

Exhibit No.:	
Issue:	Account History April, 2001 Disconnections
Witness:	Leroy W. Ettling
Sponsoring Party:	AmerenUE
Type of Exhibit:	Rebuttal Testimony
Case No.:	EC 2002-112
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REBUTTAL TESTIMONY

OF

LEROY ETTLING

ON BEHALF OF

AMERENUE

CASE NO. EC-2002-112

St. Louis, Missouri
May 2002

1 REBUTTAL TESTIMONY

2 OF

3 ON BEHALF OF

4 LEROY ETTLING

5 AMERENUE

6 CASE NO. EC-2002-112

7 Q. Please state your name and current address.

8 A. My name is Leroy Ettling and my current address is 5872 Rabbit Run Drive, St.
9 Louis, Missouri 63129.

10 Q. Have you ever been employed by AmerenUE?

11 A. Yes. I was employed by AmerenUE.

12 Q. What dates were you employed by AmerenUE?

13 A. I was employed by AmerenUE from roughly July 1960 up until January the 31st,
14 2002.

15 Q. What is your current status at AmerenUE?

16 A. I am presently retired.

17 Q. Could you give me a brief description of the positions you held during your
18 years at AmerenUE?

19 A. My first five months I worked in the Record Center as a clerk and then in
20 December of 1960, I transferred to the Customer Service Department as it was called back then.
21 And I started as a final bill clerk. Then I worked for awhile as an order clerk. Then a credit and
22 collections clerk. This covered a period of time from December 1960 to 1965. From 1965 to

1 1997 I **was** a customer representative. In 1997, I was a credit advisor, and then roughly from
2 1998 through January 31, 2002, I was a senior credit advisor.

3 Q. Mr. Ettling, what were the duties of a customer rep during the years that you
4 held that position?

5 A. A customer rep mostly answered the phones, and talked to customers about their
6 electric bills, regarding the accuracy of their bills, made payment arrangements and set up field
7 investigations regarding accuracy of their bills.

8 Q. Then you became a credit adviser in 1997?

9 A. That is correct.

10 Q. What were your duties as a credit advisor?

11 A. My specific duties as a credit advisor were to investigate unpaid final bills and try
12 and locate customers and transfer the unpaid balances onto their active accounts.

13 Q. How long did you do that job?

14 A. I had that job approximately one year.

15 Q. Then in 1998 you started working as a senior credit advisor?

16 A. Yes, I held that position for four years from roughly 1998 to 2002.

17 Q. What were your job duties as a senior credit advisor?

18 A. My job duties as a senior credit Advisor were to contact customers on delinquent
19 bills on the large commercial accounts and attempt collection.

20 Q. What does AmerenUE consider to be a large commercial account?

21 A. Large commercial accounts were by definition electric service accounts that have
22 usage of 25,000 kilowatt hours or more per month, or accounts that have demand meters.

23 Q. What was your territory when you became a senior credit advisor in 1998?

1 A. In 1998, the general territory that I was responsible for included territory in the St.
2 Louis area, north of Highway 40 up to most of North St. Louis, and portions of North County. I
3 also had portions of South St. Louis and South County, mostly the Mehlville area of South
4 County. Finally, I had territories in Illinois which involved East St. Louis, Fairview Heights and
5 Alton.

6 Q. Did the territory that you were assigned in 1998 remain the same until you
7 retired this year?

8 A. No. When the company added an additional senior credit advisor, approximately
9 2 %years ago, the South St. Louis and South County part of my territory was given to another
10 senior creditor advisor.

11 Q. Did you keep the other areas that you previously mentioned?

12 A. Yes.

13 Q. On whose behalf are you appearing in this proceeding?

14 A. I am appearing on behalf of myself and AmerenUE.

15 Q. What is the purpose of your Rebuttal Testimony in this proceeding?

16 A. I was responsible for the collection efforts relating to the Sterling's Market store
17 account and my rebuttal testimony will address those efforts, the discussions I had with Sterling
18 Moody and other store representatives about the accounts, and what I know about the eventual
19 disconnection in April 2001.

20 Q. Have you read and are you familiar with the Direct testimony filed by
21 Sterling Moody, Louis Biernbaum and Brian McNamara?

22 A. Yes.

1 **Q.** **When did you first** become involved with the AmerenUE account relating to

2 electricity provided to the Sterling's MarketPlace store that was located at 8350 N.

3 Broadway in the City of St. Louis?

4 A. I became involved with that account in September 1998 when I took a successor
5 order for the store.

6 **Q.** How was the electric service that was provided by AmerenUE to Sterling's
7 MarketPlace at 8350 N. Broadway billed after you took that successor order in September
8 1998?

9 A. 8350 N. Broadway was billed with three electric meters. The electric meters
10 involved were serial numbers: 01859500, 50688215, and 70593313.

11 **Q.** Were each of those meters billed under separate accounts?

12 A. No.

13 **Q.** How were those meters billed?

14 A. Two of the meters were billed on one account and one meter was billed on a
15 separate account.

16 **Q.** Which of the meters were billed together and which was billed separately?

17 A. The two meters that were billed together were meters 01859500 and 50688215
18 and the meter that was billed separately, on its own account, was meter number 70593313.

19 **Q.** What was your first contact with the 8350 N. Broadway store after setting up
20 the account?

21 A. Initially, routine deposit requests on both the accounts were mailed out on
22 October 23, 1998. I then received a telephone call on November 5, 1998 from a gentleman
23 identifying himself as someone from the store who said that they would pursue the possibility of

1 obtaining bonds in lieu of paying cash deposits. This gentleman also promised to mail in a
2 payment for the initial bills that were then past due.

3 Q. Did the store ever secure bonds in lieu of the deposits?

4 A. They did not.

5 Q. What action did you take when they did not produce bonds?

6 A. I then set up deposit charges on the accounts in January of 1999.

7 Q. How were those deposits calculated?

8 A. The deposits were based upon past billing usage by the prior customers at that
9 address.

10 Q. What past usage would you look at?

11 A. We would be looking at the usage for the preceding twelve months, the billing
12 records and then we would pick out the highest bill rendered within a thirty day period and then
13 double the amount.

14 Q. Did you receive the payments for the initial billing that the gentleman from
15 the store had promised to mail when you spoke to him on November 5, 1998?

16 A. No, the first payments that we received on the accounts occurred at the end of
17 December 1998.

18 Q. Were the deposit requests also paid in December of 1998?

19 A. They were not.

20 Q. Did the store remain current on its usage bills after December of 1998?

21 A. No.

22 Q. What collection efforts did you undertake when the deposits were not paid
23 and the accounts were not kept current?

1 A. I sent out disconnection notices on both the accounts in February 1999.

2 **Q. What would those disconnection notices that were sent out to the store have**
3 **said?**

4 A. As I recall, the notices would have said, service would be subject to disconnection
5 48 hours after receipt of the notice, if payment was not received.

6 **Q. Did the store respond to your disconnection notices?**

7 A. Yes. We received phone calls from a gentleman at the store who said that they
8 had just mailed payments on each of the accounts.

