTING: Subletting, assignment or securing a replacement will be allowed only upon approval of Owner.

11. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT: When moving out, resident agrees to surrender residence in the same condition as when received, reasonable wear excepted. Resident has examined and accepted the residence, fixtures and/or furniture as is. Resident shall have the right to report defects or damages to owner's representative within 24 hours after resident is given possession of the residence. Resident shall use reasonable diligence in care of the residence. Resident may not make any alterations of owner's property or fixtures, no holes shall be put in the walls, ceilings, woodwork, or floors, no antenna installations, additional phone or TV cable outlets, lock changes or additional locks shall be permitted except by owner's written permission. Resident will not remove owner's fixtures, furniture and/or furnishings from the residence for any purpose. When resident moves in, owner shall furnish light bulbs of prescribed wattage for sockets; thereafter, light bulbs will be replaced at resident's expense.

12. RULES AND REGULATIONS: Resident, his family, and guests will comply with all written rules and regulations furnished to the resident. Owner may make reasonable rule changes, if in writing and distributed to all residents. Resident agrees that the conduct of himself, his family, and guests shall never be disorderly, boisterous, or unlawful.

13. RESIDENT AGREES TO REIMBURSE OWNER PROMPTLY for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when owner's representative makes demand. Owner's failure to delay in demanding reimbursements, late payment charges, pet penalties, or other sums due by resident shall not be deemed a waiver, and owner may demand same at any time, including move-out.
14. OWNER WILL NOT BE LIABLE. Owner will not be liable for any damages or losses to person caused by other residents or other persons. Owner shall not be liable for personal injury or damage loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God, or other causes whatsoever. Owner recommends that resident secure his own insurance to protect himself against all of the above occurrence.
15. REPAIRS AND MALFUNCTIONS: Resident agrees to request that all repairs and services be in writing to owner's designated representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, resident shall notify owner's representative immediately and owner shall act with due diligence in making repairs and rent shall not abate during such periods.
16. WHEN OWNER MAY ENTER: Owner's representative or servicemen may enter at reasonable times for the following purposes: requested repairs, extermination, preventive maintenance, emergency safety or fire inspections, showing residence to building inspectors, fire marshals, mortgage lenders, prospective purchasers, or insurance agents, or to prospective residents (after lease termination notice has been given).
17. OWNER'S OBLIGATION: Owner agrees to (a) keep all areas of the residence & grounds in reasonably clean condition; (b) properly maintain hot water, heating, and/or air conditioning equipment; (c) abide by applicable state and local laws regarding repairs; (d) make all reasonable repairs, subject to resident's obligations to pay for damages caused by resident, his family, or guests.
18. DEFAULT BY RESIDENT: If resident fails to pay rent or other lawful charges when due; or if resident fails to reimburse owner for damages, repairs, or plumbing service costs when due; or if resident, his family, guests, or other occupants violate this contract or owner's rules and regulations or applicable state and local laws, or if resident abandons the residence or otherwise violates lease; then owner or owner's representative may terminate resident's right of occupancy by giving resident three day's notice in writing. Notice may be by mail or personal delivery to resident. Such termination does not release resident from liability for future rentals. If owner prevails in any suit for eviction, unpaid rentals, charges or damages, resident shall be liable for court costs and reasonable attorneys fees; and all amounts shall bear 12% interest from due date. Owner may report rental and damage records to credit bureaus for recordation in resident's credit record as permitted according to law.
19. GENERAL: This contract and its attachments are the entire agreement between the parties, and resident acknowledges that no other oral or written agreement exists, either express or implied. This contract may be modified only in writing signed by all parties. All resident's statements in the rental application were relied upon by the owner or agent in executing this contract, and any misinformation therein shall be considered cause for termination by owner of resident's right of occupancy. In the event of more than one resident, each is jointly and severally liable for each provision of this contract. Each of the undersigned states that he/she is legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the county where the residence is located. Any clause or attachment hereto declared invalid by law shall terminate or invalidate the remainder of this contract.
20. THIS CONTRACT AND SECURITY DEPOSIT AGREEMENT is executed in multiple copies, one for the resident(s) and one or more for the owner. A copy of the owner's rules and regulations, if any, will be furnished when resident moves in, or earlier if desired. When the MOVE-IN INVENTORY AND CONDITION (if provided) form is completed after resident moves in, both owner and resident shall retain a copy thereof.
21. SPECIAL PROVISIONS: Tenants do lawn care and snow removal.

THIS IS A BINDING LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

Resident or Residents

Mark H. [Signature]
[Signature]

Owner or Owner's Representative

Marcia [Signature]

SECURITY DEPOSIT AGREEMENT

Date 4-19-96

Security Deposit(s) Received \$300.00

This SECURITY AGREEMENT shall govern refunds of all deposit(s), including deposits for any and all purposes, and shall apply to renewals and extensions of the RENTAL AGREEMENT. The deposit(s) will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made. Refunds, or a written statement showing the specific reason for the withholding of the deposit, will be mailed to the resident(s) within two weeks after the termination of the tenancy and the receipt of the tenant's mailing address or delivery instructions.

CONDITIONS FOR REFUND

1. NOTICE: At least one full calendar month's written notice of intent to vacate must be given to owner's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice (Often called a "30-day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month.
2. FULL TERM: The full term of the rental contract (or any renewal or extension periods) must have ended.
3. RENT PAID: At time of move-out, all rents must be paid in full through the end of the lease term or through the end of the month of any renewal or extension period. Resident may not apply security deposit(s) to rent. Resident agrees that the full monthly rent will be paid on or before the due day of each month, including the last month of occupancy.
4. NO HOLDING OVER: Residents must not stay beyond the date resident is supposed to move out, i.e., beyond the ending date of the lease term, renewal period, or extension period, or move-out day given in a "30-day" notice.
5. FORWARDING ADDRESS: A written copy of resident's forwarding address must be left with owner's representative.
6. CLEANING REQUIREMENTS: The residence, including furniture and kitchen appliances, must be cleaned thoroughly. MOVE-OUT CLEANING INSTRUCTIONS (if provided) shall be followed.

DEDUCTIONS FROM TOTAL SECURITY DEPOSITS

7. FAILURE TO CLEAN: If resident fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including charges for cleaning carpets, draperies, furniture, walls, etc., soiled beyond reasonable wear.
8. FIXED CLEANING CHARGE: The following charge will be deducted in any event for special cleaning which must be done commercially or by owner's employees. \$250.00. This is applicable only if owner has a fixed cleaning charge. This charge does not relieve resident from the cleaning provisions of paragraphs 6 and 7 above.
9. OTHER DEDUCTIONS: After inspection by owner's representative, appropriate charges will be deducted for any unpaid sums due on the rental contract, including damages or repairs to the residence or its contents (beyond reasonable wear); insufficient light bulbs, stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture, etc. A charge of \$5.00 per unreturned key will be made. Deductions for late payments and returned checks will be as set out in the rental contract.
10. FAILURE TO EXECUTE: A. If resident chooses not to move into a unit for which they have been approved, landlord may use own discretion in returning any or all of security deposit.
B. If resident chooses not to move into a unit for which they have been approved, resident will pay THE RENTAL CONNECTION a \$50.00 processing fee regardless of deposit resolution with landlord.
11. PET CHARGES: Pets are not allowed, even temporarily, without permission of owner's representative. If a pet is kept on the premises by anyone, without prior written permission, a penalty of \$10.00 per day will be charged, payable immediately, and in addition, such will be cause for termination by owner of resident's right of occupancy and/or suit for damages. Also, if a pet has been kept on the premises at any time during the resident's term of occupancy by anyone (with or without permission), a deduction may be made for carpets to be professionally shampooed and defleaed in order to protect future residents from possible health hazard.
12. SPECIAL PROVISIONS REGARDING SECURITY DEPOSIT(S):

Resident or Residents
X York A. Hammond
X Allen H. Adams

Math S. Ward
 Agent for the Rental Connection
Marcia E. Hill
 Owner or Owner's Representative

NEXT

DOCUMENT (S)

DISREGARD

BACKGROUND

1. INITIAL LEASE TERM: The initial term of the lease shall commence on the 11 day of July, 1996 and end the 31 day of July, 1997.

3. OTHER MATTERS AFFECTING LEASE TERM: This contract will be automatically renewed on a month-to-month basis (beginning with the first day of the month) unless written notice of termination is given by either party at least 30 days before the end of the above lease term or unless another rental contract is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or prior resident's holding over, owner shall not be liable to resident for such delay, and the contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, and (2) resident may terminate by giving notice in writing to owner no later than the third day of delay, whereupon resident shall be entitled only to refund of deposit(s). Such conditions shall not apply to cleaning and repair delays.

4. NOTICE: At least one full calendar month's written notice of intent to vacate must be given to owner's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice (often called a "30 day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month as set forth in SDGI 43-32-13.

5. SECURITY DEPOSIT: Resident agrees that security deposit(s) shall be the total sum of \$ 500 payable on or before the signing of this contract. Refunds shall be made in accordance with the SECURITY DEPOSIT AGREEMENT which is a part of this contract. The 30-day written notice provision in the contract will be strictly enforced. If the resident moves out prior to the ending date of the lease term, renewal period, or extension period, resident shall be subject to paragraphs 18 and 19 hereof.

6. RENT: Resident(s) will pay \$ 500 per calendar month for rental, payable in advance and without demand at the resident's manager's office for at least 10 days before the 1st day of the month without a grace period. Rent paid after the 1st day of each month shall be deemed as late, and if rent is not paid by the 5th of the month, resident agrees to pay a late charge of \$ 25.00 per day until paid in full. Resident agrees to pay a charge for each returned check. The pro-rated rental from the date of move-in to the 1st day of the following month is \$ 325.00. The above rental figure is for a single residence. Resident's right to possession is expressly contingent on the prompt payment of rent, and the use of the premises by resident is obtained only on the condition that rent is paid on time. Owner may require that all rent and other sums due be paid in one monthly check rather than multiple checks. (Includes garage Rent (if applicable) in the amount of \$ _____ for garage # _____).

7. UTILITIES: Owner will furnish the following utilities: None. Resident shall pay for all other utilities. All utilities shall be used for ordinary household purposes only.

8. THE APARTMENT WILL BE OCCUPIED BY: (List all adults and minors) Mark H. Hammar

Adam L. Headrick

9. PETS: Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the owner's representative. The presence of an unauthorized pet will subject resident to the penalties, damages, deductions, and termination provisions set forth in the SECURITY DEPOSIT AGREEMENT. Exceptions: None - dogs not allowed - cats fine

10. SUBLETTING: Subletting, assignment or securing a replacement will be allowed only upon approval of Owner.

11. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT: When moving out, resident agrees to surrender residence in the same condition as when received, reasonable wear expected. Resident has examined and accepted the residence, fixtures and/or furniture as is. Resident shall have the right to report defects or damages to owner's representative within 24 hours after resident is given possession of the residence. Resident shall use reasonable diligence in care of the residence. Resident may not make any alterations of owner's property or fixtures; no holes shall be put in the walls, ceilings, woodwork, or floors; no waterbeds, antenna installations, additional phone or TV cable outlets, lock changes or additional locks shall be permitted except by owner's written permission. Resident will not remove owner's fixtures, furniture and/or furnishings from the residence for any purpose. When resident moves in, owner shall furnish light bulbs of prescribed wattage for sockets; thereafter, light bulbs will be replace at resident's expense.

