

1 BEFORE THE PUBLIC SERVICE COMMISSION,
2 STATE OF MISSOURI.

3
4 BRETT FELBER,

5 Complainant,

6
7 VS.

8
9 UNION ELECTRIC COMPANY,
10 d/b/a Ameren Missouri,

11 Respondent,

12
13 File No. EC-2023-0395

14
15 EVIDENTIARY HEARING

16
17
18 JOHN T. CLARK, Presiding
19 Senior Regulatory Law Judge

20
21 Volume VII
22 Pages 1 - 194

23
24 OCTOBER 10th, 2023

25 (Starting time of the Hearing: 8:35 a.m.)

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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 10th, 2023, between the hours of nine o'clock in the forenoon and six o'clock in the evening of that day, via WebEx before Paula D. Hefner, a Certified Shorthand Reporter, Certified Court Reporter, Registered Merit Reporter, Certified Real-Time 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:

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A P P E A R A N C E S

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1 JUDGE CLARK: Good morning. Today is October
2 10th, 2023. The current time is nine a.m.

3 The Commission has set aside this time today for Day 2
4 of an Evidentiary Hearing in the matter of Brett Felber,
5 Complainant, versus Union Electric Company doing business as
6 Ameren Missouri, Respondent, and that is File No. EC-2023-0395.

7 My name is John Clark. I'm the Regulatory Law Judge
8 presiding over this hearing today. Also with me today on the
9 video conference are several of the Commissioners. I know we
10 have the chairman of the Commission Scott Rupp on right now
11 along with Commissioner Coleman. Do I have any other
12 Commissioners at this moment? I don't hear any at this time,
13 but I would imagine that other Commissioners will be joining us
14 from time to time.

15 I'm going to ask at this time -- since we have a new
16 Court reporter today I'm going to go ahead and have the parties
17 enter their appearance again for the record starting with Mr.
18 Felber.

19 Mr. Felber, you are pro se, that is you are
20 representing yourself.

21 Is that correct?

22 MR. FELBER: Yes, your Honor.

23 JUDGE CLARK: And you don't have an attorney?

24 MR. FELBER: Correct.

25 JUDGE CLARK: And on behalf of Ameren Missouri?

1 MR. BANKS: Eric Banks, Banks Law, LLC, 1824
2 Chouteau Avenue, St. Louis, Missouri 63103.

3 JUDGE CLARK: And Ms. Grubbs also on behalf of
4 Ameren Missouri.

5 MS. GRUBBS: Yes, good morning. Jermaine Grubbs.
6 That's spelled G-r-u b as in boy, b as in boy, s, and I'm
7 appearing on behalf of Ameren Missouri. My business address is
8 1901 Choteau Avenue in St. Louis, Missouri 63103.

9 JUDGE CLARK: Thank you.

10 And I'm going to note for the record at this time that
11 we've also been joined by Commissioner Kayla Hahn.

12 Proceeding on.

13 Mr. Keevil, can you enter your appearance on behalf of
14 Staff?

15 MR. KEEVIL: Yes, Judge. Appearing of behalf of
16 Staff Jeff Keevil. My address is 200 Madison Street, P.O. Box
17 360, Jefferson City, Missouri 65102.

18 JUDGE CLARK: Thank you, Mr. Keevil.

19 And do we have anyone present from the Office of the
20 Public Counsel? I hear no one. I wasn't expecting anyone since
21 nobody appeared from the Office of the Public Counsel last time,
22 but I always ask.

23 As I indicated before, this is Day 2 of this
24 evidentiary hearing. As much as I don't like to split witnesses
25 in the middle of testimony because it was getting rather late on

1 Friday I did go ahead -- Ameren has one witness in this case and
2 their witness is Aubrey Krcmar. They were doing their -- Mr.
3 Banks was conducting Direct of Mrs. Krcmar when we broke.

4 I have for Ameren's witness in regards to -- Mr. Banks
5 is going to be doing Cross Examination. Order of Cross, will be
6 first Brett Felber and then the Commission Staff when we get to
7 Cross Examination.

8 I'm going to remind everybody -- because we did have
9 to go in-camera on Friday for a substantial portion of the
10 hearing and that may be the case today. I don't see anyone on
11 at this point who would not be entitled to view confidential
12 information so there would be no need at this point if we were
13 to go into an in-camera session to do a break out room. But,
14 depending on who is present we might have to go in-camera.

15 Again, I will say just for the simplicity of not
16 putting confidential information out there unnecessarily that if
17 we are referring to the residence where the disconnection
18 occurred that we refer to it as the residence where the
19 disconnection occurred or, alternatively, as the Florissant
20 address.

21 I will take breaks as is necessary. So if anybody
22 needs a break at any point let me know -- and that goes for you
23 as well, Ms. Hefner, if you need to take a break please let me
24 know. If I am mumbling or we are speaking too fast and you
25 don't get something please stop us and ask to repeat.

1 COURT REPORTER: Thank you.

2 JUDGE CLARK: With that in mind we may be playing
3 some audio exhibits that can be from time to time difficult to
4 hear.

5 For the record we have just been joined by
6 Commissioner Holsman as well. So we have the Chairman and I
7 believe right now three additional Commissioners. Okay.

8 Just out of an abundance of caution, I don't believe I
9 need to, Mrs. Krcmar, but I'm going to go ahead and swear you in
10 all the same. So will you raise your right hand and be sworn.

11

12 (Whereupon, witness was sworn by Judge Clark.)

13

14 JUDGE CLARK: Thank you. Mr. Banks, you may
15 continue with your Direct Examination.

16 MR. BANKS: Thank you, your Honor.

17

18

19 AUDREY KRCMAR,

20 being sworn on her oath saith:

21 DIRECT EXAMINATION (continued)

22 QUESTIONS BY MR. BANKS:

23 Q. Mrs. Krcmar, do you recall on Friday, October 6th,
24 2023 -- I think the last question you were asked before we
25 concluded for the day was will you explain that the Company does

1 not believe Exhibits 8, 9, 10, and 11, the Complainant's
2 multiple versions of a Pending Payment Agreement email, they
3 were not accurate?

4 **A. I do not believe they were, no.**

5 Q. Please let's look at your response to Staff's Data
6 Request 27, Exhibit 119-C.

7 Ameren Missouri does not have a copy of the actual
8 payment -- Pending Payment Agreement confirmation email sent by
9 Sendgrid?

10 MR. BANKS: Madam Reporter, that's spelled
11 S-e-n-d -- same word -- g-r-i-d.

12 Q. (By Mr. Banks) So let me start over with my question,
13 please.

14 Ameren Missouri does not have a copy of the actual
15 Pending Payment Agreement confirmation email sent by Sendgrid to
16 Complainant's email address on May 18, 2023?

17 **A. No. We do not.**

18 Q. We discussed previously that during the normal course
19 of business account activity contacts are added into the CSS?

20 **A. Yes.**

21 Q. So what are you asserting in the bottom of Page 1 of
22 Exhibit 119-C is one of account contacts related to May 18, 2023
23 Pending Payment Agreement?

24 **A. Yes. That is a capture of the contact that was placed**
25 **on the account when that Pending Payment Agreement was**

1 **established.**

2 Q. Did you listen to the call recording from May 18, 2023
3 when Complainant called Ameren Missouri Customer Service to set
4 up the Pending Payment Agreement?

5 **A. Yes. I did.**

6 Q. And did you also listen to the Cross of Mr. Felber?

7 **A. Yes. I did.**

8 Q. Is the account note you inserted at the bottom of Page
9 1 of Exhibit 119-C consistent with that recording?

10 **A. Yes. It is.**

11 Q. At the top of Page 2 of Exhibit 119-C you set out the
12 values that were inserted by the system into the email template?

13 **A. Yes. I did.**

14 Q. So Ameren Missouri's method of what values were sent
15 to Sendgrid show the due date for the two thousand five hundred
16 and nine dollar required payment to activate the Payment
17 Agreement was due May 18, 2023?

18 **A. Yes. It was.**

19 Q. Again, a due date for the two thousand five hundred
20 and nine dollar required payment listed there is consistent with
21 the May 18, 2023 call recording?

22 **A. Yes. It is.**

23 Q. And that's Exhibit 104-C-D.

24 **A. Yes.**

25 Q. The Complainant identified the alleged email regarding

1 the Payment Agreement as a basis for his formal -- Informal
2 Complaint?

3 **A. No.**

4 Q. Let's look at Exhibit 123-C. Is this the Informal
5 Complaint submitted by Complainant?

6 **A. Yes. It is.**

7 Q. Is it your understanding that Exhibit 123-C is the
8 Complainant's Informal Complaint?

9 **A. Yes. It is. And in the complaint description it**
10 **indicates that Brett stated he had a payment arrangement to pay**
11 **twenty-five hundred dollars today, 5-19.**

12 MR. BANKS: Your Honor, I move that Ameren
13 Missouri's Exhibit 123-C be accepted into the record as
14 evidence.

15 JUDGE CLARK: Any objections to Exhibit 123-C,
16 the confidential exhibit be admitted onto the Hearing Record?
17 That is the Informal Complaint.

18 MR. FELBER: I do not. In my Cross Examination
19 I'll go over it.

20 JUDGE CLARK: Okay. Hearing no objections from
21 Staff, so 123-C is admitted onto the Hearing Record.

22 You may continue Direct Examination, Mr. Banks.

23 MR. BANKS: Thank you, your Honor.

24 And, your Honor, Christy Manning has her hand up.

25 JUDGE CLARK: Oh, I apologize. Let me see what

1 that -- Mrs. Manning, is there something that you wanted to
2 address? If there is you can shoot me an email, please. Thank
3 you.

4 All right. Go on, Mr. Banks. Thank you for letting
5 me know that.

6 MR. BANKS: Thank you, your Honor.

7 Q. (By Mr. Banks) The Complainant identified the alleged
8 email regarding the Pending Payment Agreement as a basis for his
9 original Formal Complaint?

10 A. No.

11 Q. What about the First Amended Complaint?

12 A. No.

13 Q. The Second Amended Complaint?

14 A. No.

15 Q. So Ameren Missouri's Answer and Affirmative Defenses,
16 Exhibit 124-C, couldn't and does not respond to the alleged
17 email due date discrepancy?

18 A. No.

19 MR. BANKS: Your Honor, I move that Ameren
20 Missouri's Hearing Exhibit 124-C be accepted into the record as
21 evidence.

22 JUDGE CLARK: Any objection to admitting Exhibit
23 124-C, Ameren Missouri's Answer and Affirmative Defenses which
24 was filed in EFIS, in this case onto the Hearing Record?

25 MR. FELBER: I have no objection.

1 JUDGE CLARK: Hearing no objections Exhibit 124-C
2 is admitted onto the Hearing Record.

3 Please continue.

4 Q. (By Mr. Banks) To your knowledge when did Complainant
5 identify the alleged Pending Payment Agreement email date
6 discrepancy?

7 **A. To the best of my recollection it was approximately**
8 **June twentieth.**

9 Q. On Page 2 of Ameren Missouri's Exhibit 119-C you
10 explain the Senior Software Engineer also advised that if a
11 customer downloaded the Payment Agreement confirmation email
12 they would have the ability to edit the message?

13 **A. Yes. I did.**

14 Q. During the course of your job as a regulatory liaison
15 and working on Complaint cases do you ever reach out to software
16 engineers for information?

17 **A. Yes. I do.**

18 Q. Have you personally downloaded a confirmation email
19 and been able to edit the message?

20 **A. Yes. I have. During the course of my investigation I**
21 **personally -- well, I found out how easy it was to edit emails.**

22 **I downloaded emails from my personal email box and was**
23 **able to edit those, not only from Ameren but from other sources**
24 **of email that I received. And I found you don't even have to**
25 **actually download the email in order to edit it. You can**

1 actually just forward an email and edit it and it appears to be
2 very authentic.

3 So, yes, during my personal investigation I was able
4 to do this.

5 MR. BANKS: Your Honor, I move that Ameren
6 Missouri's Exhibit 119-C be accepted into the evidence as
7 evidence.

8 JUDGE CLARK: Any objections to Exhibit 119-C
9 being admitted onto the Hearing Record?

10 MR. FELBER: I'm going to object. I would object
11 that for the best interest of Ameren Missouri as Ms. Krcmar just
12 admitted that she's altering documents. That she just admitted
13 that she -- she just admitted that she goes into, she went into
14 her email to find easy things to edit and she was playing around
15 with it. That would be a motion --

16 JUDGE CLARK: That would prove that she did. She
17 did not indicate that she had edited any of the information in
18 this exhibit.

19 Do you have an objection to this particular exhibit?

20 MR. FELBER: I don't have any objection to the
21 exhibit, no.

22 JUDGE CLARK: Yes. And I will agree that she
23 indicated that she had taken some of her private emails and
24 downloaded those and seen if she could manipulate them.

25 MR. FELBER: I mean she was actually going into a

1 system to alter any document.

2 JUDGE CLARK: I've got some questions about this
3 and I'm sure you do as well, but as for right now we're just
4 dealing with the admission of this document.

5 Do you have any further objections to admitting this
6 document into the Hearing Record, Mr. Felber?

7 MR. FELBER: No, your Honor.

8 JUDGE CLARK: I hear no other objections.
9 Exhibit 119-C will be admitted onto the Hearing Record.

10 You may continue your Direct Examination.

11 MR. BANKS: And, your Honor, if I'm not mistaken
12 I thought that you held ruling on Complainant's Exhibit 12.

13 JUDGE CLARK: I did. And I have that set aside.
14 We're talking about the Twilio information.

15 MR. BANKS: Yes, your Honor.

16 JUDGE CLARK: Would you like me to address that
17 at this time?

18 MR. BANKS: Yes, your Honor.

19 JUDGE CLARK: Mr. Felber, you had an Exhibit 12
20 which consisted I believe of six various things that you got
21 from Twilio in regards to how one, depending on the different
22 kinds of coding that are being done, I understand, enters values
23 into the Twilio system.

24 Is that correct?

25 MR. FELBER: Yes, your Honor.

1 JUDGE CLARK: And I had held admitting that since
2 I felt it was a responsive exhibit and the information that it
3 was responding to was not in the record yet, until such time as
4 the information that it was responding to was in the record.

5 At this time do you wish to offer again Exhibit 12 for
6 admission onto the Hearing Record?

7 MR. FELBER: Sure. Yes, your Honor.

8 JUDGE CLARK: Any objections to admitting Exhibit
9 12 onto the Hearing Record?

10 MR. BANKS: Yes, your Honor. We certainly object
11 as irrelevant. Twilio was not Ameren Missouri's vendor and this
12 document provides no value.

13 JUDGE CLARK: What do you mean Twilio was not
14 Ameren Missouri's vendor?

15 MR. BANKS: Well, I'm assuming that Twilio --
16 which is an organization I never heard of before -- is the
17 parent company of Sendgrid.

18 JUDGE CLARK: Okay.

19 MR. FELBER: Yes. They are the parent company of
20 Sendgrid and they actually help with templates and everything,
21 too. That's actually who -- if you were to get a debit request
22 or if you were to want to get documents from is where you would
23 have to send in paperwork certified mail to.

24 JUDGE CLARK: Mr. Felber, this thing that Twilio
25 sent you in regard to client is this the same template that one

1 would put into Sendgrid or do you know?

2 Can you establish that?

3 MR. FELBER: From what I gather out of
4 everything, yes. It would be the same bill just -- they're the
5 parent company. Any official responsive information would come
6 directly from them. The coding paperwork that was sent in
7 that -- even though it has Sendgrid it also has Twilio, so it
8 bounced back in between both. The parent company holds all the
9 server records of each account; from what I gather from what
10 they said they hold everything. So if there was a process where
11 they were having a problem they would have had to reach out to
12 Twilio. Twilio would then go ahead and send all that
13 information back and that would be the template and everything.
14 However they're designed that's between them and Twilio.

15 JUDGE CLARK: Okay.

16 MR. BANKS: Your Honor --

17 JUDGE CLARK: Hold on just a second, Mr. Banks.

18 Mr. Felber, I'm going to go ahead and swear you in
19 because while you are not testifying right now when I ask you
20 things from time to time those are kind of a hybrid situation in
21 that some of it borders on testimony.

22 So since I swore Mrs. Krcmar I'm going to go ahead and
23 swear you in again, then I've got some clarifying questions for
24 Mrs. Krcmar.

25 (Whereupon, Brett Felber was sworn by the Court.)

1 JUDGE CLARK: Okay. Mrs. Krcmar, I'm going to
2 ask you a few clarifying questions that I was actually going to
3 do later, but I think they are somewhat germane to this Exhibit
4 12.

5 Have you discussed the system that kicks out these
6 automated Pending Payment Agreements yourself?

7 **THE WITNESS: What system are you referring to?**
8 **The actual -- the Sendgrid system?**

9 JUDGE CLARK: Yes.

10 **THE WITNESS: No, your Honor. I didn't have**
11 **access to that.**

12 JUDGE CLARK: Okay. Do the Customer Service
13 Representatives?

14 **THE WITNESS: No. They do not.**

15 JUDGE CLARK: Did Sendgrid -- do you have, like,
16 an Ameren specific build of the Sendgrid software to enter
17 information into?

18 **THE WITNESS: From my understanding yes. There**
19 **is -- there are information that we enter into -- the**
20 **information that is entered into our CSS -- Customer Service**
21 **System -- the billing system, is then uploaded via a secure**
22 **method to Sendgrid, which then -- so we enter the values into**
23 **the template and then those values are then inserted into the**
24 **alert confirmation courtesy email that is sent to the customer.**

25 JUDGE CLARK: Now, when you say that those --

1 that there are values inserted in are those values inserted into
2 an Ameren program?

3 THE WITNESS: Yes. They are. So we actually
4 have -- it's called, internally we refer to it as the DPA
5 window. It's the Deferred Payment Window. And that is the
6 system that our advisors use when they are entering a Pending
7 Payment Agreement for a customer. So they enter in, it defaults
8 to the payment due date. That is a default based on the
9 collection activity of the particular account.

10 So there was no manipulation or changing of the May
11 eighteenth date. So the date that the call was made that was
12 the only option for a due date for a Pending Payment Agreement
13 since it was going to be in threat of disconnection the next
14 day. So the only values -- it auto populates based on the
15 coding that is entered for what a Payment Agreement offer
16 would -- should be. So, therefore, there is no need for an
17 advisor to manually figure anything. The system already figures
18 it based on the balance of the account and the arrears and, you
19 know, whether we're non-cold weather rule or cold weather rule
20 since there are different rules for the payment agreements. So
21 that information is automatically defaulted into this DPA
22 window.

23 So basically the advisor is, you know -- basically
24 will, once they've had the discussion with the customer as to
25 whether or not they agree to the terms of this pending agreement

1 they just have to hit a button and the values then are
2 automatically sent to our vendor for that courtesy alert email.
3 That contact is automatically generated, which I included a snip
4 of in my Data Request for the Payment Agreement, so it takes
5 away any risk of manual calculations that are in error. So the
6 system automatically does all of that for the advisor.

7 So then at that point their only responsibility is to
8 clearly share those details with the customer to make sure that
9 they understand, you know, what they are agreeing to.

10 JUDGE CLARK: Okay. I'm going to ask a few
11 follow-up questions.

12 So in regards to a Pending Payment Agreement what
13 information does the Customer Service Representative actually
14 have to input into -- and I'm assuming that they're not doing
15 any coding.

16 THE WITNESS: Right.

17 JUDGE CLARK: What do they have to put into to
18 populate a field? What information would they actually have to
19 enter and what information is automatically entered?

20 THE WITNESS: Well, for the most part ideally
21 there is not any information that the advisor has to enter
22 because all of the fields will populate to the options.

23 However, there are times when a customer may want to
24 make more of a down payment than what the system is requiring.
25 And they may want to -- so it will auto populate to the maximum.

1 The maximum number of installments, the minimum payment needed.
2 However, there is the -- the advisor has the opportunity to
3 adjust those fields if the customer says, perhaps in this
4 instance maybe the customer said well, I can actually afford to
5 pay three thousand dollars down and I would really prefer for my
6 installments to be six months instead of twelve. So there is
7 the -- the advisor has the ability to change those installments
8 if needed based on the conversation. In the conversation with
9 the customer the customer, you know, wants to do something
10 different than what they are eligible for.

11 But, in this case there would not have been any need
12 for any changing of the values because, you know, what the
13 advisor quoted Mr. Felber, which was the twenty-five 0 nine and
14 some change needed today with twelve installments of two-ten,
15 that is what was already populated in that window.