9 **Q. Were those promised payments received?**

10 A. Yes. We did receive several payments in March 1999.

11 **Q. Did those payments satisfy the deposits and bring both accounts current?**

12 A. The payments paid for the deposits, however, by that time, new March bills had
13 gone out so they were still outstanding.

14 **Q. Did the March payments cause you to allow service to continue?**

15 A. Yes.

16 **Q. Did the store remain current on its accounts from March 1999 forward?**

17 A. No.

18 **Q. What action did you take during the remainder of 1999 in order to attempt**
19 **to eliminate that arrearage?**

20 A. I tried to set up a payment plan which would result in a gradual reduction of the
21 arrearage.

22 **Q. When you would set up a payment plan in those type of situations, did you**
23 **make it clear that the total balance was still owed?**

1

A. Yes.

2

Q. Was your attempt to set up a payment plan successful?

3

A. No. We received some payments but several of those checks' bounced.

4

Q. Did you continue your collection efforts?

5

A. Yes. At the end of August 1999, I set up a weekly payment plan of \$5,000 a

6

week on each of the accounts.

7

Q. Did they follow that payment plan?

8

A. No. But they did make some \$5,000 payments sprinkled with some checks that

9

were returned for insufficient funds.

10

Q. Did you start having regular conversations with Sterling Moody about that

11

time?

12

A. Yes. I spoke with Sterling Moody on October 7, 1999, and he promised to make

13

a \$15,000 payment on Friday, October 15, 1999.

14

Q. Was that payment made on October 15?

15

A. No.

16

Q. When no payment was received on October 15 despite Mr. Moody's promise,

17

what did you do?

18

A. I sent out disconnection notices in November of 1999.

19

Q. What was the store's response to your November 1999 disconnection notices?

20

A. I received a payment of \$10,000 on December 1, 1999 and I applied \$5,000 to

21

each of the two accounts. I also received a \$10,000 payment on December 14 splitting \$5,000

22

between both of the accounts. However, on December 22, the second \$10,000 check was

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returned by the bank for insufficient funds.

1 Q. What is Schedule 1 to your testimony?

2 A. Schedule 1 is the \$10,000 check received from the store on December 1, 1999,
3 along with a note from Sterling Moody that accompanied the check.

4 Q. What is Schedule 2 to your testimony?

5 A. Schedule 2 is a copy of the \$10,000 check dated December 10, 1999 from the
6 store that I received on December 14, 1999, which was returned by the bank for insufficient
7 funds on December 22, 1999.

8 Q. What was your response to the bank returning the one \$10,000 check on
9 December 22 of 1999?

10 A. I made a call to the store and Mr. Moody sent a replacement \$10,000 check dated
11 December 24, 1999.

12 Q. Did that replacement check that was received on December 24 of 1999 clear
13 the bank?

14 A. No. On January 14, 2000, that check was returned by the bank and I immediately
15 had a letter hand delivered to the store by one of our credit reps demanding the check be
16 redeemed and also a payment of an additional \$10,000 for a grand total of \$20,000 to be paid by
17 no later than January 18, 2000. And if that would not be received, the letter informed him that we
18 would disconnect the service on January 19, 2000.

19 Q. So the first \$10,000 check was returned and the check sent by the store to
20 replace it was also returned?

21 A. Yes.

22 Q. Did Mr. Moody make the payment demanded in your January 14, 2000
23 letter?

1 A. Not on the exact day as demanded in my letter. However, on January 19, 2000, I
2 received two \$5,000 cashier checks to redeem the \$10,000 check and then on January 25, 2000, I
3 received a Mercantile cashier's check for \$8,000 applying \$4,000 to each of the two accounts.

4 Q. What is Schedule 3 to your testimony?

5 A. Schedule 3 is a copy of the replacement check for \$10,000 that we received from
6 the store dated December 24, 1999. This check was returned by the bank for insufficient funds.

7 Q. What is Schedule 4 to your testimony?

8 A. Schedule 4 to my testimony is a copy of the letter that I had hand delivered to the
9 store demanding the \$10,000 check be redeemed and the payment of an additional \$10,000.

10 Q. Schedule 4 to your testimony references a faxed letter received from
11 Representative Louis Ford. What is Schedule 5 to your testimony?

12 A. Schedule 5 is a copy of a letter from State Representative Louis Ford that was
13 faxed to me by Sterling Moody on January 13, 2000 in which Representative Ford urged vendors
14 to give Mr. Moody every possible opportunity to bring his accounts current.

15 Q. Did the January 19, 2000 and January 25, 2000 payments cause you to allow
16 service to continue past January 2000?

17 A. Yes.

18 Q. Did the store begin to make regular payments after your January 14, 2000
19 letter?

20 A. No. A few small payments in February did not even pay for the current usage.

21 Q. What did you do about that situation?

22 A. Disconnection notices were mailed out.

23 Q. Was there any response from the store to your disconnection notices?

1 A. Yes. On March 10, 2000, I received a call from the guard in the lobby stating that
2 someone from Sterling's Market was there to see me. I came out to the lobby anticipating a
3 payment being given to me but, instead, Sterling Moody was there with Representative Ford and
4 with no payment. Mr. Moody said that he would have \$15,000 in Church donations to me by
5 March 14. He also said that he was anticipating state grants and I advised him to bring the
6 documentation regarding the pending grants with the payment by March 15.

7 Q. What is Schedule 6 to your testimony?

8 A. Schedule 6 is a copy of my handwritten notes on the meeting that took place on
9 that day with Sterling Moody and Representative Ford which is taken from my business file.

10 Q. Were those notes made the day of the meeting as part of your regular
11 business activities as a senior credit advisor?

12 A. Yes.

13 Q. Was it your regular business practice to make such notes?

14 A. Yes.

15 Q. Does Schedule 6 **accurately reflect what you discussed with** Mr. Moody and
16 Representative Ford?

17 A. Yes.

18 Q. What happened next after your meeting on March 10 with Mr. Moody and
19 Representative Ford?

20 A. On March 14, 2000, I received three checks totaling \$15,000 signed by Mr.
21 Moody and a letter from Mr. Moody telling me that a fire had closed the store and that he was
22 expecting an insurance settlement. He further asked that we apply the deposits that were

1 currently being held on the accounts to the balances that were unpaid and also promised to make
2 three payments totaling \$45,000 between March 27, 2000 to April 24, 2000.

3 Q. What is Schedule 7 to your testimony?

4 A. Schedule 7 is a copy of the March 14 letter signed by Mr. Moody in which he
5 promised that three payments totaling \$45,000 would be made.

6 Q. Did you receive any support documenting the grants that Mr. Moody
7 claimed he was going to be receiving?

8 A. Yes. I received a letter signed by Mr. Bill Borgmeyer, Missouri Department of
9 Economic Development, dated March 14, 2000, confirming that the Missouri Department of
10 Economic Development was working to finalize a loan guarantee with a St. Louis bank in order
11 to provide the financing for Mr. Moody's store.