12. RULES AND REGULATIONS: Resident, his family, and guest(s) will comply with all written rules and regulations furnished to the resident. Owner may make reasonable rule changes. If in writing and distributed to all residents. Resident agrees that the conduct of himself, his family, and guests shall never be disorderly, boisterous, or unlawful.

13. RESIDENT AGREES TO REIMBURSE OWNER PROMPTLY for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when owner's representative makes demand. Owner's failure to delay in demanding reimbursements, late payment charges, pet penalties, or other sums due by resident shall not be deemed a waiver; and owner may demand same at any time, including move-out.

14. OWNER WILL NOT BE LIABLE: Owner will not be liable for any damages or losses to person caused by other residents or other persons. Owner shall not be liable for personal injury or damage loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God, or other causes whatsoever. Owner recommends that resident secure his own insurance to protect himself against all of the above occurrence.

15. REPAIRS AND MALFUNCTIONS: Resident agrees in request that all repairs and services be in writing to owner's designated representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, resident shall notify owner's representative immediately and owner shall act with due diligence in making repairs and rent shall not abate during such periods.

16. WHEN OWNER MAY ENTER: Owner's representative or servicemen may enter at reasonable times for the following purposes: requested repairs, extermination, preventive maintenance, emergency safety or fire inspections, showing residence to building inspectors, fire marshals, mortgage lenders, prospective purchasers, or insurance agents, or to prospective residents (after lease termination notice has been given).

16a. Residents agree to test smoke detectors at least monthly, to replace batteries when needed, and to immediately report inoperable detectors to the owner/manager.

owner agreement exists, either explicitly or implied. This contract may be modified by all parties. All resident's statements in the rental application were relied upon by the owner or agent in executing this contract, and any misinformation therein shall be considered cause for termination by owner of resident's right of occupancy. In the event of more than one resident, each is jointly and severally liable for each provision of this contract. Each of the undersigned states that he/she is legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the county where the residence is located. Any clause or attachment hereto declared invalid by law shall terminate or invalidate the remainder of this contract.

20. THIS CONTRACT AND SECURITY DEPOSIT AGREEMENT is executed in multiple copies, one for the resident(s) and one or more for the owner. A copy of the owner's rules and regulations, if any, will be furnished when resident moves in, or earlier if desired. When the MOVE-IN INVENTORY AND CONDITION (if provided) form is completed after resident moves in, both owner and resident shall retain a copy thereof.

21. SPECIAL PROVISIONS

ENTER IS responsible for lawn care and snow removal.

THIS IS A BINDING LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

Resident(s): Residents

Owner or Owner's Representative

SECURITY DEPOSIT AGREEMENT

Date 7-11-96

Security Deposit(s) Received \$500-

This SECURITY AGREEMENT shall govern refunds of all deposits, including deposits for any and all purposes, and shall apply to renewals and extensions of the RENTAL AGREEMENT. The deposit(s) will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made. Refunds, or a written statement showing the specific reason for the withholding of the deposit, will be mailed to the resident(s) within two weeks after the termination of the tenancy and the receipt of the tenant's mailing address or delivery instructions as set forth in SDCL 43-32-24.

CONDITIONS FOR REFUND

1. NOTICE: At least one full calendar month's written notice of intent to vacate must be given in owner's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice (often called a "30-day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month as set forth in SDCL 43-32-13.
2. FULL TERM: The full term of the rental contract (or any renewal or extension period) must have ended.
3. RENT PAID: At time of move-out, all rents must be paid in full through the end of the lease term or through the end of the month of any renewal or extension period. Reside. It may not apply security deposit(s) to rent. Resident agrees that the full monthly rent will be paid on or before the due day of each month, including the last month of occupancy.
4. NO HOLDING OVER: Resident's must not stay beyond the date resident is supposed to move out, i.e., beyond the ending date of the lease term, renewal period, or extension period, or move-out day given in a "30-day" notice.
5. FORWARDING ADDRESS: A written copy of resident's forwarding address must be left with owner's representative.
6. CLEANING REQUIREMENTS: The residence, including furniture and kitchen appliances, must be cleaned thoroughly. MOVE OUT CLEANING INSTRUCTIONS (if provided) shall be followed.

DEDUCTIONS FROM TOTAL SECURITY DEPOSITS

7. FAILURE TO CLEAN: If resident fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including charges for cleaning carpets, draperies, furniture, walls, etc., killed beyond reasonable wear.
8. FIXED CLEANING CHARGE: The following charge will be deducted in any event for special cleaning which must be done commercially or by owner's employees: \$ 10.00/room. This is applicable only if owner has a fixed cleaning charge. This charge does not relieve resident from the cleaning provisions of paragraph 6 and 7 above.
9. OTHER DEDUCTIONS: After inspection by owner's representative, appropriate charges will be deducted for any unpaid sums due on the rental contract, including damages or repairs in the residence or its contents (beyond reasonable wear), insufficient light bulbs, stickers, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture, etc. A charge of \$0.00 per unreturned key will be made. Deductions for late payments and returned checks will be set out in the rental contract.
10. PET CHARGES: Pets are not allowed, even temporarily, without permission of owner's representative. If a pet is kept on the premises by anyone, without prior written permission, a penalty of \$10.00 per day will be charged, payable immediately, and in addition, such will be cause for termination by owner of resident's right of occupancy and/or suit for damages. Also, if a pet has been kept on the premises at any time during the resident's term of occupancy by anyone (with or without permission), a deduction may be made for carpets to be professionally shampooed and de-furred in order to protect future residents from possible health hazard.

11. SPECIAL PROVISIONS REGARDING SECURITY DEPOSIT(S) MUST be left clean and in "ready to rent" condition.

Resident(s): Residents

Owner or Owner's Representative



RENTAL AGREEMENT

Date 07/17/961. BETWEEN RESIDENT(S) Israel Gonzales and Edwin Moranand OWNER Ben and Marcia EberlyOn Residence at 834 S. Minnesota Avenue, Sioux Falls, SD 57104

for use as private residence only

2. INITIAL LEASE TERM The initial term of the lease shall commence on the 18th day of July, 19 96, and end the 31 day of July, 19 97

3. OTHER MATTERS AFFECTING LEASE TERM This contract will be automatically renewed on a month-to-month basis (beginning with the first day of the month) unless written notice of termination is given by either party at least 30 days before the end of the above lease term or unless another rental contract is signed by both parties. If commencement of occupancy of the premises is delayed because of construction or prior resident's holding over, owner shall not be liable to resident for such delay, and the contract shall remain in force subject to the following conditions: (1) rentals shall be abated on a daily basis during delay, and (2) resident may terminate by giving notice in writing to owner no later than the third day of delay, whereupon resident shall be entitled only to refund of deposit(s). Such conditions shall not apply to cleaning and repair delays.

4. NOTICE: At least one full calendar month's written notice of intent to vacate must be given to owner's representative prior to move out at the end of the above lease term and any renewal or extension period. This means that such notice (often called a "30-day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis as set forth in paragraph 3 hereof, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month.

5. SECURITY DEPOSIT: Resident agrees that security deposit(s) shall be the total sum of \$ 300.00 payable on or before the signing of this contract. Refunds shall be made in accordance with the SECURITY DEPOSIT AGREEMENT which is a part of this contract. The 30-day written notice provision in the contract will be strictly enforced. If the resident moves out prior to the ending date of the lease term, renewal period, or extension period, resident shall be subject to paragraphs 18 and 19 hereof.

6. RENT: Resident(s) will pay \$ 425.00 per calendar month for rental, payable in advance and without demand at the resident's manager's office (or at 413 W. 17th, Sioux Falls, SD 57104) on or before the 1st day of the month without a grace period. Rent paid after the 1st day of each month shall be deemed as late, and if rent is not paid by the 5th of the month, resident agrees to pay a late charge of \$ 20.00 plus \$ 5.00 per day until paid in full. Resident agrees to pay a charge for each returned check. The prorated rental from the date of move in to the 1st day of the following month is \$ 192.00. The above rental figure is for a unfurnished residence. Resident's right to possession is expressly contingent on the prompt payment of rent, and the use of the premises by resident is obtained only on the condition that rent is paid on time. Owner may require that all rent and other sums due be paid in one monthly check rather than multiple checks. Garage Rent (if applicable) in the amount of \$ _____ for garage # _____.)

7. UTILITIES Owner will furnish the following utilities: tenant pays all utilities
Resident shall pay for all other utilities. All utilities shall be used for ordinary household purposes only.

8. THE RESIDENCE WILL BE OCCUPIED BY: (List all adults and minors) Israel and Edwin only.

9. PETS Residents will not permit a pet, even temporarily, in the premises unless permission is granted in writing by the owner's representative. The presence of an unauthorized pet will subject resident to the penalties, damages, deductions, and termination provisions set forth in the SECURITY DEPOSIT AGREEMENT. Exceptions: No Pets

10. SUBLETTING Subletting, assignment or securing a replacement will be allowed only upon approval of Owner.

11. CONDITION OF THE PREMISES ON MOVING IN AND MOVING OUT: When moving out, resident agrees to surrender residence in the same condition as when received, reasonable wear expected. Resident has examined and accepted the residence, fixtures and/or furniture as is. Resident shall have the right to report defects or damages to owner's representative within 24 hours after resident is given possession of the residence. Resident shall use reasonable diligence in care of the residence. Resident may not make any alterations of owner's property or fixtures; no holes shall be put in the walls, ceilings, woodwork, or floors; no antenna installations, additional phone or TV cable outlets, lock changes or additional locks shall be permitted except by owner's written permission. Resident will not remove owner's fixtures, furniture and/or furnishings from the residence for any purpose. When resident moves in, owner shall furnish light bulbs of prescribed wattage for sockets; thereafter, light bulbs will be replace at resident's expense.

12. RULES AND REGULATIONS: Resident, his family, and guests will comply with all written rules and regulations furnished to the resident. Owner may make reasonable rule change, if in writing and distributed to all residents. Resident agrees that the conduct of himself, his family, and guests shall never be disorderly, boisterous, or unlawful.

