

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

BRETT FELBER, et al.

COMPLAINANT

VS.

CASE NO.: EC-2023-0395

UNION ELECTRIC COMPANY d/b/a AMERAN
MISSOURU

RESPONDENT

PRE-HEARING CONFERENCE, VOLUME V
PROCEEDINGS HELD BEFORE THE HONORABLE JOHN CLARK,
SENIOR REGULATORY LAW JUDGE,
ON SEPTEMBER 21, 2023 VIA ZOOM

APPEARANCES

On Behalf of Complainant:

Brett Felber, Complainant

On Behalf of Commission Staff:

Jeffery Keevil, Esquire
Kayla Kliethermes, Support Staff
Emily Walthers, Support Staff
Sarah Fontaine, Support Staff
Missouri Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102

On Behalf of the Respondent:

Eric Banks, Esquire
Banks Law
1824 Chouteau Avenue
St. Louis, Missouri 63103

Jermaine Grubbs, Esquire
Ameran Missouri
1901 Chouteau Avenue
St. Louis, Missouri 63103

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2 C O U R T ' S F I N D I N G S

3 THE COURT: Today's date is September 21, 2023 and the
4 current time is 2:00 p.m. This hearing is being - - well,
5 this pre hearing conference is being conducted via WebEx.
6 The commission has set aside this time today for a pre
7 hearing conference on the case captioned as Brett Felber
8 Complainant versus Union Electric Company, doing business
9 as Ameren, Missouri Respondent. And that is file number
10 EC-2023-0395. My name is John Clark. I'm the regulatory
11 law judge presiding over this matter today. We're going to
12 begin by asking the parties to enter their appearance for
13 the record. Mr. Felber, you're here and you're
14 representing yourself; correct?

15 MR. FELBER: Yes, Your Honor.

16 THE COURT: On behalf of the commission staff?

17 MR. KEEVIL: Yes, Judge, representing the commission
18 staff, Jeff Keevil. 200 Madison Street Jefferson City,
19 Missouri 65101.

20 THE COURT: Thank you, Mr. Keevil. On behalf of
21 Ameren Missouri? I believe you're still muted, Mr. Banks.

22 MR BANKS: Eric Kendall Banks, Banks Law, LLC. 1824
23 Chouteau Avenue in St. Louis, Missouri 63103.

24 THE COURT: Thank you, Mr. Banks.

25 MS. GRUBBS: And this is Jermaine Grubbs on behalf of

1 Ameren Missouri. My business address is 1901 Chouteau
2 Avenue, St. Louis, Missouri 63103. Thank you.

3 THE COURT: Thank you, Ms. Grubbs. While I don't see
4 anyone here, for the sake of the record, I'm going to ask
5 is there anyone here from the Office of the Public Council?
6 I hear nothing. Anyone I've missed? No. Okay. I set
7 this procedural conference after a series of filings by Mr.
8 Felber. And since we are now 15 days out from the hearing
9 in this case, I wanted to - - to address some of his more
10 recent pleadings. In regards to Mr. Felber's current
11 pleadings beyond the numerous requests for restoration of
12 services, there is a summary disposition motion, which
13 Ameren has filed a response to. Any ruling on that motion
14 will be contained in the commission's report and order for
15 this case. The other two motions I have from Mr. Felber
16 are a motion to compel and a motion to quash portions of
17 staff report. And it's unclear as to that. Now, it is
18 difficult, Mr. Felber, to ascertain your motion to compel
19 because at one point, in one of your pleadings, you state,
20 "I no longer need to compel any DRs from Ameren." So I do
21 not know, at this point, what it is you wish to compel.
22 Would you please explain it to me.

23 MR. FELBER: So, pretty much, that was to go ahead - -
24 shoot, sorry. That was pretty much sent to - - we had
25 agreed, at the last hearing, that he was going to give me

1 information regarding the subcontractor. Now, nothing with
2 the property damage was even mentioned. And I wanted
3 information off of that. I wanted information that they
4 were going to give that they can - - even though they're a
5 business, they don't have the right to utilize private
6 property or premises without authority from the other
7 authority. That field's owned by the Hazelwood School
8 District. So they would have had to obtain consent from
9 the district to utilize that private property. On top of
10 that, then, after that, if they thought it was a fraudulent
11 matter, when it came into a government agency - - sort is,
12 you know, when you can - - when somebody says you're
13 committing fraud, or anything of that, usually, it involves
14 the police or somebody of that nature. This was a way for
15 them to cover up themselves and cover up their track of
16 stuff. I already know the answer to it, because I've
17 already talked to the school district about it. They
18 haven't - - he doesn't want to give it. It's funny because
19 he wants to compel his stuff. He wants his stuff. But God
20 forbid if I want my something to be compelled. I don't get
21 it. I get a tirade on it. And yeah, I've - - I've led
22 tirades, and I haven't done it. Or, you know, but I've sat
23 through and did it. Just like, you know, in his response
24 of objections and everything, still talking about, you
25 know, you don't want me to talk about the past, but he's

1 allowed to bring up the past. So you know what I did? I
2 brought up the past. And I sent an email that my counsel
3 found on my server that shows that I sent Terri Engelbrecht
4 and Mr. Grubbs. I've - - I've been in contact with
5 these two for years. We've had multiple things on this
6 account, that have been multiple issues that have resulted
7 in my favor. But I just want that information. I just
8 want a yes or no out of them. That's really all I want. I
9 don't want him to sit there and say, I mean, okay. The - -
10 the utilization doesn't allow a subcontractor to not
11 legally be licensed. If he's a subcontractor and he's
12 driving his own vehicle out to the premises, as far as off
13 of it, not only is - - he's breaking state laws, but is he
14 licensed? How is he be - - is - - if s - - if something
15 has to happen, such as we have the property damage, who do
16 I sue? Do I sue Ameren or do I sue the subcontractor? Who
17 do I go on from there? Those are bu - - those are things
18 that are needed. So those are parts that I'm picking apart
19 from them to show that there was really no reason for them
20 to even be there. There was nothing. It was a vendetta to
21 go ahead and do things, such as same as in his exhibits
22 that he submitted to me. There's parts of his exhibit
23 that, for example, the payment on his exhibits that he
24 said, oh, well, we're not denying anybody. But then it
25 says right there, they're forcing anybody who's on there,

1 to pay \$4,000. So if my parents were called to say, you
2 know, we own the property today, and services need to be
3 restored, you're going to try to utilize that out of there,
4 based off your report. Even your report says, right there
5 in your exhibits 4,600, but then your - - your things to
6 the Attorney General, their story's not adding up. All I
7 want is a - - I'm more or less upset about everything
8 because it's not fair. It's not fair one bit. Here they
9 are, they're able to do this, this, this, this, this. I'm
10 forced to do this. But then after that, they don't have to
11 do any of it.

12 THE COURT: Well, I - - I can see your conundrum, and
13 in a large regard. But I've also had an opportunity to
14 read a number of your data requests, and a number of your
15 data requests or requests for admissions. And they're
16 problematic in the way that they're written, in that they
17 start out with such things - - and this is just - - this is
18 an example. "Please admit that, while illegally
19 disconnecting my service, you trespassed on my property, or
20 you had a subcontractor damage my property." They're - -
21 you're never going to get an answer to that kind of
22 question, because nobody is going to agree with the first
23 half. They cannot agree that they've illegally
24 disconnected you. And so, by starting with that premise,
25 rather than more narrowly tailing - - tailoring it - - when

1 we were here last time, I said to you, that you could ask
2 whether or not they had a subcontractor in your
3 neighborhood, on a particular day, in reference to services
4 being provided or not provided that your property. I
5 believe that would be a narrow tailoring of it. That is
6 what I - - I believe I allowed you to ask. So I think a
7 lot of yours go beyond that. Additionally, and I feel like
8 I have to step back and do this a lot. Certainly, Mr.
9 Banks has pointed out, the Commission is a body of limited
10 jurisdiction. And what that means is, we can only
11 determine those things that we're allowed to determine. In
12 other words, I can't, you know, the Commission cannot award
13 you damages. That's not something the Commission can do.
14 Other things the Commission cannot do, the Commission
15 cannot rule on the validity of a breach of contract claim.
16 However, I do agree that whether or not there was in fact
17 an agreement is an issue in this case. I've made some
18 notes. Let me see if I can get to those. You had, in one
19 of your - - here's - - here's what I see as currently being
20 the issues before the Commission. This is what I see as
21 that's - - what the Commission has jurisdiction over, if
22 you actually look at the statute, and I've mentioned this
23 before, is whether or not Ameren Missouri has violated a
24 Commission order, a Commission rule, a - - a tariff that
25 they have in effect, or a law that would be subject to the