16 JUDGE CLARK: Well, let me ask a couple of
17 questions because we went over -- we went over on Friday with
18 Exhibit 102-C. I think it was 102. I had some questions --
19 actually I believe it was a different exhibit. It was in regard
20 to the Payment Agreements.

21 There was a Payment Agreement on the end that had
22 indicated that there was no down payment required, like a zero
23 down payment.

24 THE WITNESS: Right.

25 JUDGE CLARK: So that would be a case where --

1 would that be an example of a case where a field might
2 automatically populate but that a Customer Service
3 Representative could change it?

4 **THE WITNESS: Correct. Yes, Judge.**

5 JUDGE CLARK: Would a Customer Service
6 Representative change that date if they so chose?

7 **THE WITNESS: The date cannot be changed. The**
8 **date is a field that is not able to be changed.**

9 So, for example, if -- I'm just speaking
10 hypothetically. An advisor has an option when they're
11 discussing the payment options available to a customer. If, for
12 example, the disconnect date, the minimum payment date is
13 October fifteenth and the customer says well, I really want to
14 pay that today. The conversation would be such that the advisor
15 says well, you're absolutely fine to pay it today, just be aware
16 that, you know, your alert confirmation email is going to say
17 the fifteenth because I'm not changing that date.

18 So they're not able to change the date, but they can
19 change the number of installments or the down payment amount.

20 JUDGE CLARK: Okay. I believe that gives me all
21 the information I needed.

22 Mr. Banks, I'm going to overrule your objection.
23 While the relevance is somewhat loose and you have established
24 they are, in fact, the parent company of your vendor even if
25 they are not your vendor I'm going to admit Mr. Felber's Exhibit

1 12 on the -- onto the Hearing Record and give it its appropriate
2 weight which I'm not sure at this point what that is. But, that
3 may be clarified in Cross Examination.

4 So Exhibit 12 is admitted onto the Hearing Record.
5 All right.

6 You may continue your Direct Examination, Mr. Banks.

7 MR. BANKS: Thank you, your Honor.

8
9 EXAMINATION (continued)

10 QUESTIONS BY MR. BANKS:

11 Q. Mrs. Krcmar, when did Ameren Missouri issue its notice
12 of potential disconnection to Complainant for non-payment as
13 related to the May nineteenth disconnection?

14 **A. Disconnection notice was issued on May fourth.**

15 Q. Let's take a look at Exhibit 125-C.

16 How can you tell the date that the notice was issued?

17 **A. The date is located in the upper right-hand corner of**
18 **the document. Under the Final Notice Subject To Disconnect**
19 **after May sixteenth you'll see in smaller font May 4th, 2023.**

20 Q. What does it mean to have Cash Only under the amount
21 due in the box in the upper right corner?

22 **A. An account is designated as a cash only account if**
23 **there have been two returned checks or returned payments on the**
24 **account within a twelve month period.**

25 **And for Mr. Felber's particular account the account**

1 was designated as cash only in spring of 2021 after there had
2 been two returned payments on the account.

3 The cash only designation does remain active on an
4 account until there has been twelve months without a return
5 payment, and at the time that this account was closed out the
6 cash only designation was still in effect.

7 Q. And although it's called cash only do you accept
8 certified checks, money orders, or any other form of payment?

9 A. Yes. Cash only accounts the only -- the payment type
10 that is not accepted would be a personal check. We could still
11 accept a cash payment, cashier's check, money order, credit card
12 payment.

13 The paying out options are also always listed down on
14 the disconnection notice, and so those options are included as
15 well on the disconnection notice.

16 Q. Back to the notice. When would the account be subject
17 to disconnection?

18 A. After May 16th, 2023.

19 MR. BANKS: Your Honor, I move that Ameren
20 Missouri's Exhibit 125-C be accepted into the record as
21 evidence.

22 JUDGE CLARK: Any objection to admitting Exhibit
23 125-C, the Final Notice, onto the Hearing Record?

24 MR. FELBER: No objection, your Honor.

25 JUDGE CLARK: I hear no objections.

1 Exhibit 125-C is admitted onto the Hearing Record.

2 Q. (By Mr. Banks) Did Ameren Missouri follow the
3 Commission's regulations regarding providing notice of a pending
4 disconnection to Complainant prior to May 19, 2023?

5 A. Yes.

6 Q. Do you recall responding to Staff's Data Request 15 in
7 this case on Exhibit 113-C?

8 A. Yes.

9 Q. How did you obtain the information you included in
10 your response in Exhibit 113-C?

11 A. That information was obtained through our Customer
12 Service System, CSS. Additional information was also obtained
13 from another Customer Service System that our advisors and Call
14 Center uses which is called CRN, which stands for Customer
15 Relationship Manager.

16 Q. So the information that you included to your response,
17 Exhibit 113-C, that's information kept regularly in the course
18 of business for Ameren Missouri?

19 A. Yes.

20 Q. How was the Notice of Pending Disconnection provided
21 to Complainant prior to May 19, 2023?

22 A. In accordance with the Commission rules and our
23 tariffs we first sent the Disconnection Notice on May fourth.
24 We also sent a courtesy notice on May fifth. Since the
25 Complainant was signed up for our courtesy text alerts we also

1 made two outbound collection calls through our vendor message
2 broadcast on May sixteenth. We made our additional twenty-four
3 hour AMI disconnection call on May eighteenth.

4 And those -- so that was all of the appropriate
5 notification made prior to the disconnection.

6 MR. BANKS: Your Honor, I move Ameren Missouri's
7 Exhibit 113-C be accepted into the record as evidence.

8 JUDGE CLARK: Any objection to admitting Exhibit
9 113 Confidential into the Hearing Record?

10 MR. FELBER: No, your Honor.

11 JUDGE CLARK: Exhibit 113-C is admitted onto the
12 Hearing Record.

13 Q. (By Mr. Banks) Drawing your attention to Data Request
14 No. 10 received from Staff, which is our Exhibit 110-C. Please
15 explain from the Company's perspective why the Complainant would
16 receive a call from Ameren's Customer Service number that would
17 show up on his caller ID as coming from Boone County Government.

18 A. So we do use a vendor to make our outbound collection
19 calls. That vendor is Message Broadcast. And they only provide
20 the receiving carrier -- so the customer's carrier -- with the
21 telephone number of our Call Center which is 1-800-552-7583.
22 They do not provide any caller ID name with the phone number
23 provided. It's actually the receiving carrier's responsibility
24 to assign a caller ID name with the telephone number that we've
25 provided.

1 So therefore, the receiving carrier, whether that be
2 T-Mobile or AT&T, they're responsible for from my understanding
3 querying an online caller ID database and appropriately
4 assigning a caller ID name to the telephone number that we've
5 provided.

6 Q. So, once again, Ameren has nothing to do with that?

7 A. That is correct.

8 MR. BANKS: Your Honor, I move that Exhibit 110-C
9 be accepted into the record as evidence.

10 JUDGE CLARK: Any objection to admitting Exhibit
11 110-C, Staff's data request MPSZ-0010 onto the Hearing Record?

12 MR. FELBER: I do. She just said it's from her
13 belief. So she's not -- I would think you would want a software
14 engineer to go ahead and explain how that works over a Customer
15 Care Representative. But, she just explained it's from her
16 belief so --

17 JUDGE CLARK: She said part of it was from her
18 belief. I assume part of it she received the information from
19 their provider.

20 MR. FELBER: Okay.

21 JUDGE CLARK: Is that your only objection?

22 MR. FELBER: Yes, that's my only objection.
23 Otherwise they can admit it.

24 JUDGE CLARK: Mrs. Krcmar, how did you -- you
25 contacted, when you say you contacted your, I don't know what

1 you would call this, what did you say the company was that
2 provides this?

3 **THE WITNESS:** Message Broadcast is the vendor who
4 handles our outbound collection calls. And I did receive this
5 information. We have our digital team that works closely with
6 Message Broadcast. We received this information directly from
7 Message Broadcast. That is how they explained that they handle
8 this caller ID name concern.

9 JUDGE CLARK: Well, I will agree with Mr.
10 Felber's objection at least to the extent that this is -- I
11 think what he is trying to get to in the long way around is a
12 hearsay objection.

13 MR. FELBER: Yes, your Honor, yes.

14 JUDGE CLARK: However, the Commission is not
15 bound by the technical rules of evidence and we can admit
16 hearsay onto the record when necessary, much like several of Mr.
17 Felber's exhibits.

18 I'm going to admit this onto the Hearing Record over
19 Mr. Felber's objection. But, I am going to say that I am going
20 to give it its due weight based on the fact that it does appear
21 to be hearsay.

22 So that will be admitted and given its due weight.
23 And that is Exhibit 110-C. Exhibit 110-C is admitted onto the
24 Hearing Record.

25 All right. Go ahead, Mr. Banks.

1 Q. (By Mr. Banks) The Staff Data Request 13 corrected
2 COR Exhibit 111-C whose name was the customer of record for the
3 account at issue in this case?

4 **A. The name on the account was Brett M. Felber.**

5 Q. If only Complainant's name was listed as the customer
6 of record was Ameren authorized to discuss the details of this
7 account with anyone else?

8 **A. No. We were not.**

9 MR. BANKS: Your Honor, I move that Ameren
10 Missouri's Exhibit 111-C be accepted into the record as
11 evidence.

12 JUDGE CLARK: Okay. Mr. Felber, have you had an
13 opportunity to look at Exhibit 111-C?

14 MR. FELBER: 111-C?

15 JUDGE CLARK: Yes. C-0013 COR. It just
16 indicates it appears --

17 MR. FELBER: The name of the account holder.
18 Yeah. I have no objection to it.

19 JUDGE CLARK: You have no objection, okay.
20 Exhibit 111-Confidential is admitted onto the Hearing Record.
21 Go ahead.

22 Q. (By Mr. Banks) Please refer to your response to
23 Staff's Data Request 14 on Exhibit 112-C.

24 Where did you obtain the information presented in your
25 response to this exhibit?

1 **A. I obtained this information from our billing system**
2 **CSS, Customer Service System.**

3 Q. So no amounts owed by Mr. Felber on the account at
4 issue in this matter are related to any outstanding balances
5 discharged in Mr. Felber's bankruptcy?

6 **A. No.**

7 MR. BANKS: Your Honor, I move that Ameren
8 Missouri Exhibit 112-C be accepted into the record as evidence.

9 JUDGE CLARK: Mr. Felber, any objection to
10 admitting Exhibit 112-C, which is Data Request MPSC-0014 which
11 displays the transfer history for any outstanding balances and
12 that appears to be that no outstanding balances were transferred
13 to the Florissant address?

14 Do you have any objection to that? Go ahead.

15 MR. FELBER: Okay. This isn't 0009, right? This
16 is the one --

17 JUDGE CLARK: 202014, MPSC-0014 and it is
18 Ameren's Confidential Hearing Exhibit 112-C. So 112-C.

19 MR. FELBER: I don't have any objections to that.

20 However, 0009 would have a conflicting statement that
21 we would have to go in-camera mode for.

22 JUDGE CLARK: Okay. If he brings up 109-C we
23 will go in-camera for that. Okay.

24 MR. FELBER: Okay. Thank you.

25 JUDGE CLARK: So Exhibit 112-C is admitted onto

1 the Hearing Record.

2 Mr. Banks, you may continue your Direct Examination.

3 Q. (By Mr. Banks) If the takes the Staff Data Request 12
4 on Exhibit 114-C what procedure does Ameren Missouri follow when
5 a customer disputes a bill?

6 A. When a customer disputes a bill prior to disconnection
7 we would either suspend the charges to ensure that a
8 disconnection of service didn't occur for that disputed amount
9 or remove the account from collections and or void any pending
10 disconnection order that has already been issued.

11 Q. And is that procedure different if the Complainant
12 disputed part of the bill?

13 A. No.

14 Q. Was that procedure followed in Mr. Felber's case?

15 A. Yes.

16 Q. Please explain the timeline from 2018 to the present
17 for Complainant disputing his bills for electric service at the
18 property.

19 A. So as per the Data Request response to Data Request
20 0022 there have been multiple times that Mr. Felber has disputed
21 his bill for his Florissant address.

22 The first time was November of 2018. The amount was
23 suspended during the pendency of a PSC Formal Complaint that I
24 was working on at that time.

25 The next time on October 8th of 2020 the total balance

1 was suspended to allow time for dispute. There was a PSC
2 Informal Complaint pending at that time.

3 On April of 2022 Mr. Felber reached out directly to
4 our legal and regulatory personnel and included an Intent To Sue
5 letter claiming that we hadn't appropriately applied a payment
6 to his account. So we suspended the charges for that dispute at
7 that time in order to investigate and see if we could locate a
8 payment, which we were unsuccessful in doing.

9 So there was also mention during conversations, email
10 conversations in April, that Mr. Felber was planning to file a
11 PSC complaint. So, again, we suspended the balance to ensure
12 that there was no -- there was not a disconnection of service
13 during the pendency of Mr. Felber filing an Informal Complaint.

14 In July of 2022 Mr. Felber again reached out directly
15 to our legal and regulatory personnel and advised that he had
16 filed a complaint with the Missouri Attorney General's office.
17 So at that point we suspended his charges to ensure that we did
18 not inappropriately disconnect service while he was disputing
19 the balance and filing a complaint with the AG -- with the
20 Attorney General's office. I will note that we did not receive
21 an AG complaint at that point.

22 And then in September of 2022 Mr. Felber emailed
23 directly our legal and regulatory personnel, included an Intent
24 To Sue letter. And at that point we also suspended the charges
25 to allow time for Mr. Felber to investigate and potentially

1 **dispute.**

2 **So we -- so those are some of the instances that Mr.**
3 **Felber has disputed his bill.**

4 Q. So the customer has to identify the dispute before
5 they get disconnected?

6 **A. Yes. A dispute must be received prior to**
7 **disconnection in order to be considered to avoid interruption,**
8 **yes.**

9 MR. BANKS: Your Honor, I would move that
10 Ameren's Exhibit 114-C be accepted into the record as evidence.

11 JUDGE CLARK: Any objections to admitting Ameren
12 Exhibit 114-C, MPSC Data Request 0022 onto the Hearing Record?

13 MR. FELBER: I object because they did not list
14 as early as this year on April 25th, 2023 there was a dispute
15 that was filed, and Customer Service sent it to Regulatory in
16 which Regulatory never responded back. But, I guess I could do
17 that -- if it gets admitted I could ask it during Cross.

18 It's fine.

19 JUDGE CLARK: Is there a reason that wasn't
20 included, Mrs. Krcmar?

21 **THE WITNESS: Yes. In April it was a little bit**
22 **different. Most of the disputes were received in time for us to**
23 **suspend the charges. And when the charges are suspended they're**
24 **basically put in a hold pattern and they are not then considered**
25 **for any collection activity.**

1 When he called and spoke with our Call Center later in
2 April of this year there was already a disconnection order
3 issued. So for timeliness to ensure that that service wasn't
4 interrupted we did not suspend the charges. She just voided the
5 disconnect to make sure that he wasn't disconnected. He was out
6 for disconnect that day. The order had already been issued, so
7 to ensure that we did not disconnect his service since Mr.
8 Felber had claimed that he was disputing his balance immediately
9 the disconnection order was canceled. Later then reached out to
10 our Regulatory Team.

11 And before we were able to review Mr. Felber's dispute
12 and potentially suspend any charges Mr. Felber actually set up
13 himself -- or someone who logged into his account. I should say
14 someone logged into Mr. Felber's user ID profile and set up
15 their own Payment Agreement. So a Payment Agreement was set up
16 by the Complainant or someone who used the Complainant's user ID
17 information. And once that Payment Agreement was set up there
18 was no need to suspend any charges because the Complainant then
19 is accepting responsibility for that balance due if they're
20 agreeing to set up a deferred Payment Agreement.

21 JUDGE CLARK: Just as a point of clarification,
22 because this is news to me. I didn't know this. So you can --
23 it appears that there are two ways you can set up a Payment
24 Agreement and that would be by calling. You can also set it up
25 by logging into the system under your -- now, if you're logging

1 into the system are you, I assume that once again, let's get
2 back to the question.

3 Does it -- does a Customer Service Representative look
4 at it or does it auto populate from where they've logged in into
5 a Pending Payment Agreement?

6 **THE WITNESS:** Well, if you don't mind, Judge, I
7 will explain that there are several different ways that a
8 Payment Agreement can be set up. It can be set up through a
9 phone call with an advisor. It can be set up -- if a customer
10 logs into their account online they can set it up online. They
11 can also set up a deferred Payment Agreement directly through
12 our IVR, our Interactive Voice Response Unit.

13 And I would have to refer back to the contacts, but,
14 from my recollection this Payment Agreement in April of this
15 year was actually set up through the Voice Response Unit. So
16 the customer set it up through the IVR.

17 **JUDGE CLARK:** Is there anyone who reviews it?

18 **THE WITNESS:** There is no -- there is no review
19 of a Payment Agreement if it is established by the customer.
20 It's one of the self-serve options that we offer our customers.
21 A lot of customers like to self-serve. So they do have the same
22 parameters around what the Payment Agreement terms would be.
23 That's going to be consistent in all channels regardless of how
24 that's set up.

25 So if you set up a Payment Agreement with the advisor

1 on the telephone that is going to be -- those options that are
2 available in that deferred Payment Agreement window that I
3 talked about a little bit ago, those values are going to be
4 consistent across all of the channels. So that option is going
5 to be available for the customer to self-serve through the IVR,
6 through the Interactive Voice Response Unit. It's also going to
7 be available to the customer if they log into their account
8 online, those same options are going to be available.

9 JUDGE CLARK: Does it automatically kick out a
10 follow-up email with the Pending Payment Agreement and the same
11 thing that -- the mailing out of the Pending Payment Agreement?

12 THE WITNESS: Potentially yes. If they set it
13 through the IVR I do not believe an alert confirmation email
14 will go out. However, if it is set up through the website then
15 yes, the customer will have an option to -- would you like to
16 receive a courtesy alert confirmation of this? They can check
17 that box to receive an email.

18 Now, that email, that Pending Payment Agreement email
19 confirmation, is an option. Now, if a Payment Agreement is --
20 if a down payment is received and the Payment Agreement is
21 actually activated there is always going to be a hard copy
22 confirmation letter that is mailed. That is one of the
23 requirements.

24 And I did -- if you don't mind I did actually flip to
25 the contacts page so I could see what exactly had transpired.

1 And there was a Payment Agreement -- a Pending Payment Agreement
2 set up through the automated system on April twenty-fifth.

3 JUDGE CLARK: Is that Payment Agreement included
4 in the exhibit indicating Mr. Felber's past payment agreements?

5 THE WITNESS: It is not because that -- response
6 to that Data Request I mentioned that I only included payment
7 agreements that actually activated. This was a Pending Payment
8 Agreement where the terms were set out that a down payment of
9 two thousand three hundred and ninety-seven dollars was going to
10 be paid by April twenty-seven.

11 When that payment -- down payment was not made that
12 Payment Agreement didn't activate so, therefore, it was not an
13 actual Payment Agreement that was established since the down
14 payment due date was not made. So it defaulted.

15 And then actually the day it defaulted on the
16 twenty-eighth the customer -- and we do have to recognize that
17 it's the customer because we do have some disclaimer verbiage in
18 our Voice Response Unit through the IVR that by setting up a
19 Pending Payment Agreement you acknowledge that you are the
20 customer of record doing this.

21 So I will say that the customer then on April
22 twenty-eighth set up a connected Pending Payment Agreement with
23 a down payment required of twenty-three ninety-seven that day,
24 the twenty-eighth, and that Payment Agreement -- that Pending
25 Payment Agreement also defaulted on April twenty-ninth when that

1 down payment was not received.

2 So going back to the initial question when Mr. Felber
3 called in and spoke to our advisors on the twenty-fifth there
4 was already a payment -- an order out for disconnection for
5 non-payment. So there was already what we call a cut out
6 non-pay order pending.

7 When Mr. Felber advised later that he was disputing
8 his balance our leader took immediate action and canceled, she
9 voided that order. She did share that information with our
10 Regulatory Team. And by the time we got in there to look at
11 this to see what -- if we needed to suspend any charges the
12 customer had already set up a Pending Payment Agreement, which
13 in our mind he is acknowledging that he is no longer disputing
14 those charges because he has set up a Pending Payment Agreement.
15 So there was no need to suspend any charges at that time.

16 JUDGE CLARK: And what day was that Payment
17 Agreement made? You said the twenty-eighth of April.

18 Is that correct?

19 THE WITNESS: Well, the first one was set up the
20 twenty-fifth of April. There was a Pending Payment Agreement
21 set up through our Voice Response Unit, through the IVR system,
22 with a down payment needed of April -- down payment due date
23 needed of April twenty-seventh. That was not made. The down
24 payment was not made by the customer. So that Pending Payment
25 Agreement defaulted on April twenty-eighth.

