

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

BRETT FELBER,
Complainant,

VS.

UNION ELECTRIC COMPANY
D/B/A AMEREN MISSOURI
Respondent

October 6, 2023

File No: EC-2023-0395

Volume VI

(Starting time of Hearing 9:00 a.m.)

John T. Clark, Presiding
Senior Regulatory Law Judge

I N D E X

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

PAGE

WELCOME BY JUDGE CLARK..... 5

INTRODUCTIONS..... 6

OPENING REMARKS..... 6

TESTIMONY ON BEHALF OF BRETT FELBER By BRETT FELBER:

WITNESS:

Brett Felber..... 27

Morgan Felber..... 217

Dylan Felber..... 228

Lisa Lambert..... 235

CROSS EXAMINATION BY JUDGE CLARK

Brett Felber..... 202

CROSS EXAMINATION By Mr. Keevil

Morgan Felber..... 226

Lisa Lambert..... 246

CROSS EXAMINATION By Mr. Banks:

Brett Felber..... 100

CROSS EXAMINATION By Mr. Keevil

Brett Felber..... 198

DIRECT EXAMINATION by Mr. Banks:

Aubrey Krcmar..... 249

In-Camera Mode begins..... 113

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE PUBLIC SERVICE COMMISSION,

STATE OF MISSOURI

BRETT FELBER,)
 Complainant,)
 Vs.) Case No. EC-2023-0395
 UNION ELECTRIC COMPANY,)
 RESPONDENT.)

BE IT REMEMBERED that the proceedings herein reported were held on OCTOBER 6th, 2023, between the hours of 9:00 in the forenoon and 5:31 in the evening of that Day, via WebEx before Angie R. Kelly, a Certified Shorthand Reporter, Certified Court Reporter, and a Notary Public within and for The State of Missouri, in a certain cause now pending Before the Public Service Commission, State of Missouri, wherein BRETT FELBER is the COMPLAINANT, and UNION ELECTRIC COMPANY, is the RESPONDENT, and the following proceedings were had:

A P P E A R A N C E S

FOR THE COMPLAINANT: (VIA WEBEX)

Brett Felber, Pro Se
316 Sonderen Street
O'Fallon, Missouri 63366
Ddtpgcorp@gmail.com

FOR UNION ELECTRIC COMPANY: (VIA WEBEX)

ERIC K. BANKS, Esq.
Banks Law
1824 Chouteau Avenue
Saint Louis, Missouri 63103
(314) 583-7075
Ericbanks@banksllc.com

JERMAINE GRUBBS, ESQ (VIA WEBEX)
Corporate Counsel, Ameren Missouri
1901 Choteau Avenue
Saint Louis, Missouri 63101
(314) 554-2041

FOR THE STAFF, (VIA WEBEX)
Missouri Public Service Commission:

JEFF KEEVIL, ESQ.
Department of Economic Development
200 Madison Street, Suite 800, PO Box 360
Jefferson City, Missouri 65102-0360
Staffcounsel@psc.mo.gov
Jeff.keevil@psc.mo.gov

Court Reporter:

Angela R. Kelly, CSR, CCR
Missouri CCR # 1010
Illinois CSR # 084004498
Lexitas Litigation Services
711 North 11th Street
Saint Louis, Missouri 63101
(314) 644-2191 (telephone)
1-800-280-3376 (toll free)

1 JUDGE CLARK: Okay. My clock reads 9:00.
2 Let's go on the record. Good morning. Today is
3 October 6th, 2023 and the current time is 9:00 AM.
4 The Commission has set aside this time for a Webex
5 evidentiary hearing today in the matter of Brett
6 Felber, complainant versus Union Electric Company
7 doing business as Ameren Missouri respondent and
8 this is file number EC 2023-0395.

9 My name is John Clark. I'm the regulatory
10 law judge presiding over this hearing today. At
11 this time, I'm going to ask council for the parties
12 to enter their appearance for the record, starting
13 with Mr. Felber. Mr. Felber, you're not council,
14 but you are representing yourself, Is that correct?

15 MR. FELBER: Yes, Your Honor.

16 JUDGE CLARK: Thank you, Mr. Felber, so
17 Mr. Felber, pro se, on behalf of Ameren Missouri.

18 MR. BANKS: Kendall Banks, Banks Law, LLC,
19 1824 Choteau Avenue, St. Louis, Missouri 63103

20 JUDGE CLARK: Thank you, Mr. Banks. Is
21 there anybody else on behalf of Amron Missouri
22 today?

23 MS. GRUBBS: Yes, this is Jermaine Grubbs
24 on behalf of Ameren Missouri. My business address
25 is 19 -- pardon me, I think there's some feedback.

1 JUDGE CLARK: Let's see if I can reduce
2 that a little. Try again please. Okay, I'm not
3 picking you up at all now. Ms. Grubb, I'm afraid
4 you're still muted, matter fact, it appears that
5 everybody's.

6 MS. GRUBBS: Alright, I'm sorry, I was
7 just trying to give my business address, 1901
8 Choteau Avenue in Saint Louis.

9 JUDGE CLARK: Thank you, Miss Grubbs, on
10 behalf of the Commission staff.

11 MR. KEEVIL: Yes, Judge Jeff Keevil,
12 appearing on the staff of the Commission, 200
13 Madison Street, P.O. Box 360, Jeff City, Missouri
14 65102.

15 JUDGE CLARK: Thank you, Mr. Keevil.
16 Anybody on behalf of the Office of the Public
17 Council? Okay, I hear no one. Let's go over
18 preliminary matters. There are a couple of things
19 that I wanted to go over, and then the parties may
20 have some things they want to address.

21 I noticed in Mr. Felber's filing yesterday
22 that he indicated some concerns over the issue of
23 property damage and over the issue of the, what he's
24 calling the unauthorized use of his credit cards,
25 for lack of a better term, and Mr. Felber indicated

1 that he believed that those issues were removed from
2 this complaint. I believe to clarify what I
3 indicated was that in regards to the property damage
4 that the Commission could not award him monetary
5 damages in regards to that, but to the extent that
6 they would, and I'm not saying it is or isn't, but
7 to the extent that that would be a violation of the
8 Commission rules, Commission order or et cetera, the
9 Commission would be able to hear it, at least to
10 that extent. And the same way with the unauthorized
11 credit card use, that is not something which the
12 Commission has jurisdiction over what would be
13 criminal or civil liability statutes in regards to
14 that. But to the extent that that would be a
15 violation of any Commission rule, order, tariff or
16 rule subject to the Commissions interpretation. The
17 Commission heard in regards to that. So Mr. Felder,
18 I'm going to ask you because this is your complaint,
19 are those issues in regards to the property damage
20 and the unauthorized credit card use, are those
21 issues that you want to the Commission to address to
22 the extent that they might be a violation of the
23 commissions-- a violation under which the Commission
24 would have?

25 MR. FELBER: Correct, if you want to do

1 that, that's perfectly fine. The credit card -- the
2 credit card actual amount and everything is actually
3 in litigation and a police report was filed. I
4 actually have a case number, so I'm not going to
5 discuss anything with the credit card, and I
6 remember when we were talking about before a couple
7 months ago, you know, whether it was in suit or
8 whatever, it's in lawsuit, I haven't had the
9 paperwork served to Mr. Banks. I'm surprised they
10 even threw it in there. It was not, it was three
11 hearings ago that we discussed that, because I had
12 said hey this is in lawsuit, there was another
13 lawsuit that was filed, and my bank, due to the
14 amount, they filed a police report the other day.
15 So eventually the police will be talking with Ameren
16 about that and I'm not going to discuss that, and he
17 should have known that from the beginning. The
18 property damage, there was a picture of the fence,
19 that's what I posted, because that was what the
20 damage was.

21 JUDGE CLARK: Are you wanting the
22 Commission to consider either of those in the regard
23 that they might be a violation?

24 MR. FELBER: For violation purposes, sure
25 Okay, and that may necessitate you talking about

1 those, and we'll address that when we get to it,
2 right.

3 JUDGE CLARK: At this point right now, I'm
4 going to say I've noticed we've been joined by the
5 chairman of Commission, Chairman Rupp, I believe we
6 also have present as I've indicated before off the
7 record Maida Coleman, Commissioner and Commissioner
8 Kayla Hahn, do we have other commissioners on at
9 this point?

10 COMMISSIONER KOLKMEYER: Just Commissioner
11 Kolkmeier.

12 JUDGE CLARK: And we have Commissioner
13 Glen Kolkmeier on. Well, good morning,
14 Commissioners

15 Commissioner KOLKMEYER: Good morning,
16 Judge.

17 JUDGE CLARK: Alright, in regards to the,
18 just to go over briefly what the scope of Commission
19 complaints are, so everybody knows, according to
20 386390 of the Revised Statutes of Missouri, a
21 complaint in regards to a Commission violation
22 involves any alleged violation of any provision of
23 law subject to the Commission's authority, any rule
24 promulgated by the Commission of any utility, tariff
25 or of any order or decision of the Commission. So

1 those are the things that constitute a violation of,
2 or those are the things over which the Commission
3 would have jurisdiction in this case.

4 Now, at some point we will have a court
5 reporter as I indicated before. At that point, it's
6 my intention to take regular breaks, either as the,
7 as the court reporter needs it or as, as the parties
8 may need, I do intend, I foresee this going on for
9 most of the day. I do intend to take a lunch break
10 for approximately an hour, as close to noon as is
11 necessary. Now there are a couple of pending
12 motions, Mr. Felber had filed a motion yesterday for
13 restoration of his utility services prior to the
14 utility -- or prior to today's hearing since that
15 was filed yesterday evening, the Commission did not
16 consider that, that time and it is my intention to
17 treat that as a standing request and I will take it
18 with this case.

19 I want to go over briefly so that we all
20 understand what the issues are that are being
21 addressed today because there seemed to be some
22 confusion as to that. Now, Mr. Felber, my
23 understanding is that you want to address whether
24 the -- whether Ameren disconnected --whether Ameren
25 disconnecting your service was a violation; is that

1 correct?

2 MR. FELBER: Yes, Your Honor.

3 JUDGE CLARK: Whether you received proper
4 notice of that disconnection?

5 MR. FELBER: Correct, Your Honor.

6 JUDGE CLARK: Whether the payment
7 agreement would be a violation and the way that was
8 handled; Is that correct?

9 MR. FELBER: Correct, Your Honor.

10 JUDGE CLARK: Whether or not a medical
11 hardship should have been granted, is that an issue
12 as well?

13 MR. FELBER: Correct, Your Honor.

14 JUDGE CLARK: Whether or not -- hold on
15 just a second, I'm taking some notes. Whether or
16 not any amount of the pending arrearage should have
17 been covered by a bankruptcy discharge; is that
18 correct?

19 MR. FELBER: Correct, Your Honor.

20 JUDGE CLARK: The previously mentioned
21 property damage and credit card?

22 MR. FELBER: Correct.

23 JUDGE CLARK: Is there anything I've
24 missed?

25 MR. FELBER: That's pretty much it.

1 JUDGE CLARK: Okay, so those are the
2 alleged violations that this hearing will be
3 addressing today. Are there any other pending
4 motions that I have not addressed at this point?

5 MR. FELBER: No, Your Honor.

6 MR. &: I hear none. Let's talk about
7 witnesses and order of questioning, because that is
8 not something that was resolved prior to this, Mr.
9 Felber, looks like you have three witnesses, four if
10 you include yourself; is that correct?

11 MR. FELBER: Correct, Your Honor.

12 JUDGE CLARK: Ameren, I don't have in
13 front of me immediately available, how many
14 witnesses do you have today?

15 MR. BANKS: One, Your Honor.

16 JUDGE CLARK: I'm sorry?

17 MR. BANKS: One, Your Honor.

18 JUDGE CLARK: One?

19 MR. BANKS: Yes, Your Honor.

20 JUDGE CLARK: And the staff of the
21 Commission, how many witnesses do you have today?

22 MR. KEEVIL: One Judge, to be a Miss Sara
23 Fontaine (ph).

24 JUDGE CLARK: Now as far as the order of
25 questioning. Mr. Felber, you bear the burden in

1 this case, so you will be presenting your case
2 first, in regard to who is questioning Mr. Felber's
3 witnesses, it would seem logical to allow Ameren to
4 question Mr. Felber's witnesses first, followed by
5 staff; is there any objection to that?

6 MR. KEEVIL: No, Your Honor.

7 MR. BANKS: No, Your Honor.

8 JUDGE CLARK: Thank you. In regards to
9 Ameren's witnesses, it would seem logical to allow
10 Mr. Felber to question first, followed by staff. Is
11 there any objection to that order of questioning for
12 Ameren's witnesses?

13 MR. FELBER: No, Your Honor.

14 MR. KEEVIL: Judge, one question, I assume
15 Ameren's witnesses would be going after Mr. Felber's
16 witnesses?

17 JUDGE CLARK: That is correct.

18 MR. KEEVIL: Okay, thank you.

19 JUDGE CLARK: And my intention was to call
20 Mr. -- Mr. Felber since he's presenting his case
21 first, since his case is against Ameren, Ameren
22 would go second, and then staff would present it's
23 witness last.

24 MR. KEEVIL: Thank you, Judge.

25 JUDGE CLARK: In regards to staff's

1 witness, Mr. Felber, this is your complaint. Do you
2 want to ask questions of staff witness first or
3 second.

4 MR. FELBER: Second.

5 JUDGE CLARK: Any objection from Ameren?

6 MR. BANKS: No, Your Honor.

7 JUDGE CLARK: If at any time I get these
8 confused, I have taken them down, but if at any time
9 I call the wrong party to question witnesses, please
10 try and apprise me.

11 Now there is a lot of confidential
12 information in this case and Commission Rule 20 CSR
13 4240-2.135 under that customer specific information
14 is generally confidential, however, it's going to be
15 impossible to talk about this case without talking
16 about some of your bills, shut off notices, other
17 things. You are the holder of your information, Mr.
18 Felder. I would like to as much as possible, try
19 and keep phone numbers and addresses out of this.
20 So if -- if it becomes necessary for those of -- us
21 to talk about those items specifically, I would like
22 to go in camera to do so. Otherwise, I think it
23 would be sufficient to refer to the address in
24 question that the disconnection occurred to at the
25 Florissant address, I think that should be

1 sufficient. I think we could also refer to that as
2 either the subject property or the property where
3 the disconnection was caused.

4 Mr. Felber, do you have any objection to
5 since, since you are the holder of your information,
6 do you have any objection to discussing amounts that
7 would be billed and, and information relating to the
8 notices and disconnection?

9 MR. FELBER: I have no objection to that,
10 as long as you know, important information like
11 Social Security numbers are not involved.

12 JUDGE CLARK: Absolutely, if we're getting
13 into any information which you believe ought to be
14 handled in camera, please let me know. That goes
15 for any of the parties as to anything that you talk
16 about, I'm going to deem you as having waived the
17 confidentiality of that information, okay?

18 MR. FELBER: Yes, Your Honor.

19 JUDGE CLARK: Okay, And finally, let me
20 stretch my memory here, there was one other thing
21 that I wanted to discuss, and I may not be able to
22 grasp it, so bear with me just a second. I can't
23 think of it right now, but maybe it will occur to
24 me. I'm going to allow each of the parties to make
25 a brief opening statement oh, and it did just occur

1 to me. Because of some of the difficulties we had
2 at the last prehearing conference with some
3 profanity that probably should not have been used,
4 normally this would be broadcast live via the
5 commission's website, what we're doing as I
6 indicated now as this is being recorded, in case we
7 need to redact any foul language, this -- this
8 hearing will be posted to the Commission's website
9 after the hearing.

10 As I indicated I'm going to allow each of
11 the parties to make a brief opening statement. An
12 opening statement is not a complete list of every
13 evident --every piece of evidence with every nuance.
14 It is a summary of what the evidence of what your
15 claim is or defense is and what it is that you
16 believe the evidence will demonstrate or show to the
17 Commission. So these are brief opening statements.
18 You will have an opportunity during your case in
19 chief to present your specific evidence in more
20 granular detail.

21 Um, it is not my intention right now, that
22 may change, but it is not my intention now to order
23 briefs after this hearing. I am of the opinion, at
24 least to a large degree, Mr. Felber has been without
25 power for a fair amount of time now, and it is my

1 belief that in this case, justice delayed is
2 essentially justice denied. So unless an issue
3 becomes apparently complicated enough that I would
4 ask the parties to brief it, I do not intend to
5 order briefs at this time. What I may do in lieu
6 thereof is allow the parties to make a closing
7 statement where they may bring things to my
8 attention that they believe the Commission should
9 take special note of; is that understood?

10 MR. FELBER: Yes, Your Honor.

11 JUDGE CLARK: Okay, and with that in mind,
12 Mr. Felder, as I indicated, since this is your
13 complaint, you bear the burden in this case of
14 demonstrating to the Commission that Ameren has
15 committed what the Commission would consider a
16 violation. So with that, I will let you give your
17 opening statement. And just to verify with my
18 paralegal, um, Real quick, we are recording,
19 correct? I see it says in progress, alright, go
20 ahead, Mr. Felber.

21 MR. FELBER: Alright, first I want to
22 apologize for the -- I will apologize for the last
23 hearing through the derogatory usage of profanity.
24 It was not my intention, emotions are high and I
25 should not use emotions as an excuse towards that.

1 However, I want to thank the Commission actually for
2 taking the time out of their day today to sit down,
3 I know we all have things that we have to do and
4 everything, I know we all have busy schedules in our
5 life and there's other options we could be doing,
6 but I appreciate them being able to be here today.

7 Over the last five months I've sat down
8 trying to resolve issues with Ameren Missouri.
9 While it hasn't been the best of scenario of any of
10 it. This is what I deal with on a constant basis
11 with Ameren Missouri. Ameren Missouri will tell you
12 one thing and they'll give you another thing.
13 They'll avoid the main topics, while they'll paint a
14 picture that they were good, they really were not
15 good. Anytime you tried to do a dispute, they would
16 say they automatically won. They never gave a
17 chance for that. If you applied for medical
18 hardship, there was simply no response back, there's
19 emails to prove it.

20 Ameren is going to try to paint a picture
21 to you and try to avoid the main subject of this,
22 which is the payment agreement option. The payment
23 agreements, none of their exhibits that are going to
24 show are anything from their main vendor, Twilio
25 SendGrid. I've even offered to have meetings with

1 Twilio themselves three times prior to this, so that
2 way we could clear the air and confusion on that.
3 Counsel has not responded to me, nobody's responded
4 beyond that. If you were right in the essence of
5 it, I would think you would want to have that. That
6 being said, Ameren is avoiding that subject and they
7 are given a list of opinions on how to put things
8 into their coding indexes, none of what they're
9 suffice -- they're going to show you, suffices an
10 actual document, they're going to tell you it's a
11 pending payment agreement, when in actuality they
12 code it in as a payment agreement, they're going to
13 mislead you on that. They're going to mislead you
14 on their misrepresentation, so therefore they don't
15 have to follow a rule or a tariff.

16 Meanwhile, when you look at a staff
17 report, you're going to notice there's two
18 violations that I'm going to bring up later on.
19 However, the staff of the Commission didn't want to
20 mention that, which are crucial as to why services
21 should not have been disconnected. I'm going to
22 paint the picture which surrounds the main topic
23 which was the illegal disconnection and you'll be
24 able to see that through the several payment
25 agreements, the call logs that you'll be presented

1 and more, I appreciate the time.

2 JUDGE CLARK: Thank you, Mr. Felber, very
3 well spoken.

4 MR. FELBER: Thank you.

5 JUDGE CLARK: On behalf of Ameren
6 Missouri.

7 MR. BANKS: I'm surprised that Mr. Felber
8 was not planning on introducing evidence of the
9 Commission taking payments from Amron illegally and
10 the Ameren bribing the Commission and the Commission
11 staff, I'm surprised he didn't bring that up in his
12 opening statements, but he chose not to. We will
13 present clear and convincing evidence that we
14 followed all of the applicable statutes, case law,
15 regulations, policies of the commission and tariffs,
16 and everything was done fit and proper. Thank you
17 for allowing me to present our opening statement.

18 JUDGE CLARK: Thank you Ameren Missouri,
19 on behalf of the Commission staff.

20 MR. KEEVIL: Yes, Your Honor. I'll be
21 very brief here. Um, if you look at the documents
22 that have been filed in this docket. I have to say
23 that in the thirty plus years I've been doing this,
24 I don't think I've ever seen a personal consumer
25 complaint case with as many filings prior to the

1 hearing as is this case, and I mentioned that simply
2 because I think that has led to some confusion as to
3 what the issues are and what is really subject to
4 the Commission jurisdiction. If you look at the
5 staff report that was filed, you'll notice that
6 several items we mentioned in there are not, at
7 least in Staff's opinion, subject to the
8 jurisdiction of the Commission, and other things may
9 or may not be, but really, when you get through all
10 the chat and get down to it, I do agree with
11 something that Mr. Felber said during his opening,
12 and that is that the main one or two issues boil
13 down to the payment agreement which you mentioned,
14 and to do with the question of whether or not Ameren
15 properly billed Mr. Felber prior to disconnection,
16 And I think that whether or not there was a payment
17 agreement in effect, it is really a key question
18 here because if there was no payment agreement,
19 obviously you can't -- Ameren couldn't violate the
20 payment agreement if there was none, but like I
21 said, I believe those are really two key questions,
22 all the questions concerning the payment agreement,
23 existence of a payment agreement, whether the
24 payment agreement was required to be followed,
25 whether it was followed all things surrounding the

1 payment agreement, and then the, just the basic
2 question that is frequently encountered in these
3 customer complaint cases of whether or not the
4 company properly calculated the customer's bill, I
5 think those really are, when you get down to it,
6 those are the two key questions that the Commission
7 is going to need to sort through the conflicting
8 evidence and answer, staff was basically unable to
9 determine because it was a year to staff, you know,
10 like I said, there's conflicting evidence, so it's
11 up to the commission to decide, and all the
12 ancillary things that were floating around
13 throughout the case in terms of potential side
14 issues really fade compared to those, those two main
15 issues. And with that, staff will be presenting
16 it's report, the author of the report as a witness
17 later today and she will be able to answer questions
18 you may have regarding staff's approach to the
19 preparation of the report. And with that, I'll shut
20 up.

21 JUDGE CLARK: Thank you, I'll inform
22 everyone we've also been joined by Commissioner
23 Holsman, who is also now present. I have a couple
24 of questions based upon what you said, Mr. Keevil,
25 on behalf of staff, and when you said their,

1 depending on how the Commission resolves conflicting
2 evidence, are you referring to evidence in regard to
3 the payment?

4 MR. KEEVIL: Primarily, yes.

5 JUDGE CLARK: Okay, and you indicated
6 there were things that staff did not believe that
7 the Commission had jurisdiction over, were any of
8 the issues I mentioned which are the billing
9 disconnection, the pre-disconnection notice, the
10 payment agreement, the medical hardship, the
11 bankruptcy, the property damage and the unauthorized
12 credit card usage, over what -- which of those
13 issues does, is the staff of the opinion that the
14 Commission does not have jurisdiction?

15 MR. KEEVIL: Well, depends on what the --
16 what you are claiming or are seeking as a result
17 because if you look at the pleadings or not the
18 pleadings, the filings that has been made,
19 especially the early ones, a lot of those were
20 talking about criminal matters, Commission doesn't
21 have jurisdiction over criminal matters, in my
22 opinion.

23 The credit card thing, I'm still to this
24 day not entirely sure what that has to do with
25 anything under the Commission's jurisdiction,

1 because it seems to me like it's been presented as a
2 case of credit card fraud. And that -- while it
3 would be improper, certainly it would not be under
4 the Commission's jurisdiction, in my opinion.

5 There's been also a lot of talk about
6 property damage, I'm not sure exactly what the
7 Commission can do in the area of property damage.
8 Bankruptcy, Commission, obviously can -- the
9 Commission has jurisdiction over utility billing,
10 but to the extent that someone has or a company has,
11 I should say has violated bankruptcy laws, the
12 Commission can't, I don't believe enforce bankruptcy
13 laws, but they can enforce billing issues as it
14 relates to the utility services.

15 Judge, there were a bunch of them in the,
16 I don't have the -- a list of them right front of
17 me, but that, that, off top of my head, those are
18 the ones that I recall specifically that did not
19 seem to be jurisdictional. There's also some
20 questions of in the original complaint that I think
21 in the first amended complaint, I don't know how
22 many amended complaints we've had to this point,
23 seems like every week we get another one, but the
24 first two sub-punitive damages, Commission doesn't
25 have jurisdiction or authority to award punitive

1 damages. Would be -- it would be nice, but they
2 don't, so that was another example of things that
3 were being sought which were outside the
4 Commission's purview, and let me say also, if I may,
5 that since staff filed this report, this entire case
6 has seen a lot of changes, a lot of things that have
7 kind of been a moving target throughout this case.
8 So what is being sought now in some respects may not
9 be what was being sought at the time of this report.
10 So you know, those items would no longer apply
11 obviously, but at the time the report was filed,
12 there were areas where relief was sought, which was
13 not with the authority of the Commission to award or
14 things were being raised, like I said, criminal
15 matters, for example, criminal allegations which
16 were not within the commission's authority or
17 jurisdiction to oversee. So this has kind of been a
18 tough one to stay on top of because like I said, the
19 target keeps changing, or it has kept changing, so
20 I'm glad that we're going to be done today,
21 hopefully with the hearing, so we won't have to
22 worry about the target changing anymore.

23 JUDGE CLARK: Thank you. Two things I'm
24 going to say in regard to that, I have on multiple
25 times in previous prehearing conferences, and I will

1 explain for the purpose of this evidentiary hearing,
2 you said that the Commission does not have the
3 authority to grant punitive damages. I would take
4 that a step further. I do not believe the
5 Commission has authority to grant monetary damages
6 in the amount of actual monies. I believe that the
7 most that the Commission might be able to do would
8 be to order some sort of billing credit, if it was,
9 if it was, if it was directly causative and
10 quantitative, I think it might be able to do that.

11 The second thing I might say is you
12 indicated depending on what, what outcome I was
13 seeking and I do not believe the commissioners or
14 myself or are seeking any particular outcome. We
15 are here today to listen to the evidence with an
16 open mind and make a determination about whether or
17 not a violation of Commission order rule, tariff or
18 law subject to commissions interpretation. So --
19 but thank you, thank you for clarifying that, I
20 agree with that to a large extent as we indicated
21 that the Commission would not have authority to rule
22 on any bankruptcy matter, except to, if the
23 Commission determined that the bankruptcy did in
24 fact cover that amount of discharge, it would be a
25 billing matter, and the billing matter, as you

1 indicated, would be under the commissions
2 jurisdiction.

3 Okay, given that that was the last opening
4 statement, Mr. Felber, I'm going to allow you to
5 start your case in chief in this case, I am
6 assuming, given that you have exhibits and evidence
7 that you want to enter, that you will be your first
8 witness; is that correct? Oh, I can't hear you, are
9 you muted?

10 MR. FELBER: Correct, Your Honor, sorry
11 about that.

12 JUDGE CLARK: Okay, alright, since you are
13 going to be your own witness, generally the way this
14 is done is it's not sort of a puppet show where you
15 ask yourself questions and then answer the
16 questions, generally I will allow you to kind of go
17 through in a somewhat narrative fashion, and you
18 will offer your evidence that you would like to show
19 as we go along. Before we do that, I am, however,
20 going to swear you in, so will you raise your right
21 hand to be sworn, do you solemnly swear or affirm
22 that the testimony you're about to give at this
23 evidentiary hearing is the truth.