1 Commission's interpretation. That's a fairly narrow band
2 along which we're looking at. So the questions that I had
3 made notes, whether or not you had a disputed amount. That
4 is a question that is before the Commission. Anything
5 surrounding the actual disconnection itself, whether or not
6 you received required notice, whether or not you applied
7 appropriately for a medical waiver, the agreement that I
8 mentioned earlier, whether or not you are a resident of the
9 subject property to which power was disconnected, because
10 that seems to be a matter of question, and finally, your
11 bankruptcy. You had indicated that certain matters were
12 discharged in that. Additionally, you had indicated
13 property damage. And while, in a - - in a sprinkly, civil
14 liability award sets, the Commission has no jurisdiction
15 over that, there is a possibility that it may infringe on
16 some Commission reward tariff, but I don't know. So I put
17 that down as a possible issue. What is it, at this point?
18 Because if you're - - if you're if you're wanting to make
19 claims that they have broken a state law, and the
20 Commission doesn't have jurisdiction over that state law,
21 then that's not something that the Commission is going to
22 rule on. If you are saying that they had to get the
23 permission of a school district before they were near or
24 around your property, that is not an issue over which the
25 Commission would have jurisdiction. So I think part of the

1 problem and part of your frustration, is you have a lot of
2 things going on at once. And it is hard for you to sort
3 out what the Commission is entitled to rule on and whatnot.

4 MR. FELBER: I really just want my electric turned on,
5 that's all I want.

6 THE COURT: Well, that's - - that's actually getting
7 to, kind of, my next question.

8 MR. FELBER: I just want - -

9 THE COURT: Let's - -

10 MR. FELBER: I want the electric turned back on.
11 That's all I want. I sent over a piece of paper that shows
12 everything. I invite the gentleman into an e - - in the
13 email to have a conference. You know, he doesn't want to
14 do that - - ghosted. I get ghosted on stuff. He brought
15 up something else a long time ago, about another thing - -
16 another case that didn't even pertain to mine, but then I
17 thought about bringing my thing in from last year, dealt
18 with Mrs. Engelbrecht for a long time. And every single
19 thing winds up, 100%, whether it's with Ms. Grubbs or
20 anything, where does - - where's the budging at? He
21 doesn't want to be - - the reason he doesn't want to have a
22 conference with the head honcho with (inaudible), because
23 they know they're on the wrong. But where's my
24 repercussion at? I have to continuously wait. Oh, hey,
25 Brett. Give us \$4,000 and we'll restore your services

1 while we're going through this. There's no common ground.
2 There's no common ground. They want to extort me out of
3 money that I've even clearly shown, for example, my July
4 bill. My July bill is being - - from this year, prime
5 example. If I can point out, I'm being charged winter
6 usage in the summer time, how does that physically possibly
7 happen? And they don't - - they don't take it on. It
8 shouldn't take a ruling to take something off like that.
9 It's unethical. As a business owner, it's deceptive. It's
10 deceiving. And it's fraud. I mean, it's some - - here's
11 the response back to the AG. Oh, this is what we did. We
12 - - we found what the error was, but you don't show
13 anything. You don't show anything. You have an exhibit
14 list that contradicts everything that they wrote. Oh,
15 well, we (inaudible) \$4,000. But on your exhibit list, it
16 says you want \$4,600 to restore - - restore services. Oh,
17 no, we're not denying anybody. But then your exhibit list,
18 anybody who tries to activate services needs to pay the - -
19 it's not a common ground. You're the only electric
20 provider in the area. And this is - - it's highway
21 robbery, Your Honor. I'm sorry if I'm pissed, but if I'm
22 sending everything in that shows the lining of the
23 (inaudible) and then I can send you an email correspondence
24 between - - it's not saying I'm harassing him or anything
25 that he wants to label. It's to go ahead and show proof.

1 I (inaudible) with this; okay? I'm aware - - I take pride
2 in everything. And I don't appreciate, you know, as much
3 as he's like point out to whatever, oh, this can be done or
4 whatever. He doesn't know it, because he doesn't even know
5 how to use a water - - utilize a watermark.

6 THE COURT: Well, you said an awful lot there. And
7 let's back up, kind of, to the very front of what you said.
8 And you say things and you write things as though they are
9 facts - -

10 MR. FELBER: They are.

11 THE COURT: - - that are really, to a large degree,
12 your opinion. And what - - an example of that, that you
13 just did, was you said, "They ghosted me, they wouldn't
14 talk to me because they knew they were in the wrong." That
15 is an assumption on your part. They may have had other
16 reasons that they did not want to engage with you over
17 this. They may be cognizant that there is a hearing coming
18 up in 17 days and they will be able to present their case
19 and you will be able to present yours. And they are far
20 enough down this road that they may not want to go in
21 another direction. They declined mediation earlier,
22 indicating that's not something - - what they wanted to do.
23 So they may not want to negotiate with you now. That's not
24 an admission by them that they are - - have done anything
25 wrong. So that is an example of something you've assumed.

1 MR. FELBER: Just like Gmail, just, you know, email
2 addresses and everything, Your Honor. I mean, come on.

3 THE COURT: We're - - we're going to talk about
4 specific evidence here in a little bit. Let's talk about
5 your two motions. So let's start with your motion to
6 compel. What, at this point, are you seeking?

7 MR. FELBER: At this point, nothing. I mean, I'm not
8 going to be able to be admitted nothing. If they want
9 \$4,000, I'll dig it out.

10 THE COURT: I didn't say that nothing would be
11 admitted. I did not say. I just wanted to know what the
12 other - -

13 MR. FELBER: I - - I got my two children that are
14 listening to the whole same thing. And even my kids can
15 point out the - - the frivolousness of this whole thing - -
16 the frivolousness of the whole thing. What's the point in
17 having a hearing, if you're going to go give - - no wonder
18 why they continue to and what they're doing. Because
19 nobody takes it. Shoot.

20 THE COURT: Okay, I'm going to write it down that you
21 have indicated you do not need any other DRs compelled at
22 this point, because - -

23 MR. FELBER: I just want my services turned on.
24 That's all I want. That's what I want. I've shown facts
25 and proof that they need to get out here and restore my

1 services. And if they're not ready to do it, I'm calling
2 the county. I'm done with this crap with you guys. This
3 is ridiculous. Ridiculous, 100%. I have never ever, in my
4 life, had this.

5 THE COURT: You have a motion to quash staffs report,
6 and in particular, you would indicated Exhibit - -

7 MR. FELBER: It's not fair to me.

8 THE COURT: Would you explain to me why you believe
9 staff's report should be quashed?

10 MR. FELBER: Why should it be quashed? They don't
11 admit - - well, it's frivolous, too. They're sitting there
12 saying well, we can't authenticate T-mobile's call logs.
13 Oh, and then we're going to get a piece of paper - - I love
14 it - - a piece of paper that says how SendGrid - - but I
15 can send you how SendGrid codes everything. They forgot to
16 put their email address in the coding. They forgot to put
17 - - oh, and I love how they say payment agreement. Payment
18 agreement on it. And Ameren says payment pending payment
19 agreement. There's nothing in there. It's coded in there
20 a different way. They don't have a software engineer
21 working on it.

22 THE COURT: Well, that's because - -

23 MR. FELBER: Those reports should be removed because
24 the staff did not investigate anything on the matter. This
25 has been a clear conscience pass for Ameren, Missouri.

