

EC-2023-0395
Brett Felber
VS
Ameren Missouri

Complainants Motion for Restoration of Utility Services prior to Evidentiary Hearing.

Complaint files this motion for the Honorable Judge Clark to order Ameren to restore utility services prior to the Evidentiary Hearing scheduled for Friday October 6, 2023.

Complainant has now submitted 4 different payment agreements to the Respondent Ameren Missouri which all confirm that the payment agreement sent from Ameren's email was for May 22, 2023.

Complainant submitted a JPG format copy of the payment agreement. Complainant submitted a payment agreement with a watermark, preserving the document. Complainant submitted two copies from Twilio, SendGrids parent company and an email statement from a SendGrid or Twilio employee, thus confirming the accuracy of the Complainants payment agreement.

Respondent has failed to show any grounds why services should be disconnected or why services were disconnected.

Respondent was asked for a copy of the agreement in which they stated they didn't have a copy, whether to the Staff of the Commission or in a DR response.

Respondent has been able to use stall tactics in which to date paint a pattern in which they still can't supply a copy of the agreement.

Respondents instead of supplying an agreement or payment agreement decided to submit a transcript of how they utilize SendGrids system.

Respondent has used methods of bait and switch and misrepresentation of how their payment agreements work.

Respondents emails come out in the form that states it is a payment agreement.

Respondent states that it is considered as a "pending payment agreement" even though their program utilization they encode it as an actual payment agreement.

Respondent is abusing a software for the purpose of misrepresenting their obligation differences between a payment and pending payment agreement.

Nowhere on Respondents payment agreement sent to Complainant does it mention or state pending payment agreement.

Complainant has pointed out numerous times in the report by staff and exhibits that will be used against the Staff and Respondent that Ameren failed to send out a disconnect letter. Which even states right on page 10 of Staff Report.

As Complainant feared, Ameren Missouri decided to use tactics in which constitute "trial ambush" in introducing exhibits even though they are lies and were agreed to be taken out of the Evidentiary hearing and Complaint over property damage, as all parties agreed during the hearing to remove it.

As Complainant feared, Ameren has decided to use tactics in which constitute "trial ambush" in which parties agreed during a hearing with the Honorable Judge Clark that the credit card fraud/bank fraud, etc would be removed as the Complainant sought outside litigation. In which there is an open lawsuit currently in which my financial institution has filed suit against Ameren Missouri for credit card fraud/bank account fraud.

Respondent lied to not only the Complainant, but also the Honorable Judge Clark, as we agreed to take two matters out in which lawsuits have been filed against the Respondents.

Respondent, lied in their report as they have been provided numerous copies of the property damage in question, along with they have been uploaded to EFIS and since Respondent decided to reintroduce them the Complainant now wishes to seek that they are held responsible for all fencing repairs up to \$ [REDACTED] in replacement costs.

Respondent at this point can no longer be trusted, as they have clearly and purposely tainted the evidentiary hearing with documents that they agreed upon with the Complainant and the Honorable Judge Clark wouldn't be brought up or discussed during the evidentiary hearing.

The material issue surrounds the payment agreement and the illegal disconnection of utility services, in which Respondent cannot supply a copy and has been able to now utilize a system of "trial ambush" in further tainting this in force of keeping services off.

It would be a gross amount of abuse for Ameren to allow Complainants to suffer any more time and the Commission and the Honorable Judge Clark to allow the Complainant to suffer as a result of Respondents' withholding and "trial ambush" of trying to bring in items that weren't allowed and all parties agreed would not be presided over.

Missouri law doesn't allow a Utility Company to legally keep services disconnected without following rules, regulations and tariffs in which have been pointed out numerous times, along with State laws.

By law the utility company must restore services to ther Complainant as thye have admitted to the Staff and in the Staff report conclusively states they failed to send out a 10 day notice.

The Complainant pray that the Honorable Judge Clark orders the Respondent to restore utility services prior to the evidentiary hearing and the Complainant is entitled to utility services at the premises for Respondents failure to follow rules, regulations, tariffs surrounding disconnections and failure to send out a 10 day notice from the payment agreement.

Brett Felber