1 The customer later went in on April twenty-eighth and
2 set up another Pending Payment Agreement with a down payment
3 date needed of April twenty-eighth. That Pending Payment
4 Agreement then defaulted on April twenty-ninth due to a missed
5 payment.

6 So in our mind -- like I mentioned, when a customer
7 voluntarily sets up a Pending Payment Agreement they are
8 accepting responsibility for those charges. So there was no
9 need for us to suspend any charges due to an alleged dispute at
10 that point.

11 JUDGE CLARK: Now, when you say in our minds I
12 assume you mean your understanding of how Ameren Missouri views
13 this. Is that a written policy anywhere or is that just
14 informally or is that just your personal thoughts in regard to
15 this?

16 THE WITNESS: I wouldn't say it's my personal
17 thoughts. I would say that in the Commission rules we're the
18 tariff, we offer a Payment Agreement to a customer based on
19 their inability to pay their full balance which they acknowledge
20 in full. So if a customer is setting up a Payment Agreement
21 because they aren't -- have an inability to pay that full
22 balance they are not disputing that they owe that balance. They
23 are acknowledging that they need assistance and need -- need it
24 to be broken up into payments so it's more affordable.

25 JUDGE CLARK: Okay. Based upon the answers

1 you've given me I'm going to overrule your objection, Mr.
2 Felber, to Exhibit 114-C.

3 I'm going to admit it onto the Hearing Record as
4 evidence of Mr. Felber's past disputes of billing amounts.

5 So Exhibit 114-C is admitted onto the record.

6 Mr. Banks, you can continue your Direct Examination.

7 Q. (By Mr. Banks) Take your attention to Staff's Data
8 Request 23, our Exhibit 115-C. Did Ameren Missouri deduct or
9 attempt to deduct funds from Complainant's bank account at any
10 time in 2023?

11 A. Yes.

12 Q. What was the justification for doing so?

13 A. There was an attempt to deduct funds on May
14 twenty-fifth. There were two separate log-ins to Mr. Felber's
15 user ID, his online account or his -- yes, his User ID, which is
16 basically his way to view his information online. But, there
17 were two separate attempts on May twenty-fifth to make two
18 separate twenty-five hundred dollar payments to Ameren. And
19 both of those payments were unsuccessful. But, there was an
20 attempt, therefore, for us to deduct the payments since somebody
21 logged into the user ID of Mr. Felber and attempted to make two
22 twenty-five hundred dollar payments.

23 Q. And does the term stacking apply here?

24 A. I'm not certain what that -- how that would refer to
25 this. Maybe.

1 MR. BANKS: Your Honor, I move that Exhibit 115-C
2 be accepted into the record as evidence.

3 JUDGE CLARK: Any objection to admitting Exhibit
4 115-C?

5 MR. FELBER: Your Honor, are these exhibits
6 snapshots of my account? Correct?

7 JUDGE CLARK: If it says 115-C at the bottom I
8 believe so. It is MPS Data Request 0023.

9 MR. FELBER: Yeah.

10 JUDGE CLARK: I think what Ameren is offering to
11 show is that it appears that somebody through your account
12 portal attempted to make payments on two occasions. And I think
13 Ameren is offering it for the purpose of showing that they did
14 not initiate that. But --

15 MR. FELBER: No. They did not. I guess was that
16 with -- if that pertains to auto pay they never sent me out a
17 letter of confirmation like they're supposed to that states that
18 you've put yourself on auto pay. They did send me a
19 cancellation of auto pay, but they never sent me out a letter
20 confirming auto pay like they're supposed to.

21 JUDGE CLARK: Okay. You can ask questions about
22 that. I'm going to -- is that an objection?

23 MR. FELBER: No. No. I don't have an objection
24 to it, no.

25 JUDGE CLARK: Okay. Exhibit 115-C is admitted

1 onto the Hearing Record.

2 Go ahead, Mr. Banks.

3 Q. (By Mr. Banks) If I take Staff's Data Request No. 24,
4 our Exhibit 116-C, Did Ameren Missouri prevent Complainant from
5 cancelling his account?

6 A. No.

7 Q. Please walk us through what happened.

8 A. So on a high level when there are multiple service
9 orders pending for a premises for the same address we refer to
10 those internally as stacked orders. So the system doesn't know
11 which order to take or which order has priority if there are
12 multiple similar orders pending for the same date.

13 So with Mr. Felber's account -- and I'll back up just
14 a titch. So once there's some differences, some terminology
15 that I might want to clarify.

16 When an account is disconnected for non-payment that
17 account stays active. That account stays active in order to
18 allow the customer time to make a payment, have the services
19 re-connected without there being any change to the account
20 number of the account. So in order to disconnect the service --
21 which would -- with our terminology really just means that your
22 final billing out the account, you're closing out the account.

23 But, an order to disconnect the services was first
24 received online by someone who had logged onto the online
25 account on June fourth and that one was immediately canceled by

1 the order.

2 There were several other account service orders that
3 came in on that address for different connects of service,
4 different disconnects of service, and there were a total of
5 fourteen service orders that came in for this address at the
6 same time within days -- within days of each other that stacked
7 up on top of each other. And that's what we kind of refer to as
8 the stacked orders.

9 So our system was bogged down and did not know which
10 order to process. So we actually have a specialized group that
11 if there are multiple service orders pending for the same
12 account that are stacked they go to a specialized group so they
13 can start weeding through manually these orders because the
14 system isn't able to process them through. So it took several
15 days, took quite some time for the system and the group that was
16 manually looking at these orders to realize which orders needed
17 to be canceled out, which were some of these connect orders that
18 were pending for various names, like the LLC, and which account
19 order -- which service order should actually be the one that
20 needs to complete.

21 So the main line disconnect order which effectively
22 closed out the account and generated a final bill was finally
23 able to be processed through the system on June twenty-first.
24 So we did not prevent the account from closing out. However,
25 due to the multiple service orders that had been entered and the

1 system having to weed through those and a manual intervention
2 needed it did take some time before that final bill was
3 generated.

4 Q. Once again, was a final bill issued?

5 A. Yes.

6 Q. And when was it issued?

7 A. On June twenty-first with an effective date of May
8 nineteenth. So the account was, in fact, closed out the date
9 that was requested.

10 Q. Please refer to Ameren Missouri Exhibit 105-C.
11 Is that the final bill issued on Complainant's
12 account?

13 A. Yes.

14 MR. BANKS: Your Honor, I move that Ameren
15 Missouri Exhibit 116-C and Exhibit 105-C be accepted into the
16 record as evidence.

17 JUDGE CLARK: Let's take those one at a time.

18 Any objection to admitting Exhibit 116-C, which is
19 MPSC Data Request 0024?

20 MR. FELBER: No, your Honor.

21 JUDGE CLARK: Okay. Exhibit 116-C is admitted
22 onto the Hearing Record.

23 And Exhibit 105, that is the final bill. Correct?

24 MR. BANKS: Yes, your Honor.

25 JUDGE CLARK: Any objection to admitting 105-C

1 onto the Hearing Record?

2 MR. FELBER: No, your Honor.

3 JUDGE CLARK: Thank you. Exhibit 116 and Exhibit
4 105 are admitted onto the Hearing Record.

5 Go ahead, Mr. Banks.

6 Q. (By Mr. Banks) If we take Staff Data Request 25, our
7 Exhibit 117-C, did Ameren Missouri employees enter the property
8 without the permission of the resident or homeowner on June 15,
9 2023?

10 A. No.

11 Q. Please explain what happened.

12 A. So there was a service order issued for June fifteenth
13 for a service disconnection at the transformer. And one of our
14 field workers who was accompanied by his supervisor for
15 assistance and support did go to the location on June fifteenth,
16 but there was no need to enter the property because they were
17 disconnecting the service at the transformer, and the pad mount
18 transformer was actually two homes down from Mr. Felber's. So
19 there was a house in between them. There was no need for any
20 access of the property in order to perform -- to complete the
21 service order which was to disconnect service at the
22 transformer.

23 Q. Why was service disconnected at the transformer?

24 A. So once we were aware that there had been unauthorized
25 requests to start service that had been completed through our

1 website there was a need to ensure that there was no remote
2 connection of the AMI meter, and in order to prevent any remote
3 connection or disconnection of an AMI meter service must be
4 disconnected a little bit further back at the transformer. And
5 so that's why the service was disconnected at the transformer.

6 MR. BANKS: Your Honor, I move that Exhibit 117-C
7 be accepted into the record as evidence.

8 JUDGE CLARK: I'm going to ask a clarifying
9 question.

10 THE WITNESS: Yes.

11 JUDGE CLARK: If it's an AMI meter why is
12 there -- if Ameren is controlling the meter why is there a
13 danger of anybody connecting?

14 THE WITNESS: Well, it had come to my attention
15 that the service -- the AMI service had been turned back on
16 because there had been an online request for a connection in a
17 Dividend Park Investor's LLC. This request was done online and
18 any order for connection was accepted online without any
19 intervention from any employees and the AMI service was actually
20 turned back on at this address. Once that came to my attention
21 as per our tariff there is -- we are able to disconnect service
22 without prior notification for the reason of obstruction, and
23 obstruction is further defined in our tariff as including
24 unauthorized use of service. And this was a clear case of
25 unauthorized use of service or obstruction because the service

1 at this address should not have been turned on in an LLC name.

2 It was not -- would not have been appropriate because
3 of so many -- we would at the minimum have to have done an
4 investigation to determine that there was no benefit of service
5 that had occurred, that the LLC was, in fact, the owner of the
6 property which I know from my research that this LLC was not the
7 owner of the property. So we were able -- so we had the AMI
8 meter remotely turned back off immediately.

9 And at that point in order to prevent any future
10 online unauthorized connect requests from being accepted on the
11 website without any investigation it was determined that the
12 service would be disconnected at the transformer.

13 JUDGE CLARK: Okay. When you say an AMI meter is
14 activated is that the same as turning the service on? I mean
15 was electrical service turned on at that point?

16 **THE WITNESS: Yes. Yes.**

17 JUDGE CLARK: Okay. All right. Any objections
18 to admitting Exhibit 117-C Ameren's response to Staff's MPSC
19 Data Request 0025 onto the Hearing Record?

20 MR. FELBER: I do. The date is inaccurate. And
21 services were already off and it was actually -- the date that
22 she's saying it wasn't in the Dividend Park. It wasn't in any
23 of my property investments. It was actually my wife Lysa
24 Lambert and services were already off. They said they turned it
25 on, but that would have already happened at the pad mount where

1 they disconnected. So there was no -- while they can say they
2 turned on the meter no meter was ever turned on.

3 JUDGE CLARK: Okay. When you say it's the wrong
4 date what do you mean? Which date is wrong?

5 MR. FELBER: Services never came on at that --

6 JUDGE CLARK: I understand that.

7 MR. FELBER: It would have been the date of -- it
8 would have been the date of, it would have been the date that
9 they actually came out -- the fifteenth -- to do the
10 disconnection at the pad mount. Because there's a couple of
11 discrepancies. Even in here where they spelled my wife's name
12 wrong they spelled it as Lysa and they said it didn't register
13 back to the same right Social Security number. And then that's
14 where she's saying that services were turned on. Services were
15 never turned on simply because of the fact of at the pad mount
16 it was already disconnected. And my wife actually called them
17 to ask them when they were going to come out to do a connection
18 and they said your remote service will be connected shortly, or
19 if there was anything else, and that's when it went into further
20 pending investigation and it was kicked out because we also had
21 to file a Complaint with my wife because they failed to send out
22 a denial letter until after a Formal Complaint.

23 I mean it can be admitted if you want it to, I'll just
24 use it as a Cross.

25 JUDGE CLARK: Well, it's -- thank you. But, I do

1 need to address your objection.

2 I'm going to overrule your objection. I am going to
3 admit it for the purpose of showing that on the fifteenth
4 service was disconnected at the pad.

5 MR. FELBER: All right. Thank you, your Honor.

6 JUDGE CLARK: I'm also going to allow her
7 surrounding testimony in relation to that.

8 But, you are certainly welcome to question about it on
9 Cross.

10 MR. FELBER: All right. Thank you, your Honor.

11 JUDGE CLARK: You may continue, Mr. Banks.

12 Q. (By Mr. Banks) If I could go to Staff's Data Request
13 26, our Exhibit 118-C. Did the Claimant apply for a medical
14 hardship before his electrical service was disconnected?

15 A. No.

16 Q. What is the process for applying for a medical
17 hardship extension?

18 A. So a medical hardship must be --

19 MR. KEEVIL: Your Honor, I --

20 JUDGE CLARK: Hold on. I believe Staff is --

21 MR. KEEVIL: Yes. I'm getting quite a bit of
22 feedback from Mr. Banks when he's speaking. I don't know if
23 there is something that he can do or whether it's on my end or
24 his end. But, I just wanted to mention -- if there is something
25 that you can do, Mr. Banks, I would appreciate it. Thanks.

1 JUDGE CLARK: Mr. Banks, you are in the room with
2 Mrs. Grubbs. Correct?

3 MR. BANKS: Yes, your Honor.

4 JUDGE CLARK: Is there any danger that whatever
5 she's using is picking up or is she currently muted?

6 MR. BANKS: I think she's muted, your Honor. I
7 can move closer to the mic. And I apologize for this.

8 MR. KEEVIL: Okay. Thank you.

9 JUDGE CLARK: Okay. I'm receiving a thing from
10 our Hearing technical personnel that indicated that your speaker
11 might be up a touch too high.

12 MR. BANKS: Okay. Thank you.

13 JUDGE CLARK: So that might correct it. But, I
14 also want you to be able to hear us clearly, so don't turn it
15 down so that you can't.

16 MR. BANKS: All right. Thank you, your Honor.

17 JUDGE CLARK: I don't hear any feedback.

18 Mr. Keevil, are you still getting any feedback?

19 MR. KEEVIL: It's better since he moved forward.
20 It got better when he moved closer. Thank you.

21 JUDGE CLARK: Okay. If you're having difficulty
22 hearing in the future will you let me know? All right.

23 MR. KEEVIL: Yes.

24 JUDGE CLARK: Go ahead, Mr. Banks. I apologize.
25 I believe we were talking about Exhibit 118-C.

1 MR. BANKS: Yes. And I will repeat the question.

2 Q. (By Mr. Banks) If I can take the Staff's Data Request
3 26, Exhibit 118-C, the Complainant applied for a medical
4 hardship before his electrical service was disconnected.

5 A. No.

6 Q. What is the process for applying for a medical
7 hardship extension?

8 A. So a request for a medical hardship extension must be
9 received directly from the customer's doctor, physician, on
10 their letterhead, and it must be faxed directly to Ameren
11 Missouri, and it must be received within twenty-four hours of
12 disconnection in order to be considered.

13 Q. Please explain the timeline of what happened with Mr.
14 Felber's account.

15 A. In regards to the medical hardship extension?

16 Q. Yes, please.

17 A. So we did not receive any medical hardship extension
18 requests until I believe Mr. Felber filed it in EFIS in June.
19 He filed a letter from a doctor in the Complaint matter.

20 But, again, since it had been received well after
21 twenty-four hours after the service was disconnected on May
22 nineteenth we were not able to consider that.

23 MR. BANKS: Your Honor, I move that Exhibit 118-C
24 be accepted into the record as evidence.

25 JUDGE CLARK: Any objections to admitting Exhibit

1 118-C, Staff's Data Request MPSC 0026, onto the Hearing Record?

2 MR. FELBER: No, your Honor.

3 JUDGE CLARK: Exhibit 118-C is admitted onto the
4 Hearing Record.

5 Go ahead.

6 Q. (By Mr. Banks) Are you familiar with the Staff's
7 report, which has been designated as Exhibit 200, as relates to
8 this Complaint?

9 **A. Yes.**

10 Q. Do you agree with Staff that there is no credible
11 reason to believe that Ameren Missouri violated a statute,
12 regulation, or tariff as relates to this Complaint?

13 **A. Yes. I do.**

14 Q. Does the Company agree to exploring retention of
15 payment -- Pending Payment Agreement confirmation emails for
16 more than thirty days as mentioned by Staff in Exhibit 200?

17 **A. Yes. We do. And we actually will have that in place
18 by the end of the year.**

19 Q. Can you describe when Pending Payment Agreement
20 confirmation emails are sent?

21 **A. A Pending Payment Agreement courtesy email is sent as
22 soon as the advisor has -- or as soon as the Pending Payment
23 Agreement has been set up. So whether or not it's the customer
24 who has requested an email confirmation or an advisor it is sent
25 directly at the same time.**

1 Q. Please refer to Ameren Missouri Hearing Exhibit 122-C,
2 which is a pleading titled Union Electric Company Doing Business
3 As Ameren Missouri's Request For Leave To File Response To Staff
4 Report And Response To Staff Report.

5 A. Okay.

6 Q. In Exhibit 122-C the Company agrees to retain pending
7 payment confirmation emails as a shift to a new metric?

8 A. Yes.

9 Q. To clarify are you aware of any Commission rule or
10 order that requires the Company to retain the Pending Payment
11 Agreement confirmation emails?

12 A. I am not.

13 Q. Does the Company agree to examine its Payment
14 Agreement language as described by Staff's report?

15 A. Yes. We do.

16 Q. Has the Company examined its Pending Payment Agreement
17 confirmation email verbiage?

18 A. Yes.

19 Q. What did the Company conclude?

20 A. So we appreciated Staff's recommendation. It did give
21 us an opportunity to look at this in more detail, and agree that
22 there was a potential for customer confusion with our Pending
23 Payment Agreement alert courtesy emails. Specifically there was
24 a statement that said a Payment Agreement has been established
25 when in actuality it was a Pending Payment Agreement.

1 So we have revised our alert confirmation email
2 language to specifically say your Payment Agreement is pending
3 an initial payment. And it's very -- we've made some changes to
4 better enhance the customer experience. And we hope to have
5 those in place if not by the end of this month, then by the
6 beginning of November.

7 MR. BANKS: Your Honor, once again we move that
8 Exhibit 122-C be accepted into the record as evidence.

9 JUDGE CLARK: Any objection to admitting Exhibit
10 122-C Union Electric Company Doing Business As Ameren Missouri's
11 Request For Leave To File Response To Staff Report And Response
12 To Staff Report onto the Hearing Record?

13 MR. FELBER: Go ahead and admit it. I'll ask it
14 in Cross.

15 Go ahead, your Honor. I have no objection.

16 JUDGE CLARK: Okay. Exhibit 122-C, the Request
17 For Leave to File Response to Staff's Response and said
18 response, are admitted onto the Hearing Record.

19 Please continue.

20 Q. (By Mr. Banks) Has the Company contacted the
21 Complainant for reestablishing electrical service to the
22 location?

23 A. No.

24 Q. What is your recommendation to the Commission
25 regarding this Complaint?

1 **A. My recommendation is that the Complaint be denied with**
2 **no violations found.**

3 MR. BANKS: Your Honor, I have no further
4 questions at this time, and I tender the witness for Cross
5 Examination.

6 JUDGE CLARK: Okay. It is now 10:20 a.m. We've
7 been going for about not quite an hour and a half. Is there
8 anybody at this time who would like to take a short break before
9 Mr. Felber's Cross Examination?

10 MR. FELBER: It's up to you, your Honor.

11 JUDGE CLARK: It is up to me, but I am querying
12 -- go ahead.

13 MR. KEEVIL: I may be wrong -- and probably am
14 about this -- but, I thought Staff was going next on Mrs. Krcmar
15 and then Mr. Felber was going last because he was the most
16 adverse to this witness's party.

17 JUDGE CLARK: We can do that. I'm happy to do
18 that. That's not what my note says.

19 Mr. Felber, did you want to go next or did you want
20 Staff to go?

21 I guess the relative advantage to having Staff go is
22 they may ask questions you had not thought of or they may ask
23 questions that may lead you to want to ask additional questions,
24 so I will leave that to you.

25 But, have I written down when I queried everybody at

1 the beginning I had suggested this order and nobody had objected
2 to it.

3 But, I am happy to flip Felber and Staff.

4 MR. KEEVIL: I don't have very many questions, I
5 can tell you that.

6 JUDGE CLARK: Mr. Keevil, I not catch that. I
7 apologize.

8 MR. KEEVIL: I just said I won't have very many
9 questions.

10 JUDGE CLARK: Mr. Felber, would you like to let
11 Staff question first?

12 MR. FELBER: Yeah, absolutely. Go ahead.

13 JUDGE CLARK: Do you have any objections to Staff
14 questioning first?

15 MR. FELBER: No. I do not have any objections to
16 Staff.

17 JUDGE CLARK: Okay. I will make a note that I am
18 flipping those. And back to my original question.

19 Is there anybody at this time who would like to take a
20 short break?

21 (Discussion was had off the record.)