1 Nothing in there should be - - my - -my call logs were
2 dismissed. Ameren doesn't have to submit a call log,
3 because they can deny it. It's a fact. You think T Mobile
4 just says okay, you called this day, that day. Cellular
5 records are more accurate than landline records or message
6 broadcast systems, because they accurately pinpoint the GPS
7 coordination of everything. But Ameren works in the whole
8 - - I have 26 years in the industry and Ameren seemed to
9 find it out in one day. Yep, and the PSC decided to figure
10 it out. They're - - the staff figured it out because T-
11 Mobile showing my account line number from the first
12 through what's-it-called day. Oh, there's inconsistencies
13 here. There's nothing inconsistent. It shows Ameren
14 didn't follow the protocol. It should all be - - it should
15 all be quashed, the whole thing. If it's inaccurate - -

16 THE COURT: Mr. Keevil, any response to the motion to
17 quash?

18 MR. KEEVIL: Yeah, just the motion to quash, when you
19 - - when you read it, and even what Mr. Felber just said,
20 relates to Ameren activities, not - - not Staff's
21 activities. What Staff's done and what Staff did in its
22 report was present some of the information we obtained from
23 Ameren, as well as some of the information obtained from
24 Mr. Felber and the attempts to - - attempts to draw a
25 conclusion based on that, but was unable to come to a final

1 conclusion because they're both so diametrically opposed to
2 one another. And pointing that out in the report and to
3 the Commission (inaudible) the Commission as the arbiter of
4 the facts in the law here. And because of that,
5 (inaudible). So what Staff has presented is evidence
6 obtained from - - from both sides. What Mr. Felber is
7 referring to is - - one thing that he's filed to quash was
8 something obtained from Ameren. The Commission, I mean,
9 the whole point of a hearing, is to hear the evidence from
10 both sides. And then for the Commission to determine, you
11 know, who's right. And that's what Staff's report
12 presents. You know, that's how we presented it. If you
13 read the report, it's clear that what Mr. Felber was
14 referring to is, I believe, a document obtained from
15 Ameren. It's not something that Staff just created
16 (inaudible). And both - - evidence from both sides needs
17 to be heard by the Commission. And that's what the report
18 does, it presents evidence for both sides. That Mr. Felber
19 doesn't agree with Ameren's evidence, I understand that.
20 And the extent - - for you - - arguing to the Commission
21 (inaudible) Ameren's evidence is not accurate. But as far
22 as quashing it, first of all, it's - - like I said, it's
23 really Ameren's document rather than Staff's. Because he's
24 referring to an attachment, not to the actual report. It
25 was from Ameren originally, and it was obtained by Staff, I

1 believe, in response to a data request. And simply no - -
2 no need or reason to quash it. It is what it is. So maybe
3 the fact that you disagree, I understand. But that doesn't
4 make it not something we obtained from the - - from one of
5 the parties in the case. And it addresses matters in the
6 case.

7 THE COURT: Okay. Thank you, Mr. Keevil. I'm going
8 to take that under advisement for now. But as of right
9 now, I'm not quashing anything. I want to move on now, to
10 see - - where am I? Is there - - well, I'll get to that in
11 a second. Let's - - before we move on to - - well, I
12 guess it's part of newly introduced evidence. Mr. Banks,
13 you indicated that Mr. Felber is seeking to introduce three
14 pieces of evidence beyond discovery cut off time; is that
15 correct?

16 MR. BANKS: Yes, Your Honor.

17 THE COURT: I believe those are two items from EFIS
18 filing 139 and one - - one from EFIS number 153; is that
19 correct?

20 MR. BANKS: Yes, Your Honor.

21 THE COURT: Let's talk about those. I think I've got
22 - - let me pull those up. And Mr. Felber, I'll have some
23 questions for you about these, too. So let's go to 139.
24 Let's start with the Ameren disconnect notice. And that is
25 the one with the W.

1 MR. FELBER: Yeah, so I think they're marked
2 (inaudible).

3 THE COURT: Yeah. That is to make sure that the logo
4 or anything cannot be transposed or transcribed or edited.
5 And your - - along with other water markings included,
6 usually water markings are invisible. However, I've
7 decided to include - - include them in their original
8 source. I don't know what that means. Would you please
9 explain that to me?

10 MR. FELBER: Water markings can be invisible or they
11 can be un invisible. It's all how they're prescribed.
12 Invisible, makes it usually, like, let's say somebody goes
13 into an email, or into a document - - let's say a picture,
14 for example. Let's say you have pictures taken, for
15 example, they're invisible. However, then, if you try to
16 produce the document, it will show up in the backing of
17 (inaudible). And it will show the trademark of that
18 company. So that way, you can't go in there and do that.
19 You can do invisible or un invisible. I've done them
20 before. I use contracts all the time, and I have it to
21 where it's set up either invisible or visible. I do, two -
22 - I - - I throw out about 300 contracts a day for
23 businesses, small businesses, government agencies, and
24 everything. And I've never once had a problem with it,
25 ever.

1 THE COURT: Now, so - - so you're telling me the W and
2 - -

3 MR. FELBER: I put that in there to go ahead and make
4 it to where they couldn't go in there and edit anything for
5 the spaces.

6 THE COURT: I - - I just want to know where the W came
7 from. Did you put that on - -

8 MR. FELBER: I use it for the water marking? W - -

9 THE COURT: Who - - was that - - was that an existing
10 watermark for Ameren? Or is that a watermark you added?

11 MR. FELBER: That is a watermark and I added. That
12 wasn't anything - - Ameren didn't add any watermarks to
13 their stuff. I added all of the watermarks into it, so
14 that way they couldn't be edited or anything and Ameren
15 can't do the same thing. Such as in the juris - -
16 affidavit that I had submitted over to all - - with the
17 payment agreement. I put my signature. I put myself under
18 oath for that and everything, to go ahead and do - - I do a
19 lot of that stuff to make - - any document, I say, for
20 about seven years. Even my tax returns, I do the same
21 thing. The IRS has never come onto me for it.

22 THE COURT: Well, the problem with that, and the
23 problem with the way you've done it here, is that you've
24 admitted that you were capable of modifying these
25 documents. And what you - - I'm not saying the documents

1 are modified beyond the watermark, I'm just saying that is
2 what that - - I'm not s - - I don't have an unaltered
3 document in front of me. And number two, I only have - -
4 because you only submitted page two of a two page document.

5 MR. FELBER: I submitted the front page with the
6 mailing - - the first one is mailing. I'm actually in the
7 process, from the Postal Service, of getting tracking on
8 that. Because first - - first class postage comes with the
9 tracking now.

10 THE COURT: Okay. Are you wanting to introduce this
11 document at the hearing?

12 MR. FELBER: At what point? I get it - - I get - -
13 (Talking over).

14 THE COURT: Do you plan to rely on this as evidence?

15 MR. FELBER: It is evidence. They've even got him - -
16 same thing with the payment agreement. I sent a payment
17 agreement in JPEG. I get some excuse that JPEG can't even
18 be - -

19 THE COURT: I'm not interested in what Ameren said.
20 I'm not interested in any of that. I'm interested in
21 having a conversation with you about this piece of
22 evidence. Mr. Bnks and Ameren are right. We are beyond
23 the discovery cut off. So while I tried to give due
24 process consideration, which means trying to be as fair to
25 you as possible, there has to be a reason to let this

1 evidence come in. And the only reason or the only way this
2 evidence would come in, is if you have an unaltered - -

3 MR. FELBER: I do.

4 THE COURT: Okay. Can you provide that to me?

5 MR. FELBER: Sure. I can provide as much as they
6 want. I mean, I could do this all day for them. If I'm -
7 - if I'm - -

8 THE COURT: I'm not asking you to do it all day. I'm
9 not asking you to do it piecemeal, one at a time. I'm
10 going to address one piece of evidence at a time of these
11 three pieces, starting with that one. So you have an
12 unaltered, un wa - -something you haven't added watermarks
13 to, that you could provide to Ameren.

14 MR. FELBER: Yeah. The thing about it - - the thing
15 about it as well, too, is I want assurance upon me
16 introducing that, they're going to restore my services
17 immediately. Why should I have to wait for an evidentiary
18 hearing? Why? Why?

19 THE COURT: Because this evidentiary hearing is where
20 evidence is actually presented.

21 MR. FELBER: (Talking over). So they're having me do
22 all this stuff, so that way they don't have to do the work;
23 correct? That's pretty much what it is, is I play the
24 puppet.