24 MR. FELBER: Yes, Your Honor.

25 (Witness sworn)

1 JUDGE CLARK: Okay, go ahead, Mr. Felber.

2 BRET FELBER, Of lawful age, being
3 produced, sworn and examined deposes and says:

4 E X A M I N A T I O N

5 By Mr. Felber:

6 MR. FELBER: Alright, so let me get into
7 my exhibit list here --

8 JUDGE CLARK: Why don't you, you are free
9 to go with and I have your supplemental Exhibit list
10 in front of me. You may go about this how you like,
11 it might be most helpful to the Commission, perhaps,
12 to go about this chronologically with the events
13 that led up to the disconnection and then what
14 transpired there and after, which you may, it is
15 your case and you may present it as you like.

16 MR. FELBER: Alright, so the first thing I
17 want everybody to pay attention to, and I think I
18 put it in as two different exhibits, just because I
19 copied it, so that way I didn't have to go back
20 through manually the call logs, if they need to roll
21 it down is Exhibit 1 and they're on Exhibit 14 for
22 T-Mobile call logs. Now I have, on my phone I have
23 a dual SIM phone that has two lines on it, one for
24 my business, one for my personal. The line that
25 they would call which shows from T-Mobile

1 785-969-9988 was a business account that there shows
2 number one --

3 JUDGE CLARK: Hold on, hold on, let's,
4 let's, let's get, let's identify these exhibits
5 specifically before we start talking about them
6 because I have, these exhibits are not yet marked,
7 So what I've got is I've got you've got Exhibit 1 as
8 call logs and Exhibit 14 is T-Mobile call logs,
9 so --

10 MR. FELBER: Correct.

11 JUDGE CLARK: Let's see if we can find
12 that, this is going to be the clunky part of doing
13 this via Webex is finding these exhibits, so I have,
14 I have this, is this what you're calling a call log.

15 MR. FELBER: Correct, and then there
16 should be a copy that was sent with, that shows
17 T-Mobile and a call log from May 1st through the
18 18th or 19th. It was also in a staff report.

19 JUDGE CLARK: Oh, that was also in a staff
20 report?

21 MR. FELBER: Correct, I believe it was
22 marked as BNC or DNC that I sent over.

23 JUDGE CLARK: Okay, so it would be
24 confidential Exhibit B. It looks like confidential
25 Exhibit B is six pages, does that include all of

1 those call logs?

2 MR. FELBER: It should, yes.

3 JUDGE CLARK: Okay, go ahead, Mr. Felber.
4 And are you wanting me to mark those in particular
5 as complainants Exhibit 1 and 14 respectfully?

6 MR. FELBER: Yes, Your Honor.

7 JUDGE CLARK: Any objections to the
8 admitting complainants, Exhibits 1 and 14 on to the
9 hearing record.

10 MR. BANKS: No, Your Honor.

11 JUDGE CLARK: Okay, Complainant's
12 Exhibit's 1 and 14 are admitted onto the hearing
13 record, go ahead.

14 MR. FELBER: And then I guess I just talk
15 about it, or?

16 JUDGE CLARK: Yes, now that it's been
17 admitted it, you may talk about it.

18 MR. FELBER: So pretty much I have a dual
19 SIM phone, one line is for business, one line is for
20 personal, of course, you can see on the T-Mobile log
21 785-969-9988 --

22 JUDGE CLARK: All right, Wait, wait, wait,
23 wait, wait, wait, wait, wait, wait, wait, I had said
24 beforehand these are confidential --

25 MR. FELBER: Oh, sorry.

1 JUDGE CLARK: This customer specific
2 confidential information to the, I mean, if you put
3 it out there, it's out there, you're waving when you
4 do that.

5 MR. FELBER: Okay, understandable if it
6 does, I mean, I have people that call me on it all
7 the time, but I'll -- I'll leave it out, I'll leave
8 out the phone number. But those call logs will
9 Exhibit and show, especially one from T-Mobile, the
10 accuracy that there was no phone calls when Ameren
11 states that they said they had called me during
12 dates and they kept on pushing those dates back.
13 One day it was the 16th, the next time it was the
14 17th, then they moved it to oh, well it was the
15 18th.

16 So I went ahead and showed a copy of every
17 call that registered from that phone number, from
18 the beginning of the month, until the 20th, and the
19 only phone call that registered was me calling
20 Ameren on the 19th to go ahead and talk about,
21 asking them what they had done. There was no other
22 phone call, there was no other outreach or anything.
23 Those are accurate records from T-Mobile. They use
24 a 5G tower which literally, a cellular tower
25 pinpoints accuracy, GPS location, time, transmission

1 of all records as accurate.

2 JUDGE CLARK: Now I'm looking at this and
3 I'm just going to ask some brief questions for
4 clarification here. We've got two of these, I'm
5 assuming Exhibit 1 is the one that looks like it is
6 off of a mobile phone; is that correct?

7 MR. FELBER: Correct, yeah, it was a
8 screen shot, Your Honor.

9 JUDGE CLARK: And the phone with the
10 outgoing or with the arrow going away, those are
11 phone calls made from the phone to another phone,
12 correct?

13 MR. FELBER: Correct, if they're going
14 that way, they're outgoing this way, the left I
15 believe is incoming, correct.

16 JUDGE CLARK: Okay, so the ones that are
17 not, it looks like there's only one type of mark, so
18 if they're not marked outgoing, they're incoming; is
19 that correct?

20 MR. FELBER: Correct.

21 JUDGE CLARK: And in regards to Exhibit
22 14, is there a way for me to tell which of those are
23 outgoing and which ones are incoming?

24 MR. FELBER: Uh --

25 JUDGE CLARK: I don't see any marks there

1 that would indicate that.

2 MR. FELBER: On my call log itself, or
3 T-Mobile.

4 JUDGE CLARK: The T-Mobile one, it looks
5 like there's a couple pages ending with calls on May
6 18th, one of those is circled.

7 MR. FELBER: Yeah.

8 JUDGE CLARK: But I'm going to assume
9 since that one is circled with an 800 number, was
10 that an outgoing or an incoming.

11 MR. FELBER: That was that outgoing to
12 Ameren.

13 JUDGE CLARK: And how can you tell?

14 MR. FELBER: I made the phone call on my
15 phone.

16 JUDGE CLARK: I see some of these, some of
17 these say T-Mobile and if I look it says incoming,
18 okay, I missed that, that's my fault. Alright, go
19 ahead, Mr. Felber.

20 MR. FELBER: That, that would be the
21 distinguishing between those, there was no phone
22 call registered from T-Mobile --

23 JUDGE CLARK: Okay, I'm going to pause for
24 just a second. It appears we have a court reporter.

25 (Whereupon, off the record, a court

1 reporter has begun transcribing from this point
2 forward)

3 JUDGE CLARK: And I'm sorry for the
4 interruption, Mr. Felber, go ahead, we have a court
5 reporter now.

6 MR. FELBER: Alright, So that being said,
7 that will show that despite what Ameren is claiming
8 they called, they never did reach out to me, they
9 never did start the process, because there was no
10 disconnection, or if there was a disconnection in
11 place, they failed to utilize commissioner rules by
12 following it.

13 Now they're going to show you a PDF
14 customer call log build that doesn't show any
15 records of when they called that they were able to
16 go in there manually from message broadcast and put
17 it in, but it's not accurate call log. They are
18 using what they -- any document that Ameren is going
19 to produce to you is something that they are simply
20 stating this is what we punch -- what numbers we
21 punch in, it's not a call log, it doesn't show a
22 carrier, none of it. And then do I just move on to
23 the next Exhibit?

24 MR. KEEVIL: Judge, were you talking,
25 You're -- you're, we're not hearing you, Judge.

1 MR. FELBER: Yeah.

2 JUDGE CLARK: I apologize, I muted myself.
3 I said Mr. Felber had asked if he goes on to his
4 next Exhibit. Mr. Felber it's however you want to
5 present your case, as I said, it's kind of a
6 narrative, if you want to tell me what happened, or
7 tell the Commission what happened and as you go
8 along, draw upon your exhibits, we will go about
9 seeing if they're admitted at that time or --

10 MR. FELBER: Okay.

11 JUDGE CLARK: Or if you want to offer a
12 brief background and just go through the exhibits,
13 that is your prerogative as well.

14 MR. FELBER: Okay, I was told prior to,
15 and what happened was technically before this was
16 converted over to a formal hearing, it was an
17 informal complaint. I had submitted those logs. I
18 was under the interpretation because of the
19 representative that I was talking to with the Public
20 Service Commission, Ameren wanted a copy of them and
21 as long as we were sending those copies showing to
22 suffice if I had a phone call log showing it,
23 services would be reestablished. During that time,
24 Ameren played their ghost game, they never responded
25 back to the informal side, so I was kind of given

1 the opportunity to make it go formal, based off of
2 what the PSC had recommended to do, and that's when
3 I went to the formal side of things.

4 In addition, Exhibit 2 their caller ID log
5 which I had called numerous times, that I would like
6 admitted shows spoofing where the caller ID shows up
7 as Boone County government, it had happened more
8 than one time from Ameren Missouri and I brought --

9 JUDGE CLARK: Hold on just a second,
10 Mr. Felber, are you asking to admit Exhibit 2 on to
11 the record?

12 MR. FELBER: Yes, Your Honor.

13 JUDGE CLARK: Any objections to admitting
14 Exhibit 2 onto the hearing record?

15 MR. BANKS: No objection.

16 JUDGE CLARK: Okay, Exhibit 2 is admitted
17 onto the hearing record, and you may go ahead and
18 discuss that, Mr. Felber.

19 MR. FELBER: So I did receive a phone call
20 back in April showing Boone County Government, I
21 brought it to, I guess Mrs. Engelbrecht who works
22 with Ameren Missouri, and more or less I was given
23 an excuse that I received another phone call with
24 Boone County government, and I just snap shotted it,
25 I sent it over to Ameren as well. I have e-mail

1 correspondence with that, I was given excuses and
2 anytime I bring something to their attention, it was
3 an excuse. I'm told oh, well that's your provider,
4 not our provider, with all the spoofing that goes
5 on, the scams that go on that we hear about, we hear
6 about it on the news every day. I mean, there's
7 scams now going around where people are whitewashing
8 checks, there's scams of people showing up at doors
9 acting like utility providers, Ameren has even
10 stated that, oh, if you get a phone call that says
11 to do a payment or they represent themselves as
12 this, to call us and inform us of this. I did
13 exactly that, the one thing that Ameren told me,
14 they did nothing to prevent that. It is a company
15 that says hey, you know, reports scams to us, I
16 would think there would have been a more proactive
17 search on them trying to resolve an issue, and go,
18 you know, resolve it but instead it was an excuse to
19 them saying oh, well it's your provider, it's not
20 us. I'm not the one that makes the outbound phone
21 calls, it's your system that makes the outbound
22 phone calls. What you have programmed in there,
23 anybody -- I have PBX phone systems that I could put
24 whatever I want as my caller ID name that it would
25 show up and pop up as, companies I would think you

1 would go back to your provider and say hey, this
2 persons doing this, but there was no proactive with
3 it, instead they want to blame the customer instead
4 of looking into it. Even they tell you to watch out
5 for scams or if somebody represents themselves as a
6 government entity.

7 Then I'd like to move on to Exhibit 3
8 which is --

9 JUDGE CLARK: Exhibit 3 says rules,
10 regulations and tariffs, and I see a rule, I see no
11 tariff, but I assume you're talking about tariff
12 page 144; is that correct?

13 MR. FELBER: Correct, yes, I want to have
14 those admitted simply because it really goes
15 hand-in-hand with how the disconnection of the
16 process is.

17 JUDGE CLARK: Hold on just a second, I
18 know this is a little monotonous.

19 MR. FELBER: I understand.

20 JUDGE CLARK: Any objection to admitting
21 Exhibit 3, Mr. Felber's, and it looks like he
22 circled and underlined what he believes are the
23 relevant portions of the rules, any objection to
24 admitted that on to the hearing record as Exhibit 3?

25 MR. BANKS: No, Your Honor.

1 JUDGE CLARK: Is that a no, Mr. Banks?

2 MR. BANKS: Yes, Your Honor, no, Your
3 Honor.

4 JUDGE CLARK: Thank you Mr. Banks, and
5 because there's not a tariff sheet attached to this,
6 is there any objection to the commission taking
7 official notice of administrative notice of Ameren's
8 tariff's sheets in this regard with particular
9 emphasis on tariff sheet 144?

10 MR. BANKS: No, Your Honor.

11 JUDGE CLARK: Okay, Exhibit 3 is admitted
12 onto the hearing record and the Commission is taking
13 administrative notice of Ameren Missouri's tariff's
14 with an emphasis on tariff sheet 144. Go ahead,
15 Mr. Felber.

16 MR. FELBER: So on those, one thing I want
17 to point out is they didn't follow the disconnection
18 policy in their own regulations that are written
19 down there. Now there's another thing that needs to
20 be pointed out, because we've moved to the invention
21 of smart meters, so there's a stipulation that
22 Ameren would usually follow, if you didn't have a
23 smart meter, it was a no cut Friday. So I would
24 think with having a smart meter, you would update
25 your rules and regulations to that, but there's

1 nothing on there, I know they stated that since AMI
2 meters can be activated over the weekend, well it
3 doesn't state that in your disconnection policy, it
4 doesn't, by the disconnection policy that's in here
5 it pretty much says you can't disconnect, by the
6 wording of it, you can't disconnect prior to the
7 weekend and it interprets that you can't get a
8 technician out there, there's nothing in there that
9 says, oh by law we can accept for AMI meters, we can
10 do this, we can cut it off, make sure your breakers
11 are in the off position and then we can turn that
12 back on, that would be something I would think
13 knowing that we've switched around technology that
14 Ameren Missouri would want to follow or make it not
15 confusing to the customer because it's not fair to
16 the customer. You're sitting here giving a policy
17 based off of, I guess your old meters, but you don't
18 have anything in there that rides in with their new
19 AMI meters in parentheses et cetera, but it also
20 shows how they breached the agreement, or well,
21 violated the payment agreement that was given.

22 JUDGE CLARK: And just to clarify, you're
23 talking about the portion where it says a utility
24 may discontinue service to a residential customer
25 between the hours of 8 a.m. and 4 p.m., service

1 shall not be disconnected on a day when utility
2 personnel are not available to reconnect the
3 customer's service, or on a day immediately
4 preceding such a day.

5 MR. FELBER: Yes, Your Honor, correct,
6 there's nothing in there over AMI meters are not
7 subject to that policy, because they -- I would
8 think you would want to have that rule, if it's
9 something that they're following, I would think you
10 want to have to that rule defined, because it kind
11 of misrepresents itself, because under what it
12 shows, under those rules and regulations, it's not
13 distinguishing AMI meters or regular meters. And
14 then I'll move on to Exhibit 4 which is Ameren's
15 vehicles.

16 JUDGE CLARK: These are the photographs;
17 is that correct?

18 MR. FELBER: Correct, Your Honor.

19 JUDGE CLARK: And just so, for the
20 information of the Commission, these will be
21 available later to look at, most of these were
22 provided to me via e-mail yesterday afternoon, and
23 they are just for reference, pictures of vehicles,
24 one of which is an Ameren truck and people that are
25 near the fence; is that correct?

1 MR. FELBER: Correct, Your Honor, and I
2 guess with you having that --

3 JUDGE CLARK: Well, let me go ahead and
4 let's mark and see if there are any objections to
5 that. So these photographs of Ameren vehicles and
6 individuals, those are all Exhibit 4, correct?

7 MR. FELBER: Correct, Your Honor.

8 JUDGE CLARK: Are there any objections to
9 admitting Exhibit 4 into the hearing record?

10 MR. BANKS: No, Your Honor.

11 JUDGE CLARK: Is that a no, Mr. Banks?

12 MR. BANKS: Yes, Your Honor.

13 JUDGE CLARK: And I apologize, I'm having
14 a little difficulty with your audio, and I don't
15 know why.

16 MR. BANKS: I'm going to put on a headset,
17 Your Honor.

18 MR. KEEVIL: I'm having trouble with your
19 audio as well, so.

20 JUDGE CLARK: You're having trouble with
21 your audio Mr. Keevil, or with me.

22 MR. KEEVIL: No, I'm having trouble
23 hearing Mr. Banks audio.

24 JUDGE CLARK: Okay, well I think he's
25 endeavoring to resolve that, Mr. Keevil, do you have

1 any objection to Exhibit 4?

2 MR. KEEVIL: I don't see the relevance of
3 Exhibit 4, but I don't really have an objection to
4 it.

5 JUDGE CLARK: Well if you're not making an
6 objection for relevance, Exhibit 4 will be admitted
7 on to the hearing record. Okay, feel free to go
8 ahead and talk about that Mr. Felber. Mr. Banks, do
9 you want for us to wait for you to get a headset
10 before Mr. Felber goes on?

11 MR. BANKS: No thank you, Your Honor.

12 JUDGE CLARK: Go ahead, Mr. Felber.

13 MR. FELBER: The relevancy of the vehicles
14 is of course one is an Ameren vehicle, however, the
15 second one I'm going to point out is a personal
16 vehicle that is on a premises. I understand what
17 utility easement was, I know where the utility
18 easement is and they were not on the utility
19 easement. Utility easement does allow you to go a
20 pad mount, I don't disagree with that, however that
21 shows they were parked on private property in which
22 they were not on the utility easement of which they
23 are required to follow. It will also show that the
24 one I have in question is the one with Illinois,
25 usually if you work for Ameren Missouri, or if you

1 are a technician, what company you work for or
2 anything, your vehicle is supposed to mark who you
3 are, so if he's a subcontractor, he should have a
4 stamp on there or a vehicle Signagel that says that
5 he's a subcontractor. He does not have that on his
6 vehicle, that is something that is very common in
7 Missouri, and that is something Ameren Missouri
8 themselves even states clearly in a lot of their
9 scams that they point out, if you see a vehicle that
10 doesn't resemble or display an Ameren logo to
11 contact them and report that, so essentially they're
12 following a nonagreement of what -- they're
13 misrepresenting what they're allowing themselves to
14 do, because I don't know who the person from
15 Illinois is, for all I know it could be the guy's
16 friend, could be a bystander, how do I know he works
17 for Ameren.

18 JUDGE CLARK: Two points of clarification,
19 Mr. Felber, and just for the commission's
20 information, you're talking about a gray VW car with
21 Illinois plates; is that correct?

22 MR. FELBER: Yes, Your Honor.

23 JUDGE CLARK: And in regards to the
24 vehicles being parked on private property, is that
25 your private property?

1 MR. FELBER: That is a property of the
2 Hazelwood school district.

3 JUDGE CLARK: Okay, all right, thank you
4 for clarifying that, go ahead.

5 MR. FELBER: Next we'll go on to Exhibit 5
6 which is the property damage to the fence.

7 JUDGE CLARK: And is that the same photos
8 or is that something else?

9 MR. FELBER: There should have been a
10 photo with it, or due to the size, I believe it
11 might have gone through Google drive, I made Mr.
12 Banks because of the size on some of them, they had
13 to go to just one party, I believe I had a kick
14 back, it is in EFIS as well too.

15 JUDGE CLARK: It is, do you know what EFIS
16 number?

17 MR. FELBER: Offhand, no.

18 JUDGE CLARK: Can you describe it to me,
19 please?

20 MR. FELBER: So it was the chain link bar
21 where the representative was first originally when
22 they came, they actually came up to our fence line
23 and they said that they were going to disconnect our
24 services, and services were already disconnected.
25 So he was attempting to jump the yard, if my dogs

1 could talk, I would have them as, I would have them
2 as witnesses, but they can't, my dogs were barking
3 at them, and that's when my wife had said that
4 services were already off. So then he immediately
5 took and took himself off the fence and during that,
6 I don't know why, but damaged the property of the
7 fence.

8 JUDGE CLARK: Okay, I see in here at least
9 in the pictures that are provided that would be
10 Exhibit 3, does Exhibit 3 show the damage to the
11 fence as well?

12 MR. FELBER: Correct, yes, Your Honor.

13 JUDGE CLARK: And which picture, it looks
14 like there's one next to the stump where the top
15 fence post had been dented, and a different portion
16 where it looks like it's merely been dented down a
17 little bit.

18 MR. FELBER: In that one with the vehicles
19 if they're parked over, that was my neighbors
20 property.

21 JUDGE CLARK: Okay, so then that's your
22 neighbor's fence?

23 MR. FELBER: That was my neighbor, the one
24 you're looking at, is that a rusted fence line?

25 JUDGE CLARK: Correct.

1 MR. FELBER: No, that's my neighbors
2 fence.

3 JUDGE CLARK: So none of those show the
4 property damage you're alleging?

5 MR. FELBER: Correct.

6 JUDGE CLARK: All right, so Ameren do you
7 have a copy of Exhibit 4?

8 MR. BANKS: Ameren has it, Your Honor.

9 JUDGE CLARK: And now you indicated
10 Mr. Felber, that it was in EFIS?

11 MR. FELBER: Correct, it was in EFIS.

12 JUDGE CLARK: Do -- you don't know, do you
13 know about when you filed them?

14 MR. FELBER: Would have been June 15 or
15 June 16, whereabouts of that.

16 JUDGE CLARK: Hold on just a second, bear
17 with me.

18 MR. BANKS: Your Honor, you may want to
19 try EFIS number, item number 49.

20 MR. FELBER: Yeah.

21 JUDGE CLARK: Okay there's a number of
22 images there, all right.

23 MR. FELBER: Yeah, I don't know, it was
24 sent through --

25 JUDGE CLARK: I can see, I'm trying to

1 find oh, okay, I see what you were talking about,
2 that is, and that is what you were calling Exhibit 4
3 and that is the non-rusted fence that is bent; is
4 that correct?

5 MR. FELBER: Correct, yes, Your Honor.

6 JUDGE CLARK: Any objection to admitted,
7 I'm sorry, that's Exhibit 5, any objection to
8 admitting Exhibit 5 onto the hearing record?

9 MR. BANKS: No, Your Honor.

10 JUDGE CLARK: Exhibit 5, let me make a
11 note so I can actually pull it up later. Okay, all
12 right, Exhibit 5 is admitted onto the hearing
13 record, go ahead.

14 MR. FELBER: Number 6 is an is a picture
15 of the technicians.

16 JUDGE CLARK: Is that from that same date?

17 MR. FELBER: Yes, Your Honor, everything
18 that I sent through that, it was sent through Google
19 drive, it bounced back on your e-mail, because I
20 have the e-mail right here. Mr. Banks would have
21 had to open it in Google drive, because of the size
22 it would not send in a regular e-mail.

23 JUDGE CLARK: How many photos is Exhibit
24 6?

25 MR. FELBER: Exhibit 6 is the one, but it

1 can go hand in hand with Exhibit 7, which shows the
2 technicians without identification.

3 JUDGE CLARK: Okay, I see one of them
4 walking next to the rusted fence, I see them with
5 binoculars on the other side of the fence, I see the
6 bent fence, which is Exhibit 5, I see a close-up of
7 the vehicle, and then some e-mails. So which one of
8 is it the one of them standing, or one of them
9 walking towards each other next to the fence, is
10 that the one you're referencing?

11 MR. FELBER: Correct, Your Honor.

12 JUDGE CLARK: Any objections to admitting
13 Exhibit 6 or Exhibit 7 onto the hearing record?

14 MR. BANKS: No, Your Honor.

15 JUDGE CLARK: Exhibit 6 and Exhibit 7 are
16 admitted on to the hearing record. Go ahead,
17 Mr. Felber.

18 MR. FELBER: So that being said, again
19 Ameren says, oh, well we don't send representatives
20 out unless they have proper documentation, they're
21 wearing a lanyard with a badge that shows who they
22 work for, both of these representatives are not,
23 despite having Ameren hard hat and despite having a
24 vest, anybody can buy a vest, anybody can make a
25 hard hat, now am I questioning the one technician,

1 no I'm not, I'm questioning the other technician.
2 The problem with it is, is again it's misleading
3 because Ameren is a company that says don't open
4 your door, ask for proof of who they work for. I
5 did ask for proof of who they worked for and they
6 said it was none of my business. I do have a video
7 recording of the one technician yelling at me, but
8 again it was a big file, and that is why I did not
9 upload it. That being said, I did ask for
10 identification, one that has the mustache said
11 that's not important, I need to let the guy do his
12 job, I didn't interfere with him doing his job, I
13 told him simply that services were already
14 disrupted. When they came up to my fence line
15 originally, they actually spoke to my wife and they
16 told my wife that service was being disconnected she
17 goes, service is already disconnected so there's no
18 point in you being here.

19 Now Ameren is going to claim fraud, but
20 there's no fraud, I -- counsel the reason why they
21 sent these representatives out is to be fair, I sent
22 him a picture of a Christmas tree that was working
23 because I had the house hooked up to a generator, so
24 whether he constituted that as fraud, I don't know.
25 They had no reason to be on the property, near the

1 property, near a pad mount or anything of that
2 nature. The -- and I hate bringing this up, I've
3 had problems with Ameren like this before in the
4 past, this goes back a long time, this goes all the
5 way back to 2011 when I had service with them prior
6 in 2011, these are the same tactics that they tried
7 to do, they try to say oh, well you're going to
8 commit fraud, I have never committed fraud against
9 Ameren Missouri, these are tactics of what they do
10 to try -- to try -- to try to get you to drop a
11 complaint or not carry on with a complaint. And as
12 early as last year, I know it's irrelevant to the
13 case they committed property damage to another
14 premises of mine that I have a business in, and they
15 were ordered twice to restore services for not
16 following rules, regulations and tariffs.

17 But anyways, back to this, this will show
18 they weren't wearing proper identification, you know
19 for a company that proactivates themselves as watch
20 out for scams, I think it's more than relevant
21 because they're not doing their duty of what they're
22 supposed to do, you know. It's almost as if they're
23 trying to exempt themselves from those rules that
24 they tell people to watch out for. I mean now, the
25 proper thing to do would be to park your vehicle on

1 the street, knock on the door and say hey, I need to
2 access whatever, not try to jump a fence when dogs
3 are out there that have a beware of dog sign out
4 there and go from.

5 JUDGE CLARK: To clarify, while you're
6 saying that the fence was damaged, nobody actually
7 penetrated on your property; is that correct?

8 MR. FELBER: He stepped on to the fence
9 and then jumped back over once he saw the dogs.

10 JUDGE CLARK: Okay, thank you.

11 MR. FELBER: I'm not sure, if that, the
12 reaction my dogs are very territorial, the one loves
13 to run the fence line, and heck if I were to jump
14 the fence, he would bite the shoes just because it's
15 a protection. I have two herding dogs, not herding,
16 but I have a Catahoula and an Aussie. Very good
17 dogs, but very protective too.

18 Then that was Exhibit 7 which shows the
19 technicians up closer, that shows they were not
20 wearing a badge of any sort.