13. **RESIDENT AGREES TO REIMBURSE OWNER PROMPTLY** for any loss, property damage, or cost of repairs or service (including plumbing trouble) caused by the negligence or improper use by resident, his agents, family or guests. Resident shall be responsible for damage from windows or doors left open. Such reimbursement is due when owner's representative makes demand. Owner's failure to delay in demanding reimbursements, late payment charges, pet penalties, or other sums due by resident shall not be deemed a waiver, and owner may demand same at any time, including move-out.
14. **OWNER WILL NOT BE LIABLE:** Owner will not be liable for any damages or losses to person caused by other residents or other persons. Owner shall not be liable for personal injury or damage loss of resident's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, water, rain, hail, smoke, explosions, sonic booms, act of God, or other causes whatsoever. Owner recommends that resident secure his own insurance to protect himself against all of the above occurrence.
15. **REPAIRS AND MALFUNCTIONS:** Resident agrees to request that all repairs and services be in writing to owner's designated representative, except in an extreme emergency when telephone calls will be accepted. In case of malfunctions of equipment or utilities, or damage by fire, water, or other cause, resident shall notify owner's representative immediately and owner shall act with due diligence in making repairs and rent shall not abate during such periods.
16. **WHEN OWNER MAY ENTER:** Owner's representative or servicemen may enter at reasonable times for the following purposes: requested repairs, extermination, preventive maintenance, emergency safety or fire inspections, showing residence to building inspectors, fire marshals, mortgage lenders, prospective purchasers, or insurance agents, or to prospective residents (after lease termination notice has been given).
17. **OWNER'S OBLIGATION:** Owner agrees to (a) keep all areas of the residence & grounds in reasonably clean condition; (b) properly maintain hot water, heating, and/or air conditioning equipment; (c) abide by applicable state and local laws regarding repairs; (d) make all reasonable repairs, subject to resident's obligations to pay for damages caused by resident, his family, or guests.
18. **DEFAULT BY RESIDENT:** If resident fails to pay rent or other lawful charges when due, or if resident fails to reimburse owner for damages, repairs, or plumbing service costs when due, or if resident, his family, guests, or other occupants violate this contract or owner's rules and regulations or applicable state and local laws, or if resident abandons the residence or otherwise violates lease, then owner or owner's representative may terminate resident's right of occupancy by giving resident three day's notice in writing. Notice may be by mail or personal delivery to resident. Such termination does not release resident from liability for future rentals. If owner prevails in any suit for eviction, unpaid rentals, charges or damages, resident shall be liable for court costs and reasonable attorneys fees; and all amounts shall bear 12% interest from due date. Owner may report rental and damage records to credit bureaus for recollection in resident's credit record as permitted according to law.
19. **GENERAL:** This contract and its attachments are the entire agreement between the parties, and resident acknowledges that no other oral or written agreement exists, either express or implied. This contract may be modified only in writing signed by all parties. All resident's statements in the rental application were relied upon by the owner or agent in executing this contract, and any misinformation therein shall be considered cause for termination by owner of resident's right of occupancy. In the event of more than one resident, each is jointly and severally liable for each provision of this contract. Each of the undersigned states that he/she is legal age to enter into a binding contract for lodging. All obligations hereunder are to be performed in the county where the residence is located. Any clause or attachment hereto declared invalid by law shall terminate or invalidate the remainder of this contract.
20. **THIS CONTRACT AND SECURITY DEPOSIT AGREEMENT** is executed in multiple copies, one for the resident(s) and one or more for the owner. A copy of the owner's rules and regulations, if any, will be furnished when resident moves in, or earlier if desired. When the **MOVE-IN (INVENTORY AND CONDITION)** (if provided) form is completed after resident moves in, both owner and resident shall retain a copy thereof.
21. **SPECIAL PROVISIONS:** All lawn care and snow removal is done by the tenants.

THIS IS A BINDING LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING

Resident or Residents

Owner or Owner's Representative

* *[Signature]*
* *[Signature]*

[Signature] *[Signature]*

SECURITY DEPOSIT AGREEMENT

Date

7/17/96

Security Deposit(s) Received

300.00

This SECURITY AGREEMENT shall govern refunds of all deposit(s), including deposits for any and all purposes, and shall apply to renewals and extensions of the RENTAL AGREEMENT. The deposit(s) will be refunded only after each and all of the following conditions have been met and after the appropriate deductions, if any, have been made. Refunds, or a written statement showing the specific reason for the withholding of the deposit, will be mailed to the resident(s) within two weeks after the termination of the tenancy and the receipt of the tenant's mailing address or delivery instructions.

CONDITIONS FOR REFUND

1. NOTICE: At least one full calendar month's written notice of intent to vacate must be given to owner's representative prior to move-out at the end of the above lease term and any renewal or extension period. This means that such notice (Often called a "30-day" notice) given June 15, for example, would require that rent be paid in full through July 31st. In the case of a lease having been renewed on a month-to-month basis, notice of rent increase or other modification of terms of the lease shall be given at least 30 days prior to the expiration of the month.
2. FULL TERM: The full term of the rental contract (or any renewal or extension periods) must have ended.
3. RENT PAID: At time of move-out, all rents must be paid in full through the end of the lease term or through the end of the month of any renewal or extension period. Resident may not apply security deposit(s) to rent. Resident agrees that the full monthly rent will be paid on or before the due day of each month, including the last month of occupancy.
4. NO HOLDING OVER: Residents must not stay beyond the date resident is supposed to move out, i.e., beyond the ending date of the lease term, renewal period, or extension period, or move-out day given in a "30-day" notice.
5. FORWARDING ADDRESS: A written copy of resident's forwarding address must be left with owner's representative.
6. CLEANING REQUIREMENTS: The residence, including furniture and kitchen appliances, must be cleaned thoroughly. MOVE-OUT CLEANING INSTRUCTIONS (if provided) shall be followed.

DEDUCTIONS FROM TOTAL SECURITY DEPOSIT

7. FAILURE TO CLEAN: If resident fails to clean in accordance with the above paragraph, reasonable charges to complete such cleaning shall be deducted, including charges for cleaning carpets, draperies, furniture, walls, etc., soiled beyond reasonable wear.
8. FIXED CLEANING CHARGE: The following charge will be deducted in any event for special cleaning which must be done commercially or by owner's employees: \$ 25.00/mo. This is applicable only if owner has a fixed cleaning charge. This charge does not relieve resident from the cleaning provisions of paragraphs 6 and 7 above.
9. OTHER DEDUCTIONS: After inspection by owner's representative, appropriate charges will be deducted for any unpaid sums due on the rental contract, including damages or repairs to the residence or its contents (beyond reasonable wear); insufficient light bulbs; sticks, scratches, burns, stains, or holes, etc., in walls, doors, floors, draperies, carpets, and/or furniture, etc. A charge of \$5.00 per unreturned key will be made. Deductions for late payments and returned checks will be as set out in the rental contract.
10. FAILURE TO EXECUTE: A. If resident chooses not to move into a unit for which they have been approved, landlord may use own discretion in returning any or all of security deposit.
B. If resident chooses not to move into a unit for which they have been approved, resident will pay THE RENTAL CONNECTION a \$50.00 processing fee regardless of deposit resolution with landlord.
11. PET CHARGES: Pets are not allowed, even temporarily, without permission of owner's representative. If a pet is kept on the premises by anyone, without prior written permission, a penalty of \$10.00 per day will be charged, payable immediately, and in addition, such will be cause for termination by owner of resident's right of occupancy and/or suit for damages. Also, if a pet has been kept on the premises at any time during the resident's term of occupancy by anyone (with or without permission), a deduction may be made for carpets to be professionally shampooed and de-flea'd in order to protect future residents from possible health hazard.
12. SPECIAL PROVISIONS REGARDING SECURITY DEPOSIT(S):

Resident or Residents

* Edwin Martinez
* [Signature]

Cambria Weiss
Agent for the Rental Connection

Maurice E. [Signature]
Owner or Owner's Representative

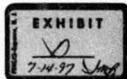
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ACCT NO 8745550-17 CYCLE 19 STATUS FINALED ON DATE 05/96 PAGE 1
NAME HEADRICK, ADAM L RD ROUTE 7038 APPR RMKI CRED
SERV ADD 834 S MINNESOTA AVE 03/18/97
CITY/ST SIOUX FALLS, SD BALANCE 471.93 MAIL CIS ACTIVITY NONE
LLRD SERV G

AREC ***** ACCOUNTS RECEIVABLE HISTORY INFORMATION *****
PAY CODE/ UTILITY OTHER
DATE TRAN DUE DATE BILL/PAYMENT BILL/PAYMENT BALANCE
02/27/97 BILL DUE 03/21/97 \$30.73 \$471.93
02/20/97 LPMT \$6.52 \$441.20
01/29/97 BILL DUE 02/20/97 \$166.41 \$434.68
12/30/96 BILL DUE 01/22/97 \$137.46 \$268.27
12/19/96 LPMT \$1.93 \$130.81
11/25/96 BILL DUE 12/19/96 \$53.73 \$128.88
11/15/96 LPMT \$1.11 \$75.15
10/24/96 BILL DUE 11/15/96 \$32.69 \$74.04
10/16/96 LPMT \$.61 \$41.35
09/24/96 BILL DUE 10/16/96 \$21.44 \$40.74
08/23/96 BILL DUE 09/17/96 \$19.30 \$19.30
08/05/96 CPAY NET 00822 \$17.23 - \$0.00
07/24/96 BILL DUE 08/15/96 \$17.23 \$17.23
07/15/96 CPAY NET 00718 \$21.55 - \$0.00
06/24/96 BILL DUE 07/17/96 \$21.55 \$21.55
TRAN CODE - PF3 - END PF8 - FWD PF15 - MENU

MIDAMERICAN ENERGY COMPANY
P.O. Box 5008
Sioux Falls, SD 57117-5008





LAW OFFICES OF

EAST RIVER LEGAL SERVICES

335 N. Main Ave., Suite 300, Sioux Falls, South Dakota 57102-0305
Telephone (605) 336-9230 WATS 1-800-952-3015

Fax (605) 336-6919

August 25, 1997

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AUG 27 1997

PUBLIC UTILITY COMMISSION
500 East Capitol
Pierre, SD 57501

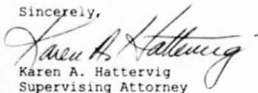
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: IN THE MATTER OF THE COMPLAINT FILED BY ADAM
HEADRICK, SIOUX FALLS, SD AGAINST MIDAMERICAN ENERGY
COMPANY REGARDING A BILL.

Dear Commissioners,

Enclosed please find three copies of COMPLAINANT'S POST-
HEARING BRIEF AND CLOSING ARGUMENT and CERTIFICATE OF SERVICE
in the above referenced matter.

Sincerely,


Karen A. Hattervig
Supervising Attorney

Enc.

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

AUG 27 1997

SOUTH DAKOTA PUBLIC
UTILITY COMMISSION

IN THE MATTER OF THE)
COMPLAINT FILED BY) NO. NG97-006
ADAM HEADRICK, SIOUX)
FALLS, SD AGAINST) COMPLAINANT'S POST-HEARING
MIDAMERICAN ENERGY) BRIEF AND CLOSING ARGUMENT
COMPANY REGARDING A BILL)

Complainant, Adam Headrick, by and through his attorney, Karen A. Hattervig of East River Legal Services, hereby submits the following post-hearing brief and closing argument in the above-entitled matter. Hereafter TR. means transcript and Ex. Means Exhibit.