22 JUDGE CLARK: It is now 10:22. Why don't we take
23 an even fifteen minutes to make it, all right, let's see, come
24 back at 10:37.

25 Is that correct?

1 MR. FELBER: Yes, your Honor.

2 JUDGE CLARK: So we will be back here at 10:37.
3 We will break for a short recess and we will go off the record.
4 (Whereupon, recess was taken from 10:22 a.m. to 10:37
5 a.m.)

6 JUDGE CLARK: It is now 10:37 a.m.
7 Do I have attorneys from Ameren?

8 MR. BANKS: Yes, your Honor.

9 JUDGE CLARK: Thank you. Let's go back on the
10 record. I see we have started the recording again.

11 Mrs. Krcmar, I'll remind you that you are still under
12 oath, and, Staff, it is your turn to start Cross Examination.

13 So Mr. Keevil, go ahead.

14 MR. KEEVIL: Thank you, Judge. Like I said I
15 don't have many questions.

16

17

18 CROSS EXAMINATION

19 QUESTIONS BY MR. KEEVIL:

20 Q. Mrs. Krcmar, let me ask you: In response or in
21 conversation with the Judge earlier during Mr. Banks' Direct
22 testimony or Cross Examination you were talking about the
23 process of when a customer is on the phone with a CSS
24 representative and what the CSS representative can change and
25 what they can't change.

1 Do you recall that, ma'am?

2 **A. Yes. I do.**

3 Q. During that conversation I believe you stated that the
4 CSS representative can change the number of installment payments
5 under the Payment Agreement and the amount of the monthly
6 installment and possibly the down payment request. But, you
7 stated, I believe, that the CSS representative was not able to
8 change the date of -- that was what you said was the CSS
9 representative is not able to change the date.

10 Do you recall that?

11 **A. Yes. I do. And that is correct. The date field is**
12 **not able to be changed. I'm sorry.**

13 Q. And what -- what date are you referring to there,
14 ma'am?

15 **A. That is the down payment due date to activate the**
16 **Payment Agreement.**

17 Q. Okay. The down payment due date.

18 But, your position as I understand it in this case is
19 that the Pending Payment Agreement that Mr. Felber has submitted
20 a copy of or a -- yeah, a copy of had the date altered.

21 Is that correct?

22 **A. That is correct.**

23 Q. So when you say the CSS rep cannot change the date but
24 that date is altered I'm a little confused there how, how that
25 could be altered but the CSS rep cannot.

1 Can you explain that to me?

2 A. Well, that is what leads me to my assertion that that
3 document was altered because that date would have been May
4 eighteenth on that Payment Agreement that was established as a
5 Pending Payment Agreement on May eighteenth. There would not
6 have been the ability for the advisor to push that date forward
7 to May twenty-second. It would not have been -- that's not a
8 field that's editable.

9 Q. Based on the template that the CSS rep works with when
10 initiating the agreement.

11 Is that correct?

12 A. That is correct. Within the deferred Payment
13 Agreement window, yes. That down payment due date cannot be
14 changed.

15 Q. But, you believe that it was changed in the version
16 that Mr. Felber has provided to the Commission?

17 A. I do believe that that document was altered, yes.

18 Q. And that was based on a discussion you had with the --
19 I believe you said the, I forget what department it was, but
20 another department there at Ameren. Correct? Some engineers?

21 A. Yes. Our software engineers indicated that they
22 believed that that document had been altered, and from my
23 personal experience I believe that as well.

24 Q. Okay. So that would have been through a different
25 access method than what your CSS representatives used when

1 setting up the agreement?

2 **A. Yes. And to clarify even if the agreement had been**
3 **set up through another means -- whether it had been through the**
4 **customer online or through our Voice Response Unit -- any means**
5 **that that Payment Agreement had been established that due date**
6 **would have said May eighteenth, any Ameren means of establishing**
7 **that agreement.**

8 Q. Right. Okay. But, you still believe it was through
9 other means able to be changed by someone but not someone not
10 at -- someone not at Ameren?

11 **A. I do believe, yes, that there is the ability -- there**
12 **was the functionality available to edit a document to make it**
13 **look authentic.**

14 Q. There you go. That's what I was -- I was trying to
15 understand how those two fit together and now I think I do.

16 You also mentioned, I believe, that Mr. Felber has had
17 prior to this May eighteenth Payment Agreement or Pending
18 Payment Agreement or whatever it was May eighteenth -- prior to
19 that agreement he's had several previous payment agreements.
20 Correct?

21 **A. There have been several -- there were several payment**
22 **agreements that were actually established, yes. And there were**
23 **many multiple payment agreements that had been set up as pending**
24 **but never activated because a down payment wasn't received.**

25 Q. Okay. Do you recall -- and if you don't that's fine.

1 But, do you recall how many actual payment agreements he's had
2 previously?

3 **A. Per my recollection and my Data Request response I'm**
4 **thinking maybe five or six. Without looking back into my actual**
5 **document that figure may be wrong, but I think approximately**
6 **five or six were actually established.**

7 Q. Now, do you, during your testimony -- I guess it was
8 Friday I believe -- Mr. Banks played a recording of a phone call
9 between Mr. Felber and one of Ameren's Customer Service
10 Representatives in which the representative says the Payment
11 Agreement or excuse me, the down payment will be due today by
12 the close of business today. And Mr. Felber Friday I believe it
13 was indicated that nowhere on that phone call did either he or
14 the Ameren representative indicate what day they were having
15 that phone call.

16 Do you recall that, ma'am?

17 **A. If you're referring to the call between Mr. Felber and**
18 **our advisor on May eighteenth then yes, I would agree that on**
19 **that phone call the specific date today is May eighteenth was**
20 **not discussed.**

21 Q. Okay. Now, you looked -- or you listened to the calls
22 previously prior to responding to Staff request and determined
23 that that call was, in fact, on May eighteenth. Correct?

24 **A. Yes.**

25 Q. And could you very briefly again explain to me how you

1 determined that?

2 A. Yes. I sure can.

3 So in the recording system that Ameren Missouri
4 uses -- which is called ICBM -- there is, every phone call that
5 is recorded and stored within that Ameren system has an
6 interaction ID associated with it. And the interaction ID is a
7 long string of numbers. The first set of numbers are -- which
8 are what are unique to each call. But, the last six digits of
9 every call that is recorded within that system of the
10 interaction ID is the date. So it's 0 -- for example, for this
11 particular call when I pulled it it ended in 051823. And
12 instead of saving all of those calls with that very long
13 interaction ID number in order to make it easier for Staff to
14 identify which call goes with which account contact I re-named
15 all of those WAV files to the date of the call. So I eliminated
16 the first string of identifying numbers and just saved it with
17 0518.

18 But, in instances where there were multiple phone
19 calls recorded for a specific date -- for example, there were
20 probably a dozen calls on 0519 -- I edited the name of the WAV
21 file to say 0519 first call, second call, and so forth because
22 otherwise it would be really nearly impossible for a Staff
23 member when they're listening to these calls to be able to match
24 them up to what call they fell into in the account context.

25 Q. Okay. I think everyone is in agreement that the

1 service was disconnected on May nineteenth.

2 Is that your understanding, ma'am?

3 **A. Yes.**

4 Q. Okay. So my question is there are different types of
5 payment agreements I believe we've already mentioned -- someone
6 mentioned cold weather payment agreements. And would you agree
7 that there are multiple types of Payment Agreements that
8 customers can receive based on the circumstances?

9 **A. Yes, sir.**

10 Q. What do you call -- is there a specific name given to
11 this type of Payment Agreement that we're dealing with here?

12 **A. Internally we would refer to this as a Non-Cold
13 Weather Rule Payment Agreement.**

14 Q. Non-Cold Weather Rule Payment Agreement, okay.

15 Now, if the -- is it possible for a customer to
16 receive one of these Payment Agreements after service is
17 disconnected?

18 **A. Yes.**

19 Q. How long after can you receive one of these Payment
20 Agreements?

21 **A. I previously mentioned that our advisors have access
22 to a Deferred Payment Agreement, a DPA window, which
23 automatically gives them all of the options available to a
24 customer. And the circumstances for a Payment Agreement would
25 not change in non-cold weather rule until the account were**

1 closed out or finaled because at that point they may be required
2 to make a different type of a down payment since the account is
3 no longer active.

4 So with Mr. Felber's account the Payment Agreement
5 would have been -- would have been an option for him up until
6 the point that the account actually closed out.

7 And I also mentioned in my testimony earlier that it
8 did take some extended time for us to actually close out his
9 account. It wasn't finaled out until June twenty-first.

10 But, typically a customer has the same options
11 available in a non-cold weather rule up until the time that the
12 account is actually finaled out and a final bill is generated.

13 Q. Okay. What's the point then of the agreement that --
14 or I guess that's not an agreement. To have one's service
15 turned back on after disconnection there is a requirement of a
16 forty -- is it forty percent?

17 What's the other agreement option that has been quoted
18 to Mr. Felber? Hasn't an option been offered to him?

19 A. So prior to the account closing out there was an
20 option to pay fifty percent of his balance and then the
21 remaining amount deferred over twelve equal installments.

22 Now that the services have been -- the account is
23 completely closed out there is a requirement that eighty percent
24 of his full account balance be paid up front and then we would
25 take the remaining twenty percent and defer that over monthly

1 **installments. So there is still an option right now for a**
2 **Payment Agreement.**

3 Q. Right. Thank you. I had half of -- I had half of
4 eighty percent. But, the eighty percent.

5 So why would he -- why would you have or a customer
6 have both options available?

7 You said until the account was closed out that
8 Non-Cold Weather Rule Payment Agreement would be available which
9 would only require fifty percent whereas under the other option
10 to have the service re-connected. I guess that's after it's
11 disconnected that that one comes into play?

12 A. Correct. And that would also apply to customers who
13 are wanting to start service somewhere and they have an
14 outstanding written off from maybe years, you know, several
15 years before. They would also have an option then to pay eighty
16 percent of their account balance up front before we would
17 re-connect service at the new address.

18 MR. KEEVIL: Thank you -- okay. Thank you, Mrs.
19 Krcmar. I think that's all the questions I have for you. Thank
20 you.

21 **THE WITNESS: Thank you.**

22 JUDGE CLARK: Thank you.

23 Mr. Felber, do you mind if I ask a clarifying question
24 based upon what Mr. Keevil asked?

25 MR. FELBER: Yes, your Honor.

1 JUDGE CLARK: Yes you mind, or yes you don't
2 mind?

3 MR. FELBER: I don't mind.

4 JUDGE CLARK: Okay. I'm confused, Mrs. Krcmar,
5 and just maybe there is a word I missed or something.

6 But, you had indicated that they can receive a Pending
7 Payment Agreement after disconnection has occurred. Correct?

8 **THE WITNESS: Technically yes. We would offer**
9 **that. But, once again, that Payment Agreement would not be**
10 **established until the down payment were made.**

11 JUDGE CLARK: Okay. I see where my confusion is
12 now.

13 So when you say -- you're talking about in terms of
14 making an agreement. Correct?

15 You're not talking in terms of the notice being sent
16 out?

17 **THE WITNESS: Yes, yes, your Honor.**

18 JUDGE CLARK: Is it possible -- I mean
19 theoretically in my mind it's impossible for them to receive at
20 least an email notice of a pending agreement after the
21 disconnection occurred.

22 Would that be connect?

23 **THE WITNESS: So once services are disconnected**
24 **and you --**

25 JUDGE CLARK: I'm not talking about a post

1 disconnection application for a payment. Because that's --
2 everything is occurring after disconnection.

3 I'm talking about if the service hasn't been
4 disconnected somebody through one of the three ways you
5 indicated makes a Payment Agreement, it would be one of the two
6 ways because I guess one of those is the voice, the computer
7 voice one does not allow for an email. But, the other two ways
8 do allow an option for an email. If you're making that kind of
9 Payment Agreement that's clearly not post disconnection.

10 So, again, I don't -- it's not, would you agree that
11 it's not possible for somebody to receive an email version of
12 their pending agreement after disconnection if they've made
13 their -- if they've set up their agreement prior to
14 disconnection?

15 Is there a tiny window there where disconnection could
16 occur and the agreement is received in the email?

17 **THE WITNESS:** So hypothetically speaking if a
18 Pending Payment Agreement were set up and it was on the day of
19 disconnection -- well, actually then it wouldn't be an option.

20 So if it's on the day of disconnection then there, so
21 it would have to be set up prior to disconnection in order for
22 an email confirmation alert to be sent.

23 JUDGE CLARK: Is it not possible to set up a
24 Payment Agreement on the day of disconnection?

25 **THE WITNESS:** It is possible, and that's kind of

1 that window you talked about. But, it's -- we also, it is very
2 clearly explained to the customer that you are already in, there
3 is already a disconnection order that has been scheduled for
4 today so it's possible that your terms may change depending on
5 if you, if you get your payment in before the disconnection
6 occurs or not.

7 The system does, especially with AMI meters, it's
8 really -- since AMI meters are able to, they always do a last
9 ping of the system to look for a payment. So if a payment has
10 been received they would not do, would not perform the remote
11 disconnect on the day of disconnect.

12 So that's kind of nice with the AMI meters because
13 there is always a last quick check, okay, has this customer made
14 the required payment to avoid disconnect and, if so, then the
15 AMI meter remote disconnect wouldn't occur.

16 So I'm not sure if I answered your question or not.

17 JUDGE CLARK: You did. You did. You answered
18 it. Thank you. Okay.

19 Mr. Felber, you may go ahead with your Cross
20 Examination.

21 MR. FELBER: All right.

22

23 CROSS EXAMINATION

24 QUESTIONS BY MR. FELBER:

25 Q. So at the beginning of everything you said you do the

1 customer care training to make experiences better. Correct,
2 Mrs. Krcmar?

3 **A. I don't particular -- I'm not in our Training**
4 **Department, Mr. Felber. However, I do work closely with our**
5 **Customer Experience Department to share information to help make**
6 **our customers' experience better.**

7 Q. Okay. So your company is no -- it's not new to scams.
8 You guys post on your guys' website, hey, to watch out for these
9 kind of scams or people spoofing information. In fact, there is
10 one on your website right that now says there is a senior scam
11 going on, two thousand ninety-nine scammers posed as Ameren
12 employees offering special rate in lieu of paying customer or
13 full monthly statement.

14 So the reason I bring this into things as well is
15 because what actually -- knowing that there were several phone
16 calls and you've even listed in your exhibits there were phone
17 calls that were regarding that.

18 What protective measures did Ameren do on that matter
19 to say hey, you know, hey, how do we solve this, how do we --
20 what kind of blasts did you guys put out or even send to me
21 instead of saying oh, well, it's your provider? What kind of
22 things did you do to assure as you -- it was a protection, a
23 comforting?

24 You know, when somebody sees something that shows up
25 in a Boone County Government or there's even -- I can go through

1 a list of Google on Fox 2 showing that people advertising
2 themselves as sheriff's officers saying hey, unless you get a
3 green dot card and pay your bill?

4 What did you guys physically do to see and stop that
5 from occurring, any furtherance or what protection measures did
6 you guys put in place to that?

7 MR. BANKS: Objection. Relevancy. Plus it's a
8 compound question.

9 MR. FELBER: I think it explains a lot because --

10 JUDGE CLARK: Hold on, Mr. Felber. If there is a
11 compound question I missed it. I saw a lot of narrative set up.

12 But, the question at the end of the day I believe was
13 what does Ameren do to prevent these kind of scams where people
14 may use their phone number.

15 Is that correct, Mr. Felber?

16 MR. FELBER: Yes, your Honor.

17 JUDGE CLARK: Okay. I'm going to overrule the
18 objection then.

19 Mrs. Krcmar, you may answer Mr. Felber's question.

20 **A. Although I can't specifically --**

21 JUDGE CLARK: To the best of your knowledge.

22 **A. To the best of my knowledge I do know that we do have**
23 **a lot of customer education available. Mr. Felber mentioned on**
24 **our website as far as particular -- I'm not aware of any**
25 **particular scams where there has been our phone number assigned**

1 to a different caller ID name.

2 So I really can't answer that specifically. I'm
3 sorry, I don't really have information about that since I'm not
4 familiar that this has happened with any other customers.

5 JUDGE CLARK: So your answer is I don't know?

6 THE WITNESS: Yes. In a long way, yes.

7 JUDGE CLARK: Okay.

8 Go ahead, Mr. Felber.

9 Q. (By Mr. Felber) Another thing that I'll mention it,
10 which kind of disturbs me. At the beginning of this your --

11 JUDGE CLARK: Don't mention. We are not going to
12 mention things. If you mention something it's got to flow into
13 a question.

14 MR. FELBER: Okay.

15 JUDGE CLARK: It's not testimony. You are not
16 testifying at this point. You are asking questions.

17 MR. FELBER: Questions, yes.

18 Q. (By Mr. Felber) You mentioned that you spent time
19 trying to alter documents at the beginning. Why would you
20 mention that?

21 You just opened up that, at the beginning of this that
22 you went into your -- even though they were your own personal
23 emails. Why would you do that?

24 Why would you mention that?

25 A. Yes. I would love to answer that for you.

1 When I was investigating this complaint and the
2 software -- Senior Software Engineer mentioned that there was a
3 possibility of anyone downloading an email and editing it I
4 wanted to take it one step further and see for myself personally
5 if that was an option.

6 So for purposes of my investigation and for me being
7 able to testify that I personally could agree with what the
8 software engineer shared with me I took my own personal Outlook
9 account and I downloaded emails to see if they could be edited
10 and I forwarded emails to see if I could be -- if they could be
11 edited and, like I mentioned, I was surprised at how easy it is.

12 But, I'm glad that I was able to do that with my own
13 personal. I'm an Ameren Missouri customer myself, so I'm
14 receiving Ameren emails for my home account. So I'm glad that I
15 was able to do that myself so I could agree then that it is very
16 easy to do and it's very -- it's very easy to edit emails and
17 they seem very authentic.

18 Q. (By Mr. Felber) Okay. So you did spend time altering
19 emails, though?

20 A. I didn't save any emails, but I did for purposes of
21 investigation my own personal emails yes, I did edit those to
22 see if it was, in fact, easy and it is.

23 Q. So I guess that leads me to my next question. When
24 you guys received a copy of it you guys use Sendgrid. Correct?

25 Sendgrid's parent company is --

1 JUDGE CLARK: When you received a copy of what?

2 MR. FELBER: When they received a copy of the
3 Payment Agreement.

4 JUDGE CLARK: Okay.

5 Q. (By Mr. Felber) Instead of going in your email and
6 seeing the edit things wouldn't it be easier just to call
7 Sendgrid and say hey, this customer has -- this is what he's
8 showing me, he got a copy of it. Wouldn't it be easier just to
9 call Sendgrid and say hey, can you look up that data retrieval
10 or Twilio, their parent company, which even shows on there how
11 you follow the process?

12 Wouldn't it be easier just to call them and ask them
13 for some sort of verification?

14 **A. If you're referring to the document that you shared**
15 **with us, which was a copy of what appears to be an altered email**
16 **confirmation with a different May twenty-second due date.**

17 **We did reach out to Sendgrid to see if they could**
18 **authenticate that document. And the information we received**
19 **from them was we sent out the email on May eighteenth with the**
20 **values that were inserted from your billing system with the**
21 **required due date of May eighteenth.**

22 Q. So they didn't send you -- the exhibit that you
23 submitted was a spreadsheet of how it works, how you input the
24 values and everything. That's not from Sendgrid. That's your
25 system of how you use it. That's not a piece of paper from

1 them. I would think you would have a copy that shows something
2 and says, you know -- this is coming from my, I, guess
3 perspective when you put it in here as an exhibit you're putting
4 in something that you're inputting values. Nothing on that
5 piece of email that you entered in as an exhibit shows anything
6 with Sendgrid's name or doesn't even say anything with the
7 Payment Agreement.

8 JUDGE CLARK: Mr. Felber, is your question -- and
9 I'm just trying to clarify here because you do include a fair
10 amount of narrative in your question.