12 Q. What is Schedule 8 to your testimony?

13 A. Schedule 8 is a copy of the March 14, 2000 letter from Mr. Borgmeyer which is
14 taken from my business file.

15 Q. Were you able to comply with Mr. Moody's request that you apply the
16 account deposits to the unpaid balances?

17 A. No. It is a policy of Union Electric to only apply deposits to unpaid balances on
18 final bills and closed accounts.

19 Q. What was the next activity on the store's accounts after you received the
20 payments and letter from Mr. Moody on March 14, 2000?

21 A. On March 22, 2000, I received a call from Joann, the bookkeeper at the store. She
22 said the three \$5,000 checks received on March 14 had been returned by the bank and I advised

1 her to tell Mr. Moody to make these checks good by 5:30 p.m. that day with a cashier's check at
2 our office.

3 **Q. Did the store comply with your demands?**

4 A. Yes. On March 22, 2000, I received a \$15,000 official check from Union
5 Planter's Bank to make good on the three \$5,000 payments that the bookkeeper had called me
6 about.

7 **Q. What is schedule 9 to your testimony?**

8 A. Schedule 9 is copies of the three \$5,000 checks signed by Sterling Moody that
9 were received on March 14, 2000, and subsequently returned by the bank for insufficient funds.

10 **Q. Did Mr. Moody make the additional three payments totaling \$45,000 as he**
11 **had promised in his March 14, 2000 letter?**

12 A. No.

13 **Q. What was the next significant contact that you had with the store?**

14 A. As I recall, about this time, Sterling Moody began to claim that the meters at 8350
15 N. Broadway included some usage that would be attributed to the common areas of the shopping
16 center where the store was located and that such usage was the landlord's responsibility and not
17 his.

18 **Q. What was your response to Mr. Moody regarding those claims?**

19 A. My response was that Union Electric's responsibility for the wiring ended at the
20 meters and that this would be an internal wiring problem that Mr. Moody and his landlord, Mr.
21 Schonlau, would have to work out.

22 **Q. Did Mr. Moody ever bring up the subject of the wiring again?**

1 A. Yes. Mr. Moody told me that his landlord was going to separate the wiring
2 involving the common areas of the shopping center from the grocery store area and connect that
3 common area wiring to a new meter.

4 Q. Did you ever tell Mr. Moody or any of the store representatives that you had
5 confirmed that the store's meters were serving other stores in the shopping center or the
6 common areas in the shopping center?

7 A. No. I told Mr. Moody that he would need to work that issue out with his landlord.

8 Q. Were any payments being made during this time period?

9 A. The store was making small payments but usually not enough to pay the current
10 billings and never enough to pay down the arrears balance.

11 Q. Did you send an inspection crew to the store to investigate how it was wired?

12 A. No. However, I did send a marketing rep, Mr. Brian Ripperda, to the store to
13 visually confirm that the three meters involved were all at the 8350 address.

14 Q. What is schedule 10 to your testimony?

15 A. Schedule 10 is a diagram given to me by Mr. Schonlau, the owner of the shopping
16 center, in August 2000 on which was written meter numbers and customer names including
17 Sterling's Market. The three meter numbers shown for Sterling's Market were the three meters
18 we had listed for the store accounts. The words "new meter" are shown on the diagram I got
19 from Mr. Schonlau for P&B Real Estate, Mr. Schonlau's company, but that meter was not yet in
20 service.

21 Q. During this time frame when the wiring was being discussed, did Mr. Moody
22 or anyone else from the store ever indicate to you that they thought that the meters
23 themselves at the store were not accurately measuring the electric usage?

1 A. As I recall, no.

2 Q. During the summer of 2000 were there any payments received from the store
3 that were returned for insufficient funds?

4 A. Yes. We received an original payment of \$3,000 on a check dated August 4, 2000,
5 that was eventually returned by the bank.

6 Q. What is Schedule 11 to your testimony?

7 A. Schedule 11 is a copy of the check dated August 4, 2000 that was returned by the
8 bank for insufficient funds.

9 Q. Were there any other checks that were returned in that same time frame?

10 A. Yes. There was a check dated September 29, 2000 for \$2,500 that was also
11 returned by the bank.

12 Q. What is Schedule 12 to your testimony?

13 A. Schedule 12 is a copy of the check dated September 29, 2000 for \$2,500 that was
14 returned by the bank for insufficient funds.

15 Q. Did you continue your collection efforts?

16 A. Yes. I kept calling the store trying to get them to pay the current charges and
17 something against the prior balance.

18 Q. Were you successful in your efforts?

19 A. No.

20 Q. Did you consider terminating service?

21 A. I was very apprehensive about actually ordering the service disconnected due to
22 the prior intervention by Representative Ford. I also continued to receive promises from Mr.
23 Moody about state grants he was going to receive.

1 Q. Did you have any discussions with Sterling Moody in October of 2000?

2 A. Yes. He told me that the wiring had not yet been fixed by the landlord as the
3 landlord had originally promised and I told Mr. Moody that something needed to be done
4 because the accounts had over \$200,000 past due. Mr. Moody agreed to discuss this matter with
5 his landlord, Mr. Schonlau.

6 Q. Were any other checks returned during this time period?

7 A. Yes. In November 2000, a check from the store dated November 2, 2000 was
8 returned.

9 Q. What is schedule 13 to your testimony?

10 A. Schedule 13 is a copy of the November 2, 2000 check that was returned for
11 insufficient funds.

12 Q. What is schedule 14 to your testimony?

13 A. Schedule 14 is a note received from Mr. Moody referencing money orders to
14 replace the November 2, 2000 bad check and an additional \$2,000 payment out of Thanksgiving
15 sales along with copies of the money orders and the \$2,000 check.

16 Q. What is schedule 15 to your testimony?

17 A. Schedule 15 is a note from Mr. Moody that accompanied a November 27, 2000
18 \$1,500 payment along with a copy of that payment.

19 Q. Was there any further activity regarding the wiring issue?

20 A. Yes. In December of 2000, a fourth meter was connected at the 8350 N.
21 Broadway location in the name of Mr. Schonlau's company, P & B Real Estate, at Mr.
22 Schonlau's request. I believe this meter was the "new meter" referenced on the diagram I got
23 from Mr. Schonlau in August 2000.

1 Q. Were there any payments made by the store on either of the accounts in
2 December 2000 or January of 2001?

3 A. We received three payments in December totaling \$5,500 but two of them were
4 returned by the bank for insufficient funds.

5 Q. What is schedule 16 to your testimony?

6 A. Schedule 16 is a copy of a note from Mr. Moody that accompanied two money
7 orders dated December 5, 2000 along with copies of those money orders.

8 Q. What is schedule 17 to your testimony?

9 A. Schedule 17 is a \$2,000 check from the store dated December 15, 2000 which was
10 returned by the bank for insufficient funds.

11 Q. What is schedule 18 to your testimony?

12 A. Schedule 18 is a \$2,000 check from the store dated December 26, 2000 that was
13 returned from the bank for insufficient funds.

14 Q. Did the store make any payments in January 2001?

15 A. Yes, we received two payments in January. A \$1,500 payment on January 16 and
16 a \$1,525 payment on January 26. But the January 16 payment for \$1500 came back to us from
17 the bank on January 30.