25 THE COURT: No, no, no, no, no. You're - - you're

1 actually - - you're coming at this from the wrong angle.

2 MR. FELBER: I'm not.

3 THE COURT: You are.

4 MR. FELBER: 120 - - how - - how many days - - 126
5 days of disconnected service. I've done and met every
6 single (talking over) - -

7 THE COURT: - - (talking over) piece of evidence. I
8 am really trying to - -

9 MR. FELBER: (Talking over).

10 THE COURT: I am trying to find an avenue for you to
11 be able to use or admit this piece of evidence. And you,
12 oddly enough, are actively fighting against that.

13 MR. FELBER: I am not fighting against - -

14 THE COURT: That was your choice.

15 MR. FELBER: I am not - - (inaudible) it shows on my
16 end.

17 THE COURT: I'm the judge here.

18 MR. FELBER: I know you are.

19 THE COURT: I will - -

20 MR. FELBER: (Talking over) more frustrating.

21 THE COURT: It can be. I absolutely know. I was an
22 attorney for many years.

23 MR. FELBER: I understand.

24 THE COURT: And I've been in front of a lot of judges,
25 and not all of them I have agreed with. But - -

1 MR. FELBER: Ask the last attorney that did the
2 (inaudible) stuff that happened here, and I got a consent
3 judgment and a (inaudible) because they want to argue, but
4 I'm not calling you that. But it's the whole point and
5 principle. I'm not an attorney. So my stuff is really - -
6 it's - - it's pretty much my word, because I don't use
7 state this, state that, state this, state this. That's all
8 it is. It's a game. 126 days of disconnected service, and
9 not one thing - - okay, I can submit - - I submitted a copy
10 from Twilio of the payment agreement. I believe - -

11 THE COURT: Let's move on to that.

12 MR. FELBER: Before we do that - -

13 THE COURT: No, I'm going to go ahead and - -

14 MR. FELBER: I want to talk about the transcript and
15 where Mr. Banks admitted that he had no other information
16 to send me.

17 THE COURT: That will be a - - we're going to stay
18 focused on one thing at a time. I want to stay on this
19 document for now. You indicated that she would provide
20 this document, an unaltered page one and page two of this
21 document to Ameren, only if they agree to immediately
22 restore services; is that correct?

23 MR. FELBER: Yeah, at the St. Louis County Police
24 Department.

25 THE COURT: So you will not agree to provide this

1 document under any other purpose?

2 MR. FELBER: If he's willing to meet the St. Louis
3 County Police Department.

4 THE COURT: Okay. You can seek to introduce this at
5 the hearing, but I think it will probably - -

6 MR. FELBER: Why - - why is it hard? He wants to
7 clear himself of anything that they want to clear their
8 name of, but why - - why is it - -

9 THE COURT: The next document, which I'm not going to
10 go into the name of, because it's 8977BC2C and it goes on.
11 And that appears to be a Gmail confirmation of payment
12 agreement.

13 MR. FELBER: (Talking over).

14 THE COURT: - - (talking over) with an affidavit of
15 some kind (inaudible) from the commonwealth of Texas.

16 MR. FELBER: Correct.

17 THE COURT: Collin County. Tell me what this is and
18 why that is important, because from what I see, the Jura
19 seems to be a notary. And the only thing I see that the
20 notary seems to confirm, is that you were Brett Felber. So
21 would you please clarify to me what this is, and why there
22 is a white - - why there's an attached notary. Please
23 explain.

24 MR. FELBER: I got - - attached a notary to go ahead
25 and show proof that it was a document; okay? Here's what I

1 did originally. If you look at the Staff report, I sent a
2 picture of a JPEG. That wasn't good enough. So go ahead
3 and send a document. That's not good enough. And you send
4 an altered document with a trademark. That's not good
5 enough. That's the document that was sent, that I used
6 with notarized.com. Yes, they looked at it. Mm-hm. When
7 I was sitting there trying to let him know, hey, this is -
8 - this - - this is to show proof. I've submitted copies of
9 the payment agreement, without - - in fact, Twilio's
10 agreement is without the watermark. So we're going to
11 argue that one, too? Are we going to say now, we want this
12 and this, too?

13 THE COURT: I'm not - - I'm not arguing about the
14 watermark, and don't get ahead.

15 MR. FELBER: The watermark's there for protection. So
16 that way, nobody can go in there and edit it.

17 THE COURT: I understand that. So let's - - let's get
18 back to this. So what you did was you printed this out,
19 and you submitted it to an online notary thing - -

20 MR. FELBER: Notarized.com is more than that.

21 THE COURT: What is it that they are doing here? What
22 is it that you are saying has been accomplished by this
23 notarization?

24 MR. FELBER: You want to know what it was used for?
25 It was used to file a civil complaint against the complaint

1 - - against the respondent. It was an affidavit of facts.
2 Shoot. I'm sorry, I'm also on a new blood pressure
3 medicine, that really - - you guys have done a great job
4 on. (Unintelligible) I'm ticked. I just want my service
5 turned on. That's all I want. We can move past all this
6 and we can go through the other stuff. And we can say,
7 Hey, Mr. Felber, you're entitled to it. But I have to
8 explain myself over and over again about what's this?
9 What's that? What's that? What's this? I explain it in
10 my detail.

11 THE COURT: Okay. You - - you've already submitted a
12 watermark, so we can see if it's altered, at any point, by
13 Ameren in the future; correct?

14 MR. FELBER: Yeah. You want to know what?

15 THE COURT: No, I don't want to know what. I want you
16 to answer my question. I want you to answer my question.
17 Is that correct?

18 MR. FELBER: If you want to while we're off, I can go
19 to the - - there's a - - there's a software program that
20 can verify the authenticity of the products too, that can
21 be utilized to make sure it's real. You want me to go
22 ahead and set up a conference call for that one day, and we
23 can sit down and we can go through that and decipher?

24 THE COURT: No, I do not want to do that.

25 MR. FELBER: It would eliminate all the other stuff.

1 THE COURT: Do you have, given that we can always
2 compare it to this one to see if it's been altered, do you
3 have an unaltered email of the payment agreement to you?

4 MR. FELBER: I've sent it to you guys, twice.

5 THE COURT: Okay.

6 MR. FELBER: I sent - - I sent one as a screenshot
7 JPEG. And then I sent one as a regular. And then we have
8 the Twilio agreement.

9 THE COURT: And they all have watermarks on them.

10 MR. FELBER: They all do.

11 THE COURT: Okay.

12 MR. FELBER: Are you - - are you telling me the EFIS
13 upload that I did - - Twilio - -

14 THE COURT: I'm not going to get into the Twilio.

15 MR. FELBER: - - watermarks?

16 THE COURT: We're going to get to Twilio. Have you
17 previously submitted this email - - I've seen the - - I've
18 seen this payment agreement before in the email shot on
19 your cell phone.

20 MR. FELBER: Correct.

21 THE COURT: Have you - - have you submitted an
22 unaltered version of this before? An unwatermarked
23 version?

24 MR. FELBER: Correct.

25 THE COURT: Is that the cell phone one?

1 MR. FELBER: Correct.

2 THE COURT: What about this one that is a print off?

3 MR. FELBER: I believe I have, I would just have to go
4 through my email and utilize it.

5 THE COURT: Okay. You have submitted and unaltered,
6 un unwatermarked version print off of this email before,
7 and it is highly likely that I will allow it with proper
8 foundation and subject to surviving any objections, for you
9 to use it.

10 MR. FELBER: Yeah.

11 THE COURT: All right, let's go on to the next item,
12 which I believe is EFIS item 153. Give me a second to
13 pull that up. And Mr. Banks, I appreciate that I haven't
14 given you an opportunity to respond yet, and I will.

15 MR. FELBER: Oh, don't worry. If this was an actual
16 court setting inside of civil court, I'd be more
17 professional, trust me. Oh, and don't think the Texas
18 thing or whatever the credit card suit is - - what's it
19 called? Because I re-filed that in St. Louis City.

20 THE COURT: I believe I said this before. I'm going
21 to reiterate again. It does not matter what (inaudible)
22 the jurisdiction. I do not care about outside actions.