11 Is your question essentially if they queried Sendgrid
12 about this why isn't Sendgrid's response an exhibit?

13 MR. FELBER: Yeah. Yeah. Yes, your Honor.

14 **A. Sendgrid advised us that they did -- they no longer**
15 **had a copy of the email that they sent out since we were**
16 **requesting this more than thirty days after that email was sent**
17 **out. Sendgrid advised that they only kept copies of their**
18 **emails for thirty days. So it wasn't a timely request.**

19 **If this had been asked of them even a couple of days**
20 **earlier they would have had that, a copy of that email. But,**
21 **since it was after thirty days the only information that**
22 **Sendgrid was able to provide was confirmation that they used the**
23 **values that we provided them to include in that email.**

24 **Q. (By Mr. Felber) Next question. Pertaining to the**
25 **payment. I noticed when you were talking a couple of times you**

1 went back and forth between the interchangeable of Payment
2 Agreement and Pending Payment Agreement.

3 Now, who does the -- who actually physically does the
4 template for your payment agreements?

5 **A. I'm not sure what your question is. But, there is not**
6 **a template for a Payment Agreement.**

7 Q. Okay. So when it comes out in the email and it shows
8 everything there from -- all the way from Ameren Missouri's
9 email and then it says your Payment Agreement has been
10 established who inputs that?

11 I mean there has got to be somebody that's sitting --
12 essentially you guys, your software team or whoever discusses
13 this, has to put, input stuff. Correct? I mean it doesn't just
14 show up as payment A, B, C, D. It gives you a list of detail.

15 What I'm saying is the Payment Agreement: Who puts
16 the values in?

17 **A. So if -- are you referring to the emails, the courtesy**
18 **alert confirmation emails, is that what you are referring to?**

19 Q. I'm sorry for interrupting you. Yeah. So it shows
20 Payment Agreement, it shows Payment Agreement terms, what it is,
21 you know, the account number there, so forth.

22 Who inputs that? So the wording that is on the
23 document that says your Payment Agreement has been established.

24 JUDGE CLARK: All right. I'm going to -- Mr.
25 Felber, can I break this up because I think you're asking two

1 questions here?

2 MR. FELBER: Okay.

3 JUDGE CLARK: It seems like one of your questions
4 is there's fields that are populated with things such as dates
5 and numbers. And then outside of those fields it appears that
6 there's some standard language for these Pending Payment
7 Agreements.

8 It seems like you've got two questions going, which is
9 who is it that comes up with this standard language for these
10 agreements, and then the secondary question of who inputs the
11 inputs that populate the fields, the blank fields in the
12 language agreement.

13 Is that correct?

14 MR. FELBER: Yes, your Honor.

15 THE COURT: Okay. So let's start with the first
16 question which is who designed the language, the language that I
17 guess Mr. Banks had indicated that Ameren is agreeing with Staff
18 and wants to make some changes to.

19 Who designed the language -- do you know who designed
20 the language that was used for this Payment Agreement email?

21 **THE WITNESS: Yes. I can answer that, Judge.**

22 **There is -- it's generally a collaboration. There**
23 **would be folks from the business side, so from the actual**
24 **Customer Service Credit and Collections side as a part of the**
25 **team. There's also digital employees as a part of the team as**

1 well as Corporate Communications Team.

2 They would work collaboratively and to develop the
3 language and the layout of that actual Pending Payment Agreement
4 alert confirmation email.

5 JUDGE CLARK: And who populates -- and I think
6 you covered this already. But, I kind of want to hear it again.

7 Who populates those fields? How are those fields
8 populated?

9 THE WITNESS: That information is pulled directly
10 from CSS, our Customer Service System.

11 So the information like I mentioned is prepopulated
12 for the most part. While the date is not able to be changed,
13 but the down payment and the installment numbers and the amount
14 of each installment is prepopulated and the information from
15 that which is within our CSS system is automatically sent over.
16 So it's not -- it happens behind the scenes and I am definitely
17 not an IT guru so I apologize. But, I know it's pulled directly
18 from CSS into the information, then that Message Broadcast or
19 I'm sorry, Sendgrid actually used to send out.

20 We are transferring to Message Broadcast for future
21 emails for the retention purposes we talked about earlier.

22 But, yes. Sendgrid is the one for Mr. Felber's
23 particular case that has sent that email out.

24 JUDGE CLARK: Mr. Felber, I'm not sure if I
25 accurately captured your questions. If I did great; if not

1 please feel free to ask again.

2 MR. FELBER: You did a great job for me. Again,
3 I'm kind of new to this. So, I mean, questions how they come
4 out I apologize.

5 Q. (By Mr. Felber) So would you agree that how it says
6 Payment Agreement on there instead of Pending Payment Agreement
7 -- wouldn't you want to have a boundary that sets different,
8 like a disclaimer that's into that that says hey, like we was
9 discussing -- and I know you guys are switching systems.

10 But, can you see where it's misleading to the customer
11 where it says your Payment Agreement has been established?

12 Nothing in there indicates that it's a Pending Payment
13 Agreement. So it's kind of a misrepresentation of what you
14 have. Correct?

15 A. I agree. And as I mentioned already we agree with
16 Staff's recommendation that we re-visit the verbiage of that
17 alert confirmation -- pending alert confirmation email.

18 I do agree that there is an opportunity to clarify
19 that this Payment Agreement was not activated until you make
20 your down payment. Although I do -- I will agree that it was
21 clear that there is a due date. And it mentions once the
22 account -- once the Payment Agreement is activated then you will
23 receive a confirmation letter.

24 So although there is some room to enhance the verbiage
25 to make it a better experience for the customer and less

1 confusion, I also do think that the way it was at the time that
2 you received it also made it clear that there was a down payment
3 needed by May eighteenth in order to activate the agreement.

4 Q. But, that kind of revolves around the Payment
5 Agreement that shows different, but I won't bring that up.

6 What's the difference between a Pending Payment
7 Agreement and a Payment Agreement?

8 A. A Pending Payment Agreement is what is agreed to in
9 order to activate a Payment Agreement. So a Pending Payment
10 Agreement is an agreement that the customer says I will make
11 this down payment and once I do so I will be entered into a
12 Payment Agreement with the terms that are laid out.

13 Q. Okay. And I guess that question that goes with that
14 terminology and terms of disconnection of services. If it's --
15 if the Commission brought it up or the Staff brought it up in
16 their Staff report if it's actually a Payment Agreement there's
17 different circumstances and what would have to be followed then
18 on a Pending Payment Agreement. Correct?

19 A. Well, I would actually disagree with that. Because in
20 any situation a missed payment leads to a default of a Payment
21 Agreement and an entire balance becoming due. So even with a
22 Pending Payment Agreement if you've missed that down payment
23 your entire balance is then due. Similar to if the Payment
24 Agreement had actually been activated.

25 Q. So in Staff's report it shows if you have a Payment

1 Agreement the circumstances of how it's worded would be, you
2 know, the extent that -- how much, where you re-apply everything
3 which something that baffles me, too, in the Staff report you
4 guys mentioned that you guys failed to send out a, you guys
5 agreed with the Commission. It was on Page 10, I believe, of
6 the Staff report. That you guys failed to send out a default
7 letter personal service or first class mail.

8 Why would that be if you followed Commission's rules,
9 tariffs, regulations?

10 **A. Mr. Felber, I believe I would ask you to point me in**
11 **the Staff report what you are looking at or maybe clarify a**
12 **little bit more because I'm not really familiar with what you're**
13 **referring to right now.**

14 Q. Okay. So on Staff's report Page 10 of 13. Ameren
15 sent an agreement in writing which technically it was emailed,
16 but still Mr. Felber -- however, Ameren did not notify Mr.
17 Felber by personal service or first class mail about his default
18 prior to his disconnection. And Ameren's response to Staff DR
19 0027 it states that it has an email template it uses for these
20 confirmation emails. Staff has submitted a Data Request to the
21 company as of July 21st, 2023, requesting a copy of that
22 template. Without this information Staff cannot determine what
23 is sent to the customer in these situations.

24 So on Page 10 of the Staff report in the official case
25 file memorandum right here you guys admit that you failed to

1 send out the default letter for the payment -- if the Payment
2 Agreement was on the eighteenth, like you say, you still didn't
3 follow Commission rules, tariffs, regulations because you failed
4 to send out a default letter. Correct?

5 **A. Well, I'm going to actually disagree because that**
6 **Payment Agreement was not -- had not been activated. So**
7 **although you technically defaulted on a Pending Payment**
8 **Agreement there was actually not a Payment Agreement established**
9 **where we would have been required to send notice.**

10 Q. But, it says right here -- it doesn't say anything
11 about pending or Payment Agreement. It just says Ameren did not
12 notify Mr. Felber by personal service or first class mail about
13 his default prior to his disconnection.

14 MR. BANKS: Objection. Asked and answered.

15 JUDGE CLARK: That will be sustained.

16 That has been asked and answered, Mr. Felber.

17 MR. FELBER: All right.

18 Q. (By Mr. Felber) Next question is wouldn't you want --
19 I mean I understand you're a witness to this. There is some
20 things that you cannot answer for, you know, Ameren like IT
21 questions.

22 Wouldn't it have been appropriate to have a Staff
23 member as a witness just so that way they could go ahead and
24 explain how their system works? I mean I would have.

25 JUDGE CLARK: Can you clarify that question, Mr.

1 Felber? I'm not sure I understand the question.

2 MR. FELBER: Some of the questions she couldn't
3 answer which pertained to IT. Wouldn't it have been smart to
4 have an IT person that could explain those things of how their
5 IT portion works?

6 JUDGE CLARK: So I guess your question is --

7 MR. FELBER: That's my question.

8 JUDGE CLARK: Yes. Would having an IT person
9 present facilitate answering some of the questions that you
10 could not?

11 MR. FELBER: Correct.

12 MR. BANKS: Objection. Argumentative.
13 Relevancy.

14 JUDGE CLARK: I think relevance. I think it's
15 relevant.

16 Q. (By Mr. Felber) I'll take it there is no answer.

17 JUDGE CLARK: Wait a minute. I'm thinking about
18 this because it's speculative. There is two different ways of
19 looking at it.

20 I'm going to sustain that. I think it's -- I think
21 it's self-evidence that if she couldn't answer the question that
22 an IT person could have probably answered the question better.
23 So I'm going to sustain the objection.

24 Q. (By Mr. Felber) And after the payment -- back to the
25 Payment Agreement; we'll talk about that. I appreciate your

1 answer on that. However, the verbiage what it comes down to
2 Payment Agreement or Pending Payment Agreement it's misleading.
3 That would be like somebody inserting an additional word saying
4 oh, well, it's really pending when it's not pending even though
5 it says Payment Agreement.

6 Wouldn't you agree with that? That you are inserting
7 a new word that was not put on the paperwork?

8 MR. BANKS: Objection. Asked and answered.

9 MR. FELBER: Okay.

10 JUDGE CLARK: Hold on to that just for a second.
11 What word are you talking about?

12 MR. FELBER: Well, the email shows Payment
13 Agreement. So by her going and saying well, it's really a
14 Pending Payment Agreement she's wanting to alter the Payment
15 Agreement to where it says instead of Payment Agreement Pending
16 Payment Agreement when it's really verbiaged as Payment
17 Agreement. Correct?

18 I mean when I take a spelling test and if I would have
19 to say the word here which definition of here oh, well, that
20 would be like in the definition wrong and then saying oh, well,
21 I really meant that definition, so now we need to move on to
22 this and go ahead and mark it different.

23 JUDGE CLARK: I think at this point we're
24 quibbling about what language within the agreement means, and
25 that's a fine subject for Cross Examination, so I certainly

1 don't have a problem with you doing it.

2 But, the -- the thing is at least the email that I'm
3 looking at is supportive of both positions. It says your
4 Payment Agreement has been established. As you pointed out it
5 also in the immediate line below that says the Payment Agreement
6 has been established for your Ameren Missouri account. But,
7 then it says you must make a payment by a certain date to
8 activate that agreement. And then later down further it says,
9 it says once the agreement has been activated.

10 So I guess in the legal world it's supportive of both.
11 I mean certainly if Ameren had not agreed there had been some
12 confusion they wouldn't have filed their EFIS thing indicating
13 that they agree that the language should be changed, which is
14 supportive of your position that an agreement had been
15 established. But, they have the activation language in there.
16 Activate is not a legal term of which I'm aware. But, it seems
17 to describe a condition precedent to an agreement.

18 So I will allow you -- I'm going to overrule the asked
19 and answered objection for now mainly because I can't off the
20 top of my head recall whether it's been asked or answered. So I
21 don't see any particular harm in answering it twice.

22 But, I don't know how much leeway I am going to give
23 you going down this road making an argument that's already been
24 made.

25 MR. FELBER: Okay.

1 JUDGE CLARK: So go ahead and re-ask your
2 question.

3 Q. (By Mr. Felber) I'll keep it off for now.

4 Going to Exhibit 3 that I entered, rules and
5 regulations and tariffs. Verbiage of disconnections and this
6 goes to --

7 JUDGE CLARK: What specifically? Because for
8 Exhibit 3 I have the Commission's Rules Chapter 13 rules.

9 MR. FELBER: Correct, yes.

10 JUDGE CLARK: You've got an area that's circled
11 there. Are we referring to that or referring to a different
12 area?

13 MR. FELBER: Referring to the circled area.

14 JUDGE CLARK: Thank you. Go on with the
15 question.

16 Do you have that in front of you, Mrs. Krcmar?

17 **THE WITNESS: Yes, I do. Thanks, Judge.**

18 Q. (By Mr. Felber) In that verbiage that's expressed
19 where does it say that it excludes AMI meters for Friday
20 disconnection or AMI meters can be disconnected on Fridays?

21 Where in that verbiage does it talk about -- how many
22 people know that AMI meters work the way that they do?

23 MR. BANKS: Objection. Compound question.

24 MR. FELBER: It's a regulation rule and tariff.

25 JUDGE CLARK: No. I understand.

1 A compound question means you're essentially asking
2 two questions leveled together. That's generally what that
3 means. Like did you go to the store and what did you buy there?
4 They're two separate questions and they become easier to answer
5 when you separate them because you can give answers that are
6 confusing.

7 So why don't we break it down into -- I'm going to
8 sustain the objection.

9 Can you ask it by asking shorter questions?

10 So your first question is -- why don't you just, go
11 ahead.

12 MR. FELBER: Hold on a second.

13 JUDGE CLARK: Why don't we just -- the circled
14 portion of Section 3 does not mention AMI meters at all, does
15 it?

16 **THE WITNESS: It does not.**

17 JUDGE CLARK: Okay. Mr. Felber. Go ahead.

18 MR. FELBER: Hold on a second. I'm sorry, my son
19 had to get something.

20 JUDGE CLARK: That is fine, go ahead.

21 Q. (By Mr. Felber) Where in it, in the language, does it
22 talk about AMI meters are excluded, and what's the --

23 JUDGE CLARK: When you hit the "and" that's when
24 you start the compound questions.

25 MR. FELBER: I'm sorry.

1 JUDGE CLARK: You were fine until then. Ask the
2 first part.

3 Q. (By Mr. Felber) What makes it different? Where does
4 it state in it about AMI meters being able to be disconnected on
5 a Friday?

6 A. I already responded to the Judge and explained that
7 AMI meters are not mentioned in this specific rule that you have
8 circled here.

9 I'm sorry, what, I guess you'll have to maybe ask the
10 question again. I'm sorry.

11 JUDGE CLARK: I took his second question to be
12 what would make you think that this rule would not apply to AMI
13 meters.

14 Is that the correct question, Mr. Felber?

15 MR. FELBER: Correct. What's that?

16 JUDGE CLARK: Is that the question?

17 MR. FELBER: It is, your Honor.

18 A. So this rule indicates that we cannot disconnect
19 service on a day when utility personnel are not available to
20 re-connect the customer's service. So there is no need for
21 utility personnel to re-connect customer service with AMI due to
22 the AMI functionality, and generally we do staff personnel on
23 the weekends. So if there were to be a reason why the AMI
24 re-connection could not be completed due to some type of a
25 glitch with the sending, you know, electronically there would be

1 personnel to re-connect in those types of situations on a
2 Saturday.

3 Q. (By Mr. Felber) But, it doesn't explain that in
4 there. So how would a customer know?

5 A. Well, there's nothing in that rule that indicates to
6 me that we wouldn't be able to disconnect service for AMI meters
7 or any -- as long as we have personnel available to re-connect
8 the customer's service the next day this rule indicates to me
9 that we would be able to disconnect service.

10 Q. Do you guys do disconnection for regular meters on
11 Fridays outside of business?

12 A. There are times that, yes, we definitely disconnect --
13 are you talking about... To clarify are you referring to
14 non-payment disconnections? So are you asking if we perform
15 non-payment disconnections for non-AMI meters on Fridays?

16 Q. Yes.

17 A. Yes. There are situations when we do, yes.

18 Q. What are those situations?

19 A. If there are -- to be quite honest we oftentimes --
20 and there may be some recent changes with AMI, but our normal
21 course of business would be to disconnect services up until noon
22 on Fridays and staff until noon on Saturdays personnel that
23 would be able to re-connect service.

24 Now, does that happen every week? Is that currently
25 what we're doing as of today? I can't specifically answer that.

1 But, we have been disconnecting on Fridays for quite some time.

2 Q. All right. Thank you. I want to go into camera mode
3 for the next one.

4 JUDGE CLARK: Okay. Let me do -- bear with me
5 just a minute. I'm checking to see who is currently listening
6 to the feed and whether there's anybody I don't recognize. It
7 appears that everybody that would be -- that is currently on
8 this WebEx call is authorized to view this information. So we
9 don't need to go into a breakout session. But, we will go
10 in-camera.

11 So, Ms. Hefner, we'll go into camera now. We'll go in
12 camera now.

13 (Whereupon, in-camera mode begins.)

14 JUDGE CLARK: [REDACTED]

15 [REDACTED]

16 MR. FELBER: [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 JUDGE CLARK: [REDACTED]

20 [REDACTED]

21 MR. FELBER: [REDACTED]

22 [REDACTED]

23 JUDGE CLARK: [REDACTED]

24 MR. FELBER: [REDACTED]

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MR. FELBER: [REDACTED]

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MR. BANKS: [REDACTED]

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THE WITNESS: [REDACTED]

JUDGE CLARK: [REDACTED]

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Q. (By Mr. Felber) [REDACTED]

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JUDGE CLARK: [REDACTED]

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THE WITNESS: [REDACTED]

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Q. (By Mr. Felber) [REDACTED]

[REDACTED]

JUDGE CLARK: [REDACTED]

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MR. FELBER: [REDACTED]

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JUDGE CLARK: [REDACTED]

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MR. FELBER: [REDACTED]

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JUDGE CLARK: [REDACTED]

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MR. FELBER: [REDACTED]

JUDGE CLARK: [REDACTED]

Q. (By Mr. Felber) [REDACTED]

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[REDACTED]

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. [REDACTED]

[REDACTED]

A. [REDACTED]

Q. [REDACTED]

[REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 JUDGE CLARK: [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 MR. FELBER: [REDACTED]

17 JUDGE CLARK: [REDACTED]
18 [REDACTED]

19 (Whereupon, in-camera session was concluded.)

20 JUDGE CLARK: Okay. We are out of in-camera. Go
21 on with your next question, Mr. Felber.

22 Q. (By Mr. Felber) Okay. So where is there any writing
23 that states that you agree that if you set up a Payment
24 Agreement where you are agreeing to waive it -- wouldn't you
25 want something worded, or a guideline worded, to show to the

1 customer if there's a dispute... I mean obviously if a customer
2 is in worry of being disconnected they're going to try to
3 establish something so that way they can, you know, prevent the
4 disconnection. Correct?

5 **A. Just as a customer who is familiar with the rules also**
6 **knows that by filing a dispute they would have their**
7 **disconnection order canceled. So by setting up a Payment**
8 **Agreement you're agreeing that you owe that amount due and that**
9 **you are requesting assistance in paying that over installments.**

10 Q. Where does it state, though? Where does it state
11 anywhere in your notes that I've agreed to the charges? I mean
12 I would think you would want to have it written down. Correct?

13 And you would do a follow up like you've done follow
14 up notes in here, you know, how you guys have put things in
15 here. I would think you would put that in there in writing so
16 that way you're saying hey, Mr. Felber did this or, you know,
17 etc. He's now legally binded to this.