18 Q. What is Schedule 19 to your testimony?

19 A. Schedule 19 is a copy of the \$1,500 check dated January 6, 2001 that came back
20 from the bank for insufficient funds.

21 Q. Is there anything else that happened on the accounts in January of 2001?

22 A. Yes. On January 18, 2001, Louis Biembaum, who worked for Sterling's
23 Marketplace came to the office with no payment as originally promised. Instead, he said Mr.

1 Moody was going to get \$150,000 in grants from the City of St. Louis and another \$150,000 in
2 grants from the State of Missouri.

3
4
5 Q. Were there any payments in February of 2001?

6 A. Yes. We received two payments on February 13, 2001. One payment was for
7 \$1,500 and the other payment was for \$1,000. However, the first payment of \$1,500 was
8 returned by the bank March 1, 2001.

9 Q. What is schedule 20 to your testimony?

10 A. Schedule 20 is a copy of the \$1,500 check received on February 13, 2001 from
11 the store that was returned by the bank for insufficient funds.

12 Q. Did you continue your collection efforts during March of 2001?

13 A. Yes. During one phone call to the store in March, Mr. Biernbaum told me that
14 Mr. Moody was going to Jefferson City that day to meet with some people, including the
15 governor, and that he would be picking up a package. Mr. Moody was to call me with more
16 information from Jefferson City sometime that afternoon.

17 Q. Did Mr. Moody call as promised?

18 A. No.

19 Q. What action did you take with regard to the \$1,500 check dated February 9
20 that was returned for insufficient funds?

21 A. I sent a certified letter to the store advising them that if the check was not
22 redeemed we would be disconnecting the service after March 7, 2001.

23 Q. What is Schedule 21 to your testimony?

1 A. Schedule 21 is a copy of my letter to the store dated March 1, 2001.

2 Q. Did the store redeem the \$1,500 check by March 7?

3 A. Yes. We received a cashiers/official check from Mr. Moody for \$1,500 that was

4 dated March 6, 2001.

5 Q. What is schedule 22 to your testimony?

6 A. Schedule 22 is a copy of the March 6, 2001 cashiers check and the note from Mr.

7 Moody that accompanied the check.

8 Q. Other than the March 6 check redeeming the February 9, 2001 returned

9 check, did you receive any other payments on the accounts in March of 2001?

10 A. No.

11 Q. What happened next on the account?

12 A. On March 27, 2001, I had a telephone conversation with Mr. Biernbaum about the

13 fact that the meter put in by Mr. Schonlau was not registering any activity and apparently was

14 not connected to anything.

15 Q. Did you attempt to reach Mr. Schonlau?

16 A. Yes. I set up a meeting with Mr. Schonlau for March 29, 2001 but he did not

17 show up for the meeting.

18 Q. What happened next?

19 A. I discussed the account with my supervisor, Mike Foy. At his instruction, I had

20 disconnection notice letters typed and hand delivered to the store.

21 Q. What is Schedule 23 to your testimony?

22 A. Schedule 23 is a copy of the disconnection notice letter dated April 9, 2001 for the

23 account number 02426 stating delinquent balance due of \$79,750.44 and stating that if payment

1 was not received within 48 hours upon receipt of this notice, service would be subject to
2 disconnection without further notice.

3

4

5 Q. What is Schedule 24 to your testimony?

6 A. Schedule 24 is the second disconnection notice letter for the other account number
7 01916 dated April 9, 2001 that lists a delinquent balance of \$113,574.36, stating that if payment
8 was not received within 48 hours after receipt of the letter, service would be subject to
9 disconnection without further notice.

10 Q. What did you do with the April 9, 2001 disconnection notices after you had
11 them typed?

12 A. I then got these letters to the credit rep department for hand delivery to the store.

13 Q. What is the next step in the AmcurenUE procedures on disconnection notices
14 after a notice is delivered to the customer by someone from the credit rep department?

15 A. I would get a confirmation from the credit rep that the letters had been delivered
16 and I would wait two working days and then order the service disconnected if payment had not
17 been received.

18 Q. What happened next in this case after you had given the April 9
19 disconnection notices to the credit rep department for delivery?

20 A. I received a call on April 10, 2001 from either Mr. Moody or some other
21 employee from the store, I don't recall who, who told me that the lights were off. I was surprised.

22 Q. Why were you surprised?

1 A. Under the normal circumstances, the service would not have been turned off until
2 48 hours from the delivery of the notices.

3 Q. What did you do when you got that call from the store?

4 A. I asked them to hold and immediately went to Mike Foy and discussed this with
5 him.

6 Q. Then what did you do?

7 A. I returned back to the phone and advised the store that we would order the service
8 back on because we should not have been there to turn the service off until 48 hours after the
9 notices were delivered. But I also advised them that we could be back out to turn the service off
10 after 48 hours if they did not make any payments on the bills.

11 Q. Did the store make any payments after the service was reconnected on April
12 10?

13 A. No.

14 Q. What was the store's response to your warning that service could be turned
15 off after April 11 if they did not pay the bills.

16 A. On April 10, Mr. Moody faxed me a letter from Representative Ford to Mr.
17 Moody which stated that Representative Ford was working with the Economic Development
18 Council to keep the store open.

19 Q. What is schedule 25 to your testimony?

20 A. Schedule 25 is a copy of the letter from Representative Ford that Mr. Moody
21 faxed me on April 10, 2001.

22 Q. What was your involvement with the accounts after that disconnection on
23 April 10, 2001?

1 A. My supervisor, Mr. Mike Foy, took over decision making responsibility for the
2 store accounts and he had me enter an order into the system to have service to the store cut on
3 April 17, 2001.

4 Q. Did you receive a call from Louis Biernbaum on April 17, 2001?

5 A. Yes.

6 Q. Did you tell him that you were not aware that AmerenUE was planning to
7 shut the electricity off?

8 A. No. I had entered the order for the April 17, 2001 disconnection.

9 Q. During any of your efforts to get the store on a payment plan did you ever
10 tell Sterling Moody or anyone else from the store that if they made partial payments they
11 would not have to eventually pay the entire past due balances on the accounts?

12 A. No. What we always discussed was that I expected them to pay the current bills in
13 full each month plus an additional amount against the prior balance on the bills until they were
14 completely paid off.

15 Q. Did the store ever fulfill that expectation?

16 A. No.

17 Q. During any of your conversations with Sterling Moody or any one else from
18 the store did you ever say that the bills that were being sent to the store were not accurate?

19 A. No.

20 Q. Does this conclude your rebuttal testimony?

21 A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

STERLING MOODY, STERLING'S MARKET)
PLACE AND STERLING'S PLACE, I,)

Complainants,)

v.)

Case No. EC-2002-112

AMERENUE, UNION ELECTRIC CO. d/b/a)
AMERENUE, and MIKE FOY, LEROY ETTLING,)
and SHERRY MOSCHNER, as employees of)
AmerenUE,)

Respondents.)

