EC-2023-0395

Brett Felber

VS

Ameren Missouri

 Response to Ameren’s Motion to Deny Summary Judgment

Complainant files this response to Ameren’s Motion to Deny Summary Judgment.

1. Respondent filed a Motion to Deny on Thursday August 10, 2023.
2. Respondents Motion to Deny is a blanket statement made upon by mere opinions stated, not factual grounds.
3. Respondent leaves out crucial details in which warrants a summary judgment based on actions and statements stated by respondent and through their counsel.
4. In staff reported Ameren admitted in quotations “ Staff requested information from Ameren in DR 0027 regarding this email on June 27, 2023. Its response is included as Exhibit D, Ameren stated that it was not able to provide a copy of the payment agreement that Mr. Felber referenced. Ameren uses an outside vendor called SendGrid to send out confirmation emails and it only keeops copies for up to 30 days.
5. Respondents counsel made the statement during a hearing that stated I quote “ Yes, Your Honor. And we are already making efforts to extend that to put litigation hold on these types of matters. So hopefully going forward , it would be my recommendation that those records will be kept for longer than 30 days.”
6. What has Respondent done in this matter to rectify, attempt to rectify the matter of litigations and in properly restoring Complainants utility services as a result of the prior two statements? Exactly nothing.
7. There is no valid argument to the facts of the breach, as Ameren Missouri has already admitted that they have no copy of the agreement and they failed to keep a copy of it on record.
8. It would be a continued gross amount of abuse to deny a Summary Judgment, as Respondents have already admitted they have no nothing to supply the Complainant that refutes the email sent to the Complainant.
9. It is not the responsibility of the Complainant to suffer without utility services or a premises to suffer lack of utility services because the respondent doesn’t want to further admit, (even though they’ve already admitted) that there is a legal binding notarized copy of the agreement submitted.
10. Any and all affidavits and a supplied Jurat affidavit ws given to not only the Public Service Commisison, but also respondents counsel in a DR request.
11. Respondents in good faith need to restore utility services immediately as a result of breaching the contract.
12. If the respondents were taking a proactive step in a statement that was stated by counsel, opposing counsel would have immediately ordered Ameren to restore utility services , as a result of the breach of the agreement. Statement made at the last hearing by respondents counsel, is hypocritical, he states proactive measures and taking proactive measures, however hasn’t ordered Ameren to restore utility services, or Ameren restore utility services. (Very hypocritical comment).
13. Complainant asks not only respondents, but also the4 PSC, what is the purpose of supplying paperwork if we aren’t going to believe it? So now we believe blanket statements compared to facts that are presented?
14. Complainant has heard nothing but excuses out of all parties for over 60 days. We are upcoming on 90 days of an illegal disconnection of services. 90 days. In almost 90 days, Ameren, nor the Commission has done anything to be proactive in making sure this has been a fair trial, or hearings.

The purpose of a Motion for Summary Judgment is to be done before and prior to a trial to be more efficient and focused on the area’s of the actual dispute. The area’s of the actual dispute and surrounding focuses of the foundation is based on an illegal disconnection and a piece of paper or email agreement administered before two parties Ameren the Respondent and Brett Felber the Complainant.

Ameren supplied a copy of that agreement on May 18, 2023 for a payable date of May 22, 2023. Ameren has already made factual statements to multiple parties and in a WebEX recording that they have no copy and it was disregarded. (Not my fault)

It would be a continued gross amount of negligence and abuse of ones powers in keeping utility services disabled to the clear presented facts given before them and the PSC.

So unless respondent can state why they should continue to be allowed to neglect services as a result of the breach of agreement. Complainant should be granted a Summary Judgment on this matter effective, immediately.

Respectfully Sumbitted,

 Brett Felber