23 MR. FELBER: Oh, I believe there's going to be a
24 (inaudible) order coming very, very soon outside of there,
25 if you guys aren't ready to - -

1 THE COURT: Okay. So I'm looking at this. This
2 appears to be the exact same thing this - - this 158 - -
3 this is the email - -

4 MR. FELBER: (Talking over).

5 THE COURT: This is as you - - yeah. This is, as you
6 indicated, an unwatermarked (inaudible). Where did you
7 obtain this from?

8 MR. FELBER: Twilio. I reached out - -

9 THE COURT: What is Twilio?

10 Mr. Felber: Twilio is the parent company of SendGrid.
11 SendGrid is a company who they use for API outsourcing
12 their indexing. So that - - that's the company that they
13 use right now, to go ahead and send their automated emails
14 out to them. There's a very fine process in which you have
15 to follow, to be able to get exact documents. I'm in the
16 communications industry. And in fact, technically compared
17 to other programs, it's a very lengthy process. But after
18 we had that one hearing where I had asked respondent's
19 counsel for copies of it, and he said he did not, I had
20 sent an email off to Twilio to go ahead and get everything.
21 And I told him everything surrounding the basis of
22 everything. And I was able to get it. Took months, but I
23 was able to get it. And that would be the automation form
24 that it would come in. And then on top of that, I even
25 sent over a copy of how to re - - I guess, contradict what

1 (inaudible). And - -

2 THE COURT: I - - sorry. I saw that. That was that -
3 - that was that packet, dynamic email templates. The
4 Twilio - - Twilio SendGrid Design Editor.

5 MR. FELBER: Correct, yes. So pretty much what
6 happened in that, I had pointed - -

7 THE COURT: You're wanting to use that as rebuttle;
8 correct?

9 MR. FELBER: I want to use that as proof, correct.
10 Because they - - in their coding, in the staff report where
11 they obtained their information, they didn't put their
12 email address into it, which it would have been coded in
13 there with their email address. That's to show Ameren just
14 put together something to make it look as if they followed.

15 THE COURT: When Twilio sent you this Gmail
16 confirmation of payment agreement, did they include any
17 other documentation such as here's a letter from Twilio,
18 Mr. Felber. Thank you for making your request. In
19 response to your request, please find attached, the
20 following Gmail.

21 MR. FELBER: I do.

22 THE COURT: They did send you something like that?

23 MR. FELBER: They did. However, again, I'm not going
24 to send it over if my services aren't going to be restored
25 immediately. I want assurance from him, Mr. Banks, that if

1 I send that over right now, he's going to restore my
2 services right - - immediately. Otherwise, I'm going to
3 use it in court as a breach.

4 THE COURT: Okay. Well, you may or may not get to use
5 it the hearing, which we'll see.

6 MR. FELBER: Exactly. I don't think there's going to
7 be an evidentiary hearing. I think it's going to be pulled
8 - - pulled along like it was this past one. And - - and
9 again, you're wanting me to send more and more stuff. But
10 this guy is allowed to not send me anything and you're - -
11 you're able to take his word for it.

12 THE COURT: I believe last time I said, absent - -
13 absent good reason to continue the hearing, it will not be
14 continued. It may - - you may just be evidentially
15 hampered a little bit if you're - - as I indicated in a
16 earlier conference, parties don't get to play hide the
17 ball.

18 MR. FELBER: I'm not - -

19 THE COURT: You are playing hide the ball, when you're
20 not allowing them to have all of the unedited evidence that
21 you plan to use.

22 MR. FELBER: So what if I - - okay, so I'm playing
23 hide the ball. But yet, in his report, he says he doesn't
24 have it.

25 THE COURT: In whose report?

1 MR. FELBER: I submitted when - - I submitted direct -
2 - a direct quote that he said (talking over) - -

3 THE COURT: (Talking over). You are asking for a copy
4 of the thing. They indicated that they did not have it.

5 MR. FELBER: So - - so my job is to go and get him a
6 copy of it too?

7 THE COURT: No. Your job is, if you - -

8 MR. FELBER: My job is to look out - - again, I'm just
9 counting the (inaudible). This is just - - do you
10 understand how pitiful this is? Do - - I mean, do you
11 agree with me on how pitiful this is? Mr. Felber, send
12 over a document that shows this. Okay, I sent you a
13 document that says this. No, we can't validate this one
14 because it's a screenshot. It's got their email address on
15 it. No, but yeah, Gmail just decided to send me the - -
16 Ameren's email address for the fun of it. They just
17 decided, oh, Mr. Felber, here you go, Do understand how
18 passive - - do you realize that - -

19 THE COURT: (Talking over.)

20 MR. FELBER: This isn't good on your guys end. I - -
21 What's the point of having the remainder of this, if I'm
22 going to be picked apart?

23 THE COURT: The same rules that apply to you, apply to
24 Ameren. I - - unless I would let Ameren show up and say,
25 by the way, here in my code, I have this new thing, with no

1 foundation, with nothing new, I would be asking the same
2 questions - -

3 MR. FELBER: Okay.

4 THE COURT: - - in regards to, you know, its
5 relevance, where it came from, why it should be believed.

6 MR. FELBER: Believed?

7 THE COURT: These are all legitimate questions. The
8 same evidentiary rules that apply to you, apply to Ameren.

9 MR. FELBER: Okay.

10 THE COURT: Ameren says that they don't have it, guess
11 what? You're entitled to say, hey, I will have it. And
12 that can be part of your argument. Which you're saying you
13 do have it, but I'm not going to show you the unaltered
14 version. That's what you're saying.

15 MR. FELBER: (Talking over) selfish, so why should I
16 continue sending that? Okay, if I send you a - - if I send
17 you a snapshot for my email that shows it unaltered,
18 without a watermark on it, that should be one and done,
19 instead (inaudible) - -

20 THE COURT: I am - - I am not collecting evidence.
21 We're talking about evidence that is going to be submitted
22 at a hearing.

23 MR. FELBER: Am I dreaming? I - - I mean, here, I - -
24 am I dreaming? Or - - or - - or what is it? I don't have
25 time to play these games, guys. I don't. I don't have

1 time to play the game. I've sent them copies of it, they
2 have copies of them, whether he wants to - -

3 THE COURT: I will be making a decision - - I will be
4 making a decision at the - - at the hearing, as to whether
5 it comes in and what is the appropriate way to begin.

6 MR. FELBER: Right. So let's - - let's go ahead and
7 write, you know? So Twilio has (inaudible). And we want
8 this - - this - - whose fault is it - -

9 THE COURT: (Talking over).

10 MR. FELBER: - - the records. It's not my fault.

11 THE COURT: That's correct.

12 MR. FELBER: You're letting a company - -

13 THE COURT: (Talking over.)

14 MR. FELBER: They're breaking the law. Yep.

15 THE COURT: When I'm talking, you should not be
16 talking.

17 MR. FELBER: I shouldn't be, but I'm - - I'm ticked.

18 THE COURT: You can be ticked, but that - - that
19 doesn't give you the right to talk over me.

20 MR. FELBER: No. But, you know what, at some point,
21 you have to stand up and realize that the facts of this
22 matter is they're getting away with everything. That's why
23 they're going to continue doing that. As long as you keep
24 on saying, hey, hey, this, this, this, this, when has
25 Ameren actually listened to somebody? When? When have

1 they?

2 THE COURT: You had - -

3 MR. FELBER: Right now - -

4 THE COURT: You had requested a hearing on the
5 restoration of service?

6 MR. FELBER: Yeah.

7 THE COURT: Right?

8 MR. FELBER: I want services restored. And I think
9 I'm - - I think I'm entitled to it because I've given them
10 the sufficient proof to show that; okay? I shouldn't have
11 to suffer. I shouldn't be forced to say oh, well, I have
12 to do this, this, this, this, this, this. I've done what
13 they wanted. They didn't have a copy of that.