FACTS OF THE CASE

Adam Headrick is an Augustana College student who has lived in various rental properties in Sioux Falls, South Dakota while attending college. (TR.9,37-39). He has been responsible for utility charges in these various residences and has always timely paid the gas bills he has incurred with Midamerican Energy and its predecessor companies. (TR.36-37, Ex. D). This action was filed because Midamerican Energy is trying to make Adam Headrick pay for seven (7) months or more (Ex.15,D & TR.100,113) of gas charges incurred at Adam Headrick's former residence at 834 So. Minnesota Avenue, Sioux Falls, South Dakota after the time Adam Headrick moved to another residence. (TR.15 & Ex. D,12).

Adam Headrick and his roommate, Mark Hammar, lived at 834

So. Minnesota from May, 1996 until mid-July, 1996. (TR.10 & Ex. A,B,C). Adam Headrick made the call to Midamerican Energy to arrange for gas service at 834 So. Minnesota and therefor the bill was placed in his name. (TR.12, 190-191). Unfortunately, Adam Headrick does not remember the specific call he made to Midamerican Energy to tell them he was moving out of this residence to a new residence at 619 W. 13th St. (TR. 14,45-46). He is convinced he and his roommate did call them because they had called all of the other utilities and would not have skipped calling the gas company. (TR.11,15,45-46).

On July 15, 1996 Adam Headrick paid the prior month's gas bill for 834 So. Minnesota Ave. and on August 5, 1996 Adam Headrick paid what he thought was a final bill of \$17.23 for his gas charges at 834 So. Minnesota Avenue. (Ex. D, TR.17-18). After the last billing of July 24, 1996 until this day, Adam Headrick has never received any bill for the gas service at 834 So. Minnesota Ave. from Midamerican Energy nor has he received any call from Midamerican Energy regarding an over-due gas bill at 834 So. Minnesota Ave. (TR.16,30-40). He has instigated calls and visits to Midamerican Energy since February, 1997 regarding the over-due gas bill at his former address after he found out there was such a bill in his name but he has never seen an actual bill for this address since he moved out in July, 1996 or a final amount alleged to be due on this account. (TR.16 & Ex.

3,6,10,11,12,13).

Adam Headrick put in a change of address card with the post office in July, 1996 when he moved to the new address of 619 W. 13th St. (Tr.15,25-26) but for unknown reasons Midamerican Energy did not record this change of address on their records until December 12, 1996. (Ex.8). No bills were sent or forwarded to this 13th St. address that anyone is aware of. (TR.16,39-40).

Adam Headrick resided at 619 W. 13th St. until the middle of September, 1996 when he went on a trip to Europe. (TR.16). He returned from Europe in mid-December 1996. (TR.28,37-38). While in Europe his mother, who resides in Flandreau, South Dakota, picked up his mail and had possession of his cellular phone. (TR. 26,32). Midamerican Energy had in its records Adam Headrick's cell phone number and his mother and father's address and telephone number in Flandreau. (TR. 13,35 & Ex. 6,17).

When Adam returned from Europe he resided with his parents in Flandreau through the holidays. In January, 1996 Adam took a one month interim college course and resided with friends in Sioux Falls.(TR. 38). In February, 1996 he moved into an apartment at 709 So. 2nd Ave., Apt. 3 and called Midamerican to have the gas put into his name. (Ex. 3 & TR.18,36). When he called, Midamerican refused to turn on the gas at this address until he paid the gas bills incurred at 834 So. Minnesota Avenue from July, 1996 forward. (Tr.18 & Ex.3). No information about

disputing this bill was offered nor was information offered to him about ways to restore his gas service. (TR.18 & Ex.3). See ARSD 20:10:17:12. Due to the extremely cold weather he was forced to live elsewhere for one month until he could obtain an electric space heater. (TR.19).

Midamerican has sole control over the records regarding any calls made to Midamerican Energy. They have various records indicating various calls received by them regarding the account at 834 So. Minnesota Ave. Although they testified they record the calls verbatim and every call is recorded, (TR.104) they later admitted that they do paraphrase the calls, add comments and not all calls are recorded. (TR.62,105).

The company does have a record of the call made by Adam Headrick's roommate in July, 1996 regarding gas service at their new residence. This record shows Midamerican knew Adam Headrick and Mark Hammar were now residing at the new address of 619 W. 13th St. in Sioux Falls and that their "previous address" was 834 So. Minnesota Ave. (Ex.14). Midamerican Energy also knew 834 So. Minnesota Ave. was a rental property owned by Marcia and Ben Eberle (Ex.1).

There is a dispute whether the renters who moved into 834 So. Minnesota Ave. called to have the service transferred to their name between July, 1996 and December, 1996. The new tenants were Israel Gonzalez and Edwin Moran. (Ex. C & TR. 42). Marcia

Eberle, the landlord, testified that when she went to Midamerican Energy to talk to them about this bill being in Adam Headrick's name, she was shown a computer screen by the person she talked to that indicated Mr. Gonzalez had called to have the service transferred to his name but the company wouldn't accept him as a customer. (TR. 45-46,56). The person Mrs. Eberle talked to, Cheryll Ahnberg, testified she had not shown Marcia Eberle this information. She did say she looked up information on Edwin Moran while talking to Marcia Eberle.

It is undisputed that on December 6, 1996 (Ex. 16) and again on February 7, 1997 (Ex. 8) Anthony Lloyd, the second subsequent renter after Gonzalez and Moran at 834 So. Minnesota Ave., called Midamerican to have gas put into his name for this address but he never complied with the requests from Midamerican that he come to their office in person and bring copies of his lease so Midamerican left the bill in Adam Headrick's name. (TR.48). See ARSD 20:10:19:03.

The landlord has an agreement with the gas company to pay the gas bill at 834 So. Minnesota "between tenants" from October 15 until April 15 of each year to prevent a gas shut off in the coldest months of the year. (Ex. 1, TR.51,59-60). Even though no payment had been made on the bill for this address by any tenant since Adam Headrick's August 5, 1996 payment, (Ex. D); disconnect notices had been sent out (Ex.3 & Tr. 80,96) and calls from other

tenants at this address were received by Midamerican Energy asking for service in their names, (Ex. 4,8,13,16) the bill was not placed in the landlord's name until Adam Headrick came in and said he was disputing the bill in February, 1997. (Ex.D). In fact the bill may still be in Adam Headrick's name as the gas company records printed on June 9, 1997 and entered into evidence show the customer's name who is responsible for the gas at 834 So. Minnesota Ave. is Adam Headrick. (Ex. 1-16).

Adam Headrick believed his gas bill at 834 So. Minnesota Ave. had been paid in full when he moved out and that the gas service was transferred to his new residence at 619 W. 13th St. He did not know he was still being billed for gas used at 834 So. Minnesota by the subsequent renters of that residence.(TR.17,18). He did not believe his contract with Midamerican Energy was to pay for gas he did not use at a residence he did not own or occupy. (TR.21).

ARGUMENT

Midamerican Energy has violated SDCL 49-34A-3 when it continued to accrue a bill for gas services for the residence at 834 So. Minnesota Ave. in the name of Adam Headrick when it knew or should have known that Adam Headrick had moved from the rental unit at 834 So. Minnesota Ave., he and his roommate had established gas service with Midamerican Energy at their new address, that other tenants had taken up residency at 834 So.

Minnesota Ave. and that the rental unit was owned by Marcia and Ben Eberle not Adam Headrick.

Midamerican Energy alleges that this is a simple contract situation. They allege they had a contract with Adam Headrick to pay for gas at 834 So. Minnesota and he did not notify them that he was canceling the contract, thus he is still responsible for the bill at 834 So. Minnesota Ave. This contract with Midamerican Energy was allegedly entered into by the parties when Adam Headrick phoned the gas company in May, 1996 and asked for gas to be supplied to him and his roommate, Mark Hammar, at 834 So. Minnesota Ave. (TR.9-15). Nothing in the record reflects the exact contract that Adam Headrick entered into with Midamerican Energy when he called Midamerican Energy and established gas service at 834 So. Minnesota Ave. in May, 1996. No written contract was put into evidence. Since the contract was established over the phone, this alleged contract was an oral contract.

In the usual consumer context regarding implied contracts for utility services, the utility company promises to provide the customer with a utility service to his or her residence. In return, the customer agrees to pay the utility in a timely manner at the tariffed rate for the utility service he or she receives. *Access To Utility Service*, National Consumer Law Center, Sec. 7.3.1 (1996). From the testimony in the record, Adam Headrick

believed he was entering into just such a consumer contract. He agreed to timely pay for gas provided to him at his residence by Midamerican Energy. (TR.21). The utility complied with this contract by providing him with gas. Adam complied with this contract by paying in a timely manner for all gas he received at his residence. (Ex. D).

Under basic contract law, in order to hold Adam Headrick legally responsible for gas he did not receive or use at 834 So. Minnesota Ave., Midamerican Energy has to prove that it had a binding contract with Adam Headrick in which Adam agreed to pay for gas at this address that he did not receive, even after the company had actual notice that he had moved from this address and was living elsewhere and that other residents were living in his former residence. Meridian Light & Ry. Co. Vs. Steele, 83 So. 414 (Miss. 1920). Midamerican Energy did not prove such a contract existed.

Utilities in South Dakota are required to tell their consumer households their own customer rules. ARSD 20:10:16:02 (1). When the phone representative at Midamerican received the call in July, 1996 from Mark Hammar in which he told Midamerican that he and Adam Headrick had moved to a new residence, it should have been incumbent of that representative to tell Mark Hammar that Adam Headrick would still be held responsible for the gas charges at their former residence unless he called to disconnect

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such service or, at very least, the representative should have asked Mark Hammar if Adam Headrick had called to disconnect or terminate the gas at 834 So. Minnesota Ave. if Midamerican Energy's policy is that Adam had to personally call and tell them to disconnect or transfer the bill to the new tenant at 834 So. Minnesota Ave. If at that time a new agreement had been reached between Adam and the utility regarding responsibility for the gas being used by the new tenants at 834 So. Minnesota Ave. a valid express contract could have been formed.

The normal consumer does not know the niceties of contract law or the tariff agreements Midamerican Energy has with the PUC unless they are told by the utility. That is why the utility who has contact with the consumer has the responsibility to tell the consumer about the law and the consequences of their actions regarding gas service at their residence. ARSD 20:10:16:01, ARSD 20:10:16:02. Midamerican Energy should not be allowed to stand by and let two young inexperienced college students start service at a new address without inquiring about their intentions for the gas service at their former residence and inquire whether or not they desired to transfer, disconnect or continue to be billed for gas at their former residence. In this case, when the service representative was told by Mark Hammar he had moved from 834 So. Minnesota Ave., it would have been simple for the service representative to call up on her computer the address of 834 So.