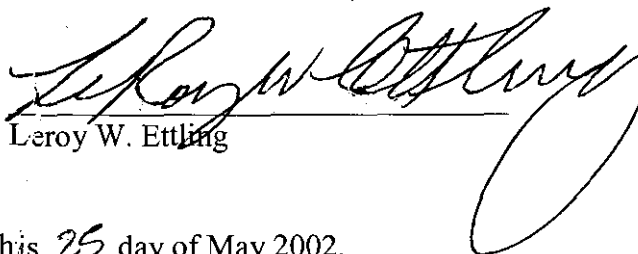
AFFIDAVIT OF LEROY W. ETTLING

STATE OF MISSOURI)
SS.
CITY OF ST. LOUIS)

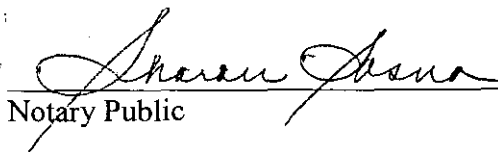
Leroy W. Ettling, being first duly sworn on his oath, states:

1. My name is Leroy W. Ettling.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of AmerenUE consisting of pages 1 through 21 , including Schedules 1 through 25, all of which testimony has been prepared in written form for introduction into evidence in Missouri Public Service Commission Case No. EC-2002-112 on behalf of AmerenUE.

3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct.


Leroy W. Ettling

Subscribed and sworn to before me this 25 day of May 2002.


Notary Public

My commission expires:



FORM 5311NS
REV. 1/99

Ameren CSS Cash Remittance Stub

Account No. 5230002410007 Amount \$ 5,000.00
Name BROADWAY REAL ESTATE INC
Address 8350 N. BROADWAY

31300000 00000000000000 000000000000 000000000000

FORM 5311NS
REV. 1/99

Ameren CSS Cash Remittance Stub

Account No. 5730001910006 Amount \$ 5000.00
Name BROADWAY REAL ESTATE INC
Address 8350 N. BROADWAY

31300000 00000000000000 000000000000 000000000000

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

STERLINGS MARKETPLACE I
OPERATING ACCOUNT
835 N. BROADWAY
ST. LOUIS, MO 63147
(314) 381-6111

MERCANTILE BANK, N.A.
ST. LOUIS, MISSOURI 63166

15225

4-21/810

DATE
12/1/99

AMOUNT
10,000.00

PAY Ten Thousand Dollars

TO THE
ORDER
OF Ameren UE

AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

015225 081000210 1931013930

Mr. Edna,

HERE IS A REGULAR CHECK, BECAUSE THE
HOLIDAY OUR FOODSTAMPS AND REGULAR DEBITS WILL NOT
CREDIT INTO OUR ACCOUNTS UNTIL WED. NITE! BECAUSE
I PROMISED YOU TODAY I DIDN'T WANT TO DISAPPOINT
YOU! IF YOU PREFER A CASHIER'S CHECK THEN CALL
ME!

Thanks
Healy
Marry

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

STERLINGS MARKETPLACE I
OPERATING ACCOUNT
835 N. BROADWAY
ST. LOUIS, MO 63147
(314) 381-6111

MERCANTILE BANK, N.A.
ST. LOUIS, MISSOURI 63166

15301

4-21/810

①

DATE

AMOUNT

PAY

TEN THOUSAND

00/100

INSUFFICIENT FUNDS

12-24-99

10,000

TO THE
ORDER
OF

081000032

UNION Electric

- Replacement -

[Signature]
AUTHORIZED SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

015301 081000210 1931011430 0001000000

6000112 000875

AMERICAN
01 576 12/31/99
XXXXXXXXXXXX SORT 039
081000210 MERC STL MO

ENDORSEMENT
CANCELLED
AMERICAN UE

12/31/99 0001 02001 14 CH07 0004

BANK OF AMERICA-NA STL
081000210 12/31/99
000000000000 SORT 010
081000210 MERC STL MO

Processed 11/19/00 *[Signature]*

HAND DELIVERED

January 14, 2000

Mr. Sterling Moody
Broadway Real Estate
8350 N. Broadway
St. Louis, MO 63147

Re: \$10,000.00 Returned Check #15301
Dated 12/24/99

Dear Sir:

Again, I am confronted with a \$10,000.00 returned check that was supposed to replace a previous returned check. I accepted this second check in good faith on the promise that check #15301 would clear your bank.

We have been extremely generous and patient to you and your organization to get your store established. However, the issuance of sequential bad checks is not acceptable under any circumstances.

This check needs to be redeemed immediately, in addition to another monthly payment on your billing, with a **cashier's check payment only!** The faxed letter received today from your representative, Louis Ford, does not resolve the delinquency problem on your account. We believe we have already extended enough courtesy to you regarding the payment of your bills.

We need a minimum payment of \$20,000.00 paid on your two accounts at 8350 N. Broadway by no later than Tuesday January 18, 2000. Otherwise, we have no alternative than to authorize the disconnection of your service at 8350 N. Broadway on Wednesday January 19, 2000. If your service is disconnected, full payment of all outstanding amounts will be required before restoration of service can occur.

Sincerely,

L. Ettling
Sr. Credit Advisor
(314) 992-6800

LE/sro
Account #52300-02417
Account #57300-01916

ETTLING
SCHEDULE 4



9350 N. BROADWAY, MO. 63147
PHONE # (314) 383-3211
FAX# (314) 383-7335

**STERLING
MARKETPLACE #1**

Fax

To: MR. ETTLING From: STERLING
Fax: _____ Pages: 2
Phone: _____ Date: 1/13/2000
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

STERLING'S MARKETPLACE EXCEEDING YOUR EXPECTATIONS !!!

ETTLING
SCHEDULE 5 - PAGE 1

CAPITOL OFFICE
State Capitol
House Post Office
Jefferson City, MO 65101-6806
573-751-2383



CHAIRMAN: Joint Committee
on Capital Improvements
MEMBER: Appropriations -
Natural & Economic Resources
Banks & Financial Institutions
Budget
Commerce
Public Health & Safety

DISTRICT ADDRESS
3229 N. Twentieth Street
St. Louis, MO 63107
314-231-7489

LOUIS FORD
58th DISTRICT STATE REPRESENTATIVE

January 10, 2000

Dear Vendor:

I represent the 58th Legislative District and as you know both Sterling's Marketplace and the Broadway Plaza are located within my district.

I have begun to work with Mr. Moody in an effort to resolve the myriad of fiscal hurdles, which he currently faces. I have held meetings with the State Department of Economic Development, the State Treasurer's Office, and I have spoken with Mayor Clarence Harmon, Senator William Clay, Jr., and Congressman William Clay. All of us feel very strongly that Sterling's Marketplace must be saved. We are all strongly committed to helping Mr. Moody work out any financial problems he currently faces and equally committed to ensuring that he has the necessary capital and technical assistance to successfully operate in the future.

I urge you to give every possible opportunity to Mr. Moody to bring his accounts current and to get back on track with his accounts with your company.

I have impressed upon both the State of Missouri and the City of St. Louis that time is of the essence and we all want to resolve this situation expeditiously.