21 JUDGE CLARK: Okay, and that exhibit has
22 already been admitted onto the hearing record.

23 MR. FELBER: Okay. So then we'll move on
24 to Exhibit 8, which is the payment agreement in
25 JPEG.

1 JUDGE CLARK: Okay, now is that the one
2 that looks like it was taken from a mobile phone?

3 MR. FELBER: Correct, I took a snapshot of
4 it and I had actually sent that directly to
5 Mr. Banks and Miss Grubbs prior to sending it into
6 EFIS.

7 JUDGE CLARK: And it was put up on EFIS on
8 June 20 of '23?

9 MR. FELBER: Yes, Your Honor, and pretty
10 much --

11 JUDGE CLARK: Let me, in regard to that,
12 any objections to admitted the payment agreement
13 image or JPEG onto the hearing record.

14 MR. BANKS: No objection, Your Honor.

15 JUDGE CLARK: Okay, what is your objection
16 Mr. Banks.

17 MR. BANKS: No objection, Your Honor.

18 JUDGE CLARK: Oh, I apologize. All right,
19 Exhibit 8 is admitted on to the hearing record, go
20 ahead Mr. Felber.

21 MR. FELBER: So this one, and this is one
22 I even e-mailed to the staff, and it's one of those
23 things of I went back through my e-mails, I save
24 e-mails, I have e-mails from 7 years ago, I pretty
25 much save everything and I was going through there

1 and I went through to find what was going on with
2 everything and I just browsed down and I'm like wait
3 a minute here, I'm like, this is my payment
4 agreement, I go here we go, so I'm going to send it
5 over to Ameren to show that there was a payment
6 agreement in place which showed those dates. I got
7 some sort of excuse from them that came directly
8 from Ameren, there's no denying it, that's their
9 e-mail that they have set up whether SendGrid sent
10 it out or whatever, that's their own words, that's
11 not my words, that's what they put in. You'll
12 notice it says payment agreement, not pending
13 payment agreement, so that's where their confusion
14 comes in, they tried to say that it was an altered
15 image, well unfortunately JPEGs can't be altered
16 because they're made of pixels. So they tried to
17 say a software engineer looked at it, but I have
18 concerns that they didn't have a software engineer
19 look at it, because any software engineer would
20 realize you can't alter a JPEG format image because
21 it's just pixels, because it's not data given, it's
22 not encoded as words. So I did that as a protection
23 and sent that and --

24 JUDGE CLARK: Hold on just a second
25 Mr. Felber, and just to try to go on for

1 clarification for the commission. The e-mail says
2 your payment agreement has been established, a
3 payment agreement has been established for your
4 Ameren Missouri account ending in blank, blank,
5 blank, I'm not going to put the numbers in. Your
6 required payment of blank is due by 5/22/23, in
7 order activate this agreement, here is the details
8 of your agreement, amount deferred and then there's
9 amount for required payment and then there's that
10 required payment listed, the required payment due
11 date of 5/23/23, the number of monthly installments
12 which is twelve, and the monthly installment amount,
13 and it says your account will be updated when the
14 required payment has been received. Failure to pay
15 the full required payment amount by the due date may
16 result in disconnection of service, once the
17 agreement is activated, the monthly installment
18 amount will be included in your total amount due
19 each month. A confirmation letter will be mailed to
20 you for your records. Please note late, partial or
21 missed payments will result in the cancellation of
22 the agreement, at which time the entire remaining
23 balance of your agreement will become due
24 immediately. Did I represent that correctly,
25 Mr. Felber?

1 MR. FELBER: Yes, Your Honor.

2 JUDGE CLARK: And you received that via
3 e-mail on May 18 of 2023; is that correct?

4 MR. FELBER: Yes, Your Honor.

5 JUDGE CLARK: Hold on just a second, I had
6 one more question in regard to that, beyond what I'm
7 going to possibly ask about it later. You did not
8 in any way alter the dates on this, did you?

9 MR. FELBER: Absolutely not, I would never
10 do that.

11 JUDGE CLARK: Okay, go ahead Mr. Felber.

12 MR. FELBER: So I sent that over to them
13 to explain that --

14 JUDGE CLARK: Oh, I wanted to clarify one
15 additional thing, and I apologize for interrupting,
16 just because we haven't covered this, when did you
17 contact Ameren about making this payment agreement?

18 MR. FELBER: I contacted them on May 18.

19 JUDGE CLARK: Okay, and when was your
20 service disconnected?

21 MR. FELBER: May 19, Your Honor.

22 JUDGE CLARK: And just around, do you know
23 around what time?

24 MR. FELBER: Around 8:05 a.m.

25 JUDGE CLARK: Okay, thank you, go ahead.

1 MR. FELBER: And so I did, I submitted it
2 to the respondent, in which they stated that it was
3 not an agreement or whatever, going from their -- I
4 asked them actually for a copy when I talked to
5 Mrs. Krcmar, I actually talked to her before -- when
6 the hear -- okay so it was filed, it was put to
7 informal on the 23rd, and that Friday, the Friday
8 before Memorial Day, she was in until 12:00 I had
9 talked to Mrs. Krcmar about it, and I said well,
10 show me the payment agreement, she goes, I will, and
11 she never sent me a payment agreement or anything of
12 that nature, and that being said, I did sent it to,
13 I sent that to Mr. Banks on the 20th, or around
14 there, I sent that via e-mail, I could probably look
15 it up, but that being said, one thing I want to
16 point out there, where does it say the 19th, the
17 18th that it's due, and something to clarify, it
18 should probably if you're wording things towards
19 it's crucial to somebody that their service is going
20 to be disconnected, you should probably put that
21 your services are subject to interruption if it's
22 not made by this date, and it's not a payment -- and
23 the difference between payment agreement and pending
24 payment and here's where they're trying to find that
25 loophole, if they say the word payment agreement,

1 you have to follow commission rules and send out a
2 disconnect letter, you have to send out -- so you
3 have to restart that whole process all over again,
4 even though it says they have up to 30 days if they
5 put that as a pending payment agreement, they do not
6 because then, from what I gather from them, they're
7 simply just adding on days, and you're subject to
8 service to the next day. So it's kind of a bait and
9 switch and misrepresentation of that, however, we
10 won't be able to go to the May 22 date, because I
11 wasn't able to -- I had to go out and buy a
12 generator, and I'll move on to Exhibit 9.

13 JUDGE CLARK: Okay, I have payment
14 agreement watermark.

15 MR. FELBER: Correct, and this is where we
16 had a lot of pushback, and I did submit a video over
17 that as an Exhibit, again, I sent it to Mr. Banks
18 last night, because it went through Google drive, I
19 even sent a copy to my wife, but pretty much many
20 people don't realize if they drop down on their own
21 printers that they have, you can put a water mark on
22 something. A water mark is not a form of altering a
23 document simply because you're not going into the
24 document, you're not going into the wording, you're
25 not going into any of that. You're simply putting

1 something there that translucents and makes the
2 document authentic. So you're keeping it in it's
3 preserved original state, so pretty much I put that
4 on there and I put it over to where it can't be
5 altered, therefore it can't be, because he wasn't
6 satisfied with the JPEG form, so that is why I put
7 the watermarked copy of it. I use watermarks every
8 day in contracts, I do high volume contracts for
9 government entities all the time, and trust me, they
10 work wonders if you ever have to bring it to court,
11 because that's what they look at. That being said,
12 I would think you would look at it as somebody is
13 trying to preserve a document, however we're in the
14 argument of -- we're getting in an argument of push
15 back because we're being told it's alteration.

16 JUDGE CLARK: And for clarification, we're
17 talking about, when we're talking about this Exhibit
18 9, we're talking about the e-mail confirmation of
19 payment agreement where it says across the amounts
20 and the 5/22 dates Ameren lied; is that correct?

21 MR. FELBER: Correct.

22 JUDGE CLARK: Okay, go on Mr. Felber.

23 MR. FELBER: I apologize if I put Ameren
24 lied in there and you wanted something else, but the
25 whole thing of it is they did. Again, this proves,

1 so they weren't happy and it staff even said they
2 couldn't verify the JPEG, that's what the staff said
3 in the report, however, by sending that over, I
4 would think you would say well Mr. -- technically
5 it's not a PDF that comes to you, technically it
6 just comes listed in the way that the JPEG would be,
7 so you would go down there, so I actually had to
8 when I saved the page, I just did it as PDF, and I
9 was able to put the water mark in, I was able to put
10 the water mark across it and everything,
11 technically --

12 JUDGE CLARK: Hold on, this is the part
13 where I ask Ameren if they have any objections to
14 admitted the water marked payment agreement onto the
15 hearing record.

16 MR. BANKS: Your Honor, the only thing
17 that this exhibit does is it points out Mr. Felber's
18 functionality in terms of manipulating documents.

19 MR. FELBER: It doesn't though.

20 JUDGE CLARK: Hold on, hold on Mr. Felber
21 and so you're objecting to admitted it onto the
22 hearing record?

23 MR. BANKS: Yes, Your Honor.

24 JUDGE CLARK: Okay, I'm going to overrule
25 that objection, I'm going to admit it onto the

1 hearing record, and in regard to the watermark,
2 you've made your case as to why you're objecting to
3 this, and that will go appropriately to the weight
4 that should be given the document. So over
5 objection, Exhibit No. 9 is admitted onto the
6 hearing record.

7 Go on Mr. Felber.

8 MR. FELBER: Let's go on to Exhibit 10,
9 that is the payment agreement SendGrid Twilio, so --

10 JUDGE CLARK: This is the same payment
11 agreement that was just shown with the watermark and
12 it has the attached e-mail response; is that
13 correct.

14 MR. FELBER: From SendGrid, I've got two,
15 one from one of their engineers, the next one
16 Exhibit 11 would be payment agreement with Twilio's
17 receipt showing from Twilio.

18 JUDGE CLARK: Hold on, I see one, I see
19 one is what I have. Okay, so I've got one that is
20 what appears to be an unadulterated payment
21 agreement with no response, is that one of the ones
22 you're referring to?

23 MR. FELBER: That's the one that just had
24 SendGrid, yeah, there should be another in there
25 that shows, and it was even uploaded from EFIS as

1 well, but it was sent over, the one with the bottom
2 page showing the representative I talked to with
3 Twilio.

4 JUDGE CLARK: Okay.

5 MR. FELBER: Showing the representative I
6 talked to with Twilio.

7 JUDGE CLARK: Okay, which one is Exhibit
8 10?

9 MR. FELBER: Exhibit 10 would be the one
10 that has no reply Twilio attached into it.

11 JUDGE CLARK: Thank you, and the other one
12 would be Exhibit 11?

13 MR. FELBER: Correct Your Honor, yes, sir.

14 JUDGE CLARK: Okay, go ahead, well let me
15 ask, hold on just a second. Any objection to
16 admitting Exhibit 10 confirmation of payment
17 agreement with no response onto the hearing record?

18 MR. BANKS: No Your Honor.

19 JUDGE CLARK: Exhibit 10 is admitted onto
20 the hearing record. Any objections to admitting
21 Exhibit 11 onto the hearing record?

22 MR. BANKS: No, Your Honor.

23 JUDGE CLARK: Exhibit 11 is admitted onto
24 the hearing record, and that is the payment
25 agreement with the response from is it Nigil (ph);

1 is that correct?

2 MR. FELBER: Correct, Your Honor.

3 JUDGE CLARK: Okay, Exhibit 11 is admitted
4 on to the hearing record, go ahead Mr. Felber.

5 MR. FELBER: So pretty much Ameren
6 utilizes a company called SendGrid, the parent
7 company is Twilio, where everything comes out from.
8 Ameren implied and the reason it took so long for me
9 to get is because Ameren admitted in the staff
10 report that it could not get a copy and that was
11 when we had the JPEG copy I believe, and that was
12 submitted and watermarked. They stated in the staff
13 report right in there the one page that says
14 SendGrid does. SendGrid does things to a matter of
15 a fact, there's a fine line where you have to follow
16 a procedure, and everybody has to follow a procedure
17 to get, and it is really conclusively, it's up to
18 SendGrid if they want to give it to you, or if they
19 don't want to give it to you, and you have to follow
20 the process, I certified mailed them, I said what
21 was going on, I left that as that, I said hey, I
22 really need these documents because this will prove
23 what's going on with my matter. I didn't get into
24 specifics about the case or anything of that nature,
25 that being said, I went ahead and I was surprised I

1 got a copy, so I submitted it up. Then after that,
2 again, we got pushback off of it because the water
3 marking and everything, the preservation and so then
4 I had reached out to their software engineer
5 department and on, right on the 22nd I believe or
6 23rd, whatever day that is, I got a response back
7 and they were able to verify it, now, like they
8 technically, should I have given that to you guys, I
9 should not have, because I have to -- anybody that's
10 wanting to transcribe that would still have to
11 follow the process of being able to obtain it,
12 technically that is my copy what of I asked for. So
13 if Mr. Banks wanted a copy, he could simply follow
14 the process and send whatever he needs to over, mail
15 it to him and they could request it or not. Does
16 SendGrid get rid of their documents fully,
17 absolutely not. They have a server that does keep
18 documents, yeah, it's pretty far deep and you need a
19 very good reasoning why, but they are willing to
20 help out in any way that they can.

21 JUDGE CLARK: Okay.

22 MR. FELBER: And I know reason he doesn't
23 want to admit it is because of the fact of the
24 matter is, it agrees with the subject verb of my
25 foundation that they did not utilize and properly do

1 the payment agreement, that's why he doesn't want it
2 done.

3 JUDGE CLARK: He didn't object to the
4 admission of either 10 or 11.

5 MR. FELBER: Right, well the first exhibit
6 he wanted to, he didn't want him, I have no -- as a
7 person, and let me just clarify, as a person that
8 works in the cellular industry and data
9 communications industry, I would never manipulate
10 something or change something to benefit, that's not
11 how I work, I'm a very respectable person, people
12 come to me when they need data retrieval. You know
13 why they come to me, because I carry a master
14 subscription. I can run every document through and
15 I can tell you by my software if you've given me a
16 valid document or not, and then on top of that, one
17 thing I want to point out, if you had a software
18 engineer actually look at that, each corner had an
19 encryption code in it, I'm not going to get that
20 encryption code and it's invisible, and the only
21 reason I did that is because he said a software
22 engineer, any software engineer would have found it.
23 But I did that to protect and preserve the item,
24 that was simply it.

25 JUDGE CLARK: Okay, well those Exhibit 10

1 and 11 have been admitted onto the hearing record.

2 MR. FELBER: All right, number 12 would
3 be, I named it utilization documents of how to code.

4 JUDGE CLARK: And is that the ones that
5 are sent SMS with Twilio programmable messaging.

6 MR. FELBER: Correct, yeah, there's a
7 whole bunch of --

8 JUDGE CLARK: There were about five of
9 them corresponding to different kind of coding, I
10 believe.

11 MR. FELBER: Correct, yes.

12 JUDGE CLARK: Okay.

13 MR. FELBER: Yes, SendGrid gave me those
14 and that was one of their things they wanted to
15 show.

16 JUDGE CLARK: And that's Exhibit 12?

17 MR. FELBER: Yes, Your Honor, that is how
18 everything is key coded in, and how they utilized
19 whether they used Python, C-plus, any of their
20 software utilization programs, because --

21 JUDGE CLARK: Hold on Mr. Felber, any
22 objection to admitting Exhibit 12 onto the hearing
23 record?

24 MR. BANKS: Yes, Your Honor, lack of
25 foundation, irrelevant, immaterial.

1 JUDGE CLARK: Okay, well in regards to
2 foundation, and the same rules apply to you that
3 would apply to any attorney, Mr. Felber, how did you
4 come across this?

5 MR. FELBER: I was -- how did I come
6 across it, I was given it from SendGrid, because
7 that is how the system is utilized and how they put
8 things in. So in a document --

9 JUDGE CLARK: Hold on, you're wanting to
10 talk about the document, we're still addressing the
11 objection.

12 MR. FELBER: Okay.

13 JUDGE CLARK: What is the purpose of this
14 Exhibit?

15 MR. FELBER: This will show how they, this
16 will show how they key code in everything to make
17 the system work, so whatever system they utilize
18 whether it'd Python, C-plus, everything that's
19 there, that is how they would encode it if they were
20 to send out a message.

21 JUDGE CLARK: Why is this important to me,
22 what can I get out of this document?

23 MR. FELBER: Out of it, it would, it kind
24 of goes --

25 JUDGE CLARK: I guess why is it relevant

1 to this case?

2 MR. FELBER: It's relevant to the case
3 because in a document that Mrs. Krcmar gave, they
4 left out a crucial e-mail address of their own
5 e-mail address, and the payment agreement that they
6 say they write, they put my e-mail address in it,
7 but they didn't put theirs, and they're going to
8 present --

9 JUDGE CLARK: Hold on, let's just go to
10 one of these, let's go the page three, of one of
11 those where it says, I believe a little ways down,
12 at client messages, is that what you're talking
13 about?

14 MR. FELBER: Correct, yes.

15 JUDGE CLARK: So you're saying there's a
16 place for them to put, that there is a place for
17 them to put their e-mail that must be coded in, is
18 that what you're saying?

19 MR. FELBER: Yes, Your Honor.

20 JUDGE CLARK: Here's what we're going to
21 do with this Exhibit 12, because this Exhibit 12 is
22 responsive to a -- because this Exhibit 12 is
23 responsive directly to an Ameren Missouri exhibit,
24 I'm going to hold ruling on -- I'm going to withhold
25 ruling on its admission now, until we get to

1 Ameren's exhibit that this is responsive to and we
2 will address the admission of Exhibit 12 at that
3 time, because right now, it doesn't really mean a
4 lot to me, I understand why you're trying to get it
5 in, but perhaps the, perhaps that will change when
6 we get to Ameren's Exhibit.

7 MR. FELBER: All right.

8 JUDGE CLARK: Let's skip over that for now
9 and I will highlight so that I remember to come back
10 to that. All right, so that's not admitted at this
11 point.

12 MR. FELBER: Understand.

13 JUDGE CLARK: Exhibit 13.

14 MR. FELBER: Yes, Your Honor, and that
15 would be staff report --

16 JUDGE CLARK: Hold on one second, just to
17 re-enforce my memory Mr. Banks, will you remind me
18 of this objection when it gets to the relevant time
19 period.

20 MR. BANKS: Yes, Your Honor.

21 JUDGE CLARK: Thank you very much. All
22 right, go ahead Exhibit 13, that is the staff report
23 contradictions where you have taken a few, a couple
24 of pages of staff's report; is that correct?

25 MR. FELBER: Correct.

1 JUDGE CLARK: I'm wondering at this point
2 in regard to staff reports, since they are going to
3 be asking to admit their entire report and
4 memorandum, which is staff Exhibit 200, if rather
5 than having multiple copies of incomplete portions
6 of the report, if it would be better to addresses
7 admitting staff Exhibit No. 200, the staff report
8 cover pleading, staff report and memorandum, on to
9 the hearing record, do you have any objection to do
10 it that way Mr. Felber?

11 MR. FELBER: I do not.

12 JUDGE CLARK: Okay, Ameren Missouri do you
13 have any objection to do it that way?

14 MR. BANKS: No, Your Honor.

15 JUDGE CLARK: And staff, do you have any
16 objection to going ahead and admitting your staff
17 report cover pleading staff report memorandum
18 Exhibit 200 onto the hearing record.

19 MR. KEEVIL: I don't object to that Judge
20 but I would also, since you're doing that, I would
21 ask that you include the attachments or maybe you
22 are, but include the attachments to the staff
23 report, because I know the different, sort of
24 different Exhibit numbers by labeling them.

25 JUDGE CLARK: I see that, I don't want to

1 jump over or prevent anyone from objecting, I just
2 think it's better to have complete documents as
3 opposed to an incomplete document entered into the
4 record, especially when we have, when the incomplete
5 document is a portion of a complete document, that
6 is evidence of another party, so I'll ask you again
7 Mr. Felber, have you had an opportunity to look at
8 staff's Exhibit 200 and 200 A, B, C, D, E and F
9 which are the attached exhibits to that.

10 MR. FELBER: Correct.

11 JUDGE CLARK: Do you have any objections
12 to admitting any of those onto the hearing record?

13 MR. FELBER: No, I do not Your Honor.

14 JUDGE CLARK: And Ameren Missouri, do you
15 have any objection to admitting Exhibit 200, and 200
16 **A through F onto the hearing record?**

17 MR. BANKS: No objection, Your Honor.

18 JUDGE CLARK: And Mr. Keevil, do you have
19 any objection to admitting those onto the hearing
20 record?

21 MR. KEEVIL: No, I was going to move that
22 they be admitted later on anyway.

23 JUDGE CLARK: I understand that, but
24 people may have a time that they want those admitted
25 and normally, as Mr. Banks has previously pointed

1 out, there is generally a procedure to let them in
2 involving laying a foundation and everything else,
3 so if we are skipping over that it can only be by
4 agreement of the parties. So hearing that nobody
5 objects to that, I am going to admit Exhibit 200,
6 public and confidential onto the hearing record,
7 Exhibits 200A, 200B, 200C, 200E and 200F onto the
8 hearing record, so there were no objection to those,
9 and those are all admitted on to the hearing record.
10 So with that in mind, what pages of this do you want
11 me to go to, Mr. Felber?

12 MR. FELBER: Of the staff report?

13 JUDGE CLARK: Yes, and that is I believe
14 looks like you have several pages here that you're
15 talking about. You're talking about the report of
16 staff, and looks like a first one, two, three, four,
17 five pages.

18 MR. FELBER: Yeah, and the first page is
19 just their signature, I don't care about that, I
20 have to put it in when I had to do it when I was
21 doing selective pages, the first page isn't the one
22 that really has the issue, because it just goes Mr.
23 Keevil and Mrs. King's signature on it.

24 JUDGE CLARK: Okay, why don't you refer me
25 to where, and I believe, according to your exhibit

1 list, staff report and contradictions which show
2 violations, so what are the contradictions that show
3 the violations?

4 MR. FELBER: Down here, well the number
5 one thing is, that page eight goes into page nine,
6 and hold on, let me go into everything, because I
7 have it saved.

8 JUDGE CLARK: Just for clarification
9 Exhibit 13 is not admitted onto the record since
10 we're admitting staff Exhibit 200 and it's
11 attachments instead.

12 MR. FELBER: So the first page that has
13 report of the staff, I don't need that, it just had
14 to be done. Page four which well --

15 JUDGE CLARK: Give me a starting
16 paragraph.

17 MR. FELBER: Customer service complaint.

18 JUDGE CLARK: Okay, I see it.

19 MR. FELBER: You'll notice in here, and we
20 do have a dispute, that's something I think we can
21 conclusively agree on, it says right here under five
22 where the commission writes if a customer disputes a
23 charge, he/she shall pay the utility amount equal to
24 the part of the charge not in dispute. The amount
25 not in dispute shall be mutually determined by the

1 parties, the parties shall consider the customer's
2 prior consumption history, whether variations, the
3 nature of the dispute and other permanent factors in
4 determining the amount of dispute. If the parties
5 are unable to mutually determine the amount of the
6 dispute, the customer shall pay the utility the
7 lesser of an amount not to exceed 50 percent of the
8 charge in dispute or an amount based on usage during
9 like a period under similar conditions, which shall
10 the amount not in dispute, which that hasn't even
11 been an option, I have sent over payment -- I have,
12 I've sent over payment agreements to them and
13 they've -- they've kind of just walked it off,
14 now --

15 JUDGE CLARK: Let me stop you here for
16 just a second, now it says you're referring to that
17 paragraph five which they pulled from commission
18 Rule 20SCR2420-13.045 and in it it says that because
19 staff report said that because Mr. Felber and Ameren
20 could not agree on an acceptable amount, staff
21 believes the following rule should apply; is that
22 correct.

23 MR. FELBER: Correct, it should apply.

24 JUDGE CLARK: All right.

25 MR. FELBER: And it's nothing against

1 staff, I understand staff has a job to do, but it
2 kind of misleads itself, because there hasn't been
3 any reasoning on either side, and you know, I
4 understand that, but if somebody's -- I have, I've
5 even tried to go through and will to resolve the
6 issue outside of that, and at this point they want
7 \$4,000 something and I do have bills that show me
8 they've charged me inaccurate usage; all I want is a
9 proper correct bill.

10 JUDGE CLARK: And this is where the
11 Commission, this is where I had some difficulty
12 understanding your original complaint, and I think
13 it had to do with the -- I think it had to do with
14 the fact that you were asking for punitive damages,
15 because I believe your initial complaint the amount
16 at issue you indicated was, well, was amount far in
17 excess of the amount that Ameren says you owe,
18 correct?

19 MR. FELBER: Correct.

20 JUDGE CLARK: And then you amended that in
21 an amended addition to the complaint, to make that
22 amount a little more than 50 percent more; is that
23 correct?

24 MR. FELBER: Correct.

25 JUDGE CLARK: So it was very -- there was

1 no way to determine exactly which portion of your
2 bill you were disputing from your complaint.

3 MR. FELBER: I've asked them for copies,
4 they were given a piece of paper two months ago, I
5 had asked for all ledgers, how they calculated
6 everything, because I was shown two bills, Ameren's
7 usage history only shows so much far back, should I
8 say more bills, I probably should, but the two bills
9 I uploaded to staff, showed inaccuracies in which to
10 date, those haven't been resolved, so it would fall
11 under, you know, I asked for clarification because
12 if they've charged me wrong in a bill, then you
13 know, then you're taxes drop, fees drop, stuff like
14 that, all that I want is an accurate bill, that's
15 all I want, it's all I want in one bit. Any dispute
16 that I've followed with them, they have not reached
17 out to me to try to resolve the issue, they don't
18 give me anything to do, they say oh, well we go back
19 over and this is it, and I think that all that they
20 do is prolong it, and then they re-bill it, add it
21 and supply it.

22 JUDGE CLARK: Why is this your assessment
23 says it's a contradiction which show violations.

24 MR. FELBER: Because --

25 JUDGE CLARK: Explain to me what the

1 contradiction is, and what the violations are?

2 MR. FELBER: Well, the violations would be
3 under the commission rules and agreement to setting
4 up and both parties agreeing to mutually pay or I
5 would agree to pay 50 percent of the balance, and
6 then services should have been able to be restored,
7 but it wasn't offered.

8 JUDGE CLARK: And how is that a
9 contradiction?

10 MR. FELBER: It's not, it's not, I read it
11 wrong and I apologize, Your Honor.

12 JUDGE CLARK: Okay.

13 MR. FELBER: Because it says the staff
14 recommends, sorry.

15 JUDGE CLARK: Okay, no that's fine, that's
16 fine. Is there anything else you wanted to say
17 about that?

18 MR. FELBER: About that part, no.

19 JUDGE CLARK: Okay, go on them, I
20 apologize for interrupting you.

21 MR. FELBER: No, no, that's fine. And
22 then we have the page where it should be where page
23 10 of 13.

24 JUDGE CLARK: What is the closest bolded
25 paragraph title?

1 MR. FELBER: Ameren sent an agreement in
2 writing to Mr. Felber.

3 JUDGE CLARK: Is that bolded or is that
4 just the first line of the paragraph?

5 MR. FELBER: It's the first line of the
6 paragraph, Your Honor.

7 JUDGE CLARK: Okay, hold on a second,
8 while I find it.

9 MR. KEEVIL: It looks like it's the very
10 top of the page, Judge.

11 MR. FELBER: Yeah, top of the page, the
12 bankruptcy is below it.

13 JUDGE CLARK: Okay. Bankruptcy is below
14 it, there we go, I guess I am used to, I am old
15 school in that I look for an indentation to begin a
16 paragraph.