18 Wouldn't you want a Customer Service Representative to
19 follow up? How does the customer know that?

20 MR. BANKS: Objection. Argumentative and asked
21 and answered.

22 JUDGE CLARK: Bear with me for just a second.
23 I'm kind of thinking this through.

24 I don't agree with the argumentative. I do agree with
25 the asked and answered.

1 Mr. Felber, the reason I don't always give reasons for
2 my, why I make the rulings I'm making but you guys are quibbling
3 how you guys are interpreting different things. She's
4 indicating -- Mrs. Krcmar is indicating that by entering into or
5 trying to enter into a Payment Agreement that you are agreeing
6 to that amount and, therefore, it's not in dispute. And that if
7 you were actually disputing it you would be filing either an
8 informal or a formal dispute with the PSC. And the position
9 that you are coming at it from is that when your back is against
10 a wall and you are trying to get your -- correct me if I'm
11 incorrect here. That if you are trying to get your power
12 re-connected immediately you may feel that you have to agree
13 with something you, in fact, do not agree with.

14 MR. FELBER: Correct, your Honor.

15 JUDGE CLARK: Okay. Then it has been asked and
16 answered. So I will sustain the objection.

17 Q. (By Mr. Felber) Going back to something that your
18 guys's counsel brought up, Complaint No. EC 2019-0121.

19 What's the real reason why we dismissed that
20 Complaint?

21 JUDGE CLARK: Why don't you just ask what is the
22 reason the claim was dismissed before we go to any real reason?

23 MR. FELBER: Yeah. That would be fine.

24 Q. (By Mr. Felber) What's the real reason why it was
25 dismissed?

1 A. Was that the Formal Complaint you filed in late 2018
2 that I worked on?

3 Q. Regarding deposits, yes.

4 A. From my recollection you dismissed that Complaint, but
5 I'm not -- I'm not. Just bear with me. That was a long time
6 ago.

7 MR. KEEVIL: I'm going to object because to the
8 extent this deals with dismissal. There is obviously some sort
9 of settlement and settlements, settlement discussions are
10 privileged and confidential I believe under the [indiscernible]
11 rule.

12 MR. FELBER: Correct.

13 JUDGE CLARK: That is correct and it would be.
14 But, also it is not really relevant to your current complaint.

15 MR. FELBER: What makes it relevant to the
16 complaint is Counsel brought it up and made it to where it
17 sounded like it was an agreement with him when it related to a
18 deposit that they had to remove because of overchargetment or
19 misrepresenting that.

20 JUDGE CLARK: Again, this is if -- if there was a
21 formal finding by the Commission I think it would be fine to
22 rely on that. But, this was all part of apparently some sort of
23 a negotiated agreement, and Mr. Keevil is absolutely correct
24 that anything that would be a part of settlement discussions or
25 that would be something known only to the settling parties would

1 be privileged and couldn't be brought into this proceeding.

2 Now, we know the outcome of it. We know the outcome
3 was that it was -- it was dismissed.

4 MR. FELBER: Okay.

5 JUDGE CLARK: So I will sustain Mr. Keevil's
6 objection.

7 Q. (By Mr. Felber) All right. The next one would be, I
8 guess what is the standard role -- this goes to June fifteenth
9 on the property.

10 What is the standard role of a line technician and
11 when encountering someone to do a disconnect even though
12 services were disconnected?

13 JUDGE CLARK: I'm going to ask you -- that's a
14 very vague question. Can you narrow it in a little bit more?
15 Because I mean that covers a lot of protocols, you know, how
16 they get there, you know, what they're supposed to wear. Be
17 specific.

18 Q. (By Mr. Felber) When encountering a customer what are
19 they supposed -- what identifying documentation are they
20 supposed to be wearing at the time?

21 How do they announce themselves?

22 **A. Well, I want to clarify that this was not a service**
23 **order to disconnect the meter at your location. This was a**
24 **service order to disconnect at the transformer that served your**
25 **home. So there was no access needed to your property.**

1 Normally if a service man -- a first responder, a line
2 service worker, we have different terminology depending on where
3 they're located.

4 When a service worker comes to a home if he were
5 disconnecting the service at your meter he would be required to
6 knock on the door and identify himself first and then leave a
7 door tag after.

8 This was a different type of service order. So that
9 same knocking on the door would not be a requirement because he
10 was not accessing your property, he was disconnecting at the
11 transformer which was not located at your property address.

12 Q. So you're telling me that he did not make any access,
13 communicate with anybody that lived at the dwelling?

14 A. I am not saying that, no.

15 Q. Okay. So if he makes access and makes himself present
16 what kind of identifying information or badges would he have to
17 wear?

18 I believe Ameren has right on their website --

19 JUDGE CLARK: You've asked the question. Let her
20 answer the question if she knows the answer.

21 MR. FELBER: Okay.

22 JUDGE CLARK: It sounded like you were starting
23 to get into giving the answer from the website.

24 MR. FELBER: All right.

25 A. Yes. Our employees would wear Ameren -- they wear

1 Ameren attire. The line service worker, that first responder,
2 they also should have an Ameren badge around their neck similar
3 (indicating). We're required to keep your Ameren badge on your
4 person to identify yourself.

5 Q. (By Mr. Felber) All right. Paying attention to my
6 Exhibit 6 and 7.

7 JUDGE CLARK: You'll have to work with me. These
8 are a little difficult for me to pull up because I was able to
9 get everything else. But, I believe this is -- we've gone
10 through this before. This was filed. This is the only way that
11 I could access.

12 Which date was this filed, Mr. Felber?

13 MR. FELBER: Without pulling it up I believe June
14 fifteenth or sixteenth.

15 JUDGE CLARK: I believe that's correct. I
16 believe I remember that. Okay. I've got a number. That's not
17 it. I'm sorry, bear with me everyone.

18 Okay. I've got it in right now as EFIS 60435, but
19 that's just a number and you are talking about I believe
20 photographs of the gentleman in red with the yellow hard hat and
21 the gentleman in blue with the white hard hat and they both have
22 safety vests on.

23 Is that correct?

24 MR. FELBER: Yes, your Honor.

25 JUDGE CLARK: Okay. So we're talking about

1 photos of those individuals?

2 MR. FELBER: Correct.

3 JUDGE CLARK: We can also -- do you have Exhibit
4 4 in front of you, Mrs. Krcmar?

5 **THE WITNESS: Unfortunately I'm only seeing --**
6 **I'm only finding a picture of the actual truck is the only**
7 **picture I have found so far.**

8 MR. FELBER: When I sent them as exhibits to
9 Counsel it had to go through Google Drive because of the size.

10 JUDGE CLARK: That's the problem. That's why I
11 have to open it through EFIS because my security measures do not
12 allow me to do things through Google and download them to my
13 system so I need to file the EFIS filing if we want Mrs. Krcmar
14 to be able to reference them. And you say you believe you filed
15 those the same day, but I don't see them going in on June
16 fifteenth.

17 MR. FELBER: It was either June fifteenth or
18 sixteenth. I did so many filings I can't remember. Sorry.

19 JUDGE CLARK: Oh, is it the notice -- I believe
20 it is. Hold on just a second. This is the sixteenth, I
21 believe, and yeah. There is a number of -- if you go to June
22 sixteenth Notice of Admission to Amend Complaint to Include
23 Property Damage. Includes both photos from Exhibit 4 as well as
24 some additional photos I believe.

25 It still looks like the only ones where you can see

1 them clearly. You can see them in the one where they have the
2 binoculars straight on and you can see them in the one where it
3 looks like they are walking towards each other near the fence
4 line, and that would be the rusty fence that you indicated
5 previously was not damaged by them.

6 MR. FELBER: Correct. That's my neighbor's
7 property, yes.

8 JUDGE CLARK: Okay. Do you see those pictures,
9 Mrs. Krcmar?

10 **THE WITNESS: Let me take a look. Yes, yes.**
11 **Thank you.**

12 JUDGE CLARK: All right. I'm sorry it took so
13 long to get there.

14 Mr. Felber, you can ask your questions about those
15 exhibits now, and that for reference is Exhibit 5.

16 Is that correct?

17 MR. FELBER: Yes, your Honor.

18 JUDGE CLARK: All right. Go ahead and ask your
19 question.

20 Q. (By Mr. Felber) What identification were they
21 displaying at the time?

22 A. Both have Ameren gear on, Ameren hard hats, they
23 both -- I can't tell from this picture but they both would have
24 had their badge attached. Likely -- I wear mine on a lanyard
25 around my neck. It likely is perhaps in a shirt pocket or

1 attached to a pocket of the jeans. But, like I said I can't
2 really tell from this particular picture where they are walking
3 towards each other.

4 Q. So you're saying they did have their badge on?

5 A. I'm saying that I cannot tell from the pictures that
6 you -- the picture I'm seeing right here that they have their
7 badge on. But, I was telling you where I would assume they had
8 them, you know, clipped to somewhere that perhaps you can't see
9 in the photo.

10 JUDGE CLARK: So your answer is that you cannot
11 see their identifying badges in those pictures.

12 Is that correct?

13 **THE WITNESS: Yes.**

14 Q. (By Mr. Felber) Now, if a customer makes interaction
15 with them or they do talk to a customer would it be appropriate
16 for them to wear an identification badge and announce
17 themselves?

18 **A. Yes.**

19 Q. While I understand Ameren has encroachment of utility
20 easement the spot where the vehicle was parked was that part of
21 the utility easement?

22 **A. It's hard for me to determine from the pictures you've**
23 **provided where exactly that truck is located in relationship to**
24 **our easements.**

25 Q. The second vehicle which would be the -- I'm not going

1 to, it's just a gray vehicle. Would you agree with me that
2 there is no markings of identification of what company is --

3 MR. BANKS: Objection. Relevancy.

4 MR. FELBER: It makes sense.

5 JUDGE CLARK: I'm going to overrule the objection
6 and let him answer the question. You are asking about the VW
7 sedan?

8 MR. FELBER: Yes, your Honor.

9 **A. I would agree that the picture that you submitted of**
10 **the, of that Volkswagen vehicle does not appear to have Ameren**
11 **identification on it.**

12 Q. (By Mr. Felber) Don't most of your vehicles have to
13 show some sort of -- even if they use their personal vehicle
14 what sort of corresponding identification, if it's a subcontract
15 or anything of who they either work for or subcontract for? Yes
16 or no.

17 MR. BANKS: Same objection.

18 JUDGE CLARK: Overruled.

19 **A. To my knowledge in a particular situation where a**
20 **supervisor is accompanying his employee for reasons of either**
21 **safety or conflict resolution or basically support of the**
22 **employee that he, that that supervisor would not need to provide**
23 **identification on their vehicle. That is my understanding.**

24 Q. (By Mr. Felber) Ameren is no stranger to this against
25 me. You guys have reached out to the Police numerous times. If

1 there was an escalation of problem wouldn't you have wanted the
2 Police to be out there?

3 **A. There was -- in my opinion there was no need to have,**
4 **the supervisor did not feel a need to have the Police accompany**
5 **him. He was there to provide support to his line service**
6 **worker.**

7 Q. Which brings me to my next question. What made you
8 leap to the grounds that there was any fraud committed or was
9 there any attempt that there was any fraud that was going to be
10 committed?

11 **A. Yes. There is.**

12 JUDGE CLARK: Okay. I'm confused. Please
13 clarify the question for me.

14 What fraud are we talking about? Fraud is a general,
15 often non-legal term, so I'm not sure. You have to clarify for
16 me.

17 MR. FELBER: Okay.

18 JUDGE CLARK: Before you answer the question I
19 want to know what the question is.

20 MR. FELBER: Okay. So the question would be you
21 guys stated to --

22 JUDGE CLARK: What is the fraud you are referring
23 to?

24 MR. FELBER: Where they -- the access to the
25 meter and where they said connections or anything of that

1 nature. Were there any -- was there any registered usage to the
2 meter of any readings that warranted grounds?

3 JUDGE CLARK: So is what you are trying to get to
4 is there really wasn't a reason for them to be out there?

5 MR. FELBER: Correct. It was a general
6 harassment purpose.

7 JUDGE CLARK: And what was your question again?

8 MR. FELBER: Had there been any meter readings or
9 anything that suggested prior to them coming out that any fraud
10 or tampering of meter or uses of electric had occurred.

11 JUDGE CLARK: And Mrs. Krcmar, you had indicated
12 yes, there were?

13 THE WITNESS: Yes, your Honor.

14 On June fourteenth I was made aware that the AMI meter
15 had been re-connected. There had been an online connect request
16 to start service in a name other than Mr. Felber's. And that
17 AMI -- there was, at the time there was no block in place to
18 prevent an online connect request from being accepted and turned
19 on remotely. The AMI meter turned on remotely at that time. So
20 June fourteenth the service was turned on.

21 Once I became aware that this was an unauthorized use
22 I had mentioned in some of my testimony or maybe a clarification
23 earlier that we are -- we do have authorization to disconnect
24 service without prior notification for reasons of -- including
25 obstruction, which is defined as unauthorized use of service.

1 **This June fourteenth connect request that had been**
2 **accepted online and that AMI meter was turned on for a matter of**
3 **time until I requested that the AMI meter be turned back off.**

4 JUDGE CLARK: We are getting quite a bit of
5 feedback. I don't know where it's coming from. Go ahead.
6 We'll just see how we can muddle through it.

7 **THE WITNESS: Okay. So on June fourteenth the**
8 **service had been re-connected. The AMI meter had been turned**
9 **back on because there had been a connect request that had been**
10 **placed online and accepted within the system. So we had the**
11 **service turned back off. And to prevent any future unauthorized**
12 **use or online connect requests that were accepted without**
13 **investigation that is why we had the service turned off at the**
14 **transformer.**

15 JUDGE CLARK: That was to prevent anyone from
16 activating the service online under a different name?

17 **THE WITNESS: Correct. Without proper**
18 **investigation to ensure that the connect request should have**
19 **been accepted.**

20 Q. (By Mr. Felber) Were all the rules followed when the
21 party applied for services even though there was no registered
22 usage? I know June fourteenth there wasn't because there was a
23 generator running to the property.

24 **A. No. They weren't.**

25 Q. Thank you. So there was no registered usage to be

1 addressed, even though you say power was turned back on.

2 So it wouldn't constitute anybody taking or utilizing
3 service. Correct?

4 **A. I was actually answering your question when you asked**
5 **if all of the rules had been followed when that connect request**
6 **was accepted online.**

7 **No. The rules were not followed. That connect**
8 **request should not have happened and there was usage on the**
9 **meter. It was digital -- the service was turned on. That AMI**
10 **meter was turned on.**

11 Q. It wasn't on. There was no usage.

12 Do you have a usage report of it?

13 How much usage was actually used?

14 **A. I don't have that available right now, no.**

15 Q. Okay. I would think you would want that to show and
16 constitute --

17 MR. BANKS: Objection. Argumentative.

18 Q. (By Mr. Felber) You are claiming somebody used
19 services so then you would constitute meter tampering?

20 JUDGE CLARK: Hold on, Mr. Felber. I said any
21 time there is an objection everybody -- I'll sustain the
22 objection. She's answered your questions. You may not like the
23 answers that were given, but she did answer the questions.

24 MR. FELBER: Hold on one second.

25 Q. (By Mr. Felber) I want to bring up something else

1 here. I know Counsel mentioned at any time did I go to try to
2 make a payment on the account. How many emails were sent to you
3 even though they're not listed as exhibits -- how many emails
4 were sent to you and Counsel and got uploaded into EFIS that I
5 tried to work a Payment Agreement with you guys?

6 JUDGE CLARK: Emails from you, Mr. Felber?

7 MR. FELBER: Emails from me. There is even one
8 in EFIS counsel stated that --

9 JUDGE CLARK: Before you turn it into a narrative
10 let them answer the question.

11 **A. So is the question how many emails that I've received**
12 **from you in what time frame?**

13 Q. (By Mr. Felber) Between pretty much the nineteenth,
14 which you wouldn't have received anything on the nineteenth so
15 it would be the following week when I had talked to you. I
16 guess we had talked that Friday. From that Friday through now
17 how many emails did you and your Counsel get that I will make a
18 Payment Agreement?

19 In fact, which I would like to --

20 JUDGE CLARK: You are talking about May, Friday
21 nineteenth, the day it was shut off, the following Friday?

22 MR. FELBER: The following Fridays.

23 JUDGE CLARK: Okay. So we're talking about
24 Friday the -- wait. I'm going the wrong direction. There we
25 go. So how many emails were received by Mrs. Krcmar from you

1 between May twenty-sixth and when?

2 MR. FELBER: And up to today's date, just so that
3 way we're not backtracking.

4 Q. (By Mr. Felber) How many emails were sent between you
5 and your Counsel that I offered to make a Payment Agreement?

6 A. Well, I can answer for myself personally. I've
7 received hundreds and hundreds, if not maybe close to a thousand
8 emails from you since May twenty-sixth.

9 Are you asking me if you requested a Payment Agreement
10 in any of those emails to me?

11 Q. Yes. Correct.

12 A. To be quite honest, a lot of the emails were hard to
13 understand everything that you were asking or alleging. So I
14 don't -- I personally don't recall one right now where you said
15 can I have a Payment Agreement? Can I make this payment
16 specifically? If you wanted to, you know, maybe give me some
17 more details I might be able to answer that.

18 JUDGE CLARK: Mr. Felber, what's the relevance?
19 Assuming the answer is in the affirmative, that you had sent
20 numerous emails and that, say, one or more of those emails
21 referenced you wanting to enter into an agreement what's the
22 relevance of that and what is the purpose of offering that
23 testimony?

24 MR. FELBER: The relevance of it would be that
25 I -- despite Counsel's claim that I have not willingly, it shows

1 that I had a pattern to willingly try to resolve the issue, get
2 some sort of Payment Agreement established to restore the
3 services. Such as on May twenty-third I talked to Mrs. Grubbs.

4 JUDGE CLARK: Okay. Well, without you testifying
5 and, like I said we're going to kind of stick to asking
6 questions -- Mr. Felber, I'm going to try this and if this is
7 not satisfactory, let me know.

8 Mrs. Krcmar, are you aware of the Complainant
9 attempting to establish payment agreements with Ameren after he
10 was disconnected?

11 **THE WITNESS: I will say that I could -- I could**
12 **agree with that to a certain extent, yes. I'm not sure if there**
13 **was anything specific requested.**

14 JUDGE CLARK: Do you remember specific requests?
15 I'm sorry, I talked over you. Go ahead.

16 **THE WITNESS: No. I'm sorry. There wouldn't**
17 **have been any options available similar to what Mr. Felber may**
18 **have been requesting. So --**

19 JUDGE CLARK: He may have been requesting an
20 agreement that was not an agreement that Ameren recognizes.

21 **THE WITNESS: Yes, sir.**

22 JUDGE CLARK: Okay. So the answer to the first
23 question would be yes, you're aware that he has tried to
24 establish payment agreements since he was disconnected. But, as
25 to whether those payment agreements would have complied with

1 agreements done by Ameren you don't know.

2 **THE WITNESS: That sounds fair.**

3 JUDGE CLARK: Does that answer your question, Mr.
4 Felber?

5 MR. FELBER: It does, your Honor.

6 JUDGE CLARK: Okay.

7 Q. (By Mr. Felber) The next question. Let me get out of
8 here and get to it. It would be I believe -- not final bill.
9 115-C. Auto pay set up in attempt of payments.

10 JUDGE CLARK: Okay. This is already admitted
11 onto the record and it is the response to Staff's Data Request
12 MPSC 0023.

13 Go ahead and ask your question.

14 Q. (By Mr. Felber) Is it true when establishing auto
15 payment that Ameren Missouri sends out an agreement letter -- or
16 a letter that says you are agreeing to auto pay for customer
17 clarification and confirmation?

18 **A. I'm sorry, I'm thinking. So the question is do we**
19 **send out a confirmation letter that auto pay has been**
20 **established on an account?**

21 Q. Correct. Yeah. Just confirming that the user set up
22 auto pay.

23 **A. I apologize. I'm honestly thinking about this. I'm**
24 **trying to --**

25 JUDGE CLARK: Take your time.

1 A. Do we send a letter? I'm honestly thinking of my own
2 personal account because I'm on auto pay and I'm trying to
3 recall as well.

4 Honestly, Mr. Felber, I apologize but right now that
5 is eluding me whether or not we send a confirmation letter once
6 auto pay has been established. I believe yes, but I am not a
7 hundred percent certain so I apologize. Without having all of
8 my reference material in front of me to look it up.

9 Q. (By Mr. Felber) Okay. Now when taken off auto pay
10 you guys send out a letter. Correct?

11 A. Once you've been removed from auto pay?

12 Q. Correct.

13 A. Once again I apologize, but I'd have to -- I mean I
14 could easily find this information if I had all of my reference
15 materials at my disposal.

16 Q. All right. Knowing the disputes that we had on the
17 account what did -- when did Ameren ever reach out to, you know,
18 there were lots of disputes. Correct?