Minnesota Ave. to see who was responsible for that bill and find out whether Adam Headrick, who was now living with Mark Hammar at the new address, wanted to continue to be responsible for the gas bill at the former address. Without obtaining an express agreement to pay for gas at his former residence, Midamerican Energy can not prove that they had a binding contract with Adam Headrick to pay for the gas supplied to his old address which he did not consume or use. City of East Grand Forks vs. Luck, 107 N.W. 393 (Minn. 1906). Midamerican Energy's consideration for their contract with Adam Headrick was the gas Adam consumed. If no gas was provided to Adam, Midamerican provided no consideration for the contract. Merridian Light & Ry Co., Supra at 415.

To form a binding contract, under basic contract principles, you must have mutual assent and agreement on all essential terms of the contract. In other words, you must have a meeting of the minds. You must also prove that the contract is supported by consideration. Without one of these elements, the contract is void. Any agreement to pay the debt without the necessary consideration constitutes nothing more than an unenforceable gratuitous promise. 17A Am. Jur. 2d Contracts Sec. 1,3,7,18,113; Meridian Light & Ry. Co. vs. Steele, Supra.

Clearly in Adam's mind he thought he was contracting for gas service to be provided to his roommate and him at 834 So.

Minnesota Ave. and thought that contract had terminated when his roommate called Midamerican and told them he and Adam had moved to 619 W. 13th St. Adam knew that he and his roommate needed to call the utilities, including the gas company, when they moved and let them know they moved. This they did in July, 1996 at least once. (Ex. 14.) Midamerican Energy is saying he and Mark Hammar did not use the right procedure when they called. However, using the same procedure they successfully made a transfer of all their other utility services. (TR.15).

Midamerican should also be estopped from collecting this bill because of their negligence in handling this account. In July, 1996 Adam Headrick put in a change of address card with the post office so any remaining bills, if any, would be sent to him at their new address. (TR.15). He was at the new address for two months. (TR.16). After leaving he arranged with his mother to pick up any other mail that may be forwarded to that address (TR. 16) and he had an arrangement with his landlord about his leaving so the landlord knew how to contact him if anything arose after he left. (Tr.32-33). If Midamerican Energy had been billing Adam Headrick monthly after he moved from 834 So. Minnesota Ave., Adam Headrick would have been aware of his being billed for gas at his former residence before he went to Europe and he would have been able to correct any error involved here. There is no logical reason why Adam Headrick should not have been informed by

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Midamerican Energy about gas bills wrongfully accruing in his name at 834 So. Minnesota Ave. so he could correct the problem in a timely manner. After Adam moved out of the residence on 13th Street the bills sent there in Adams name should have been returned to Midamerican Energy by the post office as undeliverable. Yet Midamerican Energy presented no evidence that the bills they were supposedly sending out ever reached Adam at his old or new address or were returned.

After several months of non-payment of the gas bill at 834 So. Minnesota Ave. it should have obvious to Midamerican there was a problem and they should have contacted the customer or his references to see if they could work out the problem. ARSD 20:10:20:03 (3). Yet even after several months of non-payment and after subsequent tenants had called asking to have the bill placed in their name, Midamerican Energy blindly kept billing Adam Headrick without any kind of follow through with the information they had in their records. SDCL 57A-1-201 (27). This negligence in handling this account should estop the company from being able to allege they are not responsible for this problem. This conduct should be viewed as a waiver of any contractual rights the utility might have had regarding this bill. SDCL 57A-1-102 (3); 57A-2-208 & 57A-2-209.

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CONCLUSION

Midamerican Energy did not treat Adam Headrick fairly in this matter. Knowing full well that the address at 834 So. Minnesota Ave. was a rental unit owned by Marcia and Ben Eberle and knowing full well that Adam Headrick was no longer a tenant in this building and that other tenants at that address had called Midamerican Energy to have the gas placed in their name for this address, Midamerican chose to let this bill accrue in Adam Headrick's name rather than investigate the problem and correct any errors they may have in billing Adam Headrick for the gas at that rental unit.

Midamerican Energy violated SDCL 49-34A-4 by placing Adam Headrick in an unreasonable disadvantage when it did not try to reach Adam Headrick at his forwarding or family's address and telephone numbers they had readily available to them in their records when it was obvious that the bill at 834 So. Minnesota Ave. was in arrears and had not been paid for several months.

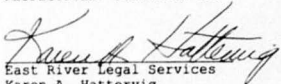
Midamerican Energy also violated Adam Headrick's right to have gas service at his apartment he rented in February, 1997 because of the disputed gas bill at 834 So. Minnesota Ave. ARSD 20:10: 17:12. They did not inform him of his rights as required by regulation and did not give him any information how he could get gas service other than pay the disputed bill. ARSD 20:10:19:02. These actions caused Adam Headrick great

inconvenience and discomfort due to the inclement weather in February, 1997.

Midamerican Energy did not have an enforceable contract with Adam Headrick to pay for gas service at 834 So. Minnesota Ave. after he moved to another address. Midamerican Energy had been informed he was not a tenant at 834 So. Minnesota Ave. in July, 1996 and also was informed by the new tenants at 834 So. Minnesota Ave. that they wanted to be responsible for the gas service at this address. Adam Headrick should not be held responsible for the lack of credit worthiness of the new tenants. If the new tenants were not credit worthy, Midamerican Energy should have billed Marcia and Ben Eberle for the gas service at their property not the former tenant of that property.

RESPECTFULLY SUBMITTED BY:

DATE: 8/25/97


East River Legal Services
Karen A. Hattervig
Attorney for Claimant
335 No. Main, Suite 300
Sioux Falls, SD 57104
(605) 336-9230

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE)
COMPLAINT FILED BY) NO. NG97-006
ADAM HEADRICK, SIOUX)
FALLS, SD AGAINST) CERTIFICATE OF SERVICE
MIDAMERICAN ENERGY)
COMPANY REGARDING A BILL)

I hereby certify that on the 25th day of August, 1997 I
filed three copies with the PUC and sent to Karen M. Hizenga and
Kristi Geisler-Holm, attorneys for Midamerican Energy Company, by
first class mail, postage prepaid, a true and correct copy of the
COMPLAINANT'S POST-HEARING BRIEF AND CLOSING ARGUMENT in the
above entitled matter at the following address:

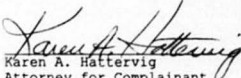
Public Utility Commission
500 East Capitol Ave.
Pierre, SD 57501

Ms. Karen M. Hizenga
Midamerican Energy Co.
106 East 2nd St.
P.O. Box 4350
Davenport, Iowa 52808

Ms. Kristi Geisler-Holm
Davenport, Evans, Hurwitz & Smith
513 So. Main Ave.
Sioux Falls, SD 57104

Dated this 25th day of August, 1997, at Sioux Falls,
South Dakota.

EAST RIVER LEGAL SERVICES


Karen A. Hattervig
Attorney for Complainant
335 North Main, #300
Sioux Falls, SD 57104



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SEP 26 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MidAmerican Energy Company
One RiverCenter Place
100 East Second Street
P.O. Box 4350
Sioux Falls, South Dakota 57108
319 333-8000 Telephone
319 333-8021 Facsimile

Karen M. Holzenga
Attorney

September 25, 1997

By Federal Express

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: Docket No. NG97-006
South Dakota Public Utilities Commission

Dear Mr. Bullard:

Enclosed please find an original and ten copies of MidAmerican Energy Company's Initial Brief in the above-captioned matter. A Certificate of Service is also enclosed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen M. Holzenga".

KMH-ckt

Encl.

c: Kristi Geisler Holm

RECEIVED

SEP 26 1997

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

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD,) NG97-006
AGAINST MIDAMERICAN ENERGY COMPANY)
REGARDING A BILL)

INITIAL BRIEF OF MIDAMERICAN ENERGY COMPANY

Karen M. Huizenga, Attorney
MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808
319/333-8006 (Voice)
319/333-8021 (Facsimile)

and

Kristi Geisler Holm
Local Counsel
Davenport, Evans, Hurwitz & Smith
513 South Main Avenue
Sioux Falls, South Dakota 57101

TABLE OF CONTENTS

	Page
STATEMENT OF FACTS	1
ARGUMENT	3
CONCLUSION	8

STATEMENT OF FACTS

On May 1, 1996, Adam Headrick and his roommate Mark Hammar entered into a rental agreement at 834 South Minnesota Avenue, Sioux Falls, South Dakota. Complainant's Exhibit A. Complainant's landlords at this address were Ben and Marcia Eberle. Id. and TR. 10. Complainant established gas service in his name for that address. TR. 12. Complainant moved from the premises in mid-July, 1996. TR. 10. Complainant has no honest recall of calling MidAmerican to tell them he was moving out of 834 South Minnesota Avenue. TR. 14, 21-22. Complainant provided the forwarding address of 619 West 13th Street, Sioux Falls, to the post office but not to others, save only the landlord. TR. 15, 25. Complainant's arrangement with the Eberles when he moved out of 834 South Minnesota was that he was to remain responsible for the rent and utilities until a new renter moved in. TR. 23-24. To his knowledge, there was no direct agreement between he and his landlords as to how the utility companies would be notified that a new tenant had moved in. TR. 25. According to Mrs. Eberle, it was not discussed between she and Adam as to who was to carry the gas service if a new tenant was unable to get service. TR. 53. Thus, Mark Hammar requested gas service be established in Mark's name at 619 West 13th Street. TR. 22 and Ex. B. On July 24, 1996, MidAmerican Energy Company sent a bill to Complainant at the 834 South Minnesota Avenue address for service to that address. Ex. D. Although the new lease commenced July 11, 1996 (Ex. B), Complainant paid this bill on August 5, 1997. Ex. D.

Complainant remained at 619 West 13th Street for approximately two months, leaving in mid-September. TR. 16. When he left that address, he went to Europe for three months on a backpacking trip. Id. He did not leave a forwarding address with the post office when he left

for Europe. TR. 26. His parents only took care of mail sent to his box at Augustana College while he was gone. Id. He spent Christmas with his parents in Flandreau. TR. 28. He lived with a friend off campus during January and signed a lease at 709 South Second Avenue on February 24, 1997. TR. 38. He remained there until the end of May 1997. TR. 38-39. Complainant then watched the Dempster's house until he moved into 2210 South Euclid in July 1997. Id.

In the period before he contacted MidAmerican Energy Company in February 1997, the only time he left a forwarding address (and that only with the post office) was at the time he moved out of the rental unit at 834 South Minnesota. TR. 26. His cell phone was not on when he was in Europe and he doesn't think he had the power button on when he visited his parents at Christmas. TR. 27-28.

