

EC-2023-0395

Brett Felber
VS
Ameren Missouri

Complainants response to Respondents Request to Leave

Complainant files this before the commission and the Honorable Judge Clark as a response to respondents motion to leave.

- 1) Complainant filed their formal complaint with the Missouri Public Service Commission on May 23, 2023.
- 2) Complainant does accuse Ameren Missouri of not only breaching the agreed contract, but also fraudulently disconnecting utility (electric) services on May 19, 2023.
- 3) Complainant agreement and respondent agreement on payment date was set for May 22, 2023, not May 19, 2023.
- 4) Respondents request to leave is a blowback to the complainants complaint as in the request to leave respondents counsel agrees.
- 5) Paragraph nine (9) " First, Staff recommends that Ameren Missouri work with its vendor for email confirmation to keep records longer than 30 days. Ameren Missouri agrees with this recommendation. Ameren Missouri is shifting away from its current alert email notification vendor, SendGrid. When the contract expires in November 2023, Ameren Missouri will transition to a different vendor, Message Broadcast. Ameren Missouri currently uses Message Broadcast for other communication. All messaging data will be received from Message Broadcast and Ameren Missouri will store it in Ameren Missouri managed databases for a two year period.
- 6) Paragraph (10) " Staff additionally recommends that Ameren Missouri examine its payment agreement language. Specifically, if confirmation e-mails are sent out stating a payment agreement has been established when in reality the agreement is pending until receipt of a down payment , this should be reflected clearly in its communication with the customer. Ameren Missouri agrees with this recommendation . Ameren Missouri is working with Digital/Corporate Communication teams on revisions to our payment agreement alert emails. The revisions will clarify and better communicate to the customer the fact that a "pending " agreement has been set up , and will not actually be established until a down payment is received.
- 7) Respondent wants to leave therefore they can file a response and agree to changes and recommendations in a staff report, however, Respondent doesn't want to fix the exact SAME issues that are happening to the Complainant , who had a payment agreement, as seen in the exhibit submitted, by not only the Complainant, but the Respondent. Failed to honor the agreement, failed to keep a supplied copy of the agreement, but now, wants to leave to agree to a modification?
- 8) It would be not only hypocritical, but also prejudice if the Respondent failed to rectify the issues that lay the same foundation basis as given here, but then the Respondents modify their provisions after the fact.
- 9) Is the Respondent finally admitting without saying it on paper that they clearly breached the agreement and agrees with the Complainant, without saying it?
- 10) The Commission and the Honorable Judge Clark, prior to allowing Respondent to leave to file their report, should be required to rectify the breach of agreement in this matter, before request to leave is granted.

11) The Commission and the Honorable Judge Clark should order Ameren Missouri to restore utility services to the premises [REDACTED], before Respondents request to leave is granted.

12) The Commission and the Honorable Judge Clark should order that Ameren Missouri is ordered to oblige by the agreed terms that were agreed upon by Ameren Missouri and Brett Felber for the deferred payment agreement that Ameren Missouri breached and is an exhibit submitted by not only Complainant, but the Respondent.

13) It would not only be unfair the Complainant, but it would be deceitful and deceptive the the Complainant, it Respondents filed a staff report, agreement of recommended changes, however failed to rectify the Complainants situation prior to making those SAME changes.

Therefore the Complainant Prays that the Commisison and the Honorable Judge Clark will deny leave for the Respondent based on the summary above and this would continue the already gross amount of abuse that the Respondent has been able to not only manipulate , but abuse.

Respectfully Submitted,

Brett Felber