19 A. (Witness nodded head).

20 Q. When did Ameren ever --

21 JUDGE CLARK: Is that a yes?

22 THE WITNESS: I would agree that there were many
23 disputes with Mr. Felber's accounts, yes.

24 JUDGE CLARK: Thank you.

25 Q. (By Mr. Felber) When did Ameren ever attempt to reach

1 out and help resolve those issues?

2 **A. I believe multiple times. There was multiple**
3 **correspondence between you and our company regarding your**
4 **concerns.**

5 Q. Wouldn't you want it listed in your report? Because
6 there's nothing in here that shows when a dispute was filed that
7 you guys reached out to me and we -- mainly, if anything, there
8 was just payment agreements, that kind of arrear or whatever.

9 Paying attention to the two exhibits that I listed
10 which was the November bill and the July bill of last year,
11 2022?

12 JUDGE CLARK: Is there a question?

13 MR. FELBER: There is a question.

14 Q. (By Mr. Felber) In April of this year there was with
15 the dispute in which I had presented and said I dispute my bill
16 and I kind of opened that up. It had to do with the summer
17 usage, winter usage, vice versa, and the corresponding months.

18 Was there any attempt by any representative to reach
19 out to me and discuss that?

20 **A. If you gave me some more specifics as to the dates I**
21 **could probably look it up. But, I --**

22 JUDGE CLARK: Are you asking about Ameren
23 initiated?

24 MR. FELBER: Correct, yes. Ameren initiated.

25 Q. (By Mr. Felber) Any Ameren initiated where they

1 reached out to me regarding the bill that I would dispute?

2 For example, in the report I have the bill from
3 November that was due November twenty-ninth and the bill that
4 was due July of -- both in 2022. Both which show winter usage
5 in the summer and summer usage in the winter in which I believe
6 Mrs. Grubbs last week on our Hearing stated there's a
7 hibernating.

8 JUDGE CLARK: That's what you said, that's
9 Exhibit 19.

10 MR. FELBER: Yes.

11 JUDGE CLARK: You need to reference that.

12 A. Okay. I've got that in front of me. I've got Exhibit
13 19 in front of me. The July and November, 2022 bills.

14 So I'm sorry, what's your specific question?

15 Q. (By Mr. Felber) When I stated a complaint about that
16 did they ever reach out to me about it?

17 A. When you submitted a complaint to who?

18 Q. To your Customer Service Team.

19 A. So if you have ever requested -- so the way our
20 Customer Service Department does business they are, our goal is
21 one call resolution. So if you are explaining to a Customer
22 Service Advisor that you are disputing a bill or you've got some
23 concerns with the accuracy of a bill that attempt should be made
24 then and there while you're on the phone to discuss that with
25 you.

1 If you advise that maybe you're filing a dispute it's
2 then -- unless you have specifically asked for a supervisor to
3 call you back there is not going to be an attempt to call you
4 after you get off that phone call with the advisor. It then
5 would be on, you know, your action to take whether or not you
6 are filing a Commission complaint, whether you're filing a
7 complaint with the Attorney General's office.

8 But, unless there's any specific request on your part
9 -- and on the calls I didn't hear any -- to have someone call
10 you back there wouldn't be an Ameren employee reaching out to
11 you after you were off that phone call.

12 Q. So what you're --

13 A. Of course -- I'm sorry, go ahead.

14 Q. No. I'm sorry. Go ahead.

15 A. There were several calls. I do know there were
16 several calls where you did request to speak to a supervisor and
17 a call back order was issued because the advisor maybe wasn't
18 able to get a supervisor at the time. So in those instances we
19 would call you back, a supervisor or a leader would call you
20 back.

21 Q. So would you believe that if a customer files a
22 dispute wouldn't it be a two party process where both parties
23 try to mutually work together to get to an agreement and resolve
24 an issue, not just one party?

25 A. I see what you're saying and I do, I do agree with

1 that. But, I don't think the circumstances of any of the
2 particular times where you were advising a Call Center employee
3 that you were disputing your bill, there was -- we don't set up
4 conference calls with customers. We're just not able to do that
5 within our Call Center. So like I said the proper place for you
6 then would be then to make a complaint with the Commission or
7 file an Attorney General complaint. And then at that point it's
8 kind of, we're working, we're providing details directly to
9 whomever the third party we've received the complaint from is
10 and then it's ultimately -- there are oftentimes that it's
11 easier than for the information that we have shared with either
12 Commission staff or the Attorney General's office to share that
13 with you directly since they're at that point kind of taking
14 over from that.

15 Q. All right. So pretty much if you don't like the
16 satisfaction of an agreement that both parties is just to really
17 just go and, you know -- file a complaint with the Missouri
18 Public Service Commission is what you're saying?

19 A. We always have to offer -- it's a requirement that if
20 there is not a resolution determined between an Ameren employee
21 and the customer that we do offer the Public Service
22 Commission's contact information and let you know of your right
23 to file a complaint with them, yes.

24 Q. A lot of representatives don't announce that either.
25 But that's besides the point.

1 Would you agree -- so pertaining to those charges I've
2 asked numerous times on them, never got an answer or a response
3 from a representative.

4 Would you agree some of your Customer Service
5 Representatives cannot give answers on those charges?

6 **A. What specific charges?**

7 Q. So, for example, where it said summer and winter usage
8 and if I call and I say hey, I don't agree with this, why is
9 this in here labeled as this, why am I being charged -- it's
10 kind of misleading to a customer. When you see somebody -- July
11 is not winter; it's summer. Same thing November it's not
12 summer, it's winter.

13 So when you see those charges on there and a customer
14 says hey, you know, I don't agree with this, can you -- do you
15 see where I'm saying? Do you think some representatives can't
16 answer that question -- before you go and file a process with
17 the Missouri Public Service Commission or raise your complaint
18 do you see the point where it would say hey, maybe a supervisor
19 or a senior member of management needs to get in contact with
20 somebody or get in contact with them to explain those charges?

21 **A. I would agree, you know, I did listen to over a**
22 **hundred phone calls that you had with our employees and I would**
23 **agree that there are times that there was maybe, it was hard for**
24 **you and our advisor to communicate effectively. So although**
25 **sometimes I do believe that you were not giving our advisors the**

1 opportunity to fully explain things that you could understand
2 it.

3 But, I think that that's natural in any conversation.
4 There's a potential for, you know, a lack of ability to
5 communicate well with each other.

6 Q. But, would you agree going further, like in some of
7 your stuff -- I mean I like the report how you guys are agreeing
8 now to go forward and change some policies around.

9 Do you agree that some of these implementations should
10 have probably been done sooner than later? And especially
11 that's dealing, you know the history of my account. So could
12 you agree maybe we needed somebody there that could neutralize
13 it so it didn't get as far as what it did?

14 MR. BANKS: Objection. Asked and answered.

15 JUDGE CLARK: I'll sustain that objection.

16 Q. (By Mr. Felber) I mean that would really be kind of
17 that. Would you agree -- I just have a couple of more
18 questions.

19 Would you agree there's a lot of misrepresentations
20 and errors involved on your guys' side of the Complaint that
21 would, you know, validate why there's the complaint in front of
22 the Commission?

23 A. I don't believe that, no.

24 Q. I mean between Payment Agreement -- I mean you don't
25 agree with that? I mean my big -- in the report that Mr., or

1 your counsel gave back to the Commission agreeing to leave why
2 wouldn't you focus on resolving the issue that you had in front
3 of you before leaving and agreeing with recommendations?

4 Why leave and do that?

5 MR. BANKS: Objection. Relevancy. Witness is
6 not capable of answering that question. That was a legal
7 decision made by me.

8 MR. FELBER: Can I ask Mr. Banks --

9 JUDGE CLARK: No. Mr. Banks is not a witness.
10 I'm trying to -- give me a second because I'm still, I
11 haven't ruled on his objection yet and I'm thinking about this.

12 I'm going to agree with Mr. Banks. I'm going to
13 sustain the objection, and the reason being that Mr. Banks filed
14 a request to respond to the Staff report and they responded
15 agreeing with part of the Staff report.

16 What you are asking about is this hypothetical
17 situation that you've kind of constructed and you're asking one
18 Ameren employee to speak in a somewhat legal capacity about
19 whether Counsel's move in filing that was the best or most
20 appropriate time to address that. So it crosses a lot of legal
21 boundaries, and so I will sustain the objection.

22 Q. (By Mr. Felber) Last question here that I have is --
23 it would be the exhibit with the disconnect notice. May fourth,
24 125-C.

25 JUDGE CLARK: Okay. This is your final notice.

1 Correct?

2 MR. FELBER: Correct. This is the final notice,
3 your Honor.

4 Q. (By Mr. Felber) So something that interests me and
5 what you said earlier, Mrs. Krcmar, was that it shows all the
6 ways of payment that you can pay. Now, it says cash only on
7 here. Correct?

8 **A. Yes.**

9 Q. Now, you said that you can pay by certified -- money
10 order or certified cashier's check. Right?

11 **A. Cashier's check, money order, credit card, or cash.**

12 Q. Okay. So where on the agreement -- you said it stated
13 all this. Where does it state that you can pay with a money
14 order or a certified cashier's check and not a check?

15 And I understand the check portion. But, where does
16 it say? Because you stated that you can do that, but it doesn't
17 state that on here.

18 **A. I was just looking at the back real quick. So your
19 payment options -- obviously you wouldn't be paying with a
20 personal check on the website or mobile app or phone. And the
21 pay station if you were to walk into a payment station with a
22 personal check the payment -- the authorized payment station
23 wouldn't accept it. They would notify you at that time that it
24 wasn't an option.**

25 Q. Right. But, what I'm asking is why doesn't this label

1 certified cashier's check or money order? I don't care about
2 the check portion.

3 You said that it listed the options to pay by
4 certified cashier's check and money order earlier when you were
5 talking about this with your counsel. Nowhere on here does it
6 say anything about having the option -- it only says cash only.

7 So if someone was wanting to make a payment isn't it a
8 little misrepresenting?

9 **A. I don't believe so. And I don't believe -- maybe it**
10 **was misunderstood when I was explaining that earlier. But, I**
11 **was -- I was talking about what cash only designation meant at**
12 **the top. And then I just explained that the Pay Now options**
13 **were found at the bottom of the disconnection notice.**

14 Q. But, you also said it states all the payment options,
15 including certified cashier's check and money order. Correct?

16 **A. I don't believe I stated that. And if I did I**
17 **apologize, if it came across in a way other than I intended.**

18 MR. FELBER: That would be it, your Honor.

19 JUDGE CLARK: Okay. Thank you.

20 It's 12:30. I do want to take a break for lunch, but
21 while I've got Mrs. Krcmar here I have a few questions. I'll
22 ask first are there any Commission questions at this time?

23 I hear none. I'm going to go ahead and ask a few
24 questions.

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EXAMINATION

QUESTIONS BY JUDGE CLARK:

Q. Mrs. Krcmar, your attorneys answered this question earlier last week. They are not -- their comments are not necessarily a part of the record in an evidentiary way.

So would you please give me the time periods for summer and winter usage?

A. Sure. So our summer rates are in effect from June first through September thirtieth. And then winter rates in effect from October first through May thirty-first.

Q. Thank you. What is the standard practice when someone is disconnected?

Leading up to that disconnection what customer contacts must occur and did Ameren comply with those in Mr. Felber's case?

A. Yes. So we are required to send a notice of disconnection, a ten day notice of disconnection. We are required to make two reminder outbound -- we call them outbound collection calls to the customer, and those occurred as well.

And we are -- with AMI meters we have a variance from our door knock. For non-AMI meters there is a requirement that we knock on the door and announce ourselves prior to disconnecting the service at the meter. For AMI meters we obtained a variance on that so in lieu of the door knock -- and

1 this variance was that way we could do the remote connect and
2 disconnect of the AMI meters without sending a truck out there
3 and a person, an employee out there. So in lieu of the door
4 knock from AMI meters we make a final twenty-four hour
5 disconnect notification call, which was also done in this
6 instance.

7 Q. Now, you said you believed you had received between
8 when Mr. Felber was disconnected and today hundreds of emails.
9 Is that correct?

10 A. Yes, Judge.

11 Q. Do you know how many calls Ameren has received from
12 Mr. Felber as to this disconnection matter before the
13 Commission?

14 A. Good question. I don't off the top of my head. I
15 could look through the contacts, the account contacts -- which
16 was our Exhibit 102 -- and give you a ballpark.

17 But, I would say dozens of calls were received after
18 the service was disconnected. But, I'm sorry, I don't have that
19 off the top of my head.

20 JUDGE CLARK: That is just fine. I'm trying to
21 think. Those are all my questions. Thank you.

22 THE WITNESS: Thank you, Judge.

23 JUDGE CLARK: And you are excused.

24 It is 12:33. Why don't we break until 1:35 for lunch?
25 Are there any objections to doing that?

1 MR. BANKS: No, your Honor.

2 MR. FELBER: No, your Honor.

3 JUDGE CLARK: Okay. If everybody will be back
4 here -- well, yeah. Let's go ahead and do that.

5 I don't know how long Staff is going to take. So it
6 may be it could be half an hour, it could be an hour. But, just
7 erring on the safe side let's go ahead and have lunch so we will
8 reconvene -- we will go off the record and we will reconvene at
9 1:35.

10 (Whereupon, lunch recess taken from 12:34 to 1:35
11 p.m.)

12 JUDGE CLARK: It is now 1:36. We are back on the
13 record. Everybody has had a lunch break.

14 We finished off Ameren's only witness last time. And
15 it is now Staff's turn to call their witness.

16 It's my understanding that Staff has one witness, and
17 just so there is no confusion about this -- let me find where I
18 put it. I have listed in regards Staff's witness that Cross
19 Examination will be first by Ameren and then by Mr. Felber.

20 Is that everybody's understanding?

21 MR. BANKS: Yes, your Honor.

22 MR. FELBER: Yes, your Honor.

23 JUDGE CLARK: Okay, Staff, go ahead.

24 MR. KEEVIL: Yes, thank you, Judge.

25 The Staff would call Mrs. Sarah Fontaine.

1

2

3

SARAH FONTAINE,

4 being sworn on her oath by the Court saith:

5

6

JUDGE CLARK: Okay. Staff, you may question your
7 witness.

8

MR. KEEVIL: Thank you.

9

10

11

DIRECT EXAMINATION

12

QUESTIONS BY MR. KEEVIL:

13

Q. Ma'am, for the record would you please state and spell
14 your name for the record?

15

**A. Sure. It's Sarah, S-a-r-a-h. Last name is Fontaine,
16 F-o-n-t-a-i-n-e.**

17

Q. And, ma'am, are you the Sarah Fontaine who wrote the
18 Staff report memo in this case?

19

A. I am.

20

Q. And just to your knowledge that report has been
21 pre-marked as Exhibit 200, and each of the exhibits to the
22 report have been marked as Exhibit 200 and then the
23 corresponding letter of the alphabet A, B, C.

24

So was that report and the exhibits true and correct
25 at the time that it was filed back in July, I believe it was?

1 **A. Yes.**

2 Q. And to the best of your knowledge, information, and
3 belief are the things stated therein still true and correct
4 today?

5 **A. Yes.**

6 Q. Do you need to make any changes or corrections to any
7 of your report?

8 **A. No.**

9 Q. Okay. Do you have a copy of it with you?

10 **A. I do.**

11 Q. Can I get you to turn to the top of Page 10?

12 Let me know when you are there.

13 **A. Okay. I'm there.**

14 Q. And there was some confusion about this earlier during
15 Mrs. Krcmar's testimony, so I just wanted to clarify.

16 This one statement at the top of Page 10 where you say
17 however, Ameren did not notify Mr. Felber by personal service or
18 by first class mail about his default prior to his
19 disconnection.

20 Do you see that statement there, ma'am?

21 **A. I do.**

22 Q. What is that statement in reference to?

23 Can you explain that for us?

24 **A. Sure. I think it's important in this Staff report to
25 read what was written before that paragraph.**

1 The reason why I stated that was because I was talking
2 about the comparison of a Pending Payment Agreement versus an
3 actual Payment Agreement. And I think as we've covered several
4 times so far that there is a difference between the two.

5 And when I offered a recommendation for Ameren to
6 consider changing the wording on the email that goes out to
7 customers I was pointing out here that should it be an actual
8 Payment Agreement, not a Pending Payment Agreement, that there
9 would be other requirements involved as far as notification and
10 things like that. So that's why that paragraph is there.

11 Q. So you aren't disputing that Ameren followed the
12 proper notification requirements assuming that this May
13 eighteenth agreement, whatever it was -- assuming that was not a
14 Payment Agreement you're not saying that Ameren messed up with
15 the notification requirements?

16 A. No.

17 Q. Okay. Also could you explain briefly the process that
18 you went through in the course of conducting your investigation
19 in this case?

20 A. Sure. So when we receive a Formal Complaint one of
21 the first things we do is typically when we receive a Formal
22 Complaint -- it's already gone through an Informal Complaint
23 process with our Consumer Services Department. So we'll go back
24 and take a look at that.

25 Then we'll reach out to the Complainant, and once we

1 make contact with them we try to ask them for any information
2 that they would like to include that maybe was not part of their
3 Formal Complaint that we need to take under consideration. We
4 also take time to kind of go over the process of what's going to
5 happen from here, let them know if there's further information
6 that they feel would be helpful to us. During the process they
7 can submit it to us through email, I provide my contact
8 information, or it can be submitted through EFIS.

9 We also send out data requests to the company. So we
10 kind of do a collection of any bills. I think, you know, you've
11 seen a lot of the Data Request responses throughout this and
12 those are seen making certain that we check off the data
13 requests that we send out to the company. So we let the
14 Complainant know as well that that's going to be occurring.

15 Once we receive all of that information we compile it,
16 do an investigation, and then try to produce the Staff report
17 that lays out all of our findings.

18 Q. All right.

19 MR. KEEVIL: Judge, this is a little different
20 than usual because Exhibit 200 and 200 A through F have already
21 been received into evidence. I believe you did that on Friday.

22 So I don't have to offer -- it's already in evidence
23 so I just want to confirm that, first of all.

24 And then assuming your recollection is the same as
25 mine on that, I would tender the witness for Cross Examination.

1 JUDGE CLARK: Thank you very much. Yes. That's
2 my recollection. I remember it was one of the first exhibits we
3 admitted. We admitted 200 and its various attachments A through
4 F in the record, and I believe this is confidential in its
5 entirety. That does not make a difference at this point in
6 time.

7 MR. KEEVIL: Thank you, Judge.

8 I would tender the witness.

9 JUDGE CLARK: Thank you.

10 Ameren, do you have any Cross Examination questions
11 for this witness?

12 MS. GRUBBS: Yes, your Honor. Thank you.

13

14 CROSS EXAMINATION

15 QUESTIONS BY MS. GRUBBS:

16 Q. Mrs. Fontaine, as I think you mentioned on Direct it
17 is standard procedure for Staff when investigating a Formal
18 Complaint against Ameren Missouri to send Ameren Missouri Data
19 Requests. Right?

20 A. Yes.

21 Q. And is it also standard procedure for an Ameren
22 Missouri employee to respond to Staff Data Requests as part of
23 the investigation of a Formal Complaint?

24 A. Yes.

25 Q. I'm sorry, I was getting feedback.

1 Is it also standard procedure for Ameren Missouri to
2 provide Staff a copy of account contacts, recorded calls, and
3 copies of bills in response to Data Requests as part of an
4 investigation of a Formal Complaint?

5 **A. Yes.**

6 Q. And Complainant contacted Consumer Services Division
7 at the Commission on May 19th, 2023 to submit an Informal
8 Complaint against Ameren Missouri.

9 Is that right?

10 **A. That's what I have.**

11 Q. And do you have a copy of Exhibit 123-C, which is that
12 Informal Complaint?

13 **A. I believe so.**

14 Q. Okay. Well, I guess: Can you confirm that that is
15 the Informal Complaint that the Division received?

16 **A. Yes.**

17 Q. And as part of that Informal Complaint Complainant
18 informed the Department that he had a Payment Agreement in which
19 he agreed to pay two thousand five hundred dollars on May
20 nineteenth instead of May eighteenth.

21 Is that right?

22 **A. That's correct.**

23 Q. And there was no reference to an alleged down payment
24 due date of May 22nd, 2023 to activate the Payment Agreement as
25 part of the Informal Complaint. Right?

1 **A. Correct.**

2 Q. And you have listened to the recording of the May
3 18th, 2023 call between Ameren Missouri Customer Care Reps and
4 the Complainant which was attached to Exhibit A to Staff's
5 report but also Ameren Missouri Exhibit 104-C-D?

6 **A. Yes.**

7 Q. And were you present in the hearing or listening in to
8 the WebEx hearing last Friday October 6th, 2023 when the May
9 eighteenth call recording was played?

