

EC-2023-0395

Brett Felber
VS
Ameren Missouri

Complainants Response to Motion to Compel

Respondents Motion to Compel should be denied. Respondent was given copies of items that he specifically asked for in data request. However, they contradict Respondents claims. You have two bills respondents submitted that showed error in billing and charge winter months usage and fees in the summer and vice versa. In the exhibits that Respondent published in their exhibits. I can dig up more if they would really like.

Not only is it unethical to correct balances on the account, but when the balance reduces it also offsets the amount in taxes that have to be paid. It is illegal to overcharge on taxes, that would result in Respondent having to reimburse Complainant taxed amounts because of billing errors.

In addition, the email for the spoofing shows i reached out to Ameren on the date of April 27, 2023.

Every time Respondents have a new exhibit presented that show they are in the wrong, oppsoing counsel cotinously throws a tirade about it.

Plus it woud be very hypocritical for Respondents Motion to be granted, especially since the fact that Respondents still haven't given me the items I've asked for in my data requests. It would be hypocritical to grant a motion for respondents, but then Respondents continuously fail to submit over documentation requests by the Complainant.

The main cause and effect of this dispute is related to two principal and key factors. One breach of agreement, in which Ameren has already stated on numerous occassions that they don't have a copy of the email any longer. 2) In accurate billing, in which the billing statement exhibits that Respondents uploaded to EFIS and are submitting show billing inaccuracies. Improper billing leads to overcharging on taxes that are on the billing and if Ameren Missouri has a sales tax license, they would be aware of that.

As for releasing my address records, those are purely confidential and I have the right to reserve and resepect any landlords from having their information publicly exposed, as 1) those landlords are not part of the complait, 2) My landlords have a right to their own protection and privacy.3) They would be irreleavnt to the issue, as its a billing and breach of contract issue, not a landlord issue. 4) None of my other businesses or business pertain to the addressed issue.4) Respondent have been told how they can get a copy, but don't want to follow strict protocols in which I use to protect all sensitive data.

For all those reasons, Respondents Motion should be denied, until Respondent complies with all data requests submitted to them by Complainant.

Again, this is an open and shut case. Everything is right there in front of everyone to see, however this has been made into a bigger deal than needed, all because of an egotistical lawyer (s) that can't handle the fact that they are in the wrong on this matter. Especially is on paper from Ameren.

This is a clear case of allowing a Utility Company to abuse their power, the PSC allowing Ameren to abuse their power, and the PSC allowing Ameren to continously use deceptive tactics and deceptive billing practices. It's also on every piece of paper that crucially makes it obvious to the party to see.

In fact during the evidentiary hearing, if everyone would like me to point those out, I will be glad too. I'll even make a Powerpoint presentation, therefore everyone can see it, since its been ignored.

I really do hate coming off like this, however, it is pretty obvious that for almost 90 days Ameren has been able to abuse every process here. They tried so hard a trying to cover up the MAIN part of the complaint, that they've slipped up along the way stating crucial statements that agree with me the complainant.

It starts with the Respondents doing the correct and right thing which is restoring utility services to the premises as a result of their breach of agreement. I'll list a generous amount of facts below.

Fact- Ameren Missouri illegally disconnected services to the premises on May 19, 2023

Fact-Ameren Missouri breached the email agreement that was agreed upon for May 22, 2023.

Fact-Ameren admitted in a staff report that they didn't have a copy of the agreement in their possession anymore.

Fact- Staff admitted in the report that Ameren can't produce and Ameren told staff that they don't have a copy of the agreement anymore.

Fact- Respondents counsel admitted during the last hearing that they don't have a copy of the agreement.

Fact-This whole complaint surrounds a piece of paper in which proves the complainants claim. (Breach of Contract)

Fact- Ameren has purposely stalled and failed to restore utility services as a result of a Breach of Agreement.

Fact- There is no argument any longer around and everyone from the staff and Ameren are in agreement that Ameren doesn't have a copy of agreement.

Fact. The purpose of a Summary Judgment is to get rid of all the other if's and get straight to the conclusive point. Which is the Breach of Agreement. Which can't be argued.

Fact-When a respondent fails to enact of a Breach of Agreement in restoring utility services, it is called deceptive and deceiving business tactics.

The sooner the Respondents enact on doing the RIGHT thing and restoring utility services, the sooner this whole ordeal is over. Until then. Ameren will have to face the multiple lawsuits that have served to them on this matter. Those letters or emails, that opposing counsel is complaining about are notices that if Ameren didn't do the RIGHT and RESPONSIBLE thing, legal litigation outside of the PSC matter would commence.

Respectfully Submitted,
Brett Felber