17 MR. FELBER: Sorry.

18 JUDGE CLARK: No, it's not your fault,
19 conventions have changed and I have not changed with
20 them, so go ahead, Ameren sent an agreement to
21 writing to Mr. Felber, however.

22 MR. FELBER: However Ameren did not notify
23 Mr. Felber by personal service or first class mail
24 about his default prior to his disconnection. In
25 Ameren's response to staff's DR0027 it stated that

1 it has an e-mail template it uses for these
2 confirmation e-mails. Staff has submitted a data
3 request to the company as of July 21, 2023
4 requesting a copy of the template. Without this
5 information, staff cannot determine what is sent to
6 customers in these situations. I would think
7 right --

8 JUDGE CLARK: Go ahead.

9 MR. FELBER: I would think right there
10 that's a key piece right there, that's Ameren
11 admitted they failed to send out a disconnect
12 notice. Now again, it falls into that fine line
13 where they're saying payment agreement or pending
14 payment agreement. On the agreements that are sent
15 out by Ameren, they say payment agreement, so
16 payment agreement would apply to this, they would
17 have had to send out a disconnect notice, first
18 class mail, this right here admits that Ameren
19 failed to follow commission rules and regulations.
20 There's nothing on the e-mails sent, I mean it
21 could -- sure he can argue, I understand you get
22 your arguments of alteration or whatever, but
23 payments agreements, there's no lying or denying
24 it's what they key code in for their interpretation
25 of what it is, if it's going to be something of that

1 nature, they should do better wording of how that is
2 done, but right here it admits, they didn't send out
3 a disconnect notice first class mail, and that is
4 one thing that you guys require that's sent out
5 prior to a disconnection.

6 JUDGE CLARK: Go ahead, Mr. Felber.

7 MR. FELBER: Okay, I'm going back. Then
8 Exhibit 14 was the T-Mobile call logs.

9 JUDGE CLARK: And that was already
10 admitted.

11 MR. FELBER: Already admitted, Exhibit 15
12 I think is crucial because of a couple things, first
13 and foremost, I am the type of person when we try to
14 prove something or clear something, I believe in
15 being, I believe in being able to, the whole goal of
16 everything is to mutually come to an agreement
17 correct, or resolve an issue without the process of
18 carrying on further and further. So when I got the
19 agreement, I offered for counsel to reach out to me
20 not only once, but three times to set up a video
21 conference with Twilio to go ahead and discuss these
22 agreements, so that way they could get a better
23 grasp of how they're done.

24 JUDGE CLARK: Hold on, I need to find this
25 e-mail that you're discussing, because I do not

1 remember seeing it in your exhibits. Okay, setting
2 up the conference between Twilio, Respondent and
3 Complainant?

4 MR. FELBER: Yes, Your Honor.

5 JUDGE CLARK: And that is Exhibit 15; is
6 that correct.

7 MR. FELBER: Yes, Your Honor.

8 JUDGE CLARK: Any objections to admitting
9 Exhibit 15 onto the hearing record?

10 MR. BANKS: Yes, Your Honor, it's
11 irrelevant and immaterial, and by further
12 explanation as outside counsel for Ameren,
13 Mr. Felber gives me too much credit for my ability
14 to direct people to do and not do anything, however,
15 in this instance, I did direct our people not to
16 meet with Twilio, because of matters that would
17 later come out, and would probably only further
18 excite the parties (inaudible word) going to now.

19 JUDGE CLARK: You said this is crucial,
20 Mr. Felber, why is this crucial, all this shows to
21 me is that you invited Ameren to meet with Twilio
22 and they declined.

23 MR. FELBER: I would think he would want
24 to know for the record of anything that you know
25 hey, this is what was sent, this is how the process

1 works, this is how, you know, what goes on. Now,
2 he's saying if there something else, and I
3 understand as counsel he has a job to do, however, I
4 believe he's going to try to use a tactic that he's
5 not admitting things too.

6 JUDGE CLARK: Well, I think you just
7 indicated that you invited him to interact with you
8 and Twilio and he indicated specifically instructed
9 Ameren employees not to, and had no desire to do so
10 himself, I don't see where you need the exhibit once
11 that's been done, that's already part of the record.

12 MR. FELBER: Okay.

13 JUDGE CLARK: So -- and I actually agree,
14 I agree with Mr. Banks, outside of the mere fact
15 it's not the content.

16 MR. FELBER: Okay.

17 JUDGE CLARK: Of this exhibit that's
18 important to you, what's important is that you
19 offered and that offered was not accepted, correct?

20 MR. FELBER: Correct, Your Honor.

21 JUDGE CLARK: I think we established that,
22 Exhibit No. 15 is not admitted onto the hearing
23 record, I am sustaining the objection.

24 MR. FELBER: All right, thank you Your
25 Honor.

1 JUDGE CLARK: All right, go ahead
2 Mr. Felber.

3 MR. FELBER: Number 16 is the e-mail, back
4 earlier this year, I remember again, Ms. Engelbrecht
5 and I, Ms. Grubbs go back pretty far as far as
6 talking and stuff. I received a thing for medical
7 hardship, that e-mail that I sent was an e-mail to
8 Mrs. Engelbrecht which establishes that I did go
9 through the process and I wanted to know the status
10 of it, and there was no response back. I kept my
11 son's medical records out of that, or medical and
12 everything out of that simply because, but that
13 establishes where they said I did not apply or did
14 not take an attempt to apply, there's an e-mail
15 correspondence between us that I did apply. And the
16 two people that regularly were -- well she was one
17 of the main working on the account, so it
18 establishes that there was a lack of neglect for
19 them, following through to make sure.

20 JUDGE CLARK: Okay, is there any objection
21 to admitting Exhibit 16, the e-mail to Terri
22 Engelbrecht onto the hearing record.

23 MR. BANKS: Yes, Your Honor, this record
24 was provided to us after the close of discovery. It
25 was the subject of a motion to compel with further

1 information which I believe had been ruled on and it
2 should be stricken as non-admissible.

3 MR. FELBER: You could argue that, but,
4 however --

5 JUDGE CLARK: Well, hold on, I haven't
6 asked for a response yet, Mr. Felber.

7 MR. FELBER: Okay, all right.

8 JUDGE CLARK: Did you supply this to
9 Ameren after the close of discovery?

10 MR. FELBER: He had badgered me for it,
11 because he kept on bringing it up in previous
12 statements.

13 JUDGE CLARK: I will go with he had
14 requested it, so he had requested it from you.

15 MR. FELBER: Yes, he requested it from me,
16 and then in continued responses, he put in hearings
17 he continued to label that, so I went ahead and dug
18 it up from my e-mails and I submitted it to show --

19 JUDGE CLARK: I'm picking up somebody's
20 conversation, I don't know who it is, but if we can
21 mute that, I don't want it on the record.

22 Mr. Banks, is there a form that needs to
23 be submitted, is there a form because it says
24 paperwork?

25 MR. FELBER: There is.

1 JUDGE CLARK: Well I wasn't asking you, I
2 was asking Ameren.

3 MR. FELBER: Oh sorry.

4 MR. BANKS: Your Honor, what Ameren
5 requires is a statement faxed to Ameren directly
6 from the medical doctor's office describing why the
7 medical extension is needed and outlining how the
8 patient would be affected adversely if it's not
9 given. It has to be provided before the
10 disconnection, not after the disconnection.

11 MR. FELBER: That was in March.

12 JUDGE CLARK: I understand, and I can see
13 that, and it says that you're applying for financial
14 help and medical hardship, in which place I would
15 like to apply for. Here's what I'm going to do,
16 over Ameren Missouri's objection, I am going to
17 admit this onto the hearing record, for the limited
18 purpose because it does not indicate that you ever
19 actually submitted any sort of paperwork, I am
20 allowing it for the limited purpose of showing --
21 for the limited purpose of showing that you e-mailed
22 them to get information regarding financial help and
23 a medical hardship, so Ameren, your objection is
24 overruled and the objection is -- and the Exhibit 16
25 is admitted onto the hearing record with the

1 limitation that is only to show that he had
2 requested information regarding applications for
3 financial help or medical hardship.

4 Wait a second while I take a note as to
5 that. All right, do you have any anything else you
6 wanted to say about that document, Mr. Felber?

7 MR. FELBER: No, Your Honor.

8 JUDGE CLARK: Okay, continue.

9 MR. FELBER: Exhibit 17 if you want to
10 admit it or not, it's just there, Missouri state
11 statutes regarding access to meter or any of that
12 nature.

13 JUDGE CLARK: Any objection to admitting
14 those on the hearing record?

15 MR. BANKS: No, Your Honor.

16 MR. KEEVIL: Judge I am going to throw one
17 out, on the statute of the leave, if I'm not
18 mistaken, that statute is referring to
19 multi-residency buildings, if you look at the
20 definition of residence, I think it talks about
21 multi-occupancy residence, so I don't think it would
22 have any applicability to this particular situation,
23 which is not a multi-occupancy situation.

24 JUDGE CLARK: Now does this relate, if I
25 remember right, there were two things in here I saw,

1 you have there is Chapter 393 written demands,
2 notice, contends refusal of access and then you're
3 using, you're using the 393550 definitions in
4 regards to denial of access, is that what you're
5 trying to get to?

6 MR. FELBER: Correct, denial access, yeah,
7 access demand notice and everything of that nature.

8 JUDGE CLARK: So you're not wanting the
9 definition of residence there, you were actually
10 wanting the definition of denial of access?

11 MR. FELBER: Correct.

12 JUDGE CLARK: Okay.

13 MR. KEEVIL: Well Judge, I think that
14 definition only applies, well the other definitions
15 also apply.

16 JUDGE CLARK: So you're saying the denial
17 of access would only apply to a multi-family home?

18 MR. KEEVIL: I could be wrong, but that
19 was my initial impression when I read through it,
20 because I think what that definition is talking
21 about is the situation where you one, due to one
22 occupant, what one occupant is preventing the
23 utility access to the premises which affects all
24 other occupants, and that particular safety allows
25 the utility to go to circuit court to get an access,

1 order, when the person, when the other occupants
2 don't want to allow access, but again, I don't even
3 see the relevance of this, because it's not a
4 question of was the utility denied access to
5 Mr. Felber's meter, so I'm not even sure how this
6 would factor into this particular case, but that's
7 why.

8 JUDGE CLARK: I see what you're saying, I
9 see what you're saying Mr. Keevil, I dislike it when
10 residents can mean different things, depending on
11 which chapter or section of statute we're in.
12 What's the -- why is this important Mr. Felber, what
13 are you trying, what do these two interacting with
14 each other show, what are you trying to show?

15 MR. FELBER: All right, so I guess what
16 I'm trying to show off of it is, I would assume by
17 them when they were up at my fence line and trying
18 to jump my fence, they were trying to get access to
19 the meter itself, because that would be the first
20 thing you're going to probably do, is you're going
21 to want to yank the meter off, so that way you can
22 have possession of the meter. That being said, I
23 have no problem with you trying to get access to a
24 meter, I have no problem with whatever, but they
25 didn't follow what they're supposed to do and send

1 out an access demand later, and that would
2 constitute them trying to go into the yard. So then
3 after that, the next thing that they decided to do
4 was go over to the pad mount, because if they didn't
5 get access to the meter itself, that would be your
6 next course of access to be able to use and then go
7 ahead and do whatever he calls a soft reset, hard
8 reset and then just do that. However, that points
9 out that Ameren Missouri did not follow protocol of
10 access demand, they actually loopholed themselves
11 and instead of parking their vehicle on the street,
12 like they should have, ringing a doorbell, or even
13 my neighbors doorbells and said hey, I need access
14 to this or this or this, go from there and then from
15 that matter, go from there, you know, if they were
16 constituting fraud as they say, that would be
17 relevant because usually when you call for grounds
18 of fraud, usually you have a government entity come
19 along with you. I know Spire does the same thing,
20 if they think somebody committing fraud, they send a
21 police officer, Ameren Missouri didn't do that,
22 Ameren Missouri did not want a police officer to be
23 there simply for the fact of, they knew they were
24 encroaching property that they were not supposed to
25 be on. I have no problem with them doing what

1 they're doing with their job, I just want them to do
2 it the legal way, the right way and go from there,
3 the rules shouldn't exempt them from not following
4 and getting an access demand later and sending an
5 access demand letter. In fact, under law, since I'm
6 renting -- I would be renting from a landlord, they
7 should technically notify my landlord.

8 MR. BANKS: Your Honor, I'm sorry for
9 having misspoke.

10 JUDGE CLARK: Go ahead, Mr. Banks.

11 MR. BANKS: Ameren Missouri joins in
12 staff's objection.

13 JUDGE CLARK: Well, here's what I'm going
14 to say, I decided this while listening to Mr. Felber
15 talk in conjunction with the law is the law, whether
16 or not you admit, whether you not you admit an
17 exhibit on -- in that regard, it doesn't change the
18 fact that 393550 through 393553 exists, so I will
19 Mr. Felber keep those in mind and take a further
20 look at those as you have pointed those out, to see
21 whether or not I believe that law in anyway applies,
22 however, I am not going to admit the exhibit, so
23 Exhibit 17 is not admitted onto the hearing record,
24 but I will take a look at 393550339353.

25 MR. FELBER: All right, thank you Your

1 Honor.

2 MR. KEEVIL: And Judge, I agree, if it
3 applies it applies, then it should apply, but if it
4 doesn't apply then it doesn't apply.

5 JUDGE CLARK: That's why I am not
6 admitting it as an exhibit, but I'm pointing out
7 that I will look at it.

8 MR. KEEVIL: Yeah, good thing.

9 JUDGE CLARK: Go ahead, Mr. Felber.

10 MR. FELBER: Exhibit 18, and again if it
11 needs to be entered in it can be, or it doesn't need
12 to be entered in. It's definition of the dictionary
13 between alteration and water mark.

14 JUDGE CLARK: Any objection to admitting
15 Exhibit 18 onto the hearing record?

16 MR. BANKS: Yes, Your Honor.

17 JUDGE CLARK: I'm sorry?

18 MR. BANKS: Irrelevant and immaterial.

19 MR. FELBER: Oh, no.

20 JUDGE CLARK: Hold on, Mr. Felber.

21 Mr. Banks, would you clarify why it's irrelevant and
22 why it's immaterial?

23 MR. BANKS: Because it doesn't lend itself
24 to satisfy many of the issues that we're here today
25 to talk about, I can concede that the dictionary

1 says alterations is one thing and water mark is
2 something else, that's not determinant (ph).

3 JUDGE CLARK: I don't think it's
4 determinant (ph), I think Mr. Felber is asking to
5 get this into the record merely to make a
6 distinction between a water mark and an alteration,
7 I'm going to overrule your objection and allow it in
8 for that purpose, it doesn't seem to be -- while it
9 is a Google definition which I'm not particularly
10 fond of, there's nothing about it that strikes me as
11 particularly different from what I would expect to
12 find in any dictionary in regards to those terms, so
13 I will let it in for that limited purpose and
14 overrule your objection.

15 Go ahead, Mr. Felber.

16 MR. FELBER: Then I would have exhibit
17 over two Ameren bills, it would be 19, they were
18 sent, it was bill for 7/29/2022, and a bill for
19 November 29, 2022.

20 JUDGE CLARK: Any objection to admitting
21 Exhibit 19, and that's two bills, is that correct
22 Mr. Felber?

23 MR. FELBER: Yes, Your Honor.

24 MR. BANKS: Any objection to admitting
25 Exhibit 19 onto the hearing record?

1 MR. BANKS: Yes, Your Honor, they're not
2 including in Mr. Felber's Exhibit list.

3 JUDGE CLARK: Has Ameren seen these bills
4 before?

5 MR. BANKS: Yes, Your Honor.

6 JUDGE CLARK: So Ameren was aware of their
7 existence?

8 MR. BANKS: Yes, Your Honor.

9 JUDGE CLARK: What's the purpose of
10 offering these, Mr. Felber?

11 MR. FELBER: They were circled and
12 highlighted, if you notice on November 29ths bill, I
13 have charges for summer usage in the winter, Ameren
14 doesn't charge summer usage in the winter.

15 JUDGE CLARK: Hold on, point this out to
16 me please, (inaudible word) that I haven't ruled on
17 this yet.

18 MR. FELBER: On --

19 JUDGE CLARK: I'm looking at the 11/29/22.

20 MR. FELBER: Correct.

21 JUDGE CLARK: Where am I looking?

22 MR. FELBER: In you notice down on it, it
23 shows where I circled, there should be a circled or
24 it's not circled on that, but in EFIS it was
25 circled, I'm being charged a small fee for summer

1 usage in the winter.

2 JUDGE CLARK: Hold on just a second.

3 MR. FELBER: They're also in the staff
4 report.

5 JUDGE CLARK: Hold on, now I believe and
6 can somebody, I've got a few clarification questions
7 for either Ameren or staff, this just has to do with
8 a gap in my realm of knowledge. Now if I'm correct,
9 there is a summer and a winter usage rate, but not a
10 fall or spring usage rate; is that correct?

11 MR. BANKS: Yes, Your Honor.

12 JUDGE CLARK: And -- and what is
13 considered summer, what months are considered summer
14 for purposes of the summer rate, go ahead Miss
15 Grubbs.

16 MS. GRUBBS: I apologize, Your Honor, it
17 took me a second to get off of mute. The summer
18 rates are in affect from June 1 through September
19 30, so this what we call a straddling bill, if you
20 will, a transitional bill, because it reflected
21 summer and winter usage.

22 JUDGE CLARK: That's because it goes from
23 the 27th but not the very end of the month; is that
24 correct?

25 MS. GRUBBS: Yes, Your Honor.

1 JUDGE CLARK: Okay, and in regard to the
2 7/29/22 bill, Mr. Felber, what do you think is the
3 discrepancy there.

4 MR. FELBER: Again, winter and summer
5 months.

6 JUDGE CLARK: Miss Grubbs, when did you
7 say that the summer months apply, I heard through
8 the end of September, but I didn't see the starting
9 date?

10 MS. GRUBBS: June 1 through the end of
11 September.

12 JUDGE CLARK: So that would also
13 include -- that would also include part of the
14 winter rate; is that correct?

15 MS. GRUBBS: Yes, this is also a seasonal
16 transition or straddling bill.

17 MR. FELBER: When does it go through, Your
18 Honor?

19 JUDGE CLARK: Hold on, can you repeat that
20 again for Mr. Felber, you said June 1.

21 MS. GRUBBS: Yes, summer rates are in
22 affect from June 1 through September 30.

23 JUDGE CLARK: I don't think this shows
24 what you think it shows, Mr. Felber, I am going to
25 over objection admit it on the hearing record and

1 give it it's due weight.

2 MR. FELBER: All right, thank you, Your
3 Honor.

4 JUDGE CLARK: All right go ahead.

5 MR. FELBER: And the last one, it doesn't
6 have to be admitted, if not, I sent it, it was late
7 last night, I wanted to go ahead, I did a video, I
8 don't think you got it, just because it was a Google
9 drive, and how big it was, Mr. Banks did get it and
10 my wife did get it, it was a video document showing
11 how to utilize water marks, through HP and how my
12 printer comes with the capability to add a water
13 mark, whether he wants it, whether he uploaded it or
14 not or whatever, it's up to him. It's too big of a
15 file to send direct e-mail, but it shows right in a
16 drop down box for HP water mark, and you just click
17 it, you can put it in, you can put which way you
18 want it, if you want it diagonal, straight across,
19 centered, left, right. I sent that to show that
20 despite being said that I -- I can change things, I
21 can't changes things. It goes to show that I did
22 not do anything to the document, but put a water
23 mark on it, that's all I did.

24 JUDGE CLARK: And this is Exhibit 20?

25 MR. FELBER: Yes, Your Honor.

1 JUDGE CLARK: Mr. Banks, any objection to
2 admitting Exhibit 20 onto the hearing record?

3 MR. BANKS: Yes, Your Honor. It does not
4 contribute to the resolution of the issues, and in
5 fact, we would argue that it makes our case, it
6 proves that he is capable of manipulating these
7 documents and he gives us a tutorial about how to do
8 it, we don't think that tutorial helps the issues in
9 dispute.

10 JUDGE CLARK: Okay, all right, you're
11 saying it makes your case, but your other objecting
12 to its admission?

13 MR. BANKS: That's right.

14 JUDGE CLARK: Okay, I actually agree with
15 Mr. Banks, I don't think it's necessary, and the
16 reason I don't think it's necessary, is because the
17 water mark payment agreement has been admitted onto
18 the hearing record, so we already have it, there's
19 no necessity for a video explaining what water marks
20 are and how they were done, so.

21 MR. FELBER: Understandable, Your Honor.

22 JUDGE CLARK: So Exhibit 20 is not
23 admitted onto the hearing record and the objection
24 is sustained. Okay, you're still testifying,
25 Mr. Felber so go, this may mark the end of your

1 exhibits, is there additional testimony that you,
2 yourself want to offer at this time?

3 MR. FELBER: Testimony of anything or just
4 anything in general?

5 JUDGE CLARK: Not argument, I don't want
6 to hear an argument, that's something you should
7 save for closing, but if there are additional facts
8 that is not covered in these evidence that you want
9 the commission to be aware of.

10 MR. FELBER: That's pretty much it.

11 JUDGE CLARK: I don't know about anybody
12 else, but I feel like at this point I need to take a
13 short break, are there any objections to taking a
14 short recess at this time?

15 MR. FELBER: No, Your Honor.

16 MR. BANKS: No, Your Honor.

17 JUDGE CLARK: Staff?

18 MR. KEEVIL: Sorry Judge, no, I have no
19 objection.

20 JUDGE CLARK: Okay, what I will probably
21 do is I do want to at least get through Mr. Felber
22 as much as possible, assuming we can do that before
23 we break for lunch, so why don't we take, it is
24 11:16 now, why don't we take about a 15 to 20 minute
25 break and be back here at 11:35, okay?

1 MR. BANKS: Yes, Your Honor.

2 MR. FELBER: Yes, Your Honor, thank you.

3 JUDGE CLARK: And with that, we will
4 recess and go off the record.

5 (Whereupon, off the record)

6 (Whereupon, back on the record)

7 JUDGE CLARK: Now Mr. Felber, can you hear
8 me?

9 MR. FELBER: Yes, Your Honor.

10 JUDGE CLARK: You had an opportunity to
11 testify, now it's the opportunity of Ameren
12 Missouri, followed by staff, followed by myself, or
13 the commission, and/or the commission, and as well
14 as any additional recross, based upon that, so with
15 that in mind, I'm going to remind you that you are
16 still under oath and that Ameren Missouri is going
17 to have an opportunity to ask you questions now, and
18 barring objections to the questions, try and stay on
19 point with answering the questions, okay?

20 MR. FELBER: All right, yes, Your Honor.

21 JUDGE CLARK: All right, Ameren Missouri,
22 go ahead.

23 MR. BANKS: Thank you, Your Honor.

24 C R O S S E X A M I N A T I O N

25 Questions by Mr. Banks:

1 Q. Invite your attention to Ameren Missouri
2 hearing Exhibit 101C, would you please identify that
3 document?

4 A. 101C?

5 JUDGE CLARK: And that is the formal
6 complaint?

7 A. The formal complaint, yes.

8 Q. (By Mr. Banks) Would you please go to the
9 second page and read into the record the paragraph?

10 JUDGE CLARK: Which paragraph?

11 Q. (By Mr. Banks) Paragraph five, please?

12 A. Paragraph five?

13 JUDGE CLARK: Number five I believe is the
14 amount at issue?

15 MR. BANKS: Yes.

16 A. \$10,485.

17 Q. (By Mr. Banks) How'd you come up with
18 that figure?

19 A. Well, number one, how did I, I came up
20 with that figure based off of what I have, I've
21 actually had, I've actually had to do more than
22 that. As a result of the actions, I had to buy a
23 generating system, battery backups to be able to
24 make the house functionable, properable (sic),
25 living, since there is no electric to the premises.

1 I'm not going to -- it's not fair to my father, it's
2 not fair to the owner of the premises, so I went out
3 my way, I purchased the products to be able to make
4 the house functional.

5 Q. Isn't it true that this figure includes
6 punitive damages?

7 A. Well, it might, it might include a couple
8 of -- it does probably have punitive damages, which
9 I was not aware before filing that the commission
10 can instruct punitive damages, however, the actual
11 damages are listed accurately and that amount that
12 would be the gas that I've had to supply, the
13 generators that I've had to purchase, the
14 maintenance to the generators and the battery
15 backups.

16 Q. All right, are you waiving your claim for
17 punitive damages at this point?

18 A. Inside the commission, correct, I will, I
19 will waive the punitive damages part from the
20 commission, outside of there, no.

21 Q. Are you also waiving in front of the
22 commission, your claim for lost goods?

23 A. No.

24 JUDGE CLARK: Would somebody define for me
25 what we're calling lost goods?

1 **A. That would be refrigerated goods that had**
2 **to actually be thrown out as a result of the**
3 **disconnection of things. I probably had about \$750**
4 **worth of groceries that had to go out, because I was**
5 **not able to get a generator on the property the same**
6 **day, so I lost spoilage of a lot of stuff. That was**
7 **between a deep freezer and a refrigerator.**

8 JUDGE CLARK: Go on Ameren, I apologize.

9 Q. (By Mr. Banks) Where did you stay when
10 you incurred the hotel expenses?

11 **A. Hotel expenses, a Holiday Inn, and then**
12 **you know what else I also did once I got the**
13 **generator, I went ahead and toughed it out sometimes**
14 **here. I also traveled between businesses as I've**
15 **said before, I have places where I can go ahead and**
16 **whether they're private party, Airbnb's, going from**
17 **there.**

18 Q. How many days were you at the hotel?

19 **A. Between hotels, sporadic.**

20 Q. What days were you there?

21 **A. I would say a total of 75.**

22 Q. Who stays there with you?

23 **A. Myself.**

24 Q. Where were your wife and children during
25 this period?

1 A. In my house, or in my parent's house, but
2 they had a generator running, it was supplying,
3 going from there. My days that I was out, I was
4 attending because meetings in other states and
5 everything.

6 Q. What was your total bill for the hotels?

7 A. After discounts and everything, \$4,000.

8 Q. How much of the \$10,485 that you're trying
9 collect in the alleged damages is for lost income?

10 A. That doesn't include lost income. If I
11 had to put lost income into it, I would put Ameren's
12 cost me about \$6,000 a month, in avenue channels.

13 Q. What does that mean, avenue channels?

14 A. In wages where I had to go ahead, I have a
15 dog grooming business that I also run, so I had to
16 find a mobile grooming unit and use that to go ahead
17 and do work, yeah.

18 Q. Now let me get this straight, you're some
19 kind of cyber computer expert with government
20 contracts, and you do dog grooming on the side?

21 A. I have a lot of businesses, sir, I also
22 operate a nonprofit church, I also -- I've been in
23 the cellular communications industry for 20 years,
24 that was my main deep background. I also, believe
25 it or not, if you want to look up under Secretary of

1 State, I run a nonprofit business that is actually
2 in utility helping customers that have problems like
3 mine daily, consumer regulation, yes, I have
4 multiple sources of income.