Very Truly Yours,

A handwritten signature in cursive script that reads "Louis Ford".

Representative Louis Ford

FPL
Keep in file

3/10/00 Sterling & Rep Ford (?) with no money
Ford said we cant turn off Sterling
due to pending Grants, pursued by
black leaders in Jeff City. Other grants
or monies too! Sterling will have
15,000 in church donations by 3/14/00.
Advised Moody to bring to office on
3/15/00 and bring documentation for
these pending grants.

(Signature)

also frank



3/14/00

MR. ETTLING
AMEREN UE
ST. LOUIS, MO

MR. ETTLING,

WE EXPECT TO HAVE MONIES COMING IN FROM 2 SOURCES TO
MAKE SURE THAT WE CAN JUSTIFY THESE PAYMENTS. WE WILL HAVE
A CLOSING WITH THE STATE OF MISSOURI, HOPEFULLY THIS WEEK!
OUR INSURANCE ADJUSTER TELLS US THAT THIS TOTAL SETTLEMENT
SHOULD CLOSE IN THE NEXT TWO WEEKS! THE BROADWAY STORE IS
CLOSED, BECAUSE OF A FIRE AND WE ARE PLANNING TO OPEN THE
STORE UP BY THIS WEEKEND!

THE STORE HAS TREMENDOUS COMMUNITY SUPPORT AND WE THINK
THAT IT IS TO EVERYONE'S AND THE COMMUNITY'S INTEREST TO
KEEP THE STORE GOING.

WE TRULY APPRECIATE MR. ETTLING AND THE STAFF AT UNION
ELECTRIC FOR WORKING WITH US THE WAY THAT YOU HAVE!

MUCH APPRECIATED

STERLING MOODY
AND STAFF

ETTILING
SCHEDULE 7 - PAGE 1

I AM PROPOSING TO ACCEPT THE DOWNPAYMENT OF \$15,000. AND
APPLY ALL OF THE DEPOSITS THAT ACCOUNT NUMBER 57300-01916 OF
\$9,493.00 AND ACCOUNT NUMBER 52300-02417 OF \$12,188.00 AND
APPLY THIS TO OUR TOTAL AMOUNTS DUE. THEN WE COULD STAY WITH
THE SCHEDULED PAYMENTS!

MARCH 27,00	=	10,000.00
APRIL 10,00	=	20,000.00
APRIL 24,00	=	15,000.00
		<u>\$45,000.00</u>



Mel Carnahan
Governor

BUSINESS DEVELOPMENT GROUP

Joseph L. Driskill
Director

Post Office Box 118
301 West High Street
Jefferson City, MO 65102
(573) 751-4241
(573) 751-7384 FAX

Dennis Roedemier
Director

March 14, 2000

Sterling Moody, Manager
Sterling Marketplace
8350 North Broadway
Baden, MO 63147

Dear Sterling:

This letter will serve as confirmation to AmerenUE and Laclede Gas that the Missouri Department of Economic Development is working to finalize a loan guarantee with a St. Louis bank in order to provide ongoing financing for Sterling Marketplace.

It is hoped that this final agreement will be resolved in a couple of days.

Sincerely,

Bill Borgmeyer, Manager
Missouri Department of Economic Development
Business Development Group
Office of Productivity

TOTAL P.02

ETTLING
SCHEDULE 8

REPORT 16206
RUN DATE: 03/24/00
RUN TIME: 15:19

RETURNED CHECKS PROCESSED FOR
C S S AND/OR
INVESTOR SERVICES ACCOUNTS

PAGE 1

ACCOUNT NUMBER	AMOUNT	RETURN REASON	CHECK DATE
18004870009030	5000.00	1	03/14/00
22005230002417	5000.00	1	03/14/00
27005730001916	5000.00	1	03/14/00
TOTAL	15000.00		

[illegible]

323 33557 00 031500
 Pay to the Order of AMERICAN OVERSEAS \$ 5000.00
FIVE THOUSAND & 00/100
 UNION PLANTERS BANK
 346939630 00 032000
 No. 52300-02417
 10010013871 169000154824 0000500000

10/28
 3.28
 2017
 325585659 00 031500
 Pay to the Order of *AMERICA U.E.*
 FIVE THOUSAND *W/* *RECEIVED*
 INSUFFICIENT FUNDS \$5,000.00
 UNION BANKERS BANK
 346939531 00 032000
 For *57300* *01918*
 ⑆081001387⑆ ⑆6900015482⑆ ⑆0000500000⑆
 OFFICIAL

ETTLING
SCHEDULE 9

Charged back to acnt # 57300-61916 3/28/00 (M)

ETTLING
SCHEDULE 11

SECURITY ENHANCED DOCUMENT. SEE BACK FOR DETAILS.

STERLINGS MARKET PLACE 1 INC.
PH.314-383-3211
8350 NORTH BROADWAY-
ST. LOUIS, MO 63147

1006

80-942/810
832

PAY TO THE ORDER OF Americas UE \$ 2,500.00

Two Thousand, Five Hundred ~~XX~~ DOLLARS ~~XX~~

FIRST BANK
8917 Riverview Dr.
St. Louis, Missouri 63137

FOR Electric Bill 57306-01916

009011

①

DATE Sept 29 00

①

①001006① ①081009428① 9832901080① ①0000250000①

11/13 - Called - left
message check
needs to be received

Date: 10/10/00 Chargeback for
Per: Sam
By: 7/7
Acc:

ENDORSEMENT
CANCELLED
AMEREN UE

11/2 called - left
message @ home
to get check redeemed
w/ 11/6/00 - She will
above Sterling

13

①0000250000① ①081009428① 9832901080① ①0000250000①

1000045

00-90-01-2033-11-50-00

①0000250000①

#57300-01916

① 11/2/00 ①



Mr. Ettling \$9,500 = Replacement
2,000 = Thanksgiving
Sales

✓
Wed. Sales

Thanks
C. H. H.



C & M

MONEY ORDER

NOT VALID UNLESS MONEY ORDER IS MACHINE PRINTED

091098 0

80-1163
815

CASH ADVANCE, INC.

P.O. BOX 50 HOUSTON, MO 65483

910980

11/21/2000

PAY TO THE
AMOUNT

FOUR HUNDRED NINETY-NINE AND 00/100 DOLLARS

8499 DOLS 00 CTS

PAY TO THE
ORDER OF

PAYABLE THROUGH
BANK OF PLATO

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

PURCHASER'S SIGNATURE IN INK FOR ISSUER

PURCHASER'S ADDRESS

NOT VALID OVER FIVE HUNDRED U.S. DOLLARS

091098 081511631 10 336 5



C & M

MONEY ORDER

NOT VALID UNLESS MONEY ORDER IS MACHINE PRINTED

091099 8

80-1163
815

CASH ADVANCE, INC.