Bills sent to Complainant for 834 South Minnesota were not returned to MidAmerican before December 12, 1996. TR. 107. On December 12, 1996, MidAmerican changed the mailing address for Complainant's account in accord with the post office's notification of a forwarding address. TR. 106-107. After December 12, mail concerning Complainant's account was returned with the notation that Complainant was no longer at this address and no forward was left. TR. 107.

Complainant contacted MidAmerican for gas service at 709 South Second Avenue on February 27, 1997. TR. 18. The first record in MidAmerican's possession memorializing Complainant's desire to no longer be responsible for bills at 834 South Minnesota was on February 27, 1997. Ex. 6. This record states: "Adam cld to start serv at 8762790-19 adv of this acct - he states he hasn't lived here for mos - did say he didn't call to final - thought lrrd wld call."

A second record with similar information was made on March 13, 1997. Ex. 13. In pertinent part, Ex. 13 states: "Adam was into a lease agreement from 5-96 to 5-97 . . . moved with agreement to keep gas in his name until llrd re-rented . . . Adam thought llrd would call when new tenants came in . . . llrd didn't and tenant 2 didn't call for service 7-18 to 12-1."

ARGUMENT

Mr. Headrick did not provide MidAmerican notice in July 1996 to disconnect service at 834 South Minnesota Avenue.

A. There is no evidence Complainant requested termination of gas service in his name for the above account until February 1997.

1) Complainant does not recall contacting MidAmerican to terminate service in July.

Complainant cannot honestly remember that he did call MidAmerican when he moved out of 834 South Minnesota in July 1996. TR. 14. It is likely that he did not do so as he had at that time an agreement with his landlord Marcia Eberle to continue paying rent and utilities until a new renter moved in. TR. 23-24. He knew he was to remain MidAmerican's customer of record at that address during this period. Even with this understanding, Complainant did not provide MidAmerican with his change of address. TR. 15, 25. He chose to rely solely on the forwarding abilities of the post office. Id. It follows that his roommate Mark Hammar initiated gas service at the new address, 619 West 13th, because of Complainant's commitment at the old address.

Complainant paid a bill for gas service at the 834 South Minnesota address on August 5, 1996. Ex. D. That bill had been mailed to the 834 South Minnesota address on July 24, 1996,

after Complainant stated he had moved to 619 West 13th Street and after he stated he had requested that the post office forward his mail to the 619 West 13th Street address. TR. 15, 25. No bills or notices sent by MidAmerican to Complainant at the 834 South Minnesota address were returned to MidAmerican until December 12, 1996. TR. 107.

Complainant and Mark Hammar entered into a lease for the 619 West 13th Street property beginning July 11, to end May 31, 1997. Ex. B. He again left this lease two months after entering it, this time leaving to take a trip to Europe for three months. TR. 16, 37-38. This time he didn't leave a forwarding address with the post office. TR. 26. Thus, unless and until the resident of that address informed the post office that Complainant had moved on, the post office would continue to deliver mail addressed to Complainant to this address, presumably including mail originally sent to the 834 South Minnesota address. MidAmerican's bills were not being returned; one unaware of his European trip could reasonably assume, therefore, that Complainant received the bills each month for 834 South Minnesota.

- 2) MidAmerican has no record that Complainant requested termination of service at 834 South Minnesota before February 27, 1997.

MidAmerican witness Mark Nibaur testified that MidAmerican representatives are required to note telephone requests for termination of service requested either for a date certain or as soon as possible on a customer's account. TR. 63. At that time a service order would be generated, telling someone to go out and physically disconnect. Id. His review of MidAmerican records for the gas service account of Complainant for the months of July and August 1996 found no request for termination. TR. 64. There was also no order history for disconnection for either of those months. Id. When an account has been so marked, the remark is not deleted. TR. 66.

MidAmerican records of conversations with Complainant on February 27, 1997¹ and March 13, 1997² also support that Complainant had not requested his service be terminated at 834 South Minnesota at an earlier time. MidAmerican witness Ahnberg testified to her independent recall of the substance of her conversation with Complainant on March 13: Adam thought the landlord would call when the new tenants came in and the landlord didn't . . . TR. 108 and Ex. 13.

- 3) Complainant failed his legal duty to inform MidAmerican that he desired termination of service at 834 South Minnesota.

MidAmerican Energy Company as a regulated public utility provides gas service in South Dakota pursuant to SDCL §49-34A, utility regulations in ARSD Ch. 20:10:13 - Ch. 20:10:23 and pursuant to its own tariffs on file with the South Dakota Public Utilities Commission. Section 11.05 of the tariff's Rules and Regulations states, in pertinent part:

A customer shall give 48 hours' notice to the Company of his intention to discontinue gas service. Failure to give this notice shall make the customer liable for payment for all gas supplied to the premises until gas service has been discontinued by the Company.

South Dakota Gas Sales Tariff, Section No. V, Original Issue Sheet No. 24.

In addition, MidAmerican's South Dakota Sales Tariff, Section No. V, Original Issue Sheet No. 5, Section 3.03 of the Rules and Regulations, provides in pertinent part:

¹ Adam Headley cld to start serv here - found active acct in his name at 8745550-17 up for disc for non pay - he states he hasn't lived there for a long time - he thought lrd wld final his serv there - will come to off to try and straighten out and will need serv here if he pays or proves bill not his. Ex. 6.

² Adam was into a lease agreement from 5-96 to 5-97 . . . moved with agreement to keep gas in his name until lrd re-rented . . . Adam thought lrd would call when new tenants came in . . . lrd didn't and tenant 2 didn't call for service 7-18 to 12-1. Ex. 13.

The Company will supply gas service to a customer until notified by the customer to discontinue service or unless the Company is justified to disconnect services as defined in 11.03 of Section V. The customer will be responsible for payment of all service provided to the date of discontinuance. All service is subject to the rates, rules and regulations stated in this tariff.

It was Complainant's ultimate responsibility to contact MidAmerican to discontinue service at 834 South Minnesota. There is no evidence of record that he did so until his call of February 27, 1997. Whether he relied on Mrs. Eberle to require the new tenant to establish service is unknown; however, if he did, that is strictly a matter between those two parties. In the relationship between MidAmerican and Complainant, it is obvious that MidAmerican did what it was requested to do and required to do--provide gas service to 834 South Minnesota for Complainant until he requested termination on February 27, 1997. By requesting that Complainant be responsible for the gas service, MidAmerican is doing what it is required to do by SDCL 49-34A.3, and not allowing an unreasonable preference or advantage to any person. Therefore, Complainant is responsible for the final bill of \$479.01.

- B. MidAmerican does not have a duty to inquire of active customers whether they wish to continue gas service.

MidAmerican sends out bills each month to its customers to the mailing addresses those customers have furnished, i.e., each month MidAmerican gives reasonable notice to their customers of the existence of an active account. Attempting to contact each customer that moves or that owes money to MidAmerican in ways in addition to the last known address would be a statement that the adult ratepayers are not deemed competent to handle their own affairs and also would ultimately add great expense to the rates of all ratepayers, whether or not they themselves

conduct their affairs in a financially responsible manner.

In this case, if MidAmerican had asked Mr. Hammar in July 1996 when he established service at 619 West 13th Street (likely on or about July 11, the date on the lease) to have Complainant call if he wished to discontinue service at 834 South Minnesota, it is likely he would not have called as he had the arrangement with his landlord to continue gas service. The due date for the first bill to Complainant that went unpaid was September 17, 1996. Ex. D. September 17 or 18 was when Complainant left for Europe for three months. TR. 16. When Complainant left the country for those three months, he did not provide a forwarding address to the post office (TR. 26), and his parents took care only of the mail to his Augustana College box. Id. His parents took his cellular phone home with them to Flandreau. It was not in service during that time. TR. 28. There is no reasonable way MidAmerican could have contacted Complainant during this period even if MidAmerican had tried to do so.

Following Complainant's return to the United States and after the Christmas holidays, he lived with a friend off campus until he signed a lease for 709 South Second Avenue on February 24, 1997. TR. 38. Shortly thereafter he contacted MidAmerican.

There is no such duty placed on MidAmerican by tariff or rule to continue inquiring whether active customers wish to continue service. The problems MidAmerican would have faced in this situation illustrate why this would be an unreasonable burden. Instead, the customer has the affirmative duty to request service and the affirmative duty to request termination. MidAmerican Tariff Nos. 5 and 24.

For whatever reason, Complainant did not request termination of the gas service established in his name at 834 South Minnesota until February 27, 1997. Therefore, he is

responsible for payment for that service in the amount of \$479.01.

- C. MidAmerican does not have a duty to terminate service to a customer who had not requested termination because another individual had inquired about establishing service.

MidAmerican's records show that the first inquiry concerning establishing service after Complainant had initiated service was on December 6, 1996 when Anthony Lloyd called. Ex. 16. ARSD 20:10-20:01(3) allows utilities not to extend service to applicants, who, although not personally liable to the utility, attempt to return service to the indebted household without attempting to liquidate that debt. Because this was an indebted household, MidAmerican required that the applicant bring identification and a lease to show that Complainant was not still a member of the household. Ex. 16, TR. 80-81. Mr. Lloyd was advised again on February 7, 1997 to bring identification and a lease in order to establish service. TR. 81, Ex. 8. Mr. Lloyd did not come in. TR. 81. MidAmerican cannot infer from those facts that Complainant no longer wanted gas service. It would be as likely as not that Complainant remained at or had returned to 834 South Minnesota and that is why Mr. Lloyd did not come in. Terminating gas service should not be done on a guess; that again is why it is the customer's duty to request termination.

CONCLUSION

Complainant did not request gas service be terminated at 834 South Minnesota until February 27, 1997, and he is responsible for the final bill of \$479.01. MidAmerican's actions were in accordance with utility regulation and MidAmerican's own tariffs. While this may appear to be a hard lesson for what appears to be an oversight on Complainant's part before he left for Europe, the alternative is that this amount would ultimately be collected from all of South Dakota's ratepayers.

WHEREFORE, MidAmerican respectfully requests that the Commission issues its Order, requiring Complainant to pay his bill in the amount of \$479.01.

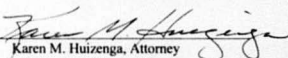
Dated:

September 25, 1997

Respectfully submitted,

MIDAMERICAN ENERGY COMPANY

By:


Karen M. Huizenga, Attorney
MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808
319/333-8006 (Voice)
319/333-8021 (Facsimile)

and

By:

Kristi Geisler Holm, Attorney
Local Counsel
Davenport, Evans, Hurwitz & Smith
513 South Main Avenue
Sioux Falls, South Dakota 57101

WHEREFORE, MidAmerican respectfully requests that the Commission issues its Order, requiring Complainant to pay his bill in the amount of \$479.01.

