

EC-2023-0395

Brett Felber  
VS  
Ameren Missouri

To whom this may concern. I am asking the Commissioners and the Honorable Judge Clark to please make a decision on this matter today November 3<sup>rd</sup>, 2023. Why am I asking this? It's being almost six long months on this matter. Almost. November 19<sup>th</sup> marks that. Each day when I get up, I pray that the Commission and the Honorable Judge Clark are going to order Ameren to do the right thing, because Ameren apparently isn't. That is for sure. Each time I submit a factual statement it is responded back with more excuses. For almost six months Ameren has been able to give excuses on everything. In fact they change their internal policies apparently as they go along, because they know they are caught in a lie. Everyday I glimmer on the hope that Ameren is going to do the right thing and they don't.

I've had to pour a lot of heart and soul with emotion into this matter, because it is about the truth and nothing but the truth. Paint yourself in the same picture. put yourself in the same position. You are a consumer, you have disputed your bill, you have a payment agreement, your utility company illegally disconnects your services, then because they don't save a copy of the agreement they state you altered the agreement, but they have given nothing to show of any alteration. The only thing they've given is so state that Mrs. Krcmar admitted to alteration of documents. (Whether she wants to say that they were her personal documents, she didn't submit any of the personal documents she altered) Just saying.

After the evidentiary hearing concluded I was promised in fact we were all promised a transcript that would be uploaded to EFIS by October 18<sup>th</sup> at the latest. It is now November 3<sup>rd</sup>, by the time that you read this letter. It is a transcript that contains the words that prove Mrs. Krcmar admitted to experiencing and exploring and conducting alteration of documents. No matter what way they try to paint it, that doesn't look good at all.

What is upsetting the most is that you put your faith in a system that you think is going to work. You reach out to those parties in hopes that they see what you are going through . Imagine sending in document after document that clearly shows a party is in the wrong. Instead of get answers you get on demand policy changes. In fact, I believe Ameren changes their policies every time I submit a document. Why? Because they don't want to stand up and admit responsibility on this matter. Instead of doing the right thing, they would rather change the policy on demand to try and benefit them. I call it bad business.

I believe both parties are two worlds apart. While I'm looking for Ameren to do the right thing and restore services, due to an illegal disconnection of services and other instances such as my latest motion in denying me a CWR plan. They want money.

That is the only thing they care about. They don't care about the illegal disconnection they did, which forced me to expend money I don't have out of my pocket. They don't care about the broken payment agreement for May 22, 2023. They don't care that they failed to send a default letter as stated in the Staff report. They don't care that I was originally denied a cold weather rule payment plan or plan in general. They don't care that they really are payment arrangements and instead want them to be called "pending payment agreements." They want you to forget about those and instead paint the responsibility onto the consumer and still ask for money.

I'll simply ask Ameren even though I won't get a logical response back and it will be an excuse, why do their violations warrant them getting one cent from me upfront? I doubt they answer that, because ultimately it is greed that they are.

Why does violating a rule, regulation, tariff or State or Federal Statute warrant that the complaining party needs to make a payment? Especially when you've caused the party to expend more resources out of their savings to live?

Nobody should have to go through the torment that I have had to endure due to a selfish, greedy and as I call them a con artist company. They know what they are.

Look, they can call this last motion whatever they want, but the fact of the matter is I was denied a CWR payment plan on the initial phone call. There weren't any options presented. It took a complaint being filed with the AG's Office, on top of that a EFIS filing for a motion and a phone call to possibly file a new informal complaint. What did I get after that..

The excuse game. No responsibility what so ever. Excuses. Six hours later, after the original call I was offered a payment agreement. Only after I filed numerous complaints.

Now Ameren is making another excuse and lie up that I defaulted on a CWR payment that was in 2011, then switched to 2021. I called them out on 2011, because anything in 2011 was included in my BK filing. Then it got changed to 2021. The 2021 complaint dragged into 2022 because even their own representatives admitted that Ameren's system glitched on the billing of my account, three months. Essentially after it was rectified, by filing a AG complaint I was put back on a "special payment plan." Not a CWR.

Ameren wants to act like they are the victim, however, they are the manipulator and the liar. Just like when counsel brought up during the evidentiary hearing about a matter that I brought forward to the Commission about my deposit and billing. Essentially we came to mutual terms on the agreement, as during a recording they listened to I wasn't supposed to be billed and they billed me for it. Long story short Ameren and I agreed to settle and they agreed to drop one of the deposits payments on the account.

