

EC-2023-0395

Brett Felber

VS

Ameren Missouri

Complainants introduction of new discovery and restoartion of utility services prior to hearing on Thursday September 21, 2023.

1) Complainant filed a utility complaint against Ameren Missouri on Friday May 19, 2023 as a result of an illegal disconnection of services.

2) On Tuesday May 23, 2023, the informal complaint was converted into formal complaint against Ameren Missouri, introudcing a battery of allegations that can and have been proven against Ameren Missouri.

3) The main foundation basis of the complaint revolves around Ameren Missouri failing to oblige by a payment agreement established on May 18, 2023 for May 22, 2023.

4) Despite submitting copies of the payment agreement established, Ameren Missouri continues to deny working utility services to the premises and extorting the complainant into paying money which isn't owed , as a result of the failed payment agreement.

5) Respondent has failed to send complainant data requests, data requests that are valuable to the scope of this matter in which thus proves that the compainant had a payment agreement setup for May 22, 2023.

6) As a result of respondents gross abuse, complainant has had to at the expense of Ameren come out of pocket for goods and services and pretty much run the premises off backup generation power to supply power to the premises.

7) As a result of Ameren failing to submit data requests over to the complainant, it has made the complainant accure additional time spent investigating this matter from the sources themselves.

8) Respondents use a provider by the name of SendGrid, in which SendGrid emails the automation with Ameren's information and the confirmation of the emails as a bounceback.

9) On Friday September 15, 2023, complainant after numerous exhausting days, months, hours received a copy of the copy from Twilio of the original payment agreement.

10) Despite Ameren already having a copy of the agreement, they have continued to make up excuses in the matter and making, false, absurd and bogus claims and have failed to restore services to the premises.

11) In their staff report to the Commission, the respondent wanted to leave to file a response to the staff, agree and implement changes. In fact respondents are terminating their agreement with SendGrid and utilizing Message Broadcast after their contract is done.

12) Respondent wants to implement new changes, yet they don't want to rectify the matter brought before the PSC and instead insist on not only the complainant, but anyone wishing to establish utility services pay the balance. Which is also listed in the exhibits that respondents counsel presented.

13) Complainant wishes to introduce a new article of discovery after an exhausting period, which will confirm that the Respondent is in the wrong on this matter and the complainant did in fact have an agreement in place setup by Ameren Missouri payable on May 22, 2023.

14) Complainant received a copy of the master agreement from Twilio, SendGrids parent company on Friday September 15, 2023 at 9:22 am.

15) Complainants copy matches the master copy and confirms on May 18, 2023, Ameren established a payment agreement setup for May 22, 2023.

16) Respondent failed to oblige by the agreement and in fact their counsel has made absurd, bogus, and false claims. In fact, complainant believes that the respondents are purposely not sending these DR over and other information over, as it will prove the complainant is correct in this matter and will result in services being restored.

17) Attached is a copy of the exhibit emailed to the complainant from Twilio, which will show the corresponding information and show that respondent is in the wrong.

18) Upon execution of this exhibit, even though there is a hearing set for September 21, 2023 @ 2 pm, the Commission and the Honorable Judge Clark should impose that Ameren be ordered to restore utility services to the premises by no later than 5 pm on Monday September 18, 2023, as a result of their illegal actions.

19) Complainant is entitled to further relief upon this being introduced and it will be a gross amount of continued abuse for the Commission and the Honorable Judge Clark to allow Ameren to continue getting away with services being off after this article is introduced and uploaded to EFIS.

20) Complainants services should be ordered to be restored with no down payment and no money owed at time of reconnection as a result of their illegal disconnection of services and gross misuse and abuse and failing to restore utility services.

21) In addition to Complainants services being restored by 5 pm on Monday September 18, 2023, Ameren Missouri and the respondents should be responsible to reimburse the following liabilities they have occurred as a result of Ameren's illegal and unethical practices . They are itemized as below.

- 1) - [REDACTED] gas for generator driven backup services.
- 2) - [REDACTED] dual fuel 11,000 watt generator
- 3) - [REDACTED] indoor quiet battery backup generator. Anker
- 4) - [REDACTED] Generlink kit, transfer case switch cutoff.
- 5) - [REDACTED] 30 amp service cable kit. Connection setup

22) It would be a gross amount of abuse for the respondents Ameren to continue to have services off, as a result of failing to abide by agreement and would allow Ameren Missouri to continue their illegal tactics of keeping services off.

23) The Commission and the Honorable Judge Clark should order Ameren Missouri to file a response to this matter by no later than 5 pm on Monday , as to why they abused and failed to oblige by the payment terms and agreement and illegal disconnected services.

24) Respondent has benefited from 122 days of an illegal disconnection, followed by stall tactics and to only continue failing to respond to the complainants reasonable request. Allowing respondent to further keep services disconnected , even after showing they are in the wrong, would send a message that would allow the utility provider to continue manipulating the process and further being able to abuse the process.

Whereas the Complainant prays that the Commission and the Honorable Judge Clark will order the Respondents to restore services by no later than 5 pm on Monday September 18, 2023, as a result of the discovery introduced that confirms respondent failed to abide by the agreed terms and conditions and illegally disconnected utility services.

Respectfully,  
Brett Felber

[REDACTED]