Dated: _____

Respectfully submitted,

MIDAMERICAN ENERGY COMPANY

By: _____

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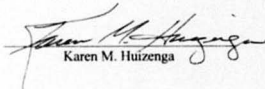
By: _____

Krista Geisler Holm, Attorney
Local Counsel
Davenport, Evans, Hurwitz & Smith
513 South Main Avenue
Sioux Falls, South Dakota 57101

PROOF OF SERVICE

I hereby certify that I have on this 25th day of September, 1997 served a copy of the foregoing document upon the following party:

Karen A. Hattervig
East River Legal Services
335 North Main Avenue, Suite 300
Sioux Falls, South Dakota 57102-0305



Karen M. Huizenga



MidAmerican Energy Company
One FirstCenter Place
100 East Second Street
P.O. Box 4250
Siouxport, Iowa 52280
319 333-8006 Telephone
319 333-8021 Facsimile

Karen M. Huizenga
Assistant

October 9, 1997

By Federal Express

RECEIVED

OCT 10 1997

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501

Re: Docket No. NG97-006
South Dakota Public Utilities Commission

Dear Mr. Bullard:

Enclosed please find an original and ten copies of MidAmerican Energy Company's Reply Brief in the above-captioned matter. A Certificate of Service is also enclosed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen M. Huizenga".

KMH-ckt
Encl.
c: Kristi Geisler Holm

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED)
BY ADAM HEADRICK, SIOUX FALLS, SD.) NG97-006
AGAINST MIDAMERICAN ENERGY COMPANY)
REGARDING A BILL)

REPLY BRIEF OF MIDAMERICAN ENERGY COMPANY

Karen M. Huizenga, Attorney
MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808
319/333-8006 (Voice)
319/333-8021 (Facsimile)

and

Kristi Geisler Holm
Local Counsel
Davenport, Evans, Hurwitz & Smith
513 South Main Avenue
Sioux Falls, South Dakota 57101

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TABLE OF CONTENTS

	Page
ARGUMENT	
I. The Complainant has not met his burden of proof as to factual allegations which form the basis of the Complaint. ARSD 20:10:01:15.01	1
II. Adhering to tariff requirements assures MidAmerican's compliance with SDCL 49-34A-3.	2
III. MidAmerican fulfilled its obligations under is agreement with Complainant; MidAmerican is not responsible for Complainant's breach.	3
CONCLUSION	4

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be terminated,¹ this misunderstanding is not germane to his obligation to MidAmerican to pay for the service he requested be provided to 834 So. Minnesota. MidAmerican takes no position as to whether Complainant may have a cause of action against his former landlord.

Having not adduced any record evidence in support of his allegation, Complainant has not met his burden and the Complaint should be denied.

II. Adhering to tariff requirements assures MidAmerican's compliance with SDCL

49-34A-3.

By providing service in accordance with its tariff requirements, MidAmerican is able to avoid granting unreasonable preferences or advantages to any person and also to avoid subjecting any person to unreasonable prejudice or disadvantage.

The policies by which MidAmerican provides gas service to its South Dakota ratepayers are embodied in its tariffs as filed with the South Dakota Public Utilities Commission.

ARSD 20:10:13:01(4), 20:10:13:02. MidAmerican is required to provide service in accordance with those tariffs. To deal with certain customers in manners that differ from the policies contained in the tariffs would mean that some customers would receive either unreasonable advantages or unreasonable disadvantages.

As a public utility, MidAmerican has a duty to provide gas service to customers who, by reason of SDPUC regulation and MidAmerican policy as embodied in its tariffs, are not subject to disconnection for nonpayment. SD Gas Sales Tariff, Section No. V., Sections 3.03 and 11.05. Because the right to disconnect is in derogation of a utility's basic obligation to serve, the

¹ Ex. 6: "...thought lld wld final his serv there." Ex. 13: "Thought lld would call when new tenants came in."

occasions on which MidAmerican may disconnect a customer are carefully and narrowly enumerated in regulation and tariff, (see, e.g., ARSD 20:10:20:03 - 20:10:20:11 and SD Gas Sales Tariff, Section No. V, Sections 11.00 - 11.04); to unilaterally attempt to expand these exceptions would place MidAmerican in the position of violating regulation and would provide an instance in which its actions vis-a-vis certain of its customers would be discriminatory.

Therefore, contrary to Complainant's argument, to require Complainant to request termination of service when he was not otherwise subject to disconnection by PUC regulation or MidAmerican tariff was not discriminatory, let alone unreasonably so. In fact, to do otherwise would have been violative of MidAmerican tariffs. *Id.*

Complainant appears to argue that MidAmerican owed some special duty to "inexperienced college students." Complainant's I.B, p. 9. MidAmerican does not knowingly allow gas service to individuals who have not reached the age of majority, the age at which the law presumes individuals are capable to handle the daily affairs of life, to enter into contracts, etc. Even if there were a special duty owed to inexperienced college students, in July 1996 when Mark Hammar applied for gas service, he made no mention that they were students, listing instead employment in a video store and construction, respectively. Ex. 14.

III. MidAmerican fulfilled its obligations under its agreement with Complainant;

MidAmerican is not responsible for Complainant's breach.

Mr. Headrick requested gas service to 834 So. Minnesota (offer) and MidAmerican provided (acceptance) gas service to 834 So. Minnesota (consideration to Mr. Headrick) in return for payment of the bill (consideration to MidAmerican). The terms of the agreement are completed by regulations and tariffs. For example, the agreement was to continue in full force

and effect until either (a) Mr. Headrick requested cessation of the service (tariffs), or (b) the account was terminated due to nonpayment (ARSD 20:10:20:03). Providing gas services to the premises at 834 So. Minnesota was the consideration requested by Mr. Headrick and provided by MidAmerican. There is no requirement in either South Dakota regulation or MidAmerican tariffs that the customer actually physically use the gas service so provided (which would be an absurd result for owners of multiple premises). It is sufficient that he received the benefit of his bargain--gas service supplied to 834 So. Minnesota.² Therefore, Complainant is responsible for payment for gas service supplied to 834 So. Minnesota until he requested termination on February 27, 1997.

MidAmerican sent notice of the existence of this account to Complainant every month in the form of a bill to the last mailing address supplied by Complainant to MidAmerican. Whether or not Complainant paid those bills promptly, MidAmerican's obligation was to continue to serve until the prerequisites for disconnection for nonpayment were met. MidAmerican continued to serve and thus upheld its obligations to Complainant. It is now Complainant's turn to fulfill his obligation by payment for the gas service supplied at his request.

CONCLUSION

Complainant did not meet his burden of proof on the issue at contest in this proceeding; he did not request service termination at 834 So. Minnesota until February 1997. MidAmerican

² The case cited by Complainant, City of East Grand Forks v. Luck, 107 NW 393 (Minn. 1906) had to do with a state law whereby municipalities owning utilities could hold an owner of property liable for utility services used by a tenant. It appears not to address tenants' bill responsibilities when termination is not requested.

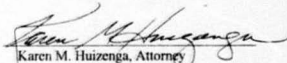
fulfilled its obligation to serve under South Dakota regulation and monthly sent notice to Complainant of the existence of this agreement to the last address provided MidAmerican by Complainant.

WHEREFORE, MidAmerican respectfully requests that the Commission issues its Order, requiring Complainant to pay his bill in the amount of \$479.01.

Dated: October 9, 1997

Respectfully submitted,

MIDAMERICAN ENERGY COMPANY

By: 

Karen M. Huizenga, Attorney
MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808
319/333-8006 (Voice)
319/333-8021 (Facsimile)

and

By: _____

Kristi Geisler Holm, Attorney
Local Counsel
Davenport, Evans, Hurwitz & Smith
513 South Main Avenue
Sioux Falls, South Dakota 57101

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WHEREFORE, MidAmerican respectfully requests that the Commission issue its Order, requiring Complainant to pay his bill in the amount of \$479.01.

Dated: 10/9/97

Respectfully submitted,

MIDAMERICAN ENERGY COMPANY

By: _____

Karen M. Huizenga, Attorney
MidAmerican Energy Company
One RiverCenter Place
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808
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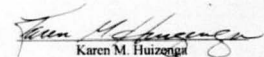
By: _____

Kristi Geisler Holm, Attorney
Local Counsel
Davenport, Evans, Hurwitz & Smith
515 South Main Avenue
Sioux Falls, South Dakota 57101

PROOF OF SERVICE

I hereby certify that I have on this 9th day of October, 1997 served a copy of the foregoing document upon the following party:

Karen A. Hattervig
East River Legal Services
335 North Main Avenue, Suite 300
Sioux Falls, South Dakota 57102-0305



Karen M. Huizenga



LAW OFFICES OF

EAST RIVER LEGAL SERVICES

335 N. Main Ave., Suite 300, Sioux Falls, South Dakota 57104-6038
Telephone (605) 336-6230 WATS 1-800-952-3015

Fax (605) 336-6919

October 10, 1997

William Bullard
Executive Director
S. D. PUBLIC UTILITY COMMISSION
500 East Capitol
Pierre, SD 57501

RECEIVED

OCT 14 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Docket No. NG97-006, IN THE MATTER OF THE COMPLAINT
FILED BY ADAM HEADRICK, SIOUX FALLS, SD AGAINST MIDAMERICAN
ENERGY COMPANY REGARDING A BILL

Dear Mr. Bullard,

Enclosed please find an original and three copies of
CLAIMANTS REBUTTAL BRIEF and CERTIFICATE OF SERVICE in the above
entitled matter.

Sincerely,

Karen A. Hattervig
Supervising Attorney

KAH:

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

OCT 1 1997

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE)
COMPLAINT FILED BY) NO. NG97-006
ADAM HEADRICK, SIOUX)
FALLS, SD AGAINST) CLAIMANT'S REBUTTAL BRIEF
MIDAMERICAN ENERGY)
COMPANY REGARDING A BILL)

Complainant, Adam Headrick, by and through his attorney, Karen A. Hattervig of East River Legal Services, hereby submits the following as a rebuttal to the INITIAL BRIEF OF MIDAMERICAN ENERGY COMPANY in the above-entitled matter. Hereafter TR. means transcript, Ex. means Exhibit and Br. means Initial Brief Of Midamerican Energy Company.

Claimant relies on his arguments and citations made in his initial brief and the following rebuttal to Midamerican Energy's initial brief.

REBUTTAL ARGUMENT

As to Midamerican Energy's:

ISSUE A (1):

Midamerican Energy had sufficient information from the Claimant and his roommate to know that both Claimant and his roommate had moved to a new address and wanted their gas service transferred to the new address. Midamerican Energy acknowledges that it received a call from Mark Hammar informing them that he and Claimant had moved to 619 West 13th St. (Ex. 14, Br. 1). They

also admit that they had knowlledge that Midamerican Energy knew the apartment at 834 So. Minnesota Ave. was a rental unit owned by Marcia and Ben Eberle. (Ex. 1). They acknowledge they had calls from later tenants at 834 So. Minnesota Ave. requesting that the gas be put into their name. (Ex. 8,16; Tr. 8). They also acknowledge that Claimant put in a change of address card at the US Post Office when he moved but for some reason they seem to believe that Claimant should not have relied on U. S. Post Office to perform their duty and forward Claimant's mail to his new address. (Tr. 25; Br. 3). Midamerican Energy had sufficient information in July, 1996 to know that the gas bill at 834 So. Minneota Ave. was no longer Claimant's responsibility.