5 Q. How many of those businesses did you run
6 from the Florissant property?

7 A. Well, I can run them all mobile, I can run
8 every single one of them, one of them was the main
9 business would be the dog grooming before the
10 generator.

11 Q. Are you finished with your answer?

12 A. I did finish my answer, the main one was
13 the dog grooming that runs out of here, everything
14 else I can do remotely, I have sales tax licenses in
15 Kansas, Vermont, California, Vegas, the whole nine
16 yards, I travel to the areas, I have a Washington DC
17 address that I've given you before and everything.

18 Q. No, you didn't give us a Washington DC
19 address?

20 A. Oh, I did.

21 Q. No, in fact --

22 A. I did.

23 Q. Didn't Judge Clark order you to provide us
24 with a list of every place that you've supposedly
25 lived at over the last six months and you refused?

1 **A. No, actually I didn't refuse, it's not**
2 **relevant, sir, what does that have to do with**
3 **anything, those with businesses, those are private.**
4 **You can look it up public record, go to the**
5 **Secretary of State's office of each of those states,**
6 **there's nothing in there that dose that, nothing,**
7 **one bit. Who gives my -- whoever -- unless you are**
8 **sort of like the mail let's go to talk about that**
9 **you threw a conniption fit because I have a mailing**
10 **agent, does Ameren Missouri have a mailing agent, do**
11 **they have a P.O. Box too?**

12 JUDGE CLARK: Mr. Felber it's not your
13 opportunity to ask questions at this point in time.

14 MR. FELBER: Okay.

15 Q. (By Mr. Banks) Mr. Felber, isn't it true
16 that after Ameren legally disconnected you, you
17 tried to have service restored in the name of an
18 LLC?

19 **A. No law against it.**

20 JUDGE CLARK: Is that a yes?

21 **A. It is a yes and there's no law against it,**
22 **you show me a law that says it can't be done.**

23 Q. (By Mr. Banks) I'll let the law stand for
24 itself. Are you aware that even if you disputed an
25 amount owed to Ameren Missouri for electric service,

1 you must still pay one half of the amount owed?

2 A. That's interesting, because you guys never
3 offered that option to the e-mail that I gave you.

4 Q. Since May 19, 2023, have you paid Ameren
5 Missouri any portion of the amount that's owed?

6 A. No, because under one of your exhibits
7 here's the funny thing, when looking at your exhibit
8 list, you guys want \$4,000, actually let me back up,
9 let me back up, when the service was actually
10 disconnected, I reached out to Ms. Grubbs, I talked
11 to her about setting up a payment agreement plan,
12 then you entered in, I told her what was going on, I
13 told her we had -- we would apply for again, medical
14 hardship, we would go ahead and do this, she asked
15 how much I was willing to pay, I told her what we
16 could pay weekly, monthly, whatever. The one thing
17 you guys stated here on, hold on, it says it right
18 here, somewhere in here, I have to pay -- contrary
19 to the amount that public service commission says of
20 \$4,019 in your own exhibit that you sent me, says I
21 have to pay \$4,600.

22 Q. Mr. Felber, isn't it true that Miss Krcmar
23 tried to intervene in front of social service
24 agencies to get you some help, and you told the
25 social service agencies no, that's okay, I filed a

1 complaint before the commission?

2 A. She did -- what did she do, when did she
3 try to get me social service help?

4 Q. Before the disconnection, wouldn't do much
5 good to get it after the disconnection?

6 A. She did not try to get me something before
7 the disconnection, if anything was done, was back in
8 March and then in March, I talked, that's the e-mail
9 that Miss Engelbrecht and Miss Grubbs got, so they
10 sent a piece of paper out and I wanted to proceed
11 with that, and nobody got back to me. And your guys
12 website kind of differential of everything because
13 it has multiple things there.

14 Q. How long have you stayed at the property,
15 the Florissant property that's subject of this
16 dispute?

17 A. Say what, sorry?

18 Q. How long have you stayed at the property,
19 the Florissant property that is the subject of this
20 dispute?

21 A. Well, let's see, I was born and raised in
22 this house, so I've actually lived here with my
23 parents. Prior to that, I moved out, I came back in
24 2011 had a cluster with Ameren on that, and since
25 2011, and then it had to be put back in my parents

1 name because you guys tried to say I used a social
2 security number out of Colorado, so when the police
3 ran it and traced it, it came back to Missouri, and
4 then services were put back in my name after the
5 bankruptcy filing, because I had filed for
6 bankruptcy in 2018.

7 Q. What's your wife's name?

8 A. Lisa Lambert.

9 Q. How long have you been married to her?

10 A. A long time.

11 Q. So isn't it true that she benefitted from
12 the electric service that you received as well as
13 you did?

14 A. No, she did not, because for a year and a
15 half to two years, she did not -- we were on and off
16 in our relationship, she did not benefit before it
17 was disconnected. We have marital issues such as
18 everybody else does and that's personal, I don't
19 need to get involved with that, if you want to talk
20 about that on another day, we'll talk about that on
21 a different day, but that's not something I wish to
22 discuss. Everybody has marital issues, everybody
23 has problems, and going from there, she did not
24 benefit from that and she's not subject to it, my
25 kids are not subject to it.

1 Q. Mr. Felber, didn't you call Ameren's
2 service desk impersonating to be your wife in an
3 attempt to get the service restored?

4 A. I did not.

5 MR. BANKS: Your Honor, we're going to
6 move that the rest of this hearing be considered in
7 camera. While Mr. Felber has the right and perhaps
8 has already exercised the right to waive his privacy
9 issues, we would feel uncomfortable inadvertently
10 interjecting anything that should not come into the
11 public domain, so therefore, we ask that the rest of
12 cross-examination be considered in camera in it's
13 entirety.

14 MR. FELBER: I disagree and object.

15 MR. BANKS: Well, fine he can waive his
16 right to privacy and we'll move on.

17 MR. FELBER: No, if you want to talk to my
18 wife, you can ask her about that, I did not
19 impersonate my wife.

20 JUDGE CLARK: I think the question before
21 us at this point is do we go in camera or not.

22 MR. FELBER: I have nothing to hide.

23 MR. BANKS: Your Honor, with that in
24 mind --

25 JUDGE CLARK: Hold on, hold on please,

1 Mr. Banks. I understand Mr. Felber, and I think
2 I've explained to you that under the commission's
3 rules, the commission generally cannot reveal
4 customers specific information, customer specific
5 information is a fairly broad thing, but we general,
6 I used it to include such things as your individual
7 address, personally identifying information, outside
8 of your name, which we can't really conduct a
9 hearing without, social security number has been
10 brought up before, right down even to the specific
11 amounts of some of your bills, as I indicated, all
12 of that is your information, however, and so it is,
13 you can discuss it, in testimony and if you choose
14 to do so, you would be waiving it. I don't have a
15 problem going in camera, to explain Mr. Felber you
16 know what going in camera means?

17 MR. FELBER: Not from your guys stuff, no.

18 JUDGE CLARK: Okay, why don't I explain it
19 real quick and then we can make a decision there.
20 Right now, there are 21 participants watching this,
21 many of them have a right to be here, such as the
22 attorneys, myself, commissioners, and even the
23 executive advisers to the commissioners, there may
24 be some -- and the court reporter of course, there
25 may be some people who do not, I don't see anybody

1 directly on, but that does not necessarily mean that
2 that is the case, by going in camera what
3 essentially I would be doing is having a breakout
4 room and inviting people to the breakout room that
5 are allowed the hear the confidential information
6 and then continuing the cross-examination there. I
7 will let you do what you want, I will say that it
8 would be my preference to go in camera, because I
9 really don't like putting customer specific
10 information out there if I don't have to, and I
11 can't see anything that's being served by it. I
12 understand that your desire is to be open and
13 honest, I don't think going in camera has anything
14 to do with that, just saying that maybe this is
15 information that isn't for the larger public
16 consumption. And as I said, the no in camera
17 portions of this will be posted to the commission's
18 website eventually for anybody to tune in and see,
19 so, what would like to do?

20 MR. FELBER: We'll go off in camera,
21 that's fine.

22 JUDGE CLARK: Okay, this is always
23 technically a hard part for me, so I'm going to see
24 how to do this, if I remember correctly, so bear
25 with me.

1 I don't believe I enabled a big breakout
2 section, did somebody else? Miss Walters, did you
3 enable the breakout session.

4 MR. WALTERS: Yes Judge, I did.

5 JUDGE CLARK: Do you want to scoot
6 everybody who is allowed to view the information
7 over, that would be all of the attorneys, that would
8 include all of the commission executive advisors,
9 and that would include any commissioners, that would
10 not include -- I'm going ask some individual
11 questions, I would say. All right, I've got all 20
12 people here, so I'm going to ask some individuals
13 questions. Miss Scurlock, are you allowed to view
14 this information. I'm not getting a specific
15 answer.

16 COMMISSIONER COLEMAN: Judge?

17 JUDGE CLARK: Yes, Commissioner.

18 COMMISSIONER COLEMAN: It's Commissioner
19 Coleman, Miss Scurlock responded via chat to you.

20 JUDGE CLARK: Oh, I see, I'm sorry, it
21 says I do not have a mic, thank you very much for
22 bringing that to my attention, Commissioner Coleman,
23 I do not pay much attention to the chat, since that
24 is not officially part of the record, but she is.

25 MR. KEEVIL: This is Mr. Keevil, I think I

1 could be wrong, but I think all staff technically
2 has access to the in camera confidential testimony
3 and portion of the hearing, Miss Scurlock would be
4 both an attorney for staff and member of staff, so I
5 think she is, I think all the staff people qualify,
6 but if you want to do something different, let me
7 know.

8 JUDGE CLARK: No, no, no, no, I was
9 looking at that and you've answered my question,
10 here's what we're going to do. We're going to go
11 off the record for two seconds, we're not going to
12 go anywhere, because I just don't want to muddy up
13 the record.

14 (Whereupon, off the record)

15 (Whereupon, back on the record)

16 JUDGE CLARK: Well, we will go in camera
17 without a breakout session, if more people would
18 join in the future necessitating a breakout session
19 where in camera, we would do that, but for right
20 now, we will consider ourselves in camera, and let's
21 go ahead.

22 (Whereupon, in camera)

23 Q. (By Mr. Banks) [REDACTED]

24 [REDACTED]

25 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK : [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A.

Q.

A.

Q.

A.

Q.

A.

Q.

A.

Q.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Q. [Redacted]

[Redacted]

[Redacted]

A. [Redacted]

[Redacted]

[Redacted]

[Redacted]

Q. [Redacted]

A. [Redacted]

[Redacted]

Q. [Redacted]

A. [Redacted]

Q. [Redacted]

[Redacted]

[Redacted]

[Redacted]

A. [Redacted]

[Redacted]

[Redacted]

[Redacted]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE BANKS: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

JUDGE CLARK: [REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED].

A. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. BANKS :

[REDACTED]

[REDACTED]

JUDGE CLARK :

[REDACTED]

[REDACTED]

MR. BANKS :

[REDACTED]

JUDGE CLARK :

[REDACTED]

[REDACTED]

MR. FELBER :

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. BANKS: [REDACTED].

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED].

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. BANKS: [REDACTED]

[REDACTED].

MR. FELBER: [REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. (By Mr. Banks) [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

[Redacted text block]

A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

Q. (By Mr. Felber) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[Redacted text block containing 25 lines of content, including Q. and A. markers]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED] [REDACTED]

JUDGE CLARK: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS:

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1

[REDACTED]

2

Q. [REDACTED]

3

A. [REDACTED]

4

Q. [REDACTED]

5

[REDACTED]

6

A. [REDACTED]

7

Q. [REDACTED]

8

A. [REDACTED]

9

[REDACTED]

10

[REDACTED]

11

[REDACTED]

12

[REDACTED]

13

[REDACTED]

14

[REDACTED]

15

[REDACTED]

16

Q. [REDACTED]

17

[REDACTED]

18

A. [REDACTED]

19

[REDACTED]

20

[REDACTED]

21

Q. [REDACTED]

22

[REDACTED]

23

[REDACTED]

24

A. [REDACTED]

25

Q. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

Q. (By Mr. Banks)

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED].

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

MR. BANKS: [REDACTED] [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. FELBER:

[REDACTED]

JUDGE CLARK:

[REDACTED]

MR. BANKS:

[REDACTED]

Q. (By Mr. Banks)

[REDACTED]

A.

[REDACTED]

Q.

[REDACTED]

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

[Redacted text block containing 25 lines of obscured content]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. KEEVIL: [REDACTED]

JUDGE CLARK: [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(Whereupon a break was taken)

(Whereupon, back on the record)

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED].

Q. [REDACTED]

A. [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED] [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

[REDACTED]

2

A. [REDACTED]

3

[REDACTED]

4

[REDACTED]

5

Q. [REDACTED]

6

[REDACTED]

7

[REDACTED]

8

A. [REDACTED]

9

Q. [REDACTED]

10

[REDACTED]

11

[REDACTED]

12

[REDACTED]

13

[REDACTED]

14

[REDACTED]

15

[REDACTED]

16

A. [REDACTED]

17

[REDACTED]

18

[REDACTED]

19

[REDACTED]

20

[REDACTED]

21

Q. [REDACTED]

22

[REDACTED]

23

A. [REDACTED]

24

JUDGE CLARK: [REDACTED]

25

A. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED] [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

MR. BANKS:

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. (By Mr. Banks)

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED].

MR. BANKS: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

A. [REDACTED]

Q. (By Mr. Banks) [REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED],

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Banks) [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED].

A. [REDACTED]

Q. [REDACTED]

A. [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: [REDACTED]

A. [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK:

[REDACTED]

[REDACTED]

[REDACTED]

Q. (By Mr. Banks)

[REDACTED]

[REDACTED]

[REDACTED]

A.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED] [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A. [REDACTED]

[REDACTED]

Q. [REDACTED]

A. [REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. FELBER: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

[REDACTED]

MR. BANKS: [REDACTED]

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED]

MR. KEEVIL: [REDACTED].

JUDGE CLARK: [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

(Whereupon, out of in camera)

JUDGE CLARK: And Mr. Felber it is now, it is now staff's turn to ask you some questions, and then the commissioners and then possibly myself may have some questions for you.

MR. FELBER: All right.

JUDGE CLARK: Go ahead, Mr. Keevil.

C R O S S E X A M I N A T I O N

Questions by Mr. Keevil:

Q. Thank you, Judge. Mr. Felber, this won't take very long, I don't have many questions for you. Working backwards, Mr. Banks was asking you some questions there at the end about another complaint case that you had with Ameren, that's not the only

1 other complaint case you've had with Ameren, is it?

2 **A. No, I had another -- if you want to go**
3 **back to anything I actually had a personal case, or**
4 **not a personal, a business case last year out of St.**
5 **Charles County, EC2023-0103 in which Ameren on the**
6 **informal side illegally disconnected my business'**
7 **services for failure to -- failure to leave a door**
8 **tag, and then two weeks later they went out and did**
9 **the same thing, however, it was not, it was not Miss**
10 **Grubbs that entered in the case, it was Miss Tatro,**
11 **and then Miss Grubbs and I and Miss Engelbrecht, we**
12 **agreed mutually to restore services and they also**
13 **agreed to waive on a deposit amount, because I was**
14 **never informed of a deposit.**

15 **Q. Okay, but my point is though, you have had**
16 **previous complaints with Ameren going back some time**
17 **now; is that correct?**

18 **A. Yes.**

19 **Q. Okay. One other thing I wanted to ask**
20 **you, the -- so you have some familiarity with the**
21 **payment agreements, the type of which are at issue**
22 **in the case, correct?**

23 **A. Correct.**

24 **Q. Now those payment agreements, you have to**
25 **reach that agreement with Ameren prior to the**

1 disconnection, once you get disconnected, that
2 payment agreement is no longer what would you call
3 it, an option for resolution, correct?

4 **A. I wouldn't know, honestly, I wouldn't**
5 **know, because there's, when you call to do a**
6 **dispute, they don't give you much options, there's**
7 **no tapes that have been played that said, oh, well**
8 **this is how you can reach out and do this if you**
9 **don't agree, all I said was any time that I have**
10 **filed a complaint such as the billing, there was**
11 **nothing given to me, they said oh well, somebody**
12 **will reach out to you, nobody reaches out and asks**
13 **for.**

14 **Q. In previous examples, well like in this**
15 **case for example, I shouldn't say in this case, in**
16 **this instance, you had prior payment agreements with**
17 **Ameren before the one that may or may not have been**
18 **reached on May 18 or 22nd, there were payment**
19 **agreements prior to that?**

20 **A. Correct.**

21 **Q. Okay. And how many, do you remember?**

22 **A. Plenty, plus cold weather rule agreements,**
23 **and yeah.**

24 **Q. Right, and the cold weather rule agreement**
25 **is a different type of agreement than what we're**

1 dealing with here, correct?

2 **A. Yes.**

3 Q. All right. This particular type of
4 agreement you've had some experience with, and
5 aren't those always reached prior to disconnection,
6 I mean you were never disconnected and then given
7 one of these agreement, were you?

8 **A. No, I was never disconnected, I do know
9 that if there was something to be disconnected, if
10 they sent something to disconnect, they sent out a
11 letter after those. I was never disconnected.**

12 Q. You would agree in the telephone call that
13 Mr. Banks played that he represented was recorded on
14 May 18, and you said well it doesn't say what day it
15 was recorded, but would agree that during that call,
16 you had not been disconnected at the time of that
17 call?

18 **A. Correct, I had not been disconnected at
19 the time of that call.**

20 MR. KEEVIL: Okay, thank you. Judge think
21 that's all the questions I have at this time.

22 JUDGE CLARK: Thank you Mr. Keevil, do any
23 commissioners have any questions for Mr. Felber at
24 this point? I hear none.

25 Mr. Felber, I've got a few questions for

1 you, so it may seem a little odd or off point, but
2 I'm going to go ahead and ask anyway.

3 C R O S S E X A M I N A T I O N

4 Questions by Judge Clark:

5 Q. I kind of want to start with kind of a
6 general question, which is what is it you're asking
7 the commission to do in this case, how do you -- if
8 this resolves the way that you -- if this were
9 resolved favorably for you, how do you see that
10 being, what do you see the commission ordering?

11 A. Look, I have not said one bit that I don't
12 owe a bill, but they have not -- okay, for example
13 how Miss Grubbs has said oh, this is this, this is
14 this. Anytime I've asked for something, they've
15 never provided it. In fact, even after discovery I
16 had sent a letter over to Mr. Banks asking for a
17 ledger copy of everything, I was told by the FCC to
18 send this to them, and even when you act as a
19 private company, and you ask they're supposed to
20 provide ledgers of everything, how they calculated
21 it, going from that. Now, none of that was done, I
22 got exhibits I guess that are ledgers of how
23 whatever, but it really doesn't explain it. My
24 biggest thing of the matter is, is that I have
25 willed to set up a payment arrangement and a payment

1 agreement, I just want it to be fair. That's all I
2 want out of everything. You know, should it have
3 come this far as what it is, absolutely not. Any
4 case and instance, for example, and other things,
5 for example EC2019 I talked with the counsel for
6 that very nice lady, and I showed her hey, we have a
7 problem with this, and again, it came to as simple
8 as the, what's it called, the deposit on the
9 account, and so she went over and explained it and
10 then they came back and they actually wound up
11 waiving that portion of it, it's not that Ameren
12 wasn't found of any violation or anything, we agreed
13 to remove it. Same thing on ec20230103, the first
14 time in the informal complaint Justin and them
15 ordered Ameren because it was a tactic of they used,
16 and this is exactly what happened, you guys have to
17 send this, I feel threatened, that's exactly what
18 they said, and then it came back that they had to
19 reconnect it, and then it went back to two weeks
20 later it was re-disconnected and I sent them stuff,
21 and that actually came down to they mailed a
22 disconnect notice later than the timeframe of what
23 the ten day notice was, so then we all kind of
24 scattered together, Miss Grubbs, Miss Engelbrecht
25 and I, we agreed to go ahead and restore services.

1 I would like a more proactive search.
2 Every representative that you talk to at Ameren
3 Missouri gives a different statement, everybody
4 gives a different statement, everybody says
5 something different, and you don't get the correct
6 story. I have said that numerous times and each
7 time they said well, I'm sorry this person said, you
8 know, we're going to do customer training on this,
9 we're going to do customer training on this. I
10 shouldn't have to continuously cycle through that.
11 That being said, I'm told one thing and then it's
12 not happy for them, so oh, no, no, no, no, no you
13 send this, you send this thing, it shows the same
14 exact as what the first thing said and you're still
15 not happy with it, then after that, you know, what
16 exactly is it here, you're asking me for numerous
17 documents, but then when I say hey well show me that
18 document you said, well I don't have that document.
19 Knowing that this was a crucial, knowing, that this
20 was an illegal disconnection, knowing that this was
21 crucial, I would think you would save each pinpoint
22 piece, therefore you can come back and say, oh, well
23 but this is exactly what you get, for example, and
24 this exhibit --

25 Q. Hold on, we're going way, way, way off

1 track, I want to get back to my question, and I
2 understand that you started off wanting to explain
3 something, but we've got way beyond that now. What
4 is it you're wanting the commission to do.

5 A. I want them to be able to see the services
6 were disconnected illegally, and I have no problem
7 setting up a new payment arrangement, but services
8 need to be restored with a new payment agreement and
9 date for payment, and that's even what I've offered
10 counsel to do, and I think that's fair. I've
11 offered that three or four times and there's been
12 nothing. Each time I call customer service, they
13 give a different amount, like one paid said, oh, you
14 have to pay \$4,096 to get your services restored,
15 one person says \$4,025 and a response back to the
16 attorney general says \$4,019, so I could go ahead
17 and take, you know, while you're wanting a payment
18 towards an account, I can understand that, but when
19 you're giving me an inaccurate amount to pay and
20 it's not going to rectify the situation, what does
21 that do for you.

22 And so if I said hey, I'm going to pay
23 \$2,500 on this date to you and yada, yada, oh, well
24 that's not going to restore services, because you
25 owe \$4,000 something. So what is the point, there

1 needs to be a neutralized ground, I'm hoping that
2 the commission can go back and see that and say, you
3 know what, there was a payment agreement, this is
4 this, let's get these terms knocked out, and let's
5 go from there.

6 Q. Okay, I'm trying to read from, and there's
7 a lot once you get talking, I'm trying to read from
8 that, but essentially what I'm hearing and correct
9 me on any point I'm wrong is, is that you would like
10 the commission to determine that Ameren did, in
11 fact, commit a violation in disconnecting you, you
12 want the commission to order the reconnection of
13 your services, you want the commission to order
14 Ameren to calculate whatever your correct bill is,
15 and you want the commission to order Ameren to
16 negotiate a new payment agreement with you; is that
17 correct.

18 A. Correct, Your Honor.

19 Q. Is there anything else?

20 A. That's pretty much it, I just want it to
21 be a fair process, and I think that's being fair
22 enough. Nobody should have to suffer for -- this
23 has gone on since May 19. Sure some of my methods
24 are unorthodox of what I sent paperwork in to do
25 this or this or this or this, it is, but it's only

1 human, we're all humans. Imagine yourself being in
2 my position sending it in, not getting a response,
3 you know, I would think when you see that, and even
4 in the staff report, and one of the transcripts that
5 was done, which just concerns me, is where counsel
6 says well we're working to rectify situations such
7 as this, to put it on a litigational hold. You want
8 to work on -- if you're working on that and you're
9 trying to change everything around, why don't you
10 try to work on the main issue right here that you're
11 seeing live with somebody that's going through that
12 problem before trying to go out and say this, so
13 that way in the future, you can prevent that option,
14 you can -- to me, I think that's a good training
15 method, because you're saying hey, we need to work
16 on his, and why this is this, instead of going off
17 over here. What does that make -- it kind of makes
18 it look like you don't want to handle my situation,
19 put mine on the back burner and go from there. I
20 feel that the reason I have no electric right now
21 and there's been no concern about it, is because I
22 have a generator running the property, there's,
23 however many people, Missouri has a lot of
24 disconnections, and I know it's off course of
25 things, there's many people that can't afford to

1 have a generator, what are those people doing, this
2 is about protecting Missourians and the right of
3 things. I would think they would have a heart and
4 be able to look at that and see there is an
5 agreement in place, but it was never approached and
6 acted on properly by party.

7 Q. Okay, now you mentioned staff's report,
8 and I'm looking at staff's report and there was a
9 part that I looked at earlier that says, on one of
10 your calls, he stated he was disputing because
11 according to Mr. Felber his due date for the down
12 payment in a proposed payment agreement was 4/26 and
13 not 4/24, so there had been an issue, you've
14 indicated before, with different dates on payment
15 agreements.

16 In a subsequent phone calls, the Ameren
17 representative stated that they researched the issue
18 and found no evidence that the scheduled date was
19 4/26 the representative talked about, however here,
20 it doesn't say that, but the representative,
21 however, voided the cutoff for nonpayment while the
22 issue was investigated. Energy assistance telephone
23 numbers were provided to Mr. Felber, but he declined
24 them, Ameren extended the due date for the payment
25 agreement to April 27. Four extensions occurred

1 until Mr. Felber's service was ultimately
2 disconnected on the 19th.

3 So I guess my, at least one of my concerns
4 is, is if your service were reconnected, and you got
5 everything you asked for, why would we not be here a
6 month from now, why wouldn't we be starting this
7 whole process over again?

8 **A. Why wouldn't you start the process over,**
9 **because I would live up to the contractual**
10 **agreement. May was a tough month for me, May was a**
11 **physically, emotionally tough month, I -- and again,**
12 **this is where it kind of come into things.**

13 Q. And you've given me enough of an
14 explanation, you don't have to give me more than
15 that.

16 **A. As a person, I feel obligated to give you**
17 **those.**

18 Q. Go right ahead.

19 **A. My wife, has had numerous health issues --**

20 Q. Hold on, before you go on further, I'm
21 going to remind you we are no longer in camera.

22 **A. That's fine, I'm not going to -- I'm not**
23 **going to say any personal dates or anything. My**
24 **wife has had to go through four surgeries since**
25 **2000, right as we had a pandemic, whether we want to**

1 call it a pandemic or not, which has physically hurt
2 her ability to do things. I don't like talking
3 about it, simply because it's not something I'm
4 proud of. Before the pandemic, everything was going
5 well, everything, payment history and everything was
6 fine, I don't disagree with that. My wife has had
7 four different surgeries, which are complex, my
8 wife's never going to be the same ever again because
9 of how she walks. She had a -- imagine sitting in
10 the operating room and a doctor operated on the
11 wrong part, because she was looking at somebody's
12 else's medical chart, looking at somebody's else's
13 medical chart, and from there, every day's a crucial
14 pain, because she's gone through two more surgeries
15 to restructure things. I have my son who's eyesight
16 has been gradually going bad, my wife's eyesight is
17 even bad. However, I am good friends you know, I'm
18 good -- my parents have offered to give me the money
19 to pay the agreement, I have friends and I have
20 business donors that are willing to give me the
21 agreement, I will live up to the agreement because I
22 believe in rectification of being able to do things,
23 I'm a person, I don't like to look back in the past,
24 nobody likes to look back in the past, we have
25 things that happen, we have, and we can't predict

1 each day to the next day, but my personal commitment
2 to everybody is that I will live up to the
3 agreement, we will all live up to the agreement, and
4 that I want is I should be given that chance based
5 off of the agreement that was never been able to
6 execute. Would I have been able to live up and
7 execute on the agreement, absolutely, but I had to
8 go and look at the best safety of being able to
9 provide for my family, and that was getting a
10 generator and something in here from there.