14 THE COURT: What did you - -

15 MR. FELBER: - - punishment in every way for them to
16 continue keeping services off. I've done everything. Just
17 like, I mean, for example, what I submitted, because he
18 kept on bringing up the whole purpose of things of a
19 payment agreement. He (inaudible) response that he wanted
20 compelled, I had my attorney go through that. That's what
21 more or less I'm ticked off about, is because I have my
22 attorney go through my server. And then he sent us a hey,
23 Mr. Felber, Mrs. Engel Brecht and Ms. Grubbs, the parties
24 that you're using, here you go, here's the piece of paper.
25 I sent it to him. I sent him a copy of that. That's

1 unaltered. That shows the payment for - -

2 THE COURT: Is your attorney going to be entering his
3 appearance in this case?

4 MR. FELBER: Huh?

5 THE COURT: Is your attorney going to be entering his
6 appearance in this case?

7 MR. FELBER: If services aren't restored today, he is
8 going to be answering an appearance and have to deal with
9 the matter.

10 THE COURT: I am looking forward to receiving an entry
11 of appearance from your attorney. In the meantime, moving
12 on - -

13 MR. FELBER: I guarantee it ain't going to be that
14 way. Hold on, let me call him.

15 THE COURT: No, we're not going to do that during a
16 hearing. You're wanting to argue the immediate restoration
17 of your service. I'm giving you an opportunity to do that.
18 Instead, you want to bounce around and talk about all the
19 things, procedurally, that you believe Ameren has done.
20 But what I want to hear from you is why you think your
21 services should be immediately restored, and why the
22 Commission should order that, and why you believe the
23 Commission has the authority to order that.

24 MR. FELBER: Number one, the law - - the law doesn't
25 allow a business to decide and use deceiving practices to

1 keep services off. It doesn't allow a business to - -
2 businesses, they are ordered - - secretary of state records
3 for the full Commission rules and everything, it's right
4 there. I've pointed them out in earlier - - in earlier
5 filings, the Commission rules of everything. They fail to
6 honor the payment agreement, even in their agreement - -
7 okay, for example, I'll point it out again, because that's
8 what I have to do. In Staff report - - in Staff report, it
9 says if both parties cannot come to an agreement, you are
10 to pay the balance. This is something that they are not
11 even doing. So it would be re - - even if it would be half
12 the balance that would be due, which would be \$2,500,
13 regardless of whatever they're claiming; okay? Another
14 thing, if I can send over a copy - - first, again, st - -
15 Staff report and everything - - transcripts, where he says
16 we're trying to put an end to litigation on old items, like
17 these. Where? Mike's a freaking racehorse. Mike's a
18 corrupt justice piece of practice. You're telling me you
19 want to order new practices, and you agree with what the
20 Staff wants you to do to change - - to implement. But you
21 don't want to take your action prior to leaving, to file
22 response and do this report. You don't want to do this
23 report one bit, because you know you're on the wrong.
24 Those are things that get left out. I'm a person that
25 picks apart whatever is said, just like you. I pick it

1 apart. Same thing; okay? He sat there in the staff report
2 and said to me, to you, to everybody, to - - I don't have a
3 copy of this so I can't get it for you. So Mr. Felber goes
4 and gets a copy of it, sends it over, essentially showing
5 proof that Mr. Felber is in the right here. And instead,
6 Mr. Felber gets heckled for more crap. What more crap?
7 Oh, well, that's a screenshot. Oh, well, this is a copy
8 that shows this. Oh, well, this is from Twilio. He - - he
9 had his opportunity to go ahead - - he had his opportunity
10 to send me stuff. And he denied. There was no time limit
11 statute, or anything of that nature, that says I can't
12 introduce that at a later time, especially if he's saying
13 that he doesn't have documents. Then on top of that, this
14 grossly neglects - - it's abuse. It is abuse. It's 100%
15 abuse. You're trying to extort and coerce somebody, when
16 they have a payment agreement. All that I want is
17 something fair. That's all I'm asking for. It doesn't
18 have to be (inaudible). Instead, it's stubbornness. You
19 want to know why it's stubbornness? Because they've been
20 able to get away with it. Okay?

21 THE COURT: When you say - -

22 MR. FELBER: They're just being stubborn.

23 THE COURT: When you say you have newly discovered
24 evidence, or that you have received an actual copy - -

25 MR. FELBER: I did.

1 THE COURT: - - of the email.

2 MR. FELBER: Yeah.

3 THE COURT: It is past the discovery deadline, then it
4 is appropriate for me to inquire as to why it should be
5 allowed in.

6 MR. FELBER: (Talking over.)

7 THE COURT: But I'm going to assume that you've said
8 everything that you wanted to say in regard to arguments as
9 to why your service should be immediately restored. Mr.
10 Banks, did you want to respond to - - and let's - -

11 MR. FELBER: It's Ameren's negligence, Your Honor.
12 It's Ameren's negligence.

13 THE COURT: Mr. Banks - - it's Mr. Banks' turn to
14 respond.

15 MR. FELBER: Before I go, I want - -

16 THE COURT: Please give him the same respect that he's
17 given you, and let him speak.

18 MR. FELBER: Respect?

19 THE COURT: He has sat there quietly.

20 MR. FELBER: I just want one more thing that I have to
21 say. And then I'll give him that respect. You know what
22 the hardest part about things is? Having to sit there and
23 watch my daughter cry, having to watch my son cry. Because
24 they can look at things and they can see things that are
25 wrong. My daughter was emotionally attached to her

1 chameleon - - her chameleon. Now, while there's backup
2 power running to the premises, it died on her last week.
3 Do you know how hard it is? And then to put blame? And
4 then there's - - sit there and say, you know, should I have
5 just paid \$4,000 to be done with it and go from there?
6 That's hard. That's hard. But then when you send in a
7 compelling amount of evidence that shows different and then
8 you have to deal with the same stuff, that's hard. All I
9 want is a fair (inaudible). And I'm not getting it, Your
10 Honor. That's what I'm pretty much saying.

11 THE COURT: It's my job to see that you get a fair
12 hearing.

13 MR. FELBER: I'm not getting it at all. I've been put
14 on medications for this. I've been put on a couple
15 different medications because of it. And I'm not getting
16 it.

17 THE COURT: You are entitled to believe that. Now Mr.
18 Banks, I'm going to give you an opportunity to argue for
19 Ameren. Why don't we start - - why don't we move
20 backwards? So did you have anything to say, in regard to
21 the immediate - - request of a hearing to argue for the
22 immediate restoration of services? Do you have any
23 response you want to make to his argument in that regard?

24 MR. BANKS: Your Honor, Ameren Missouri will stand on
25 its pleadings that it has done nothing wrong. It has not

1 violated any applicable Missouri statutes or Commission
2 regulations - -

3 THE COURT: Okay. Now, in regards to the two items
4 you from - - and I read your response to those items. In
5 regards to the two items in EFIS 139, and the one item and
6 EFIS 153, what are your objections to that evidence?

7 MR. BANKS: (Inaudible), Your Honor.

8 THE COURT: And I guess - - I guess - - I guess the
9 question I have is, I understand that Ameren's position is
10 that - - and these are not terms - - these are not legal
11 terms of art, but I believe it is - - I believe it says an
12 agreement has - - oh, it's right here. A payment agreement
13 has been established for your Ameren Missouri account. In
14 order to activate the agreement, you have to pay this much.
15 Is - - setting aside whether or not there was, in fact, an
16 agreement that was either active or inactive, what is
17 Ameren's objection to this email coming in? Is Ameren
18 saying that they did not send a payment agreement? Or that
19 the - - that the terms here, as represented by Mr. Felber,
20 are incorrect? Or is it merely an evidentiary argument?

21 MR. BANKS: It's an evidentiary argument, Your Honor,
22 and also the terms named by Mr. Felber are incorrect.

23 THE COURT: When do you mean? I saw that you're - -
24 well, actually, what you're saying - - and if I'm correct,
25 is you're saying that the - - the 5-22 date is incorrect.

1 MR. BANKS: Yes, Your Honor. Per the voicemail
2 conversation that was provided to Staff in process data
3 request number two, dated May 18, 2024, the half payment of
4 \$2,500 should have been paid by Mr. Felber, before the
5 close of business on May 18. When that was not done, that
6 caused a disconnection.

7 THE COURT: Okay. Well, if you're presenting evidence
8 - - if you're going to be presenting evidence that the 5-22
9 date is incorrect, why is this not appropriate rebuttal
10 evidence? You don't have to tell me now. You can tell me
11 at the hearing but - -

12 MR. BANKS: I would prefer to tell you the hearing,
13 Your Honor.

14 THE COURT: Okay. All right. Moving on, that - - did
15 you have any other arguments you wanted to make, as to
16 either of the other two documents?