See respondents counsel doesn't want the real truth of this to come out. So instead he tries to paint Ameren as the Angel, but they aren't. My account has been plagued by many deceptive and misleading policies in which Ameren should be held responsible for, however, I doubt Ameren sent over those audio tapes to be played. Unless a PSC Staff member was sitting right next to them, I'm pretty sure they selected what they felt were the best audio recordings to send over.

I'll get back to the last part. Despite Ameren knows they failed and in clear violation of 20 CSR 4240-13.055, in which is why six hours later they offered a CWR.

However, if a regulatory liaison sends me a certified letter and clearly states that "there will be no further attempts to collect on this debt until the complaint proceedings are complete." Why should I have to make a payment when you clearly stated in a letter to me on October 30, 2023 that you are waiting for a complaint to be completed?

Would that contradict what was said in a letter? I believe it would, let me guess? She's going to deny the letter that she sent out?

I ask the Ameren Missouri, The Commission and the Honorable Judge Clark, why should I make a payment? It states on paper that there will be no attempts to collect on this debt until this matter is complete. Essentially in order to setup a CWR that I was originally denied, they want \$ [REDACTED] of the previous balance. The balance in a letter that they certified mailed that they specifically stated "there will be no further attempts to collect on this debt until the complaint is completed."

They are essentially making up their own rules as they go. I hope the Commission, Staff and the Honorable Judge Clark see what torment I have had to deal with from Ameren Missouri. This is the exact reason why this matter is before you all. Every document contradicts the other document. It's almost like they forget what they write on paper and pray that nobody reads them. Maybe it is me, but I take the time to read everything over carefully.

Ask yourself that question. If Ameren clearly stated in a letter that there would be no further attempts, why are they trying to collect monies upfront on something they wrote the complainant they wouldn't attempt to further collect on until the complaint was complete.

I'm asking the Commission and the Honorable Judge Clark to make a decision on this matter today November 3, 2023. Nobody should have to scramble and have a home and a house live off a generator and a backup system for six months and should be deprived of normal utility services, especially when the finger points to blame Ameren Missouri on this matter. I urgently ask the Commission and the Honorable Judge Clark to hand down decision on this matter today November 3, 2023.

Keep in mind, I still had one outstanding motion on the matter did Ameren commit a violation when they admitted to staff that they failed to deliver personal or first class mail a default notice. That hasn't been ruled on.

In addition, I strongly urge the Commission and the Honorable Judge Clark to rule on the matter of did Ameren Missouri violate 20 CSR 4240-13.055 CWR.

I don't believe Ameren deserves my money at this point for the following reasons. 1) They sent me a letter stating that there would be no further attempts to collect on this debt until the complaint proceedings are complete. 2) Them committing violations do not constitute me giving them a payment. If anything Ameren has caused me extended financial hardship and they should rethink their policies and search for better transparency and policy design, instead of on demand policies.

If it comes down to the matter of wanting a payment, I want assurance on the matter. I don't believe even if I was to make a payment to Ameren Missouri that they would restore my services. I believe they would ghost me on the matter, as they have done all along. Essentially they are offering me a payment agreement that was similar to the payment agreement of May 22, 2023. All this time of bickering back and forth demanding over \$ [REDACTED] and now we are down to them allowing me to pay 50%, which was essentially what the payment agreement of May 22, 2023 was, or as they state May 18, 2023, even though that May 18, 2023 payment agreement is nowhere to be found.

However, I don't believe Ameren has the intent to restore services. I believe they will bolt with any money I send. So I want assurance. I ask the Commission and the Honorable Judge

Clark if it does come down to a "payment" that I will make the exception, however Ameren needs to restore utility services first, then my accountant will gladly send a certified cashiers check in the amount overnight to Ameren Missouri. I'm willing to send that even though Ameren Missouri stated they wouldn't try to collect on a debt. I will gladly have my financial institution draft a cashiers check from my account and overnight it to them if they have services restored by no later than 5 pm on November 3, 2023. I will give them them the tracking information, etc . In good faith I will send the amount after services are restored.

I'm begging at the mercy of the Commission and the Honorable Judge Clark to make a ruling on this today November 3, 2023.

I appreciate everyones time.

Brett Felber