

EC-2023-0395

Brett Felber  
VS  
Ameren Missouri

### Complainants Motion for Summary Judgment

- 1) Complainant filed a formal complaint before the Commission on May 23, 2023, submitting a handful of complaints.
- 2) Complainant's complaint regarded a basis of Ameren Missouri failing to abide by a payment agreement and illegally disconnect services on May 19, 2023.
- 3) Complainant has submitted over 10 motions for restoration of services, despite that , to date none of those Motions have been in favor of the Complainant.
- 4) Complainant has submitted three copies of the payment agreement and despite submitting numerous copies, the Respondent to date hasn't been ordered to restore services, despite an actual payment agreement does exist.
- 5) In two hearings before the Honorable Judge Clark and in a staff report and in filing to leave to respon to staff report, Ameren made the promise for better transparency, changes and agreed to change terminology of their agreements.
- 6) Despite the transcript copies that show Respondent's Counsel making those statements, to date, they have failed to change the language terminology and in any letters or materials or agreements or arrangements that are made , they still say the words that their agreement or arrangement has been established.
- 7) Respondent has not only led the Complainant down a long stressful road, but despite the Complainant bringing these matters to the attention of not only Ameren Missouri, but also the Commission, to date Ameren fails to modify or change the language.
- 8) Respondent insists on trying to verbally change their agreements or arrangements, verbally by inserting the words "pending" without changing their agreements that they submit to customers.
- 9) Complainant reached out to Ameren Missouri on Friday October 13, 2023 to have discussions about his final bill.
- 10) Respondent, Ameren Missouri, legally commenced in agreement with the Complainant in allowing a payment arrangement to take place and break down the payment terms.

- 11) Complainant submitted a copy of the agreement to EFIS and the Respondents which is EFIS filing 176.
- 12) Respondent Ameren Missouri failed to change their language and will show while Ameren Missouri agreed to making changes to the language terminology and to changing them to "pending" Ameren Missouri has to date continued to fail and change their agreement language.
- 13) Respondent has been able to manipulate a system by trying to state they would make an effort to change, however has failed tyo and instead of restoring services to the premises.
- 14) Respondent's phone call labeled and uploaded to EFIS shows a commencement of agreement between not only the Complainant, but also the Respondent.
- 15) Respondent and Complainant agreed on a final bill amount of \$ [REDACTED] due on October 27, 2023 with a defferment amount of \$ [REDACTED] due over the installment period of 9 months.
- 16) Respondent has agreed along with the Complainant over this amount, therefore cannot break or discontinue any agreement or modify any agreement or demand that the Complainant be responsible to pay 80% of the balance upfront, as the final bill agreement imposed it set forth with line 15's coniditions.
- 17) Respondent in addition commenced in legally agreeing verbally via phone call that if Complainant wished to restablish services with Ameren and there was any balance on the final bills payment arrangement that would be rolled over into the new bill and would work out a payment agreement with the Complainant.
- 18) Respondent doesn't have the right to demand 80% of the balance as per items agreement and recording give conflicting statements to the Commission and the Honorable Judge Clark, but also the Complainant and would justify a material breach of agreement.
- 19) Complainant sets forth the agreement terms that Complainant is willing to commence and honor the agreement of the \$ [REDACTED] due on October 27, 2023, with the payment terms of \$ [REDACTED] deferred over 9 months at \$ [REDACTED] per month. In addition, Complainant has on numerous ocassions expressed that services should be restored to the premises.
- 20) Complainant is asking the Honorable Judge Clark to issue a Summary Judgment on this matter on Monday October 16, 2023, in which Complainant has already commenced in agreement with the Complainant about the terms and conditions, but Complainant is willing to pay the \$ [REDACTED] monthly plus an utility usage amounts on bill every month.

21) Complainant's agreement shows that there are no other materials to contradict and that since the Respondent Ameren Missouri and the Complainant agreed to commence in rectification, that Ameren Missouri is not entitled to 80% of the balance upfront as they wish to impose.

22) Respondent would be in clear breach of any and all Commission rules, regulations and tariffs and under such state laws of breach of agreement if they didn't oblige to the agreement or arrangement that was commenced and executed among parties on Friday October 13, 2023.

23) Respondent cannot ask the Commission or the Honorable Judge Clark to order Complainant to pay 80% of the balance upfront, as Complainant hasn't breached the arrangement commenced by Respondent and Complainant on October 13, 2023. It would be a clear breach of any arrangements or agreements in which Respondent has commenced in with the Complainant.

24) It would be a continued gross amount of neglect and continued deceptive practices against the Complainant if Ameren Missouri the Respondent is allowed to keep services past any date of October 16, 2023, as Respondent would then be in breach and material breach of any and all agreements or arrangements under Commission rules, regulations and tariffs.

Whereas the Complainant prays that the Honorable Judge Clark will issue a Summary Judgment by no later than Monday October 16, 2023, due to the commencement of agreement between Respondent and Complainant and that Respondent adhere to the agreement terms, along with the Complainant's agreement terms and that services be immediately restored on Monday October 16, 2023 with a installment amount of \$ [REDACTED] plus monthly billing of usage from Ameren to be paid.

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