17 MR. BANKS: No, Your Honor.

18 THE COURT: Okay.

19 MR. FELBER: Your Honor, can I object something yet?

20 THE COURT: What are you objecting to?

21 MR. FELBER: A wav - - a wav file he submitted to me
22 in the exhibit.

23 THE COURT: I'm sorry, say that again.

24 MR. FELBER: The wav file that he - - that - - I
25 guess he's talking about this payment agreement.

1 Surrounding everything, the payment agreement.

2 THE COURT: Okay.

3 MR. FELBER: He submitted a wav file.

4 THE COURT: What was submitted?

5 MR. FELBER: The wav file that he submitted as an
6 exhibit. That was when we were supposed to have the
7 regular hearing - - or the evidentiary hearing back in
8 August that got - -

9 THE COURT: What - - what - - what is the - - what is
10 the contents of the wav file?

11 MR. FELBER: The contents of the wav file is - - as -
12 - is his claim of 5-18. Nowhere in that file, did anybody
13 say what date it was, the amount of - - the amount - - and
14 nobody said what date it was. How do you not know it
15 wasn't for - - 5-22? How do you not know wasn't for
16 whatever? It doesn't say what date it was.

17 MR. BANKS: It's time stamped, Your Honor.

18 THE COURT: I think - - I think those are excellent
19 arguments for you to make at the hearing.

20 MR. FELBER: There's no date on it.

21 THE COURT: I understand and I think that's a
22 reasonable question to ask whatever - - whoever their
23 witness is that is going to be introducing or foundational
24 for that piece of evidence.

25 MR. FELBER: And see for example, like on the - - on

1 the piece of paper, like how he's able to allow - - I don't
2 want to tell you until the hearing. Just say it. Get it
3 off your chest. Have a meeting with Twilio (inaudible)
4 counsel. That's all you have to do.

5 THE COURT: Okay. We have - - we have - - we're 15
6 days out on this evidentiary hearing. You have not
7 provided any new arguments as to - - you have not provided
8 new arguments as to why your service should be immediately
9 restored. What you have provided is things that,
10 additionally, you may or may not be able to use as evidence
11 at the hearing, and may or may not have evidentiary value
12 based on that. So I'm not going to ask the Commission to
13 order the immediate restoration of your services - -

14 MR. FELBER: Yeah - -

15 THE COURT: - - as we're this close to hearing. And
16 we're going to be hearing your arguments soon enough. THE
17 motion to quash the Staff report, I - - I agree with Staff
18 on. I am not going to order that that be quashed at all.
19 But not being as familiar with it, right now, I'm going to
20 keep that motion under advisement. And we'll address it at
21 any final report and order, as I indicated, I would do with
22 the summary determination. It appears, based upon my
23 discussions here today, that the three pieces of new
24 evidence that you wish to introduce at the hearing, their
25 admissibility or usage will be addressed at the hearing.

1 MR. FELBER: So pretty much gives them, again, it's
2 just giving them another advantage, Your Honor. That's
3 all enhanced - - this whole thing has been in for them, for
4 them, for them, for them. How much mon - - how much money
5 are they funneling to you guys?

6 THE COURT: It is my job to - -

7 MR. FELBER: I don't.

8 THE COURT: - - try as much for you. You have to
9 process rights, and you have the right to a fair hearing.
10 And it is my job to be sure you get a fair hearing. There
11 are a lot of things that you are saying that you are
12 frustrated that I will not consider now. But these are - -
13 these are absolutely, for great many of them, things that
14 you are entitled to argue, at a hearing.

15 MR. FELBER: Yeah.

16 THE COURT: But as I explained in our very, very first
17 - - when you submit all this stuff - -

18 MR. FELBER: I did.

19 THE COURT: This stuff does not have evidentiary value
20 until it is deemed to have it at a hearing. I - - I - - I
21 look at it. I take, you know, because there may be
22 something compelling that - - as - - as there was in this
23 time, that may require me to want to talk to the parties
24 about what it is and why it would or would not be fair to
25 allow something in. We have not made a lot of headway

1 today with that. I'm actually okay with that. So - -

2 MR. FELBER: Ask him where he wants his smart meter
3 delivered to him, so that way I can have another meter put
4 in.

5 THE COURT: I'm not going to be asking that. But
6 thank you.

7 MR. FELBER: Can I just - - can I take it out, please?
8 So that way I can have the other service that I'm having
9 put in there?

10 THE COURT: I am an attorney. I am not your attorney.
11 I am not going to give you legal advice. But I would
12 caution you against that because, as a previously
13 practicing criminal attorney, I do know that there are
14 charges that can be brought for tampering with utility
15 property.

16 MR. FELBER: I've never tampered with their property,
17 ever. They did the same - -

18 THE COURT: I wouldn't say you have, but when you say
19 - -

20 MR. FELBER: I don't like it when people say that. I
21 have no reason to tamper with their property. And in fact,
22 technically, by law, they don't own the property because
23 it's actually paid out of taxpayer dollars. It's actually
24 owned by North America. The links of those things, they're
25 owned by different companies. They're not owned by Ameren.

1 THE COURT: All I'm saying - - the only thing I'm
2 saying to you is - -

3 MR. FELBER: I have - -

4 THE COURT: - - to disconnect a meter and mail it
5 anywhere, I don't know what's going to happen. That's not
6 in my realm of knowledge.

7 MR. FELBER: Number one, I'm entitled to have services
8 put in the premises, whether - - if Ameren doesn't want it
9 or not. I have the right to have a general link hooked up
10 to it, to go ahead and be able to get sufficient power. I
11 lost my thing. I lost it. I have the right for that. All
12 I'm asking is if they want their meter back. Or is it
13 going to be one of those myriad things of where they, oh,
14 Mr. Felber, da da da da da da da, all this stuff, like
15 they've done with the kangaroo circus.

16 THE COURT: That's not something I'm prepared to
17 address at this pre hearing conference, as what happens to
18 the meter.

19 MR. FELBER: Right.

20 THE COURT: That is not something - -

21 MR. FELBER: So how many days does - - so how many
22 days does that put us out to, over 170? Or wait, that'll
23 put us over 200 by the time we get to the evidentiary
24 hearing. Then by that time, it will be November. And then
25 by that time, we'll - - we'll move on, we'll hear the whole

1 thing again. If I had a penny for every time I got an
2 excuse, I think I'd be a billionaire today. You know,
3 Google reviews are a great reviewing tool of source. I
4 think the Commission and you guys need to read every review
5 that's going on the Public Service Commission. And what
6 Ameren - - Ameren was just actually severely downgraded to
7 a NR from their friends at the BBB because of their billing
8 practices and everything. All - - huge list of I think
9 it's relevant to everything here, too, going on. Again, it
10 is what it is. It's factual information that was given to
11 me. He has nothing. All that it's allowing him to do is
12 extend the time and play the circus again. That's all - -
13 it's given him everything he's wanted; okay? He wanted a
14 November push out for a trial, which essentially pushing
15 back the evidentiary to October did the same thing; okay?
16 Even though he didn't get the medical hardship - -

17 MR. BANKS: Your Honor, we would have had this hearing
18 long time ago, if Mr. Felber would have complied with the
19 order - - complied with the motion to compel.

20 MR. FELBER: Oh, if Mr. Felber complies with the
21 order; right? Have you complied with anything that I've
22 tried to compel from you, sir? No.

23 THE COURT: I asked you today.

24 MR. FELBER: Yeah.

25 THE COURT: I asked you today.

1 MR. FELBER: We shouldn't have to ask. I shouldn't
2 have to ask for that. Just the bigger guy, he should have
3 sent it to me. He's a con artist.

4 THE COURT: Are there any other matters that need to
5 be addressed by the Commission at this time, Mr. Felber?

6 MR. FELBER: Well, I'm telling you right now, services
7 aren't restored by the end of the day to day, Monday, they
8 will be restored by the port. So have fun arguing with
9 yourself. I'm on my way down there right now to get a
10 piece of paper and an affidavit, and go from there. So if
11 it's not going to be turned on today by them, the Courts
12 are going to turn it on for me. So I will take my
13 attorney, and I will do the proper thing, and then go from
14 there. I'm done playing the circus shit and going from
15 there. I'm done with it. I'm done with it. I've been
16 fucked, and royally fucked. And sorry for everything that
17 I've said. But you know what? This is bullshit, 100%
18 bullshit.

