EC-2023-0395

Brett Felber

VS

Ameren Missouri

Motion for Summary Judgment

Complainant comes before the Commisison and the Honorable Judge Clark to grant immediate relief to complainant for a Summary Judgment and immediate restoration of utility services as the underlining issues are presented.

1. Complainant filed a formal complaint with the Commission on May 23, 2023.
2. Complainants filing argued that respondent Ameren Missouri illegally disconnected services on May 19, 2023.
3. Complainant submitted not only an image screenshot of a email submitted by Ameren Missouri , but also a full email showing the exact dates of the email and who the supplier of the sender and receiver of the email was.
4. Ameren Missouri entered into an agreement with Mr. Felber for a payment to be made on May 22, 2023.
5. Ameren Missouri based upon findings not only disconnected services, but they have continously failed to restore services , even though they have admitted that they no longer have a copy of the emailed agreement that was submitted to complainant about the breach of contract.
6. Complainant submitted a notarized copy of the email agreement to not only the respondent, but also uploaded into EFIS in an affidavit.
7. Staff of the commisison released a staff report in which the staff report openly admits that not only Staff, but Ameren Missouri stated the exact quote.” Staff requestede information from Ameren in DR 0027 regarding this email on June 27, 2023. Its response included as exhibit D Ameren stated that is what not able to provide a copy of this agreement to Mr. Felber referenced. Ameren uses an outside vendor called SendGrid to send out confirmation emails and it only keeps a copies for up to 30 days.
8. Statements made by not only Ameren the respondent, but by Staff conclude that they cannot contradict and there is no contradiction of the breach of contract email/letter send to complainant and the foundation basis of it applies to a matter of conclusive law.
9. Referring to another statement and agreed by Ameren in the staff report it states in quoute: “Ameren did not notify Mr. Felber by personal service or first classmail about his default prior to his disconnection.”
10. Staff, nor the Commission can contradict and this statement is a matter of conclusive law and not against the presented facts.
11. Respondent has been able to enjoy over two and a half months of denying any applicant for services as a result of an illegal disconnection of service and breaching a contract that they’ve openly admitted to the PSC Staff on paper.
12. It would be a continued gross abuse of law in which the respondent (Ameren) is failed to order any restoration of utility services to the premises in question.
13. Under Opposing Counsel’s own admission, he specifically states and I quote” Yes, Your Honor. And we’re already making efforts to extend that to put a litigation hold on these types of matters. So hopefully going forward, it will be my recommendation that those records will be kept for longer than 30 days.
14. Complainant should be granted an Summary Judgment and granted the relief of utility services being restored immediately.
15. As a result of Ameren’s admittance of failing to retain or hold copies of the agreement they have abused a process in which utility services should’ve never been disconnected.
16. The Commission and the Honorable Judge Clark should immediately grant the prremised immediately access to utility services upoon execution of this Motion prior to any ruling as a failurre to oblige by the breach of contract.
17. Respondent and Staff cannot contradict the notarized agreement and Ameren Missouri (Respondent ) cannot contradict agreement.
18. It would be a continued gross amount of neglect, abuse deprivation for utility services not to be granted to be reconnected to the premises, along with further continued abuse of denial of services if the utility was to remain disconnected.

19 The purpose of the Summary Judgment is to clearly show that there has been no valid argument by the Staff or Respondent to the breach of agreement email stated, in fact Staff and Respondents comments to the issue favor the complainant and show respondent failed to abide or oblige by the contract.

Whereas, the Complainant prays that the Commisison and the Honorable Judge Clark rule on this Motion for Summary Judgment and grant that services are restored to the premises by no later than Monday August 7, 2023, as a result of the underlined facts presented.

Respectfully Submitted,

Brett Felber