P.O. BOX 50 HOUSTON, MO 65483

910998

11/21/2000

PAY TO THE
AMOUNT

FOUR HUNDRED NINETY-NINE AND 00/100 DOLLARS

8499 DOLS 00 CTS

PAY TO THE
ORDER OF

PAYABLE THROUGH
BANK OF PLATO

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

PURCHASER'S SIGNATURE IN INK FOR ISSUER

PURCHASER'S ADDRESS

NOT VALID OVER FIVE HUNDRED U.S. DOLLARS

091099 081511631 10 336 5



C & M

MONEY ORDER

NOT VALID UNLESS MONEY ORDER IS MACHINE PRINTED

091100 7

80-1163
815

CASH ADVANCE, INC.

P.O. BOX 50 HOUSTON, MO 65483

911007

11/21/2000

PAY TO THE
AMOUNT

FOUR HUNDRED NINETY-NINE AND 00/100 DOLLARS

8499 DOLS 00 CTS

PAY TO THE
ORDER OF

PAYABLE THROUGH
BANK OF PLATO

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

PURCHASER'S SIGNATURE IN INK FOR ISSUER

PURCHASER'S ADDRESS

NOT VALID OVER FIVE HUNDRED U.S. DOLLARS

091100 081511631 10 336 5

499·00+
499·00+
499·00+
499·00+
499·00+
11·00+
2,506·00*

Ameren CSS Cash Remittance Stub

Account No. 0057300019106 Amount \$ 2506.00
Name BROADWAY REAL ESTATE
Address 8350 N. BROADWAY
Initials LWB Date 11/21/00 Dept. CREDIT Emp. # 1556

```
31300000 00000000000000 000000000000 000000000000
```

CASH ADVANCE MONEY ORDER

C & M CASH ADVANCE

CASH ADVANCE, INC.

P.O. BOX 50 HOUSTON, TEXAS 77258

NO. 091101 6

DATE 11/21/2000

AMOUNT \$11.00 DOLLARS

PAY TO THE ORDER OF

PAYABLE THROUGH

PURCHASER'S SIGNATURE

PURCHASER'S ADDRESS

NOT VALID UNLESS MONEY ORDER IS MACHINE PRINTED

1109110111081511631110 336 511

[illegible]

09 1096 1:08 151 163 1: 10 336 5

CASH ADVANCE MONEY ORDER

C & M CASH ADVANCE, INC.

P.O. BOX 50 HOUSTON, TX 65483

NO. 091097 1

DATE 9/16/97

AMOUNT \$499.00 DOLLARS

TO THE ORDER OF **BRADLEY**

PAYABLE THROUGH BANK OF TEXAS

PURCHASER'S SIGNATURE **BRADLEY**

NOT VALID OVER FIVE HUNDRED U.S. DOLLARS

091097 10081511631 10 336 5

ETTLING
SCHEDULE 14-PAGE 3

Ameren CSS Cash Remittance Stub

Account No. 0057300019106 Amount \$ 2000.00
 Name BROADWAY REAL ESTATE
 Address 8350 N. BROADWAY
 Initials LWE Date 11/21/00 Dept. CREDIT Emp. # 15456

31300000 00000000000000 000000000000 000000000000

STERLING'S MARKET PLACE 1 INC. 1150
 PH.314-383-3211
 8350 NORTH BROADWAY
 ST. LOUIS, MO 63147

PAY TO THE ORDER OF Ameren UE \$ 2000.00
Two Thousand ~~XX~~ DOLLARS

DATE Nov 20, 00 80-942/810 832

FIRST BANK
 8917 Riverview Dr.
 St. Louis, Missouri 63137

FOR _____

MP

⑈001150⑈ ⑆081009428⑆ 9832901080⑈



Mr. Etlings,

HERE IS YOUR PAYMENT!

Thanks for everything

Will call you again *hopefully*

Another payment Next Mon.

Ameren CSS Cash Remittance Stub

Account No. 10057300019106 Amount \$ 1500.00
 Name BROADWAY REAL ESTATE
 Address 8350 N. BROADWAY
 Initials LWE Date 11/28/00 Dept. CREDIT Emp. # 15456

31300000 00000000000000 000000000000 000000000000

FIRST BANK	FIRST BANK St. Louis, Missouri 63141	107481960
REMITTER	STERLING MARKET PLACE	10-66 220
PAY TO THE ORDER OF	UNION ELECTRIC	\$ 1500.00
#1500 Ten Thousand Five Hundred Dollars and no/100ths		DOLLARS
OFFICIAL CHECK		DRAWER: FIRST BANK
Issued by Integrated Payment Systems Inc., Englewood, Colorado To Citibank (New York State) Buffalo, N.Y.		AUTHORIZED SIGNATURE <i>Richard J. Schuman Sr. Mgr.</i>

⑆022000868⑆68⑆099064 107481960

Processed 11/28/00
TLR

Mr. Etting,

Dennis Rodamer is suppose to

Call you About some grant money towards

our Bill! I will see you again

on Friday! Things Really Tough!

PS His # 1573-751-2133

Dennis Rodamer
Economic Development

Stefy

Ameren CSS Cash Remittance Stub

Account No. 00057300019106 Amount \$ 1500.00Name BROADWAY REAL ESTATEAddress 8350 N. BROADWAYInitials LWE Date 12/7/00 Dept. CREDIT Emp. # 15456

31300000 00000000000000 000000000000 000000000000

Bank of America

Personal
Money
Order

000088587

Cost Center # 1803 Date 12/5/00

Banking Center/Dept. Name Baden

Pay The Sum Of 1855014 *****500 dol's 00 cnts***** \$ 1,855.01

Not Valid Over \$1,000

Pay To The Order Of Union Electric

Sender Stephys Signature [Signature] Address 8350 N. Broadway City [City] State [State]

Bank of America, N.A.
San Antonio, Texas

⑈0000885878⑈ ⑆114000019⑆ ⑈001641004852⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT

Bank of America

Personal
Money
Order

0000885869

Cost Center # 1803 Date 12/5/00

Banking Center/Dept. Name Baden

Pay The Sum Of 1855014 *****1,000 dol's 00 cnts***** \$ 1,855.01

Not Valid Over \$1,000

Pay To The Order Of Union Electric

Sender Stephys Signature [Signature] Address 8350 N. Broadway City [City] State [State]

Bank of America, N.A.
San Antonio, Texas

⑈0000885869⑈ ⑆114000019⑆ ⑈001641004852⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT

processed 12/7/00

ETTLING
SCHEDULE 16-PAGE 2

INSIDE

Security enhanced document. See back for details.