ISSUE A(2)

Claimant believes he did call Midamerican Energy since he called all his other utilities and successfully had them transfered to the 13th street address. (Tr.14-15). Claimant is at a great disadvantage when he cannot recall the exact phone call and the only proof he has that he made a call is in the hands of the company that he is in a disagreement with over their billing practices. Relying on their records, Midamerican believes it to be a fact that Claimant did not call them regarding his move from 834 So. Minnesota Ave. but Midamerican Energy's witnesses acknowledged that they do not record every incoming call and they paraphrase what is said to them in their narratives instead of

recording verbatim what is said in the conversation. (Tr. 62, 105).

ISSUE A(3)

Midamerican Energy presented no evidence of the exact contract with the Claimant or proof that they informed the Claimant of the tarriff Rules and Regulations which they cite in their brief. At the very least a customer should be given notice of the 48 hour rule. The average consumer does not see or have knowledge of the Rules and Regulations of the tarriffs on file at the Public Utility Commission. The Company should be required to inform their customers of the exact rules that a customer is required to follow in order to transfer or disconnect gas service. It is **not** unreasonable to require Midamerican Energy to inform its customers of the requirements for transfer and disconnection. If Midamerican Energy had informed Mark Hammar when he called to get gas service turned on at the 13th street apartment that Adam Headrick needed to call to disconnect service at their former address of 834 So. Minnesota, this problem would not have occurred.

ISSUE B.

The company is not overly burdened by requiring them to ask a few pertinent questions of a caller when the company knows that that customer had gas service at another rental unit. This litigation is costing Midamerican Energy much more money to fight

than it would have incurred by spending a few minutes asking a few pertinent questions of Mark Hammar when he called in July, 1996. Supposing what Mark Hammar would have said if he had been asked about the 834 So. Minnesota address is not legitimate. (Br. 7). The company in its brief imagines scenarios that were not submitted into evidence. (Br.3,4,7,8). The company also did not remember Claimant's testimony that his mother stayed in contact with the landlord at the 13th Street address in case mail did arrive after he went to Europe. (Br.7, Tr. 32-33). No such mail ever arrived. (Tr. 26). The company also had Claimant's parent's address and telephone number in Flandreau. (Ex. 7.). It was not impossible or overly burdensome for the company to inquire why the gas bills at 834 So. Minnesota Ave. was not being paid month after month. The disconnect regulations require the Company to try to contact its delinquent customers but Midamerican made no effort to do so in this case. ARSD 20:10:20:03 (3). If the company had no intention of trying to locate its customer when there is a problem with payment of the bill why do they get the address and phone number of a relative?

ISSUE C

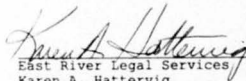
In December, 1996 Midamerican received a phone call from Mr. Lloyd asking for the gas service at 834 So. Minnesota Ave. be placed in his name (Ex. 8,16) and they received the change of address from the post office for Claimant. (Ex. 8). At that point

Midamerican Energy could not have **reasonably** believed that Claimant was still a member of that household and responsible for the gas usage at 834 So. Minnesota Ave. Midamerican Energy's employee testified that only the person wishing to have the gas put into their name could call to have the bill transferred into his or her name. Claimant was not able to do so for the new tenants at 834 So. Minnesota Ave. (Tr. 76 ,43-44). In December, the agreement to make the landlord responsible for the gas used at 834 So. Minnesota Ave., if the gas bill was not being paid, should also have been in force. (Ex.1). When a gas bill is several months in arrears and all this information is in the hands of the company, the reasonable requirements would be for the Company to make some inquiries into the situation as to who was residing at 834 So. Minnesota Ave. Midamerican Energy had access to the telephone number of the owners of the building as well as an agreement with them regarding the gas payments at that address. (Ex. 1). It is irresponsible and not in any of Midamerican Energy's customer's best interest to allow a bill to remain unpaid for months on end without making any inquiry regarding payment of the bill to the residents of the household or the owner of the rental unit. Since Claimant had no knowledge that a bill was accruing in his name at his former residence, it should have been up to Midamerican Energy to try to reach him or at least inquire of the landlord or current tenant if they knew

where the Claimant was residing and if he was still to be held responsible for the bill. Midamerican Energy should be required to treat its customer fairly and they did not deal fairly with Adam Headrick.

RESPECTFULLY SUBMITTED BY:

DATE: 10/10/97



East River Legal Services
Karen A. Hattervig
Attorney for Claimant
335 No. Main, Suite 300
Sioux Falls, SD 57104
(605) 336-9230

RECEIVED

OCT 14 1997

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE)
COMPLAINT FILED BY) NO. NG97-006
ADAM HEADRICK, SIOUX)
FALLS, SD AGAINST) CERTIFICATE OF SERVICE
MIDAMERICAN ENERGY)
COMPANY REGARDING A BILL)

I hereby certify that on the 10th day of October, 1997 I sent to the Public Utility Commission the original and three copies and sent to Ms. Karen M. Hiuzeaga and Ms. Kristi Geisler-Holm, attorneys for Midamerican Energy Company, by first class mail, postage prepaid, a true and correct copy of CLAIMANT'S REBUTTAL BRIEF, filed in the above entitled matter, at the following addresses:

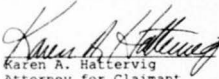
PUBLIC UTILITY COMMISSION
500 East Capitol
Pierre, SD 57501

Ms. Karen M. Hiuzeaga
Midamerican Energy Co.
106 East 2nd St.
P.O. Box 4350
Davenport, Iowa 52808

Ms. Kristi Geisler-Holm
Davenport, Evans, Hurwitz & Smith
515 So. Main Ave.
Sioux Falls, SD 57104

Dated this 10th day of October, 1997, at Sioux Falls,
South Dakota.

EAST RIVER LEGAL SERVICES


Karen A. Hattervig
Attorney for Claimant
335 North Main, #300
Sioux Falls, SD 57102
(605) 336-9230

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

IN THE MATTER OF THE COMPLAINT FILED)	ORDER REQUIRING
BY ADAM HEADRICK, SIOUX FALLS, SD,)	PAYMENT; NOTICE OF
AGAINST MIDAMERICAN ENERGY COMPANY)	ENTRY OF FINAL ORDER
REGARDING A BILL)	NG97-006

On May 2, 1997, the South Dakota Public Utilities Commission (Commission), received a complaint from Adam Headrick, Sioux Falls, SD, against MidAmerican Energy Company (MidAmerican) regarding a bill for services which Mr. Headrick claims he did not receive. According to the complaint, MidAmerican charged Mr. Headrick for natural gas services which were incurred at Mr. Headrick's previous address after he had notified MidAmerican to disconnect services and he had moved from that address. Mr. Headrick asked the Commission to remove his name from the account at the old address.

At its regularly scheduled May 13, 1997, meeting, the Commission found probable cause of an unlawful or unreasonable act, rate, practice or omission and served the complaint on MidAmerican. MidAmerican filed its response on June 11, 1997.

In its Order for and Notice of Hearing dated June 30, 1997, the Commission set the hearing for 11:00 a.m. on Monday, July 14, 1997, at the Embassy 1 Room in the Holiday Inn City Centre, 100 W. 8th Street, Sioux Falls, SD. The issue at the hearing was whether Mr. Headrick provided MidAmerican notice in July of 1996 to disconnect service at 834 S. Minnesota, Sioux Falls, South Dakota. The hearing was held as scheduled. Following the hearing, briefs were submitted by the parties.

At its October 28, 1997, meeting, the Commission found that Mr. Headrick had failed to provide MidAmerican notice that he wanted to disconnect service at 834 S. Minnesota, Sioux Falls, South Dakota, and ruled in favor of MidAmerican. Based on the evidence and testimony presented at the hearing, the Commission makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

I

Adam Headrick rented a residence located at 834 S. Minnesota around May 1, 1996, and moved out around the middle of July, 1996. Tr. at 10. He signed a one year lease starting May 1, 1996. Id., Plaintiff's Exhibit A. He moved to 619 West 13th Street with his roommate, Mark Hammar. Tr. at 11. Mr. Hammar requested service at their new address. Tr. at 22.

II

The natural gas service provided by MidAmerican to 834 S. Minnesota Avenue was in Mr. Headrick's name. Tr. at 12. Mr. Headrick cannot remember whether he called

MidAmerican to tell them he was moving. Tr. at 14. Since he was breaking the lease at 834 South Minnesota, he and his landlords agreed that he would be responsible for paying the bills until someone else moved in, including the rent and utilities. Tr. at 23-24.

III

A new tenant moved into the residence at 834 S. Minnesota Avenue in July and Mr. Headrick was reimbursed for part of the July rent by the landlords. Tr. at 24-25. There was no agreement between Mr. Headrick and the landlords as to how the utility companies would be notified that a new tenant had moved in. Tr. at 25.

IV

The amount of the final bill for 834 S. Minnesota is \$479.01. Defendant's Exhibit 15, Tr. at 78.

V

Anthony Loyd called to establish service at 834 S. Minnesota on December 6, 1996, and on February 7, 1997. Defendant's Exhibits 8 and 16, Tr. at 80-81. He was told to go to the local office with identification and a lease due to the fact that there was an unpaid bill at that address and MidAmerican needed proof that Mr. Headrick was not still living at that address. Tr. at 80. There was no record that Mr. Loyd presented any identification or lease to MidAmerican. Tr. at 81. Thus, MidAmerican continued to bill the natural gas used at 834 S. Minnesota to Mr. Headrick.

VI

Mr. Headrick learned on February 27, 1997, that he had an outstanding bill for 834 S. Minnesota. Tr. at 18.

VII

The Commission finds that the evidence fails to show that MidAmerican was notified prior to February 27, 1997, that Mr. Headrick wanted the natural gas service provided at 834 S. Minnesota to no longer be in his name. Due to this lack of notification, Mr. Headrick is responsible for the natural gas used at 834 S. Minnesota through February 27, 1997, for an amount of \$479.01.

CONCLUSIONS OF LAW

I

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 1-26, 49-34A and ARSD Chapter 20:10:20.

The Commission concludes that a customer is responsible for notifying MidAmerican when that customer wants to discontinue service at a certain address. The Commission concludes that due to the failure of Mr. Headrick to notify MidAmerican that he wanted his name removed from the account at 834 S. Minnesota until February 27, 1997, he is responsible for the \$479.01 bill incurred at that address.

It is therefore

ORDERED that Mr. Headrick is responsible for the bill of \$479.01 incurred at 834 S. Minnesota

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that this Order was duly entered on the 15th day of November, 1997. 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 18th day of November, 1997.

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

Date

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner