EC-2023-0395

Brett Felber

Vs

Ameren Missouri

Objection to Respondents Oppositiion for more time.

I the complainant object that Respondents should be entitled or given more time to in scope of the document sent from Twilio that they should be given more time. This has been a very common stall tactic that Ameren has done from the very beginning.

In fact let me bring everyone back to the pre-hearing conference WEBEX trasncript dated July 28, 2023. When I specifically asked Respondents for transcript data revolving the payment agreement. Reference Page 10 of the report.

Page 11 into 12 is a direct response from respondents counsel pertaining to any information about the payment agreement. Direct quote.

“Yes, your honor. And we’re already making efforts to extend that and put a litigation hold on these types of matters. So hopefully going forward, it will be my recommendation that those records will be kept for longer than 30 days.

Then I will bring up Respondents filing to leave to file a response. On page 2 paragraph 9.

“First, Staff recommends that Ameren Missouri work with its vendor for e-mail confirmations to keep records longer than 30 days. Ameren Missouri agrees with this recommendation. Ameren Missouri is shifting away from its current alert email notification vendor, Sendgrid. When the contract expires in November 2023, Ameren Missouri will transition to a different vendor, Message Boradcast. Ameren Missouri currently uses Message Broadcast for other communication.” All of the messanging data will be received from Message Broadcast and Ameren Missouri will store it in Ameren Missouri-managed databases for a two-year retention period.”

Ameren was given an opportunity in which to turn over crucial data , data that favors the complanant and shows Ameren was in the wrong. Complainant strongly believes that Ameren Missouri purposely dissgarded that data or still has that data readily available, however, didn’t want to produce it, as it would confirm the complainants payment agreement was in fact setup for May 22, 2023. Not May 18, 2023.

Just as I any important data that Ameren wishes to utilize towards the defense of this complaint. it is the responsibility of that party to satisfactorily retain that data.

Respondents didn’t submit the data over, in which I the Complainant followed the legal process of obtaining the data information given.

By allowing Respondent to utilize “more” time, this only further impedes the restoration process and Complainant has factually submitted data that Respondents want to further stall the process of restoration of services.

The Complainant hasn’t been given a single data request information frtom Respondent, despite Respondents counsel telling them to send an email over.

In fact, Complainant sent Respondents counsel an email inquiry inviting the invitation to setup a WEBEX meeting between Twilio Channel partners, the Respondent and the Complainant for Tuesday September 19, 2023, however, Respondent has again gone into their usual hibernation and ghost mode.

In fact, during the WEBEX, conference this would calirfy the authentication and validation confirming that I the complainant am correct in this matter. That their “senior software engineer” failed to put crucial items in the blank typed up paper that was submitted to staff in exhibit D-C.pdf, as all information data transcribed should show an envelope id corresponding to the matter and respondent failed to incode data such as their email in the staff provided document coding. In terms , it is a fraudulent piece of paper with an opinion, compared to facts that have been submitted.

In fact, the other DR’s requested are relevant material, it will show that Ameren didn’t have the authorization from the Hazelwood School District to breach the peace, trespass private property, nor obtained authorization from any government agency to illegally trespass private property. They failed to follow State laws and broke 3 state laws while trespassing private property.

In fact, the 2nd technician that arrived at the property was a private-subcontractor which would require by law in Missouri to have his own liability policies under Missouri law , along with other various certifications in which he wasn’t displaying your didn’t hold proper certification for. In the event of a propblem. He wouldn’t have been covered under Ameren’s own liability policy.

This is a clear case of a Respondent trying to leverage and further stall more tactics and avoid restoration of services.

Since Respondents counsel, led the impression based on the two quotes given and told the Complainant that they didn’t have a copy, this forced the Complainant to actually do their own investigation methods in seeking the truth about this matter.

The Commission should and the Honorable Judge Clark should deny Respondents request to have more time, as they mislead and told the Complainant a different story and told them they weren’t in possession of it.

The Commission and the Honorable Judge Clark should immediately grant Complainants request for services to be restored prior to the hearing scheduled for Thursday September 21, 2023.

The Commission and the Honorable Judge Clark if they grant respondents request for more time, should order that utility services are restored , prior to respondent wanting to again take more time to leave and “search” for items that have been produced by the Complainant , which show the Respondents illegally disconnected services, etc.

The Complainant, I Brett Felber, have shown satisfactory grounds that the Respondents failed to keep corresponding information pertaining to a serious matter in their possession and the respondents believe that the Complainant should further sufferer without utility services as a result of respondents failure to utilize a data server of their own to store documentation.

The materials that Complainant has outlined and produced show exactly what type of company the Respondents are. They are a predatory utility company that prays upon complainants and hopes that a complainant will give up and essentially force themselves or trap themselves into paying a balance not due at the time and extort them out of money, sooner than the agreed arranged date.

Respondents are what are known as Predatory utility providers, in which trap or try to seize one into agreeing with them and just paying for service, which thus is why Respondent to date has failed to remit any discovery over to the Complainant.

One more solution I can throw out, since Ameren Missouri felt the need to lie to me and pretty much think it is acceptable for someone to go 122 days without utility services and disconnect services illegally. The Commission should order that Respondents Counsels, and their regulatory liasons go without power for 122 days , as a result of their illegal and absurd behavior. ( I know it isn’t going to happen, but it is the point)

A disconnection should have never happened in the first place. The Smart Meter is a scam and a way for the Respondent to manipulate a customer into paying a balance prior to an agreed upon date and let’s face it, Respondent has been caught in a clear lie, and want to further lie and stall the complainant from services being restored without payment as a result of their illegal disconnection of services.

Whearas, the Complainant prays that the Commission and the Honorable Judge Clark grant an immediate restoration of utility services to the Complainant, as a result of respondent illegally disconnecting utility services and that Respondent is ordered to restore utility services without payment as as a result of failing to honor, oblige and failing to honor the payment agreement.

Oh and one last thing. It’s a payment agreement, not a “pending payment agreement” as Respondent is calling it. If it was “pending payment agreement” the Respondents “senior software engineer” could easily implant that into the coding indexes imbedded in the links, but they didn’t. It was coded as sent out as a payment agreement. Therefore that moves to my next introduction which can ben brought up at a later date to false advertising and deceptive and deceiving business practices.

Respondents payment agreement exhibit isn’t an exhibit produced or typed up by a “senior software engineeer,” it is a typed up blank piece of paper by one of their biggest master manipulators, Aubrey Krcmar . In the process of trying to make it look like an “official “ document of what is indexed, Mrs. Krcmar left out crucial coding detail which has been stated numerous times, such as Ameren’s email adress in staff report exhibit D-C.pdf if tghe coding and the envelope id for the specific method.

Whearas, the Complainant again prays , that the Commission and the Honorable Judge Clark grant an immediate restoration of utility services and that Respondents must restore utility services without payment as they failed to honor, oblige and illegal disconnected utility services prior to the arranged and agreed date. Respondents have been able to abuse the process for over 122 days currently and running. It would further be a continued abuse of process and wouldn’t ensure the complainants rights, especially the facts that show Respondent is in the wrong.

Respectfully,

Brett Felber