11 Q. And so and that kind of answers my next
12 question, you opted to get a generator, rather than
13 trying to pay some of your bill; is that correct?

14 A. Correct, because each time that we would
15 talk to them, there was no reasoning unless
16 services -- the only time that I talked to Miss
17 Grubbs and I offered to pay like \$400, I really did,
18 I'm not sure if she remembers that, I had talked to
19 her, I offered to pay \$400, that was during the week
20 of May -- well, when it went to a formal complaint
21 and then I got my cellular records, I offered to
22 make small payments of like \$400 here, there to get
23 caught back up, I just needed the time, but we also
24 had to have a generator put in, nobody can live in a
25 hundred degree heat without sufficing things, you

1 have to be able to run your air conditioner. You
2 know, we did, we went through stretches of heat, now
3 we're getting ready to go through stretches of cold,
4 you know, weather where it needs to be functional.
5 It's not like I can go, and the thing is about it, I
6 can't call somebody else and say hey, you know,
7 Everygy come in here and help me, or this, do this,
8 there's things that were done, you know, am I proud
9 you know, how everything has transpired, no I'm not,
10 but I'm a human, and I would think you would look at
11 that as flusteration (sic) is one of those things
12 that really takes an effecting toll on you. You
13 know, I -- my neighbors have been nothing but great
14 support for me, you know, they've flat out said you
15 know, being a trooper, being able to try to carry on
16 the function, you got to live a normal life, got to
17 get up every day and deal with this, all I'm asking
18 is for that chance, and I believe off of everything
19 that's presented, I deserve that chance.

20 Q. You for answering that question, I think
21 I've only got one more, and that is now you
22 initially filed an informal complaint, correct?

23 A. Correct, Your Honor.

24 Q. And that was after your power was
25 disconnected on the 19th?

1 **A. Yes, Your Honor.**

2 Q. And then that informal complaint was
3 converted to a formal complaint on the 23rd of May;
4 is that correct?

5 **A. Yeah, yeah, they transferred it to the**
6 **23rd.**

7 Q. Okay, now you -- and I play Devil's
8 advocate quite frequently, now you understand that a
9 contract regardless, if you've got let's say just a
10 paper contract, that a paper contract regardless of
11 what it's terms say, is no good until the parties
12 sign it, is that -- would you agree with that?

13 **A. I would agree.**

14 Q. Now these payment agreements that are sent
15 out, they're typically not a sign and return thing,
16 because they happen primarily digitally, correct?

17 **A. Correct, yes, yes, you have the option**
18 **from what I gather, they can e-mail you one or they**
19 **can send one out in physical mail.**

20 Q. I think that, I believe that there's a
21 requirement that they mail it out and I believe she
22 asked you if you also wanted it e-mailed to you, is
23 that?

24 **A. Correct, they never mailed it to me.**

25 Q. Okay. Now a large portion of your dispute

1 here with Ameren is over whether or not a payment
2 agreement was established with Ameren taking a
3 position that you never made the requisite payment
4 to they say activate the agreement, I would say kind
5 of the equivalent of signing it, so that's their
6 position. Your position is that once you had agreed
7 to do these things over the phone, the payment
8 agreement was established, is that a correct
9 understanding of the difference?

10 **A. It is, and I've even offered for Ameren**
11 **and this has been before, when going through**
12 **situations where we've had misunderstandings, I've**
13 **asked them hey, how about we sign something, for**
14 **example, in the instance of when EC2 -- the 1021**
15 **were Miss Giboney had gotten everything taken care**
16 **of, I offered to sign an agreement, however, she**
17 **said that's something that Ameren does not**
18 **unfortunately do. Same thing in my complaint that I**
19 **filed with EC-2023-0103, I offered to sign**
20 **agreements with them, but Ameren told me they do not**
21 **sign agreements.**

22 JUDGE CLARK: All right, those are all the
23 questions I have for you, at this point in time.
24 Are there any questions from the parties based upon
25 bench questions?

1 MR. BANKS: No, Your Honor.

2 JUDGE CLARK: Thank you, Mr. Keevil?

3 MR. KEEVIL: None from me, Your Honor.

4 JUDGE CLARK: Okay, I believe you are done
5 testifying Mr. Felber.

6 MR. FELBER: Yes.

7 JUDGE CLARK: I'm a little concerned at
8 this point, we're at 3:32, right now, I want to see
9 how far we can push today, but I am concerned
10 because it does not appear at least in my mind, that
11 we are going to be able to finish this before 5:00
12 or shortly after, we'll see, I'm going to do
13 everything I can to see how we get down the road,
14 but I'm going to go ahead and inquire at this point
15 before we go on to our next witnesses, what are
16 people's availability for next Tuesday, I say
17 Tuesday, because Monday is a state holiday.
18 Mr. Felber, are you available next Tuesday if we
19 have to continue this hearing at some point?

20 MR. FELBER: I -- I'm at my busiest time
21 of the year, hold on one second.

22 JUDGE CLARK: And while he's doing that, I
23 will go ahead, Ameren what's your availability for
24 Tuesday.

25 MR. BANKS: I can move some stuff around

1 and do that, Your Honor.

2 JUDGE CLARK: Thank you, go ahead, Mr.
3 Felber.

4 MR. FELBER: I can move stuff around to
5 after, any time after 12:00 I would be available.

6 JUDGE CLARK: Okay. Staff I assume you're
7 available, or no?

8 MR. KEEVIL: I could be there judge, but I
9 do not know about, yes, I just got a message from my
10 witness, yes, he would be available as well, so we
11 can make it work.

12 JUDGE CLARK: Okay, well we're not there
13 yet, obviously I want to get as far as we can today,
14 and if we could finish today that would be great,
15 but I'm not too excited at this point about running
16 this much past five unless we have to. So with that
17 in mind, Mr. Felber you want to call your next
18 witness?

19 MR. FELBER: On my side or their side?

20 JUDGE CLARK: On your side, they will call
21 their witnesses, you will call your witnesses.

22 MR. FELBER: I'll call my daughter Morgan
23 Felber, or my wife, Lisa Lambert first, she has to
24 work tonight, so my daughter, Morgan Felber.

25 JUDGE CLARK: Okay, Miss Felber, would you

1 raise your right hand to be sworn? Do you solemnly
2 swear or affirm that the testimony you're about to
3 give at this evidentiary hearing is the truth?

4 MS. FELBER: [REDACTED]

5 (Witness sworn)

6 JUDGE CLARK: Okay. Mr. Felber, you can
7 commence your direct testimony and explain to me why
8 we're hearing from this witness. So you basically
9 get to ask your daughter questions right now.

10 MR. FELBER: All right.

11 JUDGE CLARK: Bear in mind if there's an
12 objection, everybody stops talking until I rule on
13 it.

14 MR. FELBER: All right.

15 MS. FELBER: [REDACTED]

16 MORGAN FELBER, Of lawful age, being
17 produced, sworn and examined deposes and says:

18 E X A M I N A T I O N

19 Questions by Mr. Felber:

20 Q. At any time when trying to establish --
21 did I at any time try to establish and pay, rectify
22 payment agreements with Ameren Missouri in where
23 Ameren Missouri did not allow or gave an excuse?

24 A. [REDACTED]

25 [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: When you say quite a few things thrown around from employees too, what do you mean?

A. [REDACTED]

[REDACTED]

JUDGE CLARK: Okay, go on Mr. Felber.

Q. (By Mr. Felber) On the payment agreements that were given, did I print those off?

A. [REDACTED]

Q. Did I --

JUDGE CLARK: Well, you believe he has, hold on Mr. Felber, you believe he has or you know he has?

A. [REDACTED]

1 JUDGE CLARK: And how old are you, Miss
2 Felber.

3 A. [REDACTED]

4 JUDGE CLARK: You say you've seen quite a
5 few pieces of paper, have you seen print offs of
6 payment agreements?

7 A. [REDACTED]

8 JUDGE CLARK: Okay, go on, Mr. Felber.

9 Q. (By Mr. Felber) At any time going back
10 referencing to July 5 was there an Ameren technician
11 that parked outside of our house and became
12 belligerent with me because he did not announce
13 himself and why he was at the residence and when I
14 tried to contact the police department he sped off?

15 A. [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 JUDGE CLARK: Do you remember what date
19 that was?

20 A. [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 MR. FELBER: It was June 6.

24 A. [REDACTED]

25 JUDGE CLARK: Please don't feed the answer

1 to your witness Mr. Felber.

2 MR. FELBER: Sorry.

3 JUDGE CLARK: Please allow her to answer,
4 go on Mr. Felber.

5 Q. (By Mr. Felber) At any time have I tried
6 to conclusively contact Ameren or reach out to their
7 legal counsel and try to make a reasonable effort to
8 get services restored by trying to have them honor
9 the payment agreement that we originally had?

10 A. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 Q. This one is going to be hard for you to
15 answer, but at any time in the last two years, did
16 Lisa Lambert physically live in the address?

17 A. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 Q. Has Ameren Missouri used scare tactics and
22 fear tactics paying attention to in June when they
23 had Saint Louis County police department come out
24 here to try to arrest me, because I filed a
25 complaint with the attorney general's office,

1 against Miss Terri Engelbrecht?

2 A. [REDACTED]

3 Q. What did they say?

4 A. [REDACTED]

5 JUDGE CLARK: If you weren't -- if you
6 weren't outside, I'm not going to let you answer the
7 question regarding what they said.

8 A. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 MR. BANKS: Objection hearsay.

12 JUDGE CLARK: You heard -- you were there
13 when they knocked on the door and said they were the
14 police?

15 A. [REDACTED].

16 JUDGE CLARK: I'm going to overrule that
17 objection as to that.

18 A. [REDACTED]

19 Q. (By Mr. Felber) All right. Going to the
20 next question, did I show the damage to the property
21 to the police department and allow entry to show
22 contradicting statements of that I had filed
23 complaints against Ameren Missouri?

24 A. [REDACTED]

25 JUDGE CLARK: I don't really understand

1 that question.

2 MR. FELBER: Oh, Okay.

3 JUDGE CLARK: It seems like it's two
4 questions, can you break it down into two questions?

5 MR. FELBER: I'll skip that part of
6 everything.

7 Q. (By Mr. Felber) Did Saint Louis counsel
8 police department deem to arrest me after any of it,
9 their focus, did they say I did anything wrong?

10 A. [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 Q. At any time prior to the 20th, did I
14 represent myself to try to steal, alter or commit
15 fraud in stealing utility services?

16 A. [REDACTED]

17 Q. Did I --

18 MR. KEEVIL: I'm going to have to object,
19 I'm sorry, he's using a lot of legal terms of art,
20 and with all due respect to the witness, she seems
21 like a very intelligent young woman, but I don't
22 think she qualified to be answering legal questions,
23 so I'm going to have to object to that question as
24 improper.

25 JUDGE CLARK: What's the question again,

1 Mr. Felber?

2 MS. FELBER: What was the last question
3 you asked?

4 Q. (By Mr. Felber) The fraud, at any time
5 prior to that date, did I try to steal, intercept,
6 or illegally use Ameren's services or did I
7 attempt --

8 JUDGE CLARK: Let's knock the second part
9 of the question off, and I'll allow her to answer
10 the first part, so everything up to the or.

11 A. [REDACTED]

12 [REDACTED]

13 JUDGE CLARK: Okay, and so I'm partially
14 sustaining your objection Mr. Keevil, but not
15 completely. Next question, Mr. Felber.

16 Q. (By Mr. Felber) At any time, did I alter,
17 any documents that is claimed by Ameren Missouri?

18 A. [REDACTED]

19 MR. BANKS: Objection, lack of personal
20 knowledge.

21 JUDGE CLARK: Actually, I see where Mr.
22 Banks is coming from, you work, is that correct Ms.
23 Felber?

24 MS. FELBER: [REDACTED]

25 JUDGE CLARK: Do you go to school as well?

1 MS. FELBER: [REDACTED]

2 JUDGE CLARK: Okay. Are you out of the
3 house for periods during the day?

4 MS. FELBER: [REDACTED]

5 [REDACTED]

6 JUDGE CLARK: You're not around your
7 father 24 hours a day, are you?

8 MS. FELBER: [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 JUDGE CLARK: I'm going to sustain the
12 objection you can't answer except for the period of
13 time that you're around him that he did not alter,
14 you have no idea what occurred when you weren't
15 there.

16 MS. FELBER: [REDACTED]

17 JUDGE CLARK: Go ahead, Mr. Felber.

18 Q. (By Mr. Felber) My next question, would
19 be at any time, did you hear me or hear any phone
20 calls of I applying for medical hardship and being
21 denied or Ameren Missouri's stating they did not
22 have medical hardship availability.

23 A. [REDACTED]

24 [REDACTED]

25 [REDACTED]

1

2

3

4

JUDGE CLARK: And I will note for the record that that video is not in evidence and has not been submitted as an exhibit.

5

MS. FELBER: [REDACTED]

6

7

8

9

10

11

Q. (By Mr. Felber) What else should I ask? Has Ameren, I mean I know it's going to be hard for you to say, but has Ameren allowed me when you've overheard conversations of me trying to dispute or properly dispute a bill, have they allowed me to satisfactorily dispute that bill?

12

13

JUDGE CLARK: I'm not going to -- I'm not going to allow that question.

14

15

MR. FELBER: Okay. All right, that would be all that I have for her.

16

17

JUDGE CLARK: Mr. Banks, do you have any questions to this witness?

18

C R O S S E X A M I N A T I O N

19

Questions by Mr. Banks:

20

21

Q. Ma'am, you really love you father, don't you.

22

23

24

JUDGE CLARK: I'm sorry, I had difficulty hearing you, I did make out what you said, but it was hard.

25

Q. (By Mr. Banks) You really love your

1 father, don't you?

2 A. [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 MR. BANKS: I have no further questions,
7 Your Honor.

8 JUDGE CLARK: Thank you, Mr. Banks. Any
9 questions from staff?

10 C R O S S E X A M I N A T I O N

11 Questions by Mr. Keevil:

12 Q. Just one Judge, just where do you live?

13 A. [REDACTED]

14 JUDGE CLARK: Please do not say, we're not
15 in camera right now, please do not say the address
16 of your home, if it is the Florissant address where
17 the power was disconnected, that would be
18 sufficient.

19 A. [REDACTED]

20 MR. KEEVIL: Okay, thanks, that's all.

21 JUDGE CLARK: Thank you, Miss Felber, any
22 commission questions?

23 COMMISSIONER HOLSMAN: No questions Judge,
24 Commissioner Holsman.

25 JUDGE CLARK: Thank you, Commissioner

1 Holsman, I don't hear any other commission questions
2 either, I have no questions for you Ms. Felber,
3 thank you for testifying, and you may step down.

4 MS. FELBER: Thank you, Your Honor.

5 JUDGE CLARK: Mr. Felber, you may call
6 your next witness.

7 MR. FELBER: My next witness is Dylan
8 Felber, my son.

9 JUDGE CLARK: Do we need to go in camera
10 for Mr. -- or for Dylan Felber?

11 MR. BANKS: No thank you, Your Honor.

12 JUDGE CLARK: What's your objection, Mr.
13 Banks?

14 MR. BANKS: No, I said no thank you, Your
15 Honor.

16 JUDGE CLARK: Mr. Felber, do you believe
17 we need to go into camera for this witness?

18 MR. FELBER: No, Your Honor.

19 JUDGE CLARK: To avoid saying Mr. Felber
20 and having both of you say yes, I'm going to refer
21 to you as Dylan; is that okay?

22 MR. DYLAN FELBER: [REDACTED]

23 [REDACTED]

24 JUDGE CLARK: Dylan, would you raise your
25 right hand to be sworn.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MR. DYLAN FELBER: [REDACTED]

JUDGE CLARK: Do you solemnly swear or affirm that the testimony you're about to give at this evidentiary hearing is the truth?

MR. DYLAN FELBER: [REDACTED]

(Witness sworn)

JUDGE CLARK: And how old are you, Dylan?

MR. DYLAN FELBER: [REDACTED]

JUDGE CLARK: Okay, Mr. Felber, ahead.

DYLAN FELBER, Of lawful age, being produced, sworn and examined deposes and says:

E X A M I N A T I O N

Questions by Mr. Felber:

Q. Pay attention to June 15 when Ameren had a technician out at the property, where did they go, what did you see?

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

[REDACTED]

JUDGE CLARK: Were you out there, you personally physically observed this?

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: Was the window open?

A. [REDACTED]

JUDGE CLARK: You could see and hear everything that was going on?

A. [REDACTED]

[REDACTED]

JUDGE CLARK: Go on, Mr. Felber.

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: At that time your services were already disconnected; is that correct?

A. [REDACTED]

Q. (By Mr. Felber) Did the Ameren representative ever try to attempt to trespass the fence and then immediately jump away when the dog --

JUDGE CLARK: Well, let's do one question at a time, that's a compound question, let's just do it at two, so first ask the first question about the fence.

Q. (By Mr. Felber) Was there any property damage from the Ameren worker from the fence?

A. [REDACTED]

JUDGE CLARK: Did you see that damage occur?

A. [REDACTED]

JUDGE CLARK: How did that damage occur?

A. [REDACTED]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

[REDACTED]

JUDGE CLARK: Go ahead, Mr. Felber.

Q. (By Mr. Felber) At any time did the Ameren representative become combative with me and disturb and breach the peace?

A. [REDACTED]

Q. How did he disturb the peace, did the Ameren representative yell or the technician yell?

A. [REDACTED]

JUDGE CLARK: Mr. Felber, that's a leading question, you're giving the answer to your son.

Q. (By Mr. Felber) I didn't give -- rephrasing, what did you hear the Ameren worker say, in your own words?

JUDGE CLARK: Well what did you -- all right, what did you see and hear occur?

A. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

JUDGE CLARK: Do you know what they were

1 arguing about?

2 A. [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 JUDGE CLARK: Do you have any other
6 questions, Mr. Felber?

7 Q. (By Mr. Felber) I have one more question,
8 at any time did you ever hear me ask Ameren for in a
9 phone call that's been recorded for a medical
10 hardship, and what I had to do to get on medical
11 hardship?

12 A. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 JUDGE CLARK: Did you hear that yourself?

19 A. [REDACTED]

20 JUDGE CLARK: How did you hear it?

21 A. [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 JUDGE CLARK: Was the phone on
25 speakerphone?

1 A. [REDACTED]

2 JUDGE CLARK: Any other questions, Mr.
3 Felber?

4 Q. (By Mr. Felber) My last question is, did
5 your mom and I ever have problems in which either
6 party did not live in the house due to the fact that
7 we were going for a rough time?

8 A. [REDACTED]
9 [REDACTED]

10 JUDGE CLARK: Any further questions
11 Mr. Felber?

12 MR. FELBER: That is it.

13 JUDGE CLARK: Any cross-examination from
14 Ameren Missouri?

15 MR. BANKS: Yes, Your Honor.

16 C R O S S E X A M I N A T I O N

17 Questions by Mr. Banks:

18 Q. So, when did that conversation about the
19 medical extension occur?

20 A. [REDACTED]

21 Q. So after the electricity was disconnected,
22 there was a conversation about the medical hardship
23 extension, right?

24 A. [REDACTED]
25 [REDACTED]

1 Q. But it was after your electricity was shut
2 off; isn't that correct?

3 A. [REDACTED]

4 MR. BANKS: I have no further questions.

5 JUDGE CLARK: Any questions from
6 commission staff?

7 COMMISSIONER KOLKMEYER: No judge.

8 MR. KEEVIL: No thank you, Judge.

9 JUDGE CLARK: I've heard none, I have no
10 questions for you Dylan, thank you for testifying,
11 you may step down.

12 MR. DYLAN FELBER: [REDACTED]

13 JUDGE CLARK: And I believe Miss Lambert
14 is your last witness; is that correct?

15 MR. FELBER: Yes.

16 JUDGE CLARK: Good afternoon, Miss
17 Lambert, would you raise your right hand to be
18 sworn.

19 MS. LAMBERT: Yes.

20 JUDGE CLARK: Do you solemnly swear or
21 affirm that the testimony you're about to give at
22 this evidentiary hearing is the truth?

23 MS. LAMBERT: Yes.

24 (Witness sworn)

25 JUDGE CLARK: Before we go on, I got one

1 procedural housekeeping matter I want to take care
2 of. Where you in the room when they were playing
3 the phone call that was allegedly between you and an
4 Ameren Missouri representative?

5 MS. LAMBERT: I did come in on that, yes.

6 JUDGE CLARK: And was that your voice that
7 I heard on the phone?

8 MS. LAMBERT: Yes.

9 JUDGE CLARK: And did you call -- did you
10 call Ameren Missouri on May 19, is that a correct
11 and accurate portrayal of the phone call?

12 MS. LAMBERT: I would assume so, yes, I'm
13 not good with dates, I'm sorry.

14 JUDGE CLARK: Okay, based upon that, as I
15 previously said, I was waiting to see about getting
16 the necessary element to admit that, are there any
17 objections at this point to admitting, I've asked
18 this earlier, but I'm going to ask again, are there
19 any objections to admitted Exhibit 104 C-F onto the
20 hearing record?

21 MS. LAMBERT: What is that?

22 MR. KEEVIL: Judge, was that Mr. Banks
23 Exhibit?

24 JUDGE CLARK: That was Mr. Banks exhibit,
25 I said I would come back to it, I -- Mr. Banks had

1 asked to have it admitted, but because it was a
2 phone call between Miss Lambert and the company, I
3 thought it would be best for her to do the
4 foundational elements.

5 MR. KEEVIL: May I ask the witness a
6 couple of questions?

7 JUDGE CLARK: Go right ahead.

8 MR. KEEVIL: Ms. Lambert, was there anyone
9 else other than you and Ameren representative on
10 that phone call?

11 MS. LAMBERT: On the phone call, it was
12 just the two of us, yes.

13 MR. KEEVIL: Okay, that's all I have
14 Judge, I have no objection.

15 MS. LAMBERT: Can I explain the
16 conversation on the phone call?

17 JUDGE CLARK: I don't think you need to,
18 we have the conversation and I'm getting ready to
19 admit it on the record, so we can actually listen to
20 the conversation, I don't know that there's a need
21 for an explanation.

22 MS. LAMBERT: Okay.

23 JUDGE CLARK: So Exhibit 104 C-F is
24 admitted onto the hearing record, and with that, Mr.
25 Felber, you may go ahead and question your witness.

1 LISA LAMBERT, Of lawful age, being
2 produced, sworn and examined deposes and says:

3 E X A M I N A T I O N

4 QUESTIONS BY MR. BANKS:

5 Q. (By Mr. Felber) Next question is at any
6 time prior to the date did I apply for medical
7 hardship did we receive paperwork in the mail in
8 which I e-mailed Mrs. Engelbrecht prior to the
9 disconnect date of the document?

10 A. We did apply, yes.

11 Q. What was my reach out support people to go
12 ahead and talk to at that time?

13 A. That I'm not sure, I don't remember who
14 you talked to.

15 Q. Did I send you a copy of that e-mail?

16 JUDGE CLARK: Hold on Mr. Felber, hold on,
17 I have a question, Mr. Felber had indicated that we
18 applied, what part of the application process were
19 you involved with, Miss Lambert?

20 A. I sat down with him to fill out the
21 paperwork, however, he does do a lot of the
22 paperwork for me, just because I am almost legally
23 blind, so a lot of things I can't read like right
24 now just looking at the computer screen, I can't
25 read what's on the computer screen, so he does

1 **assist me with a lot of those things.**

2 JUDGE CLARK: Okay, thank you, go on Mr.
3 Felber.

4 Q. (By Mr. Felber) Is it true Ameren
5 Missouri did not give a response back to the medical
6 hardship?

7 **A. Yes.**

8 Q. Paperwork when we applied?

9 **A. Yes.**

10 Q. At any time did you hear any
11 representatives from Ameren Missouri get combative
12 with me when I would call them and talk about
13 payment agreements, payment arrangement or wrong
14 dates?

15 **A. Yes.**

16 Q. Was I ever called a liar on the phone?

17 **A. I don't think so, but I honestly don't
18 remember.**

19 Q. At any time within the last two years, did
20 you live in the address or not in the address and is
21 it true we have gone through marital problems I
22 would just like to keep it at that?

23 **A. I have lived in and out of the house, just
24 mainly to help my kids have a more comfortable
25 environment. There were times though that I did**

1 leave the home and stay with other people and then
2 just come back, you know, just to be around the
3 kids, and that.

4 Q. Is it true Ameren Missouri, well, was
5 Ameren Missouri's technician that came out on
6 June 15, combative (sic) with me?

7 A. Which one? There were two, that was the
8 day that two of them came out, correct?

9 Q. Correct, I would say, it was the one
10 primarily focusing on the technician that was
11 wearing the hard hat in the red?

12 A. Yes, because he also did have an issue
13 with me as well, I was at the home at the time when
14 he very first showed up, and he -- pretty much I was
15 sitting in the living room and when he was parked
16 outside of the home, I was sitting there in the
17 window, and he stepped out of the vehicle and he
18 automatically addressed me and told me he was going
19 to come into our yard to disconnect our meter, he
20 needed to make sure everything was off, and I told
21 him everything was off already, there was no reason
22 for him to come into our yard, and that's when he
23 just kind of was like well I have to, I have to do
24 this, you know, and I'm like, okay, I don't know
25 what to tell him, I didn't want him to come into my

1 yard because like Brett had discussed before, my
2 dogs are very protective, and if anyone comes into
3 the yard with me or my children here, they do
4 protect us, and so I did not want him coming into
5 the yard when he very first pulled up, and that's
6 why I immediately called Mr. Felber, because he -- I
7 didn't know what to do, you know, I didn't know this
8 man, he didn't come to our door, he didn't knock, he
9 just automatically went to the back and started to
10 get into our yard. Once Mr. Felber got back, I did
11 leave the situation, I'm not comfortable with
12 conflict, so I left so that I was not the middle of
13 it, so I did not hear their whole entire
14 conversation, but I do know that they were going
15 back and forth, I do know that, but I left.

16 Q. Was there damage done to the property's
17 premises fence?

18 A. There is damage to the fence, it was not
19 there prior, I personally did not see him do it, but
20 it was not there before and it's there now.

21 Q. Pertaining to a talk that we had with Miss
22 Grubbs the week of May 22, did we attempt to make a
23 reasonable effort with Miss Grubbs to work out a
24 payment agreement plan with her, with specific
25 amounts in which she brushed off?

1 A. I did speak with someone and asked if
2 there was any way that the most of the payment at
3 the time that we could come up with would be \$500, I
4 offered to put that down if they would turn on the
5 electricity, and then we could dispute or go through
6 the rest of the amount until we got it figured out,
7 and who owed what and what was wrong on the bill,
8 and everything and then we would adjust the rest of
9 the payment after there, and we were refused of
10 that.

11 I did speak to someone that did mention
12 the, I was called a fresh start program or whatever
13 they call it, so we did fill out that application as
14 well, and we never heard anything back.

15 Q. Is it true Ameren Missouri had Saint Louis
16 County police out here between June 20, and June 21
17 to have me arrested because I filed a complaint
18 about Miss Terri Engelbrecht?