19 THE COURT: If you do - - if you curse at the
20 evidentiary hearing, I think you will find yourself quickly
21 muted.

22 MR. FELBER: Now, rarely - -

23 THE COURT: Take that - - I will take that as there is
24 nothing else for the commission to address on your behalf
25 at this time.

1 MR. FELBER: (Talking over).

2 THE COURT: I'm done talking.

3 MR. FELBER: - - go 120 - - How would they like to go
4 123 days without electric?

5 THE COURT: Mr. Banks, is there any - -

6 MR. FELBER: How would you like it? Huh? How would
7 you like to go - - would you like how would you like it if
8 - -

9 MR. BANKS: Well, I'm paying my bills.

10 MR. FELBER: I do pay my - -

11 THE COURT: This is not going to happen. This is not
12 an argument that I want to engage in. Mr. Banks, is there
13 - -

14 MR. FELBER: Turn my service on, Mr. Banks.

15 THE COURT: Is there - -

16 MR. FELBER: Do the right thing. How about - - how
17 about we do this? How about we do this for you, to clear
18 everything up? How about we take the email agreements and
19 everything down to St. Louis County, me and you schedule a
20 time to meet up with St. Louis County. We take it all down
21 there. We talked with Twilio at the same time and we see
22 who's right. Time to put your money where your mouth is,
23 buddy. Here you go.

24 THE COURT: Mr. Banks, on behalf of Ameren Missouri,
25 are there any other issues with the Commission needs to

1 address at this time?

2 MR. BANKS. No. Thank you, Your Honor.

3 THE COURT: Mr. Keevil, on behalf of the Staff of the
4 Commission, are there any other - - is there anything that
5 the Commission needs to address at this time?

6 MR. KEEVIL: Not that I know of, Judge.

7 THE COURT: All right. Hearing nothing that needs to
8 be addressed at this time, I'd like to thank everyone for
9 their time. Mr. Felber, I'm sorry, your blood pressure's
10 up. I hope - -

11 MR. FELBER: Well, by not getting screwed over
12 royally. That's what it is. When you're allowing them to
13 be the perennial winner before everything, and the whole
14 thing has been addressed as them, it's great to know. It's
15 great to know that you guys are working on behalf of
16 Ameren. Might as well just wear a suit for Ameren and say,
17 hey, I'm Ameren. Can I tell you something else too, as
18 well, too? I'm going to let you in on a little insight
19 secret. You know what's going on with (inaudible).

20 THE COURT: This pre hearing conference - -

21 MR. FELBER: That's about the same thing that's about
22 ready to happen with Ameren, with (inaudible). Yep. But
23 anyway, you know, besides (talking over) - -

24 THE COURT: - - (talking over) this hearing at this
25 time, and we will go off the record.

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(OFF THE RECORD)

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CERTIFICATE

STATE OF ARKANSAS)

)ss

COUNTY OF UNION)

I, Savanna Toombs, Certified Court Reporter and Notary Public, do hereby certify that the foregoing proceedings on pages 1 through 54 are true; and that the foregoing proceedings were recorded verbatim through the use of the Stenomask and thereafter transcribed by me or under my direct supervision to the best of my ability, taken at the time and place set out on the caption hereto.

I FURTHER CERTIFY that I am neither counsel for, related to, nor employed by any of the parties to the action in which these proceedings were taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially interested, or otherwise, in the outcome of this action.

WITNESS MY HAND AND SEAL this 15th day of October, 2022.

Savanna Toombs



Certified Court Reporter 860



My Commission Expires: March 11, 2026

<p style="text-align: center;">\$</p> <hr/> <p>\$2,500 38:12 43:4</p> <p>\$4,000 8:1 11:25 12:15 14:9 41:5</p> <p>\$4,600 12:16</p> <hr/> <p style="text-align: center;">-</p> <hr/> <p>-my 16:1</p> <p>-something 22:12</p> <hr/> <p style="text-align: center;">1</p> <hr/> <p>100% 11:19 15:3 39:14 50:17</p> <p>120 23:4 51:3</p> <p>123 51:4</p> <p>126 23:4 24:8</p> <p>139 18:18,23 42:5</p> <p>15 5:8 45:5</p> <p>153 18:18 29:12 42:6</p> <p>158 30:2</p> <p>17 13:18</p> <p>170 48:22</p> <p>18 43:3,5</p> <p>1824 4:22</p> <p>1901 5:1</p> <hr/> <p style="text-align: center;">2</p> <hr/> <p>200 4:18 48:23</p> <p>2023 4:3</p> <p>2024 43:3</p> <p>21 4:3</p> <p>26 16:8</p>	<p>2:00 4:4</p> <hr/> <p style="text-align: center;">3</p> <hr/> <p>300 19:22</p> <hr/> <p style="text-align: center;">4</p> <hr/> <p>4,600 8:5</p> <hr/> <p style="text-align: center;">5</p> <hr/> <p>5-18 44:12</p> <p>5-22 42:25 43:8 44:15</p> <hr/> <p style="text-align: center;">6</p> <hr/> <p>63103 4:23 5:2</p> <p>65101 4:19</p> <hr/> <p style="text-align: center;">8</p> <hr/> <p>8977BC2C 25:10</p> <hr/> <p style="text-align: center;">A</p> <hr/> <p>absent 32:12,13</p> <p>absolutely 23:21 46:13</p> <p>abuse 39:14,15</p> <p>accomplished 26:22</p> <p>account 7:6 16:11 42:13</p> <p>accurate 16:5 17:21</p> <p>accurately 16:6</p> <p>action 38:21</p> <p>actions 29:22</p>	<p>activate 12:18 42:14</p> <p>active 42:16</p> <p>actively 23:12</p> <p>activities 16:20,21</p> <p>actual 10:5 17:24 29:15 39:24</p> <p>add 20:12</p> <p>added 20:10,11,13 22:12</p> <p>adding 8:6</p> <p>additionally 9:7 10:12 45:10</p> <p>address 5:1,9 15:16 22:10 31:12,13 33:14,16 45:20 48:17 50:24 52:1,5</p> <p>addressed 45:25 50:5 52:8,14</p> <p>addresses 14:2 18:5</p> <p>admissibility 45:25</p> <p>admission 13:24</p> <p>admissions 8:15</p> <p>admit 8:18 15:11 23:11</p> <p>admitted 14:8,11 20:24 24:15</p> <p>advantage 46:2</p> <p>advice 47:11</p> <p>advisement 18:8 45:20</p> <p>affidavit 20:16 25:14 27:1 50:10</p> <p>AG 12:11</p> <p>agencies 19:23</p>	<p>agency 6:11</p> <p>agree 8:22,23 9:16 17:19 24:21,25 33:11 38:19 45:17</p> <p>agreed 5:25 23:25</p> <p>agreement 9:17 10:7 15:17,18,19 20:17 21:16,17 24:10 25:12 26:9, 10 28:3,8,18 31:16 36:19 38:6, 9 39:16 42:12,14, 16,18 43:25 44:1</p> <p>agreements 51:18</p> <p>ahead 5:23 7:21 12:25 20:3,18 24:13 25:24 26:2, 14 27:22 30:13,20 35:6 39:9 48:10</p> <p>ain't 37:13</p> <p>allowed 7:1 9:6,11 32:10 40:5</p> <p>allowing 32:20 49:11 52:12</p> <p>altered 26:4 27:12 28:2</p> <p>Ameren 4:9,21 5:1,13,20 7:16 9:23 15:18,25 16:2,7,8,13,20,23 17:8,15,25 18:24 20:10,12,14 21:19,22 22:13 24:21 27:13 31:13 33:24 34:8,10 35:25 37:19 41:19,24 42:13,17 47:25 48:8 49:6 51:24 52:16,17,22</p> <p>Ameren's 42:9</p> <p>Ameren's 17:19, 21,23 33:16</p>
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