STERLINGS MARKET PLACE 1 INC.
 PH.314-383-3211
 8350 NORTH BROADWAY
 ST. LOUIS, MO 63147

1263

80-942/810
832

①

DATE 12-26-00

PAY TO THE ORDER OF Union Electric \$ 2,000.00

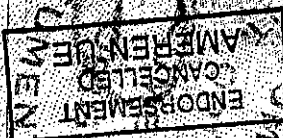
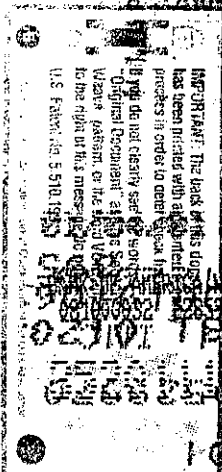
Two-Thousand DOLLARS

FIRST BANK
 8917 Riverview Dr.
 St. Louis, Missouri 63137

FOR electric Bill


Jas. Hardy


⑈001263⑈ ⑈081009428⑈ 9832901080⑈ ⑈0000200000⑈



ETTLING
SCHEDULE 18

Processed 1/25/01 - (Lul)

1/30/00 Buchbaum
to advise
sterling


① Security Features: See back for details. ①
 1416
STERLINGS MARKET PLACE 1 INC.
 PH.314-383-3211
 8350 NORTH BROADWAY
 ST. LOUIS, MO 63127
 021601
 DATE 2/9/01
 80-942/810
 832
 PAY TO THE ORDER OF AMERICAN
ONE THOUSAND FIRST BANK
081009428
 \$ 1,580.
 DOLLARS

FIRST BANK
 8917 Riverview Dr.
 St. Louis, Missouri 63137
 FOR _____
 ①001416① ①081009428① 9832901080① ①0000150000①

March 1, 2001

CERTIFIED

Sterlings Market Place I
Attn: Sterling Moody
8350 N. Broadway
St. Louis, MO 63147

RE: Amount \$1,500.00



**Attached Check Returned By
Bank For Insufficient Funds
Must Be Paid By 3/7/01
Cash or Cashier's Check Only**

FINAL NOTICE

Dear Mr. Moody:

This letter will serve as a final reminder to save you the inconvenience of being without service.

Please pay the amount shown above within 48 hours after receipt of this notice, otherwise, your service will be subject to disconnection without further notice, after March 7, 2001.

Mr. Louis Biernbaum was instructed to advise you to be sure this check #1416 dated February 9, 2001 would clear your bank. In view of the resulting circumstances, we will be unable to accept any more of your business checks to apply to your billing.

In the future all payments must be made in the form of bank cashier's checks, money orders or cash, with no exceptions!

Sincerely,

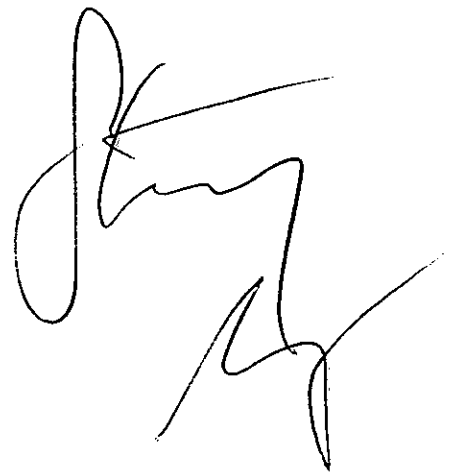
L. Ettling
Sr. Credit Advisor
(314) 992-6788

ssm

Acct. #57300-01916

Mr. Etting

HERE IS THE Replacement check
for the \$1,500. I UNDERSTAND ABOUT
THE CASHIER'S CHECKS ONLY. We will
See YOU AGAIN ON THIS WEEK
THURSDAY OR FRIDAY

A handwritten signature in black ink, appearing to be 'J. King' or similar, with a stylized, cursive script.

Ameren CSS Cash Remittance Stub

Account No. 10057300019106 Amount \$ 1500.00
 Name STERLINGS MARKET PLACE I
 Address 8350 N. BROADWAY
 Initials LWE Date 3/8/01 Dept. CREDIT Emp. # 15456

31300000 00000000000000 000000000000 000000000000

FIRST BANK St. Louis, Missouri 63141		482943220	
REMITTER	STERLINGS MARKET PLACE	DATE	MARCH 06, 2001
PAY TO THE ORDER OF	AMEREN UE	AMOUNT	\$ 1,500.00
One Thousand Five Hundred Dollars and 00/100xx		DOLLARS	
OFFICIAL CHECK		DRAWER	FIRST BANK
B#7832		AUTHORIZED SIGNATURE	
Issued by Integrated Payment Systems Inc., Englewood, Colorado To Citibank (New York State) Buffalo, N.Y.		Edna D. Quinlan-Teller	

⑆022000868⑆68⑆099064 482943220

from 3/8/01 *(LWE)*

April 9, 2001

HAND DELIVERED

Sterlings Marketplace 1, Inc.
Attn: Sterling Moody
8350 N. Broadway
St. Louis, MO 63147

RE: Delinquent Balance \$79,750.34
due 3/16/01



FINAL NOTICE

Dear Mr. Moody:

This letter will serve as a final reminder to save you the inconvenience of being without service.

Please pay the amount shown above within 48 hours after receipt of this notice, otherwise, your service will be subject to disconnection without further notice, after April 11, 2001.

Sincerely,

L. Ettling
Sr. Credit Advisor
(314) 992-6788

ssm

Acct. #52300-02426

ETTLING
SCHEDULE 23

AmerenUE

One Ameren Plaza
1901 Chouteau Avenue
PO Box 66149
St. Louis, MO 63166-6149
314.621.3222

April 9, 2001

HAND DELIVERED

Sterlings Marketplace 1, Inc.
Attn: Sterling Moody
8350 N. Broadway
St. Louis, MO 63147



RE: Delinquent Balance \$113,574.36
due 3/16/01

FINAL NOTICE

Dear Mr. Moody:

This letter will serve as a final reminder to save you the inconvenience of being without service.

Please pay the amount shown above within 48 hours after receipt of this notice, otherwise, your service will be subject to disconnection without further notice, after April 11, 2001.

Sincerely,

L. Ettling
Sr. Credit Advisor
(314) 992-6788

ssm

Acct. #57300-01916

ETTLING
SCHEDULE 24

8350 N. BROADWAY, MO. 63147
PHONE # (314) 383-3211
FAX# (314) 383-7335

**STERLING
MARKETPLACE #1**

Fax

To: MR. ETTLING-Pomerson From: Sterling
Fax: _____ Pages: 2
Phone: _____ Date: 4/10/01
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

STERLING'S MARKETPLACE EXCEEDING YOUR EXPECTATIONS !!!

CAPITOL OFFICE
State Capitol
House Post Office
Jefferson City, MO 65101-8808
573-751-2383
FAX: 573-526-0568

DISTRICT ADDRESS
3229 N. Twentieth Street
St. Louis, MO 63107
314-291-7488



LOUIS FORD
58th DISTRICT STATE REPRESENTATIVE

COMMITTEES
CHAIRMAN:
Joint Committee
on Capital Improvements
MEMBER:
Bank & Financial Institutions
Budget
Public Health & Safety

April 10, 2001

Sterling Moody
Sterling's Marketplace
8350 N. Broadway
St. Louis, MO 63147

Dear Mr. Moody:

As I stated earlier, I have been working along with Economic Development and Dennis Roedemeier to assist in keeping a store in north St. Louis to serve those individuals that have no means to shop elsewhere. I have requested Mr. Roedemeier to intercede with AmerenUE and Laclede Gas to continue utility services at this location. Hopefully we will be able to resolve these issues until the store is back on a sound footing and able to operate as a business should.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louis Ford".

Representative Louis H. Ford
District 58

LF/nal