19 A. They came out --

20 JUDGE CLARK: I'm going to rephrase to
21 question, I don't think you can say that Ameren
22 Missouri sent them out, but were the police out
23 there on that date?

24 A. Again, I don't remember the date, they did
25 come out, I did answer the door, they asked to speak

1 with him, and I came out, you know, to wait for him
2 to come out and I asked what the situation was, and
3 they told me that yeah, they asked if I was his wife
4 and I said yes, we are having some issues right now,
5 but yes, I am his wife, and they told me that they
6 wanted to wait to speak to him then, so when they
7 got there, they told us that they had received a
8 phone call from I believe it was Mr. Banks, I don't
9 remember offhand, but about the situation, e-mails
10 that had been received, and they needed to make sure
11 that it was a safe environment and everything so we
12 went ahead and, you know, sat down and discussed
13 with them exactly with a was going on and what had
14 happened, they said they would go back to whoever
15 had contacted them, and after they go back to them,
16 then they would try to get a situation resolved,
17 however, they told him that he probably should stop
18 sending e-mails, because people were not comfortable
19 with their address, and I don't know what the e-mail
20 said, I did not type them, so I don't know exactly
21 what was involved, but we did tell them that we, you
22 know, the e-mails would stop and they said they
23 would be back if there were any other issues that
24 needed to be addressed.

25 Q. At any time did you hear any, in phone

1 calls where I've tried to rectify the situation or
2 talk to customer service representatives, did I ever
3 announce and try to use other, how it comes out, did
4 I ever try to mislead or use any names outside of my
5 business companies names, to obtain service?

6 **A. Not during any times that I was here, no.**

7 Q. And I'm not sure I asked you this, have
8 you every, have you ever heard in any conversations
9 that I have been involved with you on speakerphone,
10 did you ever hear Ameren representatives that were
11 rude, hang up on me and would call me a liar?

12 **A. Yes.**

13 Q. And that would be it.

14 **A. Okay.**

15 JUDGE CLARK: Any questions from Ameren
16 Missouri?

17 MR. BANKS: Yes, Your Honor.

18 C R O S S E X A M I N A T I O N

19 Questions by Mr. Banks:

20 Q. Ma'am, it's your testimony that you were
21 the only person on that call on May 19, 2023?

22 **A. Yes, I was the only person talking on the**
23 **phone, yes, along with the Ameren employee of**
24 **course.**

25 Q. Why did your voice go up about three

1 octaves from the time you were talking to the female
2 customer service representative until the time you
3 were talking with the male supervisor?

4 A. The only thing I can tell you is when I
5 get stressed out, I mean, my voice changes all the
6 time, if you want doctor records, I have problems
7 with my vocal cords and it just happens from time to
8 time.

9 Q. You actually lived in Dividend at the
10 Florissant property on May 19, 2023, didn't you?

11 A. That is when I was coming back to live
12 here, yes.

13 Q. Where did you live on May 18, 2023?

14 A. I, like I said, I've been bouncing back
15 and forth between family and friends, occasionally I
16 would stay a night here when we were trying to
17 reconcile any situations we were having. I just
18 kind of stayed with whoever I could in the meantime,
19 just because my kids were here, and you know, wanted
20 to be here but at the same time, things just weren't
21 working out.

22 Q. You --

23 JUDGE CLARK: Mr. Banks, I'm having
24 difficulty hearing you again.

25 Q. (By Mr. Banks) Did you enter into a lease

1 agreement for the property on May 19, 2023?

2 **A. I asked my in-laws for a lease for me to**
3 **move back in, because he was going to move out, so**
4 **that I could be back here with the kids.**

5 Q. Did you e-mail or fax your lease agreement
6 to Ameren on May 19, 2023?

7 **A. It was faxed, Brett did fax it for me,**
8 **again, like I said, I have trouble seeing all that**
9 **kind of stuff, so he did do that for me, yes.**

10 Q. You've operated businesses at the property
11 since at least 2022, haven't you?

12 **A. Have I had businesses here, yes we have**
13 **businesses, yes.**

14 Q. And the property is listed as the
15 principal office and registered office of Dividend
16 Park Property Investors LLC, isn't that correct?

17 **A. That is what?**

18 Q. The property is listed as the principal
19 office and the registered office of Dividend Park
20 Property Investors LLC?

21 **A. I have no idea what my in-laws have it**
22 **under, I know they have it in a trust, but I don't**
23 **know the name of the trust.**

24 Q. Aren't you an organizer for Dividend Park
25 Property Investors, LLC?

1 **A. I have started it with Brett, he does**
2 **handle all of it. My main business that I have is**
3 **the dog grooming, that's where a hundred percent of**
4 **my stuff goes to, and then I will help him with**
5 **other businesses that he has.**

6 Q. And the other organizer for Dividend Park
7 Property Investors LLC is Mr. Brett Felber, isn't
8 it?

9 **A. He is a portion of it, yes.**

10 Q. Miss Lambert, your address is listed as
11 the property at least as of February 27, 2023 when
12 the articles of organization were filed with the
13 secretary of state, it lists the Florissant property
14 as the address, right?

15 **A. I believe so, yes.**

16 MR. BANKS: I have no further questions,
17 Your Honor.

18 JUDGE CLARK: Thank you, Mr. Banks, any
19 questions from staff?

20 C R O S S E X A M I N A T I O N

21 Questions By Mr. Keevil:

22 Q. Very quickly Judge, Miss Lambert, I don't
23 mean to get into anything extremely personal here,
24 so if I do I apologize, I don't think I'm going to,
25 and if I do let me know. You said that you were off

1 and on staying at the Florissant property after your
2 marital troubles began; is that correct?

3 **A. Yes occasionally, I would stay here.**

4 Q. Okay. And when did you, again, not trying
5 to get personal, when did you initially move out of
6 that property and go to the point where you were
7 just occasionally there?

8 **A. I have been back and forth, I believe it**
9 **was 2022, I had three surgeries done within 18**
10 **months and it was after those, and my last one was**
11 **what it October of 2021, and then it was shortly**
12 **after that, is when I went ahead and started staying**
13 **with others.**

14 Q. And I do not mean to make light of your
15 hospitals at all, and I want you to know that I
16 actually also have had three surgeries since 2018,
17 so I know what you went through, and I sympathize
18 with you on that, I really, truly do. And that's
19 all the questions I have Judge.

20 JUDGE CLARK: Okay, any commission
21 questions?

22 UNKNOWN SPEAKER: No questions Judge, no
23 questions from the bench as well, Miss Lambert you
24 can step down, thank you for testifying.

25 MS. LAMBERT: Thank you.

1 JUDGE CLARK: It's about 4:10 at this
2 point, I would like to give the court reporter about
3 a 10 to 15 minute break, we seem to be moving a
4 little faster than we would earlier, so I would like
5 to take about a ten, fifteen minute break, come back
6 and I believe Mr. Banks you said Ameren Missouri has
7 one witness.

8 MR. BANKS: Yes, Your Honor.

9 JUDGE CLARK: And we will pick up with
10 that witness, so why don't we go off, it's 4:16 now,
11 let's come back at 4:30, we will go off the record
12 and take a recess until 4:30.

13 (Whereupon, a break was taken)

14 (Whereupon, back on the record)

15 JUDGE CLARK: Let's go back on the record,
16 Ameren Missouri you may call your first witness.

17 MR. BANKS: We call Miss Aubrey Krcmar.

18 MS. KRCMAR: Good afternoon.

19 JUDGE CLARK: Good afternoon, would you
20 raise your right hand to be sworn. Do you solemnly
21 swear or affirm that the testimony you're about to
22 give at this evidentiary hearing is the truth.

23 MS. KRCMAR: I do.

24 (Witness sworn)

25 JUDGE CLARK: Thank you. Go ahead,

1 Mr. Banks.

2 AUBREY KRCMAR, Of lawful age, being
3 produced, sworn and examined, deposes and says:

4 E X A M I N A T I O N

5 QUESTIONS BY MR. BANKS:

6 Q. (By Mr. Banks) By whom are you employed?

7 A. **Ameren Missouri.**

8 Q. And in what capacity?

9 A. **As a regulatory liaison.**

10 Q. What is your business address?

11 A. **101 Madison in Jefferson City, Missouri**
12 **60151.**

13 Q. What is your educational background?

14 A. **I have a bachelor's degree in business**
15 **administration from Columbia College.**

16 Q. What is your occupational background
17 beginning with your tour of duty in the Navy?

18 A. **I served four years in the United States**
19 **Navy, and upon my honorable discharge, worked for**
20 **several years in cooperate filing service industry**
21 **before coming to work for Ameren Missouri in 2001.**
22 **I started my journey with Ameren in the call center,**
23 **I served as a customer call center representative**
24 **and then I transitioned to an administrative**
25 **assistant role.**

1 Prior to leaving customer service, I was a
2 call center supervisor and then nearly six years ago
3 I transferred out of the call center into my current
4 role within regulatory affairs.

5 Q. What do your present responsibilities
6 include within Ameren Missouri?

7 A. Well, in regulatory affairs, I support our
8 team by assisting with the investigation of all
9 third-party complaints against Ameren Missouri. I
10 primarily am independently responsible for handling
11 executive complaints and formal complaints in front
12 of the commission, I serve as company witness.
13 Another important role that I serve in my current
14 duties is I do a deep dive review of all of our
15 complaints received and what I'm looking for is not
16 only regulatory compliance, but I'm also looking for
17 continuous improvement opportunities that we might
18 put into place within our business operations to
19 make a better customer experience for our customers,
20 and I also provide regulatory guidance to our
21 coworkers to ensure that all of our business
22 operations are within regulatory compliance.

23 Q. For lack of a better word, were you the
24 company's liaison when it came to this
25 investigation?

1 **A. Yes.**

2 Q. And were you responsible for assembling
3 documents?

4 **A. Yes.**

5 Q. Were you responsible for responding to
6 data requests?

7 **A. Yes.**

8 Q. The documents that you provided, were they
9 kept in the regular course of business at Ameren
10 Missouri?

11 **A. Yes.**

12 Q. Were they compiled roughly at the same
13 time expressed in the documents, in other words,
14 were they contemporaneously prepared?

15 **A. Yes.**

16 Q. For purposes of today's proceedings, are
17 you considered the custodian of records for Ameren?

18 **A. Yes.**

19 Q. When did you first become familiar with
20 complainant?

21 **A. I first became familiar with the**
22 **complainant during the investigation of a formal**
23 **compliant filed in late 2018, which I investigated**
24 **and worked through.**

25 Q. Invite your attention to page two of

1 complainant's formal complaint Exhibit 101C where it
2 asks the amount at issue \$10,485; is this figure
3 correct?

4 **A. No.**

5 Q. And invite your attention to page two of
6 complainant's formal complaint, line 6, where it
7 says complainant now requests the following relief,
8 complainant says Ameren Missouri fraudulently and
9 purposely disconnected service at the property,
10 which I'll again have to refer to as either the
11 property or the location; is that correct?

12 **A. No.**

13 Q. Did you thoroughly investigate this
14 complaint?

15 **A. Yes, I did.**

16 Q. Why did Ameren Missouri disconnect service
17 at the property in May of 2023?

18 **A. For nonpayment of an undisputed delinquent
19 charge.**

20 Q. Mr. Felber continues to allege in his
21 formal complaint Exhibit 101C that Ameren Missouri
22 used spoofing methods to pretend it was the Boone
23 County government; is this true?

24 **A. No.**

25 Q. He goes on to say that Ameren Missouri

1 incorrectly billed him the wrong amount; is this
2 true?

3 **A. No.**

4 Q. Invite your attention to Section 7 on page
5 2 of the formal complaint, it says Ameren failed to
6 follow proper protocol when attempting to disconnect
7 service; is this true?

8 **A. No, it is not.**

9 Q. It goes on to say Ameren failed to allow
10 me to dispute the abnormal high balance I didn't
11 owe; is this true?

12 **A. No.**

13 Q. Invite your attention to page three of the
14 formal complaint in Section 8, he says, I have
15 reached out to Ameren on numerous occasions only to
16 be hung up on, called a liar, and yelled at by
17 numerous agents, are all of Ameren's customer
18 service calls recorded?

19 **A. Yes, all of the calls between our customer
20 care advisors and leaders with customers are
21 recorded.**

22 Q. Are the recordings from the customer
23 service calls saved on the Ameren Missouri system in
24 the course regular course of business?

25 **A. Yes, they were, we use an application**

1 called IC business manager to record all calls with
2 our customers.

3 Q. And can the staff ask for all of those
4 recordings in the form of a data request?

5 A. Yes.

6 Q. I'll invite your attention to Exhibit --
7 oh, Your Honor at this time I move that Exhibit 101C
8 be accepted into the record as evidence.

9 JUDGE CLARK: Any objections to admitting
10 Exhibit 101C onto the hearing record, that is
11 Mr. Felber's formal complaint in this case. Hearing
12 no objections, Exhibit 101C is admitted onto the
13 hearing record.

14 Q. (By Mr. Banks) The response to staff data
15 request 104C was that prepared by you?

16 A. Yes.

17 Q. How did you compile all the calls provided
18 in response to staff data request two?

19 A. Well as I mentioned, we use an application
20 called IC business manager which I informally refer
21 to as ICBM, so when I was searching for all of the
22 recorded phone calls between Brett Felber on behalf
23 of the account at the property address, there are
24 several different ways to search in ICBM for
25 recorded calls, so I utilized all search available

1 functionality. I first search by the account
2 number, so all calls that have been authenticated by
3 our IVR or our interactive voice response unit with
4 that account number then show up, so I pulled all of
5 those calls. I also pulled all calls that came in
6 from the -- came in or went out to the telephone
7 number on record for Mr. Felber's account, and as a
8 fail safe to make sure that I wasn't missing
9 anything, I then cross-referenced all of the account
10 contact log interactions that have been entered
11 within our customer billing system which is called
12 CSS customer service system, so I went through the
13 CSS account contacts that were left by our call
14 center advisors and leaders and other employees and
15 went through every contact line by line to make sure
16 that I hadn't missed any calls, so there were a few
17 calls that likely hadn't been authenticated through
18 the IDR, so there were some calls that I was able to
19 pull that way, and I pulled the calls that way by
20 searching by the employees name and the date and the
21 time and was able to pull those additional calls.

22 So I feel confident that by utilizing all
23 available methods of pulling calls that I did
24 capture all of those.

25 Q. About how many formal complaints have you

1 worked in -- worked on over the last five years,
2 approximately?

3 **A. Perhaps twenty, that would be a rough**
4 **estimate.**

5 Q. Were you surprised when the staff provided
6 a data request asking for all those calls?

7 **A. No, that's very typical in a formal**
8 **complaint that staff will request a listing and**
9 **recordings of all calls, so that's very common.**

10 Q. Did you listen to all of these recordings
11 before you gave them to staff in response to staff's
12 request 2?

13 **A. Yes, I did.**

14 Q. The recorded phone calls listed have a
15 series of numbers associated with them, how do these
16 numbers correspond to the date of the call?

17 **A. So every recorded call has what we refer**
18 **to as an interaction ID number associated with it,**
19 **it's basically a long stream of numbers, the first**
20 **six to eight numbers are randomly collected, the**
21 **last six digits of every interaction ID is the date**
22 **that the call was recorded, and now when I go to**
23 **save calls, it defaults to saving that waive file**
24 **with the interaction ID number, however, from my**
25 **experience, especially in the situation where there**

1 were well over a 100 calls, it's very difficult to
2 be able to pinpoint which call went with what date,
3 just by saving with the interaction ID number, since
4 it is a such a long number and not to mention, there
5 were many dates, especially in this particular case
6 where there were six, seven, eight phone calls on
7 one particular date, so if I were to save the calls
8 with the interaction ID number, there would be no
9 way to differentiate this was the first call on that
10 date, this was the second call on that date. So
11 when I saved the calls in order to submit those for
12 the data request response, I renamed each file with
13 the date of the call, and that does correspond with
14 the date, the last six digits that are on the
15 interaction ID.

16 Q. As the company representative, were you
17 present throughout this hearing today?

18 A. Yes, I have been.

19 Q. Did you hear Mr. Felber question whether
20 or not the May 18, phone call actually took place on
21 May 18, 2023?

22 A. Yes, I did.

23 Q. Is there any way that you can look at the
24 file name and tell that it was generated on May 18,
25 2023?

1 A. Well, yes, as I mentioned, I saved the
2 waive file with the date, and so, there was I'm
3 looking through my data response request for, to
4 data request two, and if I go to the third page, it
5 looks like there was only one call on May 18, which
6 I uploaded or we uploaded as a response, so the call
7 that says 051823, was the call that we listened to
8 today, that was made Mr. Felber in one of our
9 advisors that was their interaction that was
10 recorded on May 18.

11 MR. BANKS: Your Honor, I move that Ameren
12 Missouri Exhibit 104 C-A be accepted into the
13 record.

14 JUDGE CLARK: Bear with me just a moment.

15 MR. BANKS: Yes, Your Honor.

16 JUDGE CLARK: Mr. Felber, have you had an
17 opportunity to look at 104 C-A, it is response to
18 staff data request MPSC0002, and in terms of where
19 it is and it looks like it's a little past halfway
20 through, it is after the -- it is after the account
21 notes and field notes and contact logs. You're
22 muted.

23 MR. FELBER: Is it in the call logs or
24 where?

25 JUDGE CLARK: I assume when you say call

1 logs, you're looking at the field notes and context
2 log, just past that, there is, if you look at the
3 bottom, there's an exhibit, the last page of that is
4 the last page of Exhibit 103 C and then the
5 following one which is not labeled, anywhere that I
6 see 104, is the MPSC data request 0002 it looks
7 substantially similar to the previous data request
8 as to the top part, and the bottom part it lists a
9 series of numbers and you'll see like first call,
10 second call, first call, second call, third call, et
11 cetera.

12 MR. FELBER: Hold on.

13 JUDGE CLARK: It seems to be a list of
14 file numbers.

15 MR. FELBER: File numbers, okay, I think I
16 was in it and then I got out of it, hold on. Sorry
17 there's a long list of, this is --

18 JUDGE CLARK: It appears to be calls from
19 June 2018 to June 3 of this year.

20 MR. FELBER: Is it, okay, it's not this
21 thing, it's number MSPC 003?

22 JUDGE CLARK: 0002.

23 MR. FELBER: 002, this right here?

24 JUDGE CLARK: 0002, I can't see what
25 you're looking at Mr. Felber.

1 MR. FELBER: Okay, response, yeah, okay.

2 JUDGE CLARK: Do you have any objections
3 to admitting that response to that data request on
4 to the hearing record?

5 MR. FELBER: I mean, I guess my question
6 is, is this an accurate data log or what is that, I
7 mean, all this is typed up words, how do we know
8 that's an accurate log, I mean there's no transcript
9 between anything that shows a caller, a sender,
10 anything of that nature, so it can be multiplied and
11 produced. I mean, this doesn't do anything, what
12 does I guess my question is 112019, 120219 all this
13 is just words that are typed, it doesn't actually go
14 into a broad definition of things that states hey
15 this is this. I would think if you're making
16 crucial, you know, log data of the things you did on
17 this, I mean, I would think there would be a more
18 elaborate thing instead of first call, second call,
19 follow up change, and you know, it's just real
20 plain, there's nothing really behind it, it doesn't
21 show anything. It doesn't show what day the phone
22 call is made, it doesn't show that this was made.
23 You know, anybody can sit there and type on a piece
24 of paper and say, oh, well I made this waive file
25 for this day.

1 JUDGE CLARK: If you go to page three of
2 four, and I go about halfway down, it says 051923,
3 seventh call, call from Lisa Lambert requesting
4 service, that 05 would be May, 19 would be the 19th
5 of May, 23 would be '23, I believe that was what
6 Miss Krcmar just explained, so this appears to be a
7 list of calls she compiled for the staff of the
8 commission; is that correct Miss Krcmar?

9 MS. KRCMAR: Yes, Your Honor.

10 JUDGE CLARK: Were all those calls
11 submitted to the staff?

12 MS. KRCMAR: Yes, sir.

13 JUDGE CLARK: And all of these calls were
14 recorded?

15 MS. KRCMAR: Yes.

16 JUDGE CLARK: So yes, it is a list that
17 she provided, but it is a list that she had made of
18 calls that she provided to the staff of the
19 commission? Do you have an objection beyond what
20 you've voiced?

21 MR. FELBER: I do, because like for
22 example, we don't have okay, I understand call from
23 Lisa Lambert requesting service, no CSS contact, we
24 can leave these things blank, okay, so you're going
25 to put that down there, like okay for example,

1 Scrapy Locholo, we're going to put that on there
2 but then everything else, and this is even going
3 back to page one of four, we're not really --
4 there's nothing labeled, so we're only labeling
5 select phone calls here, we're not actually -- is
6 there, I would honestly want to know, and you guys
7 use Message Broadcast, right; is that correct do you
8 guys use Message Broadcast for your provider?

9 JUDGE CLARK: You'll have a chance to ask
10 that during cross-examination.

11 MR. FELBER: Okay.

12 JUDGE CLARK: Let me follow up with that.
13 Are the calls that are not labeled to a particular
14 person who's not Mr. Felber, would all those be
15 calls from Mr. Felber, is that why those are
16 unlabeled?

17 MS. KRCMAR: Yes, Judge, the request was
18 asking for recorded calls between Brett Felber and
19 in parenthesis also include calls with anyone else
20 that contacted the company, so all calls if they do
21 not indicate anything other than, I mean if they
22 don't have a name listed, those were calls that were
23 Brett Felber.

24 JUDGE CLARK: Do you have any further
25 objections to this document, Mr. Felber?

1 MR. FELBER: I mean, they can admit it, I
2 just don't see the relevance of it, I think it's
3 kind of, one of those things that's typed up, it's
4 not -- if it was something that was given honestly
5 from a provider, that would actually shed more
6 light, I know message broadcast does give out a call
7 log.

8 JUDGE CLARK: I agree with that, that
9 would probably go more to weight of the exhibit,
10 rather than admissibility, so I'm going to overrule
11 your objection, and I'm going to admit Exhibit 104C
12 confidential Exhibit 104A onto the hearing record,
13 so that is admitted.

14 Q. (By Mr. Banks) Ma'am, did you as part of
15 your practice in responding to staff PR (ph) in a
16 complaint investigation listen to and compile the
17 recordings of calls?

18 A. Yes.

19 Q. Is there one instance, just one instance
20 where complainant was ever called a liar?

21 A. No.

22 Q. Was there one instance where he was hung
23 up on?

24 A. There were several instances where the
25 call center representative did disconnect the call

1 after following the appropriate policy call center
2 policy of advising Mr. Felber that will was nothing
3 else that they could assist with, that the call
4 wasn't really being productive any longer before
5 disconnecting the call.

6 Q. Was there one instance where Mr. Felber
7 was yelled at?

8 **A. No.**

9 Q. In the formal complaint, Exhibit 101C,
10 complainant goes on to say that he has filed a civil
11 suit against Ameren, Cause No. 2022-SC-002047, now
12 while Mr. Felber has filed a nuisance lawsuit
13 against Ameren Missouri with outside counsel, and
14 employees in Texas, to your knowledge, at the time
15 he filed this formal complaint, had any such lawsuit
16 been filed with the above styled cause number
17 2022-SC-002047?

18 **A. Not to my knowledge, no.**

19 Q. Finally, complainant concludes, I believe
20 Ameren is going to continue these same fraudulent
21 activities until they are sanctioned and punished by
22 the court and the PSC; is this true?

23 **A. No.**

24 Q. Invite your attention to data request
25 number one, receipt from staff, which is Exhibit No.

1 102C, were you asked to provide all account notes,
2 bill notes and contact logs for the account at the
3 property from June 2018 to date?

4 **A. Yes, I was.**

5 Q. Did you respond to this data request?

6 **A. Yes.**

7 Q. Did you respond by providing 83, that's
8 8-3 pages of account notes, bill notes, and contact
9 notes on the property in question?

10 **A. Yes.**

11 Q. Where did you obtain the list of account
12 contacts listed in the data request?

13 **A. These were compiled and pulled directly
14 from our, the main billing system that we use which
15 is called CSS, and that refers to customer service
16 system.**

17 Q. Are all account contacts made and saved in
18 the course of the regular -- regularly conducted
19 business activity of call center and customer
20 service operations at Ameren?

21 **A. Yes.**

22 Q. Are account contacts routinely made in the
23 course of business by Ameren?

24 **A. Yes.**

25 Q. Are account contacts entered into CSS at

1 or near the time of the event of the contact?

2 **A. Yes.**

3 Q. Who enters the account contact?

4 **A. The Ameren employee enters the contact**
5 **directly, for the most part it's our call center**
6 **personnel, but there are others outside of the call**
7 **center that also enter contacts when they have been**
8 **working with a specific account. There are also**
9 **quite a few contacts that are auto generated and**
10 **those contacts are entered automatically by the**
11 **system. For example a non-pay disconnection notice**
12 **mailed or something to those, to those -- to that**
13 **affect.**

14 Q. So account contact is either automated or
15 noted by person with knowledge to note such contact?

16 **A. Yes.**

17 Q. In response to data requests or questions
18 from the staff in a complaint case, does Ameren
19 Missouri regularly present such records slash
20 account contacts?

21 **A. Yes.**

22 Q. Directing your attention to Exhibit 106C,
23 in response to the staff data request number four,
24 did you provide the Commission staff with the
25 complete payment history of the location from June

1 2018 to June 2023?

2 **A. Yes.**

3 Q. Where did you obtain the payment history
4 provided in response to data request number four,
5 Exhibit 106C?

6 **A. That was obtained from CSS, our billing
7 system.**

8 Q. Are payment histories saved in the course
9 of regularly conducted business activity or
10 operations of Ameren?

11 **A. Yes.**

12 Q. Are Payment histories routinely tracked in
13 the course of business plans?

14 **A. Yes.**

15 Q. Are payments and billed amounts shown in
16 the payment history recorded to Ameren Missouri's
17 billing systems at or near the time of the event
18 reporting?

19 **A. Yes.**

20 Q. In response to data request or questions
21 from staff in complaint cases, does Ameren Missouri
22 regularly present such records or account contacts?

23 **A. Yes.**

24 MR. BANKS: When was the last time -- let
25 me back up and move Your Honor, that Exhibit 106C

1 accepted into the record.

2 JUDGE CLARK: Were you going to do
3 anything with 102C or was that just for --

4 MR. BANKS: I would move to 102C as well,
5 Your Honor.

6 JUDGE CLARK: Mr. Felber, have you had an
7 opportunity to look at 102C?

8 MR. FELBER: I've looked at all the
9 exhibits and honestly to tell you the truth, this is
10 the most confusing thing that I've ever seen. I
11 mean, getting right to the point of everything, are
12 we here to put how you personally feel about it, or
13 is there something that you can provide that shows
14 what was actually done, I mean, everything here is
15 types up stuff how things work, none of this is, I
16 mean I think we wasted fifteen minutes of her, while
17 I appreciate her time in the service, it was
18 irrelevant to the whole thing, we're not after
19 the -- we're not after her credentials outside of
20 Ameren Missouri, we're after the public interest in
21 the matter. I mean, if you wanted a biography of
22 her record for fifteen minutes, I could go on for
23 forty minutes about my credentials and who all I
24 know and who everything is, but I mean, I've
25 honestly lost track of this.

