# Before The Public Service Commission

## Of The State Of Missouri

Claude Scott,		)
	Complainant	)
		)
vs.		)
		)
Union Electric Company		)
d/ba Ameren Missouri,		)
		)
	Respondent	)

File No. EC-2018-0371

FILED September 28, 2018 Data Center

Missouri Public Service Commission

## Complainant's Response to Commission's Order to Show Cause Why Complaint Should Not Be Dismissed

#### Cause #1: Deliberate Bookkeeping Fraud:

The Respondent (Ameren Missouri) breached a written arrearage agreement between the (2) parties which requires \$ (38.00) of each payment be credited towards any arrearage balance to avoid a service interruption until this balance is paid off. The Respondent set the payment for \$ 175.00 (One Hundred and Seventy Five Dollars), which was paid in full by the Complainant. The Respondent failed to apply the required amount to the arrearage balance. Once this payment was missed, the entire arrearage balance became due. Ameren Missouri refused to correct this error. Their reason had absolutely nothing to do with the arrearage account or the terms in which it is allowed to breach such an agreement.

Since the required amount was not credited to the arrearage balance, the service was scheduled for interruption. (Refer to Exhibit \_\_\_\_).

#### Cause #2: Improper Reason for Actions:

Ameren Missouri displayed negligence by "Bookkeeping Fraud" when the company refused to credit the payment properly. The reason given: "Final Billing" has absolutely nothing to do with abiding by the terms of an agreement, nor does it relieve a party of its contractual obligation.

## Cause #3: Refusal to Correct Accounting Error:

The Respondent (Ameren Missouri) refused to correct its error and allowed the service interruption to go forward. Ameren Missouri gave no reason for this action.

## Cause #4: Payment Blocking Assistance by Giving False Information:

Ameren Missouri intentionally conveyed false information to a utilities service payment assistance agency (CAASTLC), and the Missouri Public Service Commission. In a meeting of all (3) Parties, Ameren Missouri gave the reason for blocking the pledge amount of \$ 455.00 (Four Hundred and Fifty Five dollars) offered by the Utilities Assistance Agency to prevent service interruption. The Reason given was: "Mr. Scott's service was not in jeopardy at the time the offer was made." This false information prevented the payment agency from paying the required amount to prevent a service interruption. 2 (Two) days after this offer was refused, the service was turned off. The Respondent created a situation which made the account unpayable for the Complainant because the entire arrearage balance was then required to be paid in order to prevent service interruption or restore the service after interruption.

#### Cause #5: Premature Additional Payment Required:

Ameren Missouri charged the complainant \$ 66.00 (Sixty Six Dollars) immediately after the service was reconnected, with no reason given. Even though there was no amount due to reconnect the service after receiving \$ 455.00 (Four Hundred and Fifty Five Dollars) from the payment agency. No additional payment should have been due on this account for another (30) days after reconnection. (Refer to exhibit \_\_\_\_).

## Cause #6: No Credits Applied on Account Statement:

The Complainant received a monthly statement after the meeting which showed the pledge from the utility assistance agency and the additional \$ 66.00 (Sixty Six) Dollars was not credited to the account balance.

### Cause #7: Unexplained Amount Added to The New Account Balance:

Respondent (Ameren Missouri) sent out a new monthly bill which included \$ 202.00 (Two Hundred and Two Dollars) in unexplained additional charges. No calculation was shown with this billing to explain this amount. Ameren Missouri's Customer Service Department has failed to explain the additional Charges. (Refer to Exhibit \_\_\_\_).

#### Cause #8: Respondent Ignoring the Judge's Recommendation:

Respondent's intentional refusal to obey the recommendation of the previous appointed judge shows the Respondent has no respect for the legal process, which includes obeying orders and recommendations as well as showing no accountability for their actions.

The appointed judge recommended the service not be interrupted before the completion of the mediation process. Ameren Missouri ignored this recommendation with its claim, the service was turned off because the bill had not been paid. Ameren Missouri failed to tell the commission the bill had not been paid because they required the entire balance due to the arrearage account default. Ameren Missouri prevented any payment necessary to keep the service on.

#### **Complainant's Closing Statement:**

The 8 (Eight) causes given has explained the current situation between the Complainant and Respondent, as well the reasons the case should not be dismissed. The Complainant is therefore, requesting the commission consider all of the causes given, and the treatment the Respondent has demonstrated towards the Complainant, even after the mediation was scheduled to resolve the issue. The Respondent showed absolutely no respect for the assigned judge, the mediation process, or the contractual agreement.

The Complainant is requesting the commission consider all of the reasons communicated before the final decision is made.

Claude Scott Complainant

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