1 JUDGE CLARK: While I'll agree that her
2 career in the Navy is not necessarily germane to
3 this particular complaint, it is not unusual when
4 people are questioning witnesses to go over their
5 general background, as it might be of interest.
6 What I'm more interested in is Exhibit 102C at this
7 point, the way Miss Krcmar explained it, is yes,
8 this is all stuff that's typed, everything is typed
9 by somebody, my understanding is that whatever
10 employee was interacting with the account at that
11 time was making these notes; is that correct, Ms.
12 Krcmar?

13 **A. Yes, it is.**

14 JUDGE CLARK: And these are the actual
15 notes as they would have put them in, you didn't
16 type this up?

17 **A. I did not, I did not, we are able to pull**
18 **a record and it turns it into -- it pulls it into a**
19 **Word document quite honestly and it captures all of**
20 **the contacts from the dates that you're requesting,**
21 **so it's an automatic process that pulls these**
22 **directly from CSS.**

23 JUDGE CLARK: So if I'm looking at
24 something and it says that day 20210715 6:27 p.m., I
25 assume that's where it and comes delinquent inquiry,

1 request setting up PAG, which I'm assuming is
2 payment agreement, the agreement and then it gives
3 whatever call center employee at that time was
4 interacting in regard to that account, that's their
5 notes?

6 **A. That is correct, and as I mentioned there**
7 **are many automated contacts and you'll see those as**
8 **well, the date, time stamp is the time that contact**
9 **was entered into the system, and there are many that**
10 **say batch process, and those that I mentioned are**
11 **the automated contacts that are automatically added**
12 **to the billing system, when that action occurs. So**
13 **when we pull contacts, it's pulling all of the**
14 **account contacts, those that were entered manually**
15 **by advisors at the time of the call, those are their**
16 **notes from the interaction they had with the**
17 **customer, and all of the batch process contacts**
18 **which are automatically added once whatever the**
19 **action was that occurred, such as an automated**
20 **collection call or --**

21 JUDGE CLARK: So what I'm looking at says
22 correspondence collections, disconnect notice due
23 issued by batch process, that's what you're talking
24 about.

25 **A. That is correct.**

1 JUDGE CLARK: That is where the computer
2 kicks out a notice?

3 **A. Yes, judge.**

4 JUDGE CLARK: Okay, beyond your objection
5 that it's just stuff that's typed up, do you have
6 other objections to this Exhibit 102 C?

7 MR. FELBER: I -- I mean this is just, I
8 don't see what purpose it really serves, I mean, to
9 me I think this is, I mean when you have over 40
10 pages of this, none of this describes the action of
11 when I call to sit there and say okay, well let's,
12 are we after what every word has said or are we
13 after the main argument of a payment agreement.

14 JUDGE CLARK: Well, again, that's the tree
15 you're interested in, they're interested in a
16 different tree.

17 MR. FELBER: I mean, this is to me it's a
18 sidestep away from okay, to me it's a sidestep away
19 from the fact of, I mean I understand you want to
20 have a call log of everything and all that, but a
21 lot of this is just irrelevant.

22 JUDGE CLARK: Ameren, why is this
23 important to you, what's the purpose of this
24 exhibit?

25 MR. BANKS: Because the staff asked for

1 all this information, Your Honor.

2 JUDGE CLARK: But why are you wanted it
3 admitted on to record?

4 MR. BANKS: Because it shows that we're
5 compliant and it shows complete history of the
6 contacts that were made.

7 MR. FELBER: So this is actually from your
8 vendor, so if I called your vendor, and I have the
9 chance to inspect it from your vendor, which I'm
10 very --

11 JUDGE CLARK: I understand what you want
12 to ask him, why don't you make the point to me.
13 Things go awry when the parties are talking to each
14 other, that's what I'm in the room for talk to me.

15 MR. FELBER: I know this vendor right here
16 and I know for a fact that they actually give
17 itemized lists, so if I was to call and have a
18 contact with their corporate field specialist, he's
19 not going to give me anything different, he's not
20 going to tell me that they actually have different
21 stamps that are put on it, they actually have a data
22 trace that's put on it, they have a record key code
23 that's put on it. I sell their services for a
24 living, I'm very quite frank with them.

25 JUDGE CLARK: I'm going to overrule your

1 objections, I'm going to allow it on for the
2 purposes of showing that these were all the company
3 contacts in relation to your account between the
4 time period listed. So Exhibit 1 -- is it 103C or
5 102C.

6 MR. BANKS: 102C, Your Honor.

7 JUDGE CLARK: Thank you, Exhibit 102C will
8 be admitted onto the hearing record.

9 MR. BANKS: Your Honor, did you rule on
10 Exhibit 106C?

11 JUDGE CLARK: I had not, I had not gotten
12 to that yet, so why don't we go to that right now.
13 106C is another data response, it's 0004 and have
14 you had an opportunity to look at that, Mr. Felber.

15 MR. FELBER: Uh --

16 JUDGE CLARK: Front of it says page left
17 blank, at least when I printed it off, because it
18 says page left blank intentionally.

19 MR. FELBER: So down to, I guess --

20 JUDGE CLARK: It's the end of 105C, the
21 beginning of 106C is another data request looks the
22 same, it says MPSC 0004 at the top, and at the
23 bottom, it does say Brett Felber v. Union Electric
24 doing business as Ameren Missouri confidential
25 hearing Exhibit 106C.

1 MR. FELBER: All right.

2 JUDGE CLARK: And it just appears to be a
3 grid of payments and returns and checks, and with
4 that, I actually had a question in regard to that,
5 would those -- is that just returned checks or is
6 that returned, or like failures of cards to process?

7 MS. KRCMAR: It could actually be both
8 Judge. The payment could be returned whether it was
9 a credit card payment or an actual check payment.

10 JUDGE CLARK: So when it says check
11 returned, it just means payment returned?

12 Ms. KRCMAR: Correct.

13 JUDGE CLARK: Okay, thank you for
14 clarifying that.

15 MR. FELBER: I would strongly disagree
16 with that, if you have, I would disagree.

17 JUDGE CLARK: Disagree with what?

18 MR. FELBER: Well usually what happens if
19 you have a declined card, it would give you a batch
20 number still with a declinal (sic) number and trace,
21 same thing if there was a check it would show a
22 trace of that, there's always a tracer for it. It's
23 something that's been utilized in any banking
24 industry, I take credit cards right now, I could
25 physically walk over to a machine and I could

1 decline it and I could give you a transaction batch
2 ID and everything.

3 JUDGE CLARK: Okay, do you believe that
4 the amounts that you have paid from it looks like
5 July 24, 2018 to November, 2 of 2022, do you believe
6 that incorrectly represents payments you've made?

7 MR. FELBER: That is correct, because I
8 know that I have made payments that have cleared
9 their bank account, that I'll probably have to go
10 back and now syphon over.

11 JUDGE CLARK: I'm not sure I understand
12 what you mean by that.

13 MR. FELBER: I know not all my payments
14 were returned, I do know --

15 JUDGE CLARK: It doesn't say that all your
16 payments are returned, it appears that only four
17 payments were rejected.

18 MR. FELBER: I know one, and this was
19 actually part of a dispute and I believe it was one
20 for, if I'm believing right, it was 6/17/2022 at
21 1:38 that was approved by Square, it was approved
22 off my debit card from Square, and I actually had to
23 call you guys and set up an open investigation into
24 that, because then you told me that Square had to
25 give a bank letterhead, so Square actually

1 reimbursed me those funds because you guys did not
2 respond back to the agreement.

3 You guys also did not respond back in 2008
4 to a payment that you guys misapplied to my account
5 that Bank of America had to credit, because you guys
6 responded your treasury department.

7 JUDGE CLARK: Okay, why don't you give me
8 a clear explanation, does this -- you said you made
9 a Square space payment?

10 MR. FELBER: No, off my, okay, so Square
11 utilizes a bank as well too, personal or business,
12 and I used it for personal and business, and I made
13 a payment for \$138 dollars and I called their
14 department, their customer service department told
15 me that treasury was going to get in contact with
16 me, and I had to have a bank letterhead come out. I
17 got a piece of paper that was back in 2022, if I dug
18 it out probably, I could submit it if I needed to.
19 They initiated a complaint with Square, or with
20 their treasury department at Ameren Missouri, which
21 is a different address than 1601 Choteau, and you
22 guys failed to respond to it which resulted to a
23 provisional credit to my account.

24 JUDGE CLARK: Okay, what was this, what
25 date was this payment made.

1 MR. FELBER: 6/17/2022.

2 JUDGE CLARK: And it's for \$138?

3 MR. FELBER: Correct.

4 JUDGE CLARK: Okay, well it appears on
5 there, it appears it was returned whether it was
6 correct or not, whether you ultimately were
7 successful on that, it appears that was at least
8 recorded on there, if you go down to 6/17/2022 it
9 says \$138.

10 MR. FELBER: It think it says that it was
11 returned, so either A they --

12 JUDGE CLARK: They say it was returned,
13 and you're saying it wasn't or ultimately it was
14 resolved you were refunded, correct?

15 MR. FELBER: Correct, that was refunded by
16 Square, or but -- is who the financial institution
17 is.

18 JUDGE CLARK: Okay, well taking your
19 objection into account, I'm going to overrule it and
20 admit it for the purpose of showing the payments
21 that were made between, where is it, June 2018 to
22 the date that this data request was logged, which is
23 6/16/23. So Exhibit 1 -- Exhibit 106C is admitted
24 onto the hearing record. Go ahead.

25 Q. (By Mr. Banks) Where did you obtain the

1 payment history provided in the response to data
2 request number four?

3 **A. From our billing system, CSS.**

4 Q. Are payment histories saved in the course
5 of regularly conducted business activities,
6 operations of Ameren?

7 **A. Yes.**

8 Q. Are payment histories routinely tracked in
9 the course of business for Ameren?

10 **A. Yes.**

11 Q. Are payments and bill amounts shown in the
12 payment histories as recorded in the Ameren Missouri
13 billing system at or near the time of the event
14 incurred?

15 **A. Yes.**

16 Q. In response to data requests, or questions
17 from staff in complaint cases, does Ameren Missouri
18 regularly present such records?

19 **A. Yes.**

20 Q. When was the last time that a payment was
21 made on the account, that was not returned for
22 insufficient funds?

23 **A. February 16 of 2022.**

24 Q. Invite your attention to staff's data
25 request number five, Exhibit 107C, did you provide

1 staff with a list of payments plans entered into by
2 the plaintiff?

3 **A. Yes.**

4 Q. Where did you obtain the list of payment
5 plans set out in Exhibit 107C?

6 **A. From our customer service system, CSS.**

7 Q. Are logs of payment plans saved in the
8 course of the regularly conducted business
9 activities at Ameren?

10 **A. Yes.**

11 Q. Are payment plans routinely tracked in the
12 course of business for Ameren?

13 **A. Yes.**

14 Q. Are payment plans recorded into Ameren
15 Missouri billing system at or near the time of the
16 event recorded?

17 **A. Yes.**

18 Q. If response to data requests, or questions
19 from staff, the complaint cases, does Ameren
20 Missouri regularly present such payment plan
21 details?

22 **A. Yes, we do.**

23 MR. BANKS: Your Honor, I move that staff
24 Ameren Missouri Exhibit 107C be accepted into the
25 record as evidence.

1 JUDGE CLARK: What's the purpose of 107C
2 and the reason I ask is because it appears that the
3 last payment agreement or if I'm reading this wrong,
4 was this on September 28 of 2022, how does that
5 relate to this complaint, I guess is the question?

6 MR. BANKS: The data request was quite
7 comprehensive Your Honor, and we responded as
8 comprehensively as we could, it does show the
9 pattern that was in existence and various payment
10 plans that the complainant had.

11 JUDGE CLARK: So you're offering this to
12 show the various payment plans that he's had since
13 June 18 to date?

14 MR. BANKS: Yes, Your Honor.

15 JUDGE CLARK: I have a question regarding
16 that, why doesn't the May 18 payment plan appear on
17 that?

18 MS. KRCMAR: Judge, if I may, I did make a
19 note at the beginning right under the confidential
20 heading, that only information on payment agreements
21 that were actually established has been provided,
22 pending payment agreements that were not actually
23 established due to the required down payment not
24 being received have not been included. Since that
25 May 18 payment agreement was not activated, there

1 was not a payment agreement established or set up,
2 so that's why it's not included, Judge.

3 JUDGE CLARK: Okay, I know that Ameren and
4 Mr. Felber disagree on that point. As I indicated
5 before during this hearing, my understanding from
6 staff's report is there were four payment agreements
7 that were extended; is that correct?

8 MS. KRCMAR: Well, they were payment date
9 extensions perhaps, we were -- Mr. Felber's account
10 was granted extensions, but they weren't necessarily
11 payment agreements set up.

12 JUDGE CLARK: In other words, there had
13 been no initial payment made?

14 MS. KRCMAR: Correct.

15 JUDGE CLARK: But the date for him to make
16 that initial payment was extended several times?

17 MS. KRCMAR: Correct.

18 JUDGE CLARK: So the only purpose this is
19 being offered for is to show that Mr. Felber had had
20 payment agreements in the past?

21 MR. BANKS: Yes, Your Honor.

22 JUDGE CLARK: Well, as to that purpose,
23 Mr. Felber do you have any objection to admitting
24 Exhibit 107C on to the hearing record for that
25 limited purpose?

1 MR. FELBER: I'm not sure why they would
2 want it admitted, I would think you would list every
3 payment agreement and this just helps me out more
4 because it shows that they're trying to hide May
5 18th for May 22nd, that's the only thing, you know,
6 what's kind of funny about this is, and I want to
7 bring a point to it --

8 JUDGE CLARK: I understand you want to
9 talk about it, and you'll have an opportunity, you
10 can certainly question Ms. Krcmar about it.

11 MR. FELBER: Okay.

12 JUDGE CLARK: But it doesn't sound like
13 you have an objection to it at this point.

14 MR. FELBER: No.

15 JUDGE CLARK: And you believe it's helpful
16 to you, are you objecting to it being admitted?

17 MR. FELBER: Add it in, all for it.

18 JUDGE CLARK: Okay, Exhibit 107C is
19 admitted on to the hearing record.

20 Q. (By Mr. Banks) Where did you obtain the
21 list of payment plans set out in 107C?

22 **A. From our billing system, CSS.**

23 Q. Are logs of payment plans saved in the
24 course of regularly conducted business and
25 activities at Ameren?

1 **A. Yes.**

2 Q. Are payment plans routinely tracked in the
3 course of business for Ameren?

4 **A. Yes.**

5 Q. Are payment plans recorded into Ameren
6 Missouri's billing system at or near the time of the
7 plans being entered into or defaulting?

8 **A. Yes.**

9 Q. In response to data request or questions
10 from staff in complaint cases, does Ameren Missouri
11 regularly present such payment details?

12 **A. Yes.**

13 Q. Did Ameren enter into multiple payment
14 plans with complainant?

15 **A. Yes.**

16 Q. Did complainant generally follow the
17 agreed upon terms and conditions of these payment
18 plans?

19 **A. No, all payment agreements that we
20 established with Mr. Felber defaulted due to missed
21 payments.**

22 Q. If the complainant's refusal to follow the
23 agreed up terms and conditions of his most recent
24 payment plan result in the disconnection of his
25 service at the property?

1 **A. Indirectly, yes, his last payment**
2 agreement as the judge mentioned, from this data
3 request response was in September of 2022 that we
4 established it, he did make that payment agreement
5 defaulted in December of last year, which once a
6 payment agreement defaults, the entire balance that
7 has been deferred immediately becomes due on the
8 account, so that led to a very large arrearage on
9 the account, so it was actually that large arrearage
10 that led to the disconnection of Mr. Felber's
11 service on May 19.

12 MR. FELBER: Your Honor, I'd like to ask a
13 question.

14 JUDGE CLARK: You'll get an opportunity
15 to, but not right now.

16 Q. (By Mr. Banks) Ma'am, are you familiar
17 with the Complaint Exhibits 8 through 11 in this
18 matter?

19 **A. You'll have to refresh me, please.**

20 Q. I believe that Exhibit 8 is the payment --
21 purported payment agreement, Exhibit 9 is payment
22 agreement water mark, Exhibit 10 is the information
23 provided by SendGrid Twilio, and Exhibit 11 is the
24 payment agreement Twilio received?

25 **A. Yes, thank you, I am familiar with those.**

1 Q. One moment please, Your Honor.

2 JUDGE CLARK: Ms. Krcmar, well, I'm not
3 going to, I want Mr. Banks to be able to hear.

4 MS. KRCMAR: Okay.

5 Q. (By Mr. Banks) Does the company believe
6 these filings to be accurate.

7 **A. No.**

8 MR. FELBER: Hearsay.

9 JUDGE CLARK: It's not hearsay, he's
10 asking whether her as a representative of the
11 company believes your exhibits to be accurate, it's
12 just a question as to what she believes.

13 MR. FELBER: It's not something factual to
14 the ground of the point, and it doesn't go off the
15 base, anybody can say that. I can sit here and look
16 at their stuff and I can say it's fake.

17 JUDGE CLARK: I assume so, but I assume
18 we're going to hear why, so I'm going to overrule
19 your objection and allow her to answer.

20 Q. (By Mr. Banks) Ms. Krcmar, why?

21 **A. I have clear evidence that the down**
22 **payment required for the payment agreement that was**
23 **discussed on the May 18 call, that down payment was**
24 **required to be paid on May 18, without a shadow of a**
25 **doubt that was the down payment required date, so**

1 the documents that I see that Mr. Felber submitted
2 that give a required payment due date of May 22 are
3 altered. They -- we have, although we were not able
4 to obtain a copy of the specific e-mail, because
5 Mr. Felber, it didn't come up until more than 30
6 days after that e-mail was sent out on May 18, we
7 have plenty of data including the values that we
8 sent to our message broadcast vender which clearly
9 state that the required due date was May 18. We had
10 a telephone call that states the date that the
11 payment was needed that day, May 18, so I have no
12 doubt in my mind that this e-mail that indicates
13 that there was a required payment due date of May 22
14 was altered.

15 Q. Let's look at your response to staff data
16 request number 27.

17 JUDGE CLARK: Mr. Banks, can I ask you a
18 quick question about 107C just to clarify?

19 MS. KRCMAR: Yes.

20 JUDGE CLARK: I don't understand why the
21 9/18/22 deferred payment agreement, you said these
22 were payment agreements that in your words were
23 established, correct?

24 MS. KRCMAR: Yes.

25 JUDGE CLARK: Why does that payment

1 agreement have a down payment amount of zero?

2 MS. KRCMAR: Well, there are times that we
3 offer a payment agreement to a customer without
4 requiring a down payment, so at that time.

5 JUDGE CLARK: Why?

6 MS. KRCMAR: Well, let me -- if you don't
7 mind, I'll look at the contact, account contacts
8 from that date and I can tell you.

9 JUDGE CLARK: Please, sorry to interrupt
10 you, Mr. Banks.

11 MR. BANKS: That's okay, Your Honor.

12 MS. KRCMAR: I'm normally quicker than
13 this, Judge, I apologize, because normally I'm on my
14 computer, but I am looking at the printout, so it's
15 just taking me a moment.

16 JUDGE CLARK: I understand.

17 MS. KRCMAR: Okay, so on September 28, we
18 actually had, it looks like Mr. Felber had reached
19 out to our legal department, and there was some
20 type, oh, I see, on September 26 we actually
21 received an intent to sue letter directly from Mr.
22 Felber, he sent that directly to our legal
23 department and regulatory department, so he sent us
24 an intent to sue letter, along with a copy of an
25 envelope mailed on September 21. So we were

1 concerned, we wanted to make sure that Mr. Felber
2 was you know, disputing his balance, there was a
3 concern there, so at that time, we made the decision
4 to offer him a special payment agreement, he had
5 agreed that he would, if we were able to work with
6 him, that he would set up another special agreement,
7 so we did agree with Mr. Felber that we would set up
8 a special payment agreement with no payment down,
9 and we took his entire balance at that time and
10 split it into monthly installments, because we were
11 working with him to try to resolve his concerns at
12 that time.

13 JUDGE CLARK: So that's also the reason
14 that was 24?

15 MS. KRCMAR: Correct.

16 JUDGE CLARK: Instead of what you would
17 usually see, which would be twelve?

18 MS. KRCMAR: Correct, so we do obviously
19 have, you know, the ability to make judgment calls
20 in certain situations and go outside of what our
21 normal boundaries are if we are really trying hard
22 to work with a customer, and that's what happened at
23 that point. So we did agree to this special
24 arrangement, we broke his balance into 24 months to
25 hopefully make it easier for him to keep the terms

1 of that arrangement. So that was a very good
2 question and that's exactly why there was not a down
3 payment required.

4 JUDGE CLARK: Thank you for that, and I'm
5 sorry for breaking up your flow, Mr. Banks.

6 MR. BANKS: That's okay. Let's see, was
7 number, Ameren Missouri Exhibit 119C, was that
8 accepted into the record?

9 JUDGE CLARK: Not yet, we had not gotten
10 there yet.

11 MR. BANKS: Okay.

12 JUDGE CLARK: But I will say we are right
13 now bumping up against 5:30, and as much as I hate
14 to split a witness, I think we ought to address, I
15 do not see at this point with Mr. -- you still have
16 a number of exhibits to enter, Mr. Felber still gets
17 to cross-examine, as does staff, commission
18 questions from the commissioners and myself, and we
19 additionally have a staff witness to go through, so
20 I'm thinking this is maybe a good time to break,
21 unless there are objections.

22 MR. KEEVIL: I was going to ask about that
23 myself, because in a half hour I get locked out of
24 my parking garage, effectively locked out, because
25 of my problems with my legs, so they lock the

1 elevator at 6:00, so after 6:00 I can't use the
2 elevator, so if -- since we're unlikely to get to go
3 home, get finished with this hearing today, I would
4 like to get out of here as soon as possible, just
5 throwing that out at you.

6 JUDGE CLARK: Ameren Missouri?

7 MR. BANKS: No objection, Your Honor.

8 JUDGE CLARK: I appreciate that, and I
9 apologize that we can't run late into the evening,
10 I'm frankly just running out of steam, and it is
11 getting late. Commissioner Kolkmeyer and
12 Commissioner Holsman, do you have any objections to
13 me doing that?

14 MR. HOLSMAN: No objections Judge, thank
15 you.

16 MR. KOLKMEYER: No objection, Judge.

17 JUDGE CLARK: Thank you very much,
18 Commissioner Holsman. I believe Mr. Felber, you
19 said you were available Tuesday afternoon; is that
20 correct?

21 MR. FELBER: I'm going to change my
22 schedule to be where I'm available before that time
23 at 9 a.m.

24 JUDGE CLARK: And let me, and I may have
25 to step away here two seconds to check my wall

1 calendar.

2 MR. FELBER: There is one thing I do want
3 to bring up.

4 JUDGE CLARK: Okay, go ahead.

5 MR. FELBER: Earlier Mr. Banks made a
6 comment to my daughter and asked if she loves me, I
7 understand you're counsel, your job, please never,
8 ever, ever bring that up ever again, my family loves
9 me, I love my family, for you to do that is
10 unethical, for you to ask that question.

11 JUDGE CLARK: I think you misunderstood
12 that question from the way I understood it. I can
13 see how you took it, the way I took it is of course
14 you love your father; I think where he was going
15 with that ultimately did not get there, but that's
16 not how I took the question, I did not take the
17 question that he was actually questioning whether or
18 not she loved you, I took it as of course you love
19 your father, and essentially you know, you love your
20 father enough to testify on his behalf. So that's
21 how I took it.

22 MR. FELBER: And I'll agree to recess,
23 however, again this is another weekend that they get
24 to go ahead and have their opinions, and I
25 understand it's an evidently hearing, but they're

1 not providing anything conclusively surrounding a
2 payment arrangement, or payment agreement. They're
3 stating what they want to do, they spent fifteen
4 minutes alone trying to, oh, what's your
5 credentials, this, this, nowhere in her credentials
6 did she say she's a software engineer did she put
7 she's a software engineer, in fact, I mean if we
8 could have taken fifteen more minutes out of that
9 time with her --

10 JUDGE CLARK: We're not finished with her
11 by a long shot, you are certainly welcome, when you
12 get an opportunity to question her, to ask her what
13 her software experience is, you are certainly
14 welcome during that time to ask the question I did
15 not let you ask at the time, which is, you know, who
16 their vendor is and who their provider is, I believe
17 as you said, you will have an opportunity to ask all
18 those questions. You heard me say at the beginning,
19 I am trying to hurry this because I am of the
20 opinion that justice delayed in this case is justice
21 denied, because win, lose or draw, you need to be
22 able to move on with your life with a plan moving
23 forward. So in any event, you need an answer, it's
24 one of the reasons normally in any case I would
25 order briefs, unless it was an extremely simple

1 case, which yours is not. And I'm not ordering
2 briefs, so I'm doing everything possible to get your
3 hearing done as speedily as possible, and to get a
4 commission order out as quickly as possible, and yet
5 maintain quality and respect for everybody's due
6 process involved, and including Ameren's. When I
7 indicated that one of my jobs is to ensure a fair
8 trial for you, it is also to ensure a fair trial or
9 hearing for Ameren, and a fair hearing for staff.
10 So you'll have an opportunity, I'm sure Ameren will
11 probably like to go on, because you'll have an
12 opportunity over the weekend to formulate some of
13 your questions.

14 So let me get back to checking my
15 calendar, as I indicated Monday is a state holiday,
16 so, so let me go check my calendar please, wait just
17 a second. Are there any objections to starting at
18 9:00 a.m. on Tuesday, the 10th?

19 MR. FELBER: No, Your Honor.

20 MR. BANKS: No, Your Honor.

21 JUDGE CLARK: Staff?

22 MR. KEEVIL: Not for me Judge, I just sent
23 a chat message to my witness, to see if she can get
24 back to me quickly on that, if we've not, we'll
25 assume she's available, if we don't hear from her

1 quickly here.

2 JUDGE CLARK: We will go off the record.

3 (Whereupon, the hearing concluded at 5:37

4 p.m.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

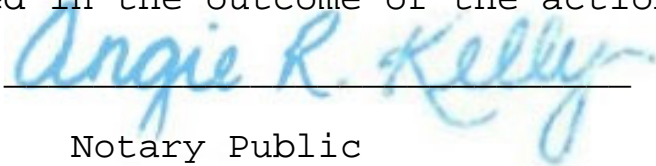
CERTIFICATE OF REPORTER

STATE OF MISSOURI)

) ss

CITY OF ST. LOUIS)

I, Angie Kelly, a Certified Court Reporter (MO),
Certified Shorthand Reporter (IL), and a Notary
Public within and for the State of Missouri, do
hereby certify that the witness whose testimony
appears in the foregoing deposition was duly sworn
by me; that the testimony of said witness was taken
by me to the best of my ability and thereafter
reduced to typewriting under my direction; that I am
neither counsel for, related to, nor employed by any
of the parties to the action in which this
deposition was taken, and further that I am not a
relative or employee of any attorney or counsel
employed by the parties thereto, nor financially or
otherwise interested in the outcome of the action.



Notary Public

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--

Transcript of Proceedings

--	--	--	--