10 **A. I was.**

11 Q. So from your perspective was it made clear to Mr.
12 Felber during that May eighteenth call that the initial payment
13 was due by the end of that day to activate the Payment
14 Agreement?

15 **A. I would agree that it was clear.**

16 Q. Were you also present during the hearing last Friday
17 when the April 13th, 2023 and April 25th, 2023 recordings which
18 are Exhibits 104-C-A and 104-C-B respectively were played?

19 **A. Yes.**

20 Q. So based on those recordings doesn't it appear that
21 Complainant was alleging a different due date for payment back
22 in April as well?

23 **A. Yes.**

24 Q. And in April Complainant identified the alleged
25 different due date as his basis for disputing his bill then.

1 Correct?

2 **A. During the April time period?**

3 Q. Yes, ma'am.

4 **A. Yes.**

5 Q. If I could refer you to Page 6 of Staff's report,
6 Exhibit 200.

7 **A. Okay.**

8 Q. Are you there, Mrs. Fontaine?

9 **A. Yes.**

10 Q. Great. If we look at the top paragraph the first full
11 sentence the report states, please follow along as I read this:
12 Four extensions occurred until Mr. Felber's service was
13 ultimately disconnected on May nineteenth. The next time Mr.
14 Felber stated that he wanted to dispute his bill was on May
15 23rd, 2023 -- I'm sorry. On May 23rd, 2023 telephone call.

16 Did I read that correctly?

17 **A. Yes.**

18 Q. Awesome. So with the four extensions after the April
19 dispute wasn't the alleged due date for the April Payment
20 Agreement dispute resolved?

21 **A. Can you repeat that for me?**

22 Q. Sure. With the four extensions after the April
23 dispute wasn't the alleged due date for the April payment
24 dispute resolved at that point?

25 **A. For the April dispute?**

1 Q. Yes, ma'am. The April dispute.

2 **A. I believe it was resolved by that time.**

3 Q. And so your investigation revealed that Mr. Felber
4 didn't dispute his bill following the May 4th, 2023
5 disconnection notice until after he was already disconnected.

6 Is that correct?

7 **A. Yes.**

8 Q. On June 20th, 2023 Staff was provided the first
9 version of the Pending Payment Agreement confirmation email,
10 Exhibit 8.

11 Is that right?

12 **A. I believe it was a June twentieth EFIS filing.**

13 Q. Okay. And just so we're on the same page if you look
14 at Page 8 of Staff's report -- I believe it's in the bottom
15 section -- there is a bolded heading of 20 CSR 42-40-13060.

16 So does that comport with what you just described as
17 it was June twentieth that Staff received the first version of
18 that email?

19 **A. Yes.**

20 Q. And that email -- which has been marked as Exhibit 8
21 by Complainant and now entered into the record that email,
22 explains that a required payment of two thousand five hundred
23 and nine dollars is needed to activate the agreement. Correct?

24 **A. Yes.**

25 Q. And to your knowledge was any payment made by

1 Complainant on or before May nineteenth?

2 **A. Not to my knowledge.**

3 Q. To your knowledge has Complainant made any payment to
4 Ameren Missouri that hasn't been returned since February of
5 2022?

6 **A. Not based on information in Data Request responses**
7 **from Ameren.**

8 Q. And at the time of Staff issuing its report on July
9 24th, 2023 had Complainant provided any of the other versions of
10 the Pending Payment Agreement confirmation email -- so I think
11 that's Exhibits 9, 10, or 11 -- to Staff?

12 **A. No. The first I saw was on that June twentieth EFIS**
13 **filing.**

14 Q. Do you have a copy of Exhibit 9 with you, Mrs.
15 Fontaine?

16 **A. I believe so. I just want to double check.**
17 **Remind me Exhibit 9, which one that was.**

18 Q. So it's a white background. At the very top right
19 corner it says 7-24-23, 2:24 p.m.

20 **A. Give me just a second and let me see if I can get**
21 **that. Give me just a second, ma'am, to pull that up here.**

22 **That was the one that was filed on June twentieth?**

23 Q. No. I believe Exhibit 8 was what was filed on June
24 twentieth. That's what it's stamped as.

25 Exhibit 9 -- I am not sure what EFIS number -- I think

1 it was actually in July.

2 **A. I just want to make sure I'm looking at the right one**
3 **because there was a few that were --**

4 JUDGE CLARK: This is the watermark Payment
5 Agreement. Correct?

6 MS. GRUBBS: Yes, that's a great way to describe
7 it, your Honor.

8 **THE WITNESS: Okay.**

9 MS. GRUBBS: So across diagonally the first page
10 and second page they have a watermark.

11 **THE WITNESS: Okay. I do have that one in front**
12 **of me.**

13 MS. GRUBBS: Thank you.

14 Q. (By Ms. Grubbs) So Exhibit 9 looks different than the
15 screen shot that Complainant had submitted in June and has now
16 been marked as Exhibit 8.

17 Is that correct?

18 **A. Yes.**

19 Q. So, for example, Exhibit 9 has a white background
20 instead of the black background that was appearing on Exhibit 8?

21 **A. Right.**

22 Q. And then if we look at Page 2 of that document, Mrs.
23 Fontaine.

24 **A. Yes.**

25 Q. Under that blue box there's a series of sentences.

1 The top one is manage your communication preferences, and then
2 if you would go all the way down to the bottom where it says
3 E-3-005.

4 Do you see that paragraph that I'm talking about?

5 **A. Yes.**

6 Q. So do you have Exhibit 10? That would be the
7 September 15th, 2023 [indiscernible].

8 **A. Yes. I believe I do. I think that's the right one.**

9 Q. So up in the upper right corner it would say Friday --
10 or F-r-i, September 15th, 2023 at 2 -- I'm sorry, at 9:22 a.m.
11 Is that right?

12 **A. Yes.**

13 Q. Okay. And this does not have that same watermark on
14 it. Right?

15 **A. Right.**

16 Q. Okay. So the upper right shows that it's Brett Felber
17 at that -- at Mr. Felber's email address, and then a no reply at
18 twilio.com.

19 Did you see that?

20 **A. Yes.**

21 Q. Now, in this document -- Exhibit 10 -- the alleged due
22 date for the required payment is May 22nd, 2023.

23 Is that right?

24 **A. Yes.**

25 Q. And if we look over on the next page, Page 2 of 2 of

1 Exhibit 10, do you see that same paragraph that we talked about
2 where it begins with manage your communication preferences and
3 then it goes all the way down to E-3-005?

4 **A. Yes.**

5 Q. Then Exhibit 11. Do you have a copy of it with you,
6 ma'am?

7 **A. I believe so. Give me just one second.**

8 **I'm sorry, I have a lot of --**

9 Q. Understand. Please take your time.

10 JUDGE CLARK: I think you are muted, Mrs.
11 Fontaine.

12 Q. (By Ms. Grubbs) I saw your lips move, but I didn't
13 hear any audio.

14 MR. KEEVIL: You are muted, Sarah.

15 JUDGE CLARK: I don't think she's muted. I'm not
16 getting a mute thing showed up. I think whatever may be
17 disconnected on her.

18 (Discussion was had off the record.)

19 Q. (By Ms. Grubbs) So the document that you're looking
20 at for Exhibit 11 in the upper right-hand corner does it show
21 Brett Felber at Mr. Felber's email address and then a no reply
22 at twilio.com?

23 **A. Yes.**

24 Q. And then the date underneath that in the upper right
25 area does it say Friday, September 22nd, 2023 at 5:47 p.m.?

1 **A. Yes.**

2 Q. Okay. If we flip to Page 2 of Exhibit 11. You see
3 underneath the blue bottom of the box, bottom of the blue box,
4 that there is that same manage your communication preferences
5 and the multiple sentences down to the E-3-005. Correct?

6 **A. Correct.**

7 Q. So instead there's a blurb on the bottom of Page 2
8 that's highlighted in yellow.

9 Is that right?

10 **A. That's right.**

11 Q. So has Staff been able to confirm the authenticity of
12 Exhibit 9, 10, and 11?

13 **A. No.**

14 Q. Do you have a copy of Exhibit 113-C which, if it
15 helps, is Ameren Missouri's response to DR -- Staff DR 15?

16 **A. Yes.**

17 Q. Do you recognize Exhibit 113-C as a response you
18 received to Staff DR 15 in this matter?

19 **A. Yes.**

20 Q. And in this response Ameren Missouri's representative
21 Aubrey Krcmar lists Ameren's attempts to contact Complainant in
22 advance of the May 19th, 2023 disconnection.

23 Is that a fair summary?

24 **A. Yes.**

25 Q. So recognizing that Complainant appears to contend

1 that he did not receive or potentially did not receive all those
2 contacts listed in Exhibit 113-C if Ameren Missouri completed
3 all of those contacts as listed in the exhibit wouldn't Ameren
4 Missouri have made all required contacts -- contacts that are
5 required under its tariff Commission rules, etc., in advance of
6 the May nineteenth disconnection for non-payment?

7 **A. I would agree with that based on the information**
8 **submitted in this.**

9 Q. And if I could refer you back to your report, Staff
10 Report Exhibit 200 at the top of Page 4 of 13.

11 Are you there, Mrs. Fontaine?

12 **A. Yes.**

13 Q. Excellent. So during your investigation you noted
14 that even though the various call logs are for some of the dates
15 the telephone numbers and calls do not match between the logs
16 presented.

17 Is that right?

18 **A. Correct.**

19 Q. Did Complainant provide you with any further
20 information or clarification of his phone logs?

21 **A. No, not specifically for that.**

22 Q. During your investigation, Mrs. Fontaine, did Staff
23 review Complainant's bills for the account?

24 **A. Yes.**

25 Q. And has Staff been able to find any billing errors in

1 those bills?

2 **A. No.**

3 Q. And just to clarify Staff's investigation did not
4 reveal any clear violation of applicable statutes, Commission
5 rules, or regulations, or the Company's tariffs.

6 Is that right?

7 **A. That's correct. We just had a couple of**
8 **recommendations.**

9 Q. And Staff has not filed any amended report to change
10 that conclusion, and today you didn't make any changes on
11 Direct.

12 Is that correct?

13 **A. That's correct.**

14 MS. GRUBBS: Thank you very much for your time.
15 I have no further questions.

16 JUDGE CLARK: Mr. Felber, do you have any
17 questions for this witness?

18 MR. FELBER: I do.

19

20 CROSS EXAMINATION

21 QUESTIONS BY MR. FELBER:

22 Q. All right. So pertaining to the call logs that I sent
23 from T-Mobile that show -- I guess with the phone number on
24 there.

25 JUDGE CLARK: What exhibit are you referring to?

1 MR. FELBER: It would be -- it will start out
2 with the Informal Complaint process, which we did everything
3 first.

4 JUDGE CLARK: Is this attached to Staff's report
5 or is this something else?

6 MR. FELBER: Yes. It is attached to Staff's
7 report, yes.

8 JUDGE CLARK: Okay.

9 MR. KEEVIL: Does he plan to cross Mrs.
10 Fontaine --

11 JUDGE CLARK: I didn't hear you, Mr. Keevil. Go
12 ahead.

13 MR. KEEVIL: I don't recall the Informal
14 Complaint being actually attached. Mrs. Fontaine can correct me
15 if I'm wrong.

16 JUDGE CLARK: It was not attached I don't
17 believe. I believe that it was offered as an exhibit by Ameren,
18 but other than that no.

19 And while it was -- while Ameren, while Attorney
20 Grubbs questioned about it I thought that was in relation to it
21 as an exhibit and not as an attachment to Staff's report.

22 Q. (By Mr. Felber) Do you see the phone number that it
23 shows directly for it?

24 MR. KEEVIL: Mrs. Grubbs can respond whether or
25 not it was actually attached to Staff report since he has

1 described it as attached to Staff's report.

2 MR. FELBER: It was attached in the regular
3 report as an exhibit.

4 MS. GRUBBS: I do not believe it was attached.
5 The Informal Complaint that's been marked as Exhibit 123-C, I
6 don't believe it was an attachment to Staff's report. There may
7 have been a reference within the Staff report to it.

8 MR. KEEVIL: That's my recollection as well. So
9 I don't know what he's referring to when he says attachment to
10 the report and he calls it Informal Complaint.

11 MR. FELBER: It shows the call logs.

12 JUDGE CLARK: Are you wanting to refer to the
13 Informal Complaint or are you wanting to refer to the call logs
14 or both? Because we can refer to the Informal Complaint but we
15 need to refer to it under the exhibit number that it's admitted
16 under because it doesn't appear to be --

17 MR. FELBER: It should be Exhibit 1, I believe.
18 It was the very first exhibit log that was submitted.

19 JUDGE CLARK: The very first exhibit that was --
20 oh, your Exhibit 1, okay.

21 MR. FELBER: Yes, your Honor.

22 JUDGE CLARK: Okay. And if I remember right that
23 was -- there were, Exhibit 1 was, looked like a phone screen.

24 Is that correct?

25 MR. FELBER: A phone screen, yes. It did have --

1 it did have as well the call log from T-Mobile.

2 JUDGE CLARK: Okay. And the call log from
3 T-Mobile --

4 MR. FELBER: It might have been broken into two
5 different.

6 JUDGE CLARK: I think it was, if I remember
7 correctly. Bear with me just a second. That's Exhibit 14, the
8 T-Mobile call log.

9 MR. FELBER: Yes, your Honor.

10 JUDGE CLARK: Okay. Do you have a -- Mrs.
11 Fontaine, do you have Exhibit 1 which is his -- it looks like a
12 phone screen log?

13 **THE WITNESS: Yes.**

14 JUDGE CLARK: And Exhibit, as I said before I
15 believe, 14 which appears to be a computer printout.

16 **THE WITNESS: Yes. The T-Mobile log.**

17 Q. (By Mr. Felber) Can you go through the log and find
18 any day from May first -- I think I provided through May first
19 and May eighteenth that shows the complete clear log.

20 Do you see any numbers on there relevant to Ameren
21 Missouri actually reaching out to contact me?

22 **A. Part of the concern that I have with these is that it
23 doesn't show full telephone numbers.**

24 Q. It shows to the -- it shows what phone calls, though,
25 are on each and every day. And you would be able to see a

1 corresponding number of 1-800 or it would start off with it.

2 Do you see any phone calls that are -- primarily what
3 I'm looking at is do you see any phone calls from T-Mobile
4 inbound or outgoing from an Ameren phone number or phone calls
5 of that day?

6 MR. KEEVIL: I'm going to object to that because
7 he's just -- like she said it doesn't show the complete phone
8 call or phone number, excuse me. So without that how can she
9 tell what the phone number that was calling in or calling out
10 was?

11 MR. FELBER: Was there a phone call that day --

12 JUDGE CLARK: Hold on. I understand. I think
13 Mr. Keevil is correct there. However, if he wants to instead of
14 saying Ameren because the numbers are not displayed such that
15 this can be given a good correspondence would you rather go
16 with -- I mean if you want to ask about 800 numbers I think you
17 can certainly do that.

18 MR. FELBER: Yes.

19 Q. (By Mr. Felber) Does it show any 800 numbers the
20 day -- the dates that they reached out?

21 JUDGE CLARK: What date is that?

22 MR. FELBER: Anywhere from the sixteenth through
23 the eighteenth.

24 **A. Based on the T-Mobile log that you provided here**
25 **you're into the fourteenth. And those dates I see one on May**

1 **eighteenth at 8:01 a.m. that starts out with an 800 number and**
2 **then a five.**

3 Q. (By Mr. Felber) Correct. That would be their 800-552.
4 Now, does that show as an outgoing or an incoming? Usually
5 outgoing would be in red or green for incoming.

6 **A. I don't have it in color. However, I do notice a**
7 **couple lines from that it shows incoming. So based on that I**
8 **would say it's an outgoing call.**

9 Q. Okay. But, it doesn't show anything for May sixteenth
10 or May seventeenth that Ameren claims?

11 **A. Not based on the criteria that we just covered.**

12 Q. All right. The next thing as far as off of that you
13 were here for Mrs. Krcmar's testimony this morning. Right?

14 **A. Right.**

15 Q. Correct?

16 **A. Yes. I was.**

17 Q. Did she submit any data prior to today letting
18 everybody know one of the things that she said this morning that
19 she went -- whether she said she went into her own emails or
20 anything of that nature and she said she played around with
21 alteration -- she admitted to the Court that she admitted to
22 alteration.

23 MS. GRUBBS: Objection. That's a
24 mischaracterization and misstatement of Mrs. Krcmar's testimony.

25 MR. FELBER: Not really, it shows a foundation

1 basis --

2 JUDGE CLARK: Mr. Felber, there has been an
3 objection made. I'm going to overrule your objection, Mrs.
4 Grubbs. I think I understand where he's going.

5 You're talking about -- Mr. Felber, you're talking
6 about that Mrs. Krcmar indicated that for the purposes of
7 investigation she downloaded some emails and then tried to see
8 how manipulatable those were.

9 Is that what you are referring to?

10 MR. FELBER: Yes.

11 JUDGE CLARK: Is that what you mean when you say
12 altered?

13 MR. FELBER: Correct, yes.

14 JUDGE CLARK: Then I'm going to overrule the
15 objection. You can answer the question, Mrs. Fontaine.

16 **A. I was not aware of that prior to today.**

17 Q. (By Mr. Felber) In the terminology of the Staff
18 report which I brought up earlier where in the report does it
19 say under Staff that it is an actual -- a payment, a Pending
20 Payment Agreement?

21 Where does it say -- on the template that they send
22 out in their emails where does it say at all that it should --

23 MR. KEEVIL: I'm going to object to that. That's
24 a total mischaracterization of the report as well as what Mrs.
25 Fontaine said earlier.

1 The report as she explained goes through, you know, if
2 you believe Ameren's position this, if you believe Mr. Felber's
3 position then that. And the report itself on that section that
4 we were looking at when she was doing Direct testimony states
5 quite clearly that the Staff had submitted a Data Request to the
6 Company requesting a copy and, therefore, it shows that we
7 didn't have it when we did the report so it ain't in the report,
8 we didn't have it. He's just making whatever up that he wants
9 to out of what is there.

10 JUDGE CLARK: Well, I don't get that impression.
11 I feel that he may be cherry-picking it for pieces that are
12 helpful to his case. But, I understand what you are saying.
13 When you talk about that you're basically saying at the time --
14 I believe Staff did say that whether or not a violation occurred
15 would be largely determined by how the Commission resolves
16 conflicting evidence. And so what you're saying is that Staff's
17 report points out that there's conflicting evidence without
18 necessarily making a judgment as to what that evidence, which
19 evidence is correct.

20 Is that correct?

21 MR. FELBER: Yes, your Honor. I'm sorry.

22 JUDGE CLARK: No. I was asking Mr. Keevil.

23 Is that where we're getting to?

24 MR. KEEVIL: Well, it sounded to me like he was
25 saying that Staff's report says that the Ameren has a template

1 that says X, Y, and Z or whatever. And like I said the quoted
2 portion at the top of Page 10 clearly says at the time of the
3 report Staff had in submission to Ameren a Data Request for
4 payment template. But, we didn't have a template at the time.

5 So for him to ask where in the report our example of
6 the template is is a complete mischaracterization of what it
7 says.

8 JUDGE CLARK: Okay. That would be absolutely
9 right. And I would agree with that.

10 That's not the question I heard him ask. Maybe I
11 misheard. I thought his question was where in Staff's report
12 does it say that it's a Pending Payment Agreement.

13 MR. FELBER: Correct.

14 JUDGE CLARK: Is that your question? Or is Mr.
15 Keevil more correct?

16 MR. FELBER: Yes. That was the question, yes.
17 Where does it say in the agreement exhibits that I presented or
18 even the original JPEG that was submitted, where does it say
19 Pending Payment Agreement?

20 JUDGE CLARK: Were all those items available? I
21 know the twentieth one was. Yes. All those items were
22 available.

23 Yeah, you can answer that question.

24 Go ahead. I interrupted.

25 **A. So I wanted to make sure I understood. So you're**

1 asking in the Staff report where I addressed about a Pending
2 Payment Agreement, is that correct?

3 Q. (By Mr. Felber) I'm asking you in the submitted
4 documents --

5 JUDGE CLARK: Let me, and if you don't like --
6 did Staff ever make a determination as to whether there was a
7 pending agreement or an agreement?

8 A. I think what I mentioned in our report was that there
9 was some differing things out there as far as what is considered
10 pending. A Pending Payment Agreement versus an actual Payment
11 Agreement.

12 What I will say is based on all the information that I
13 received from Ameren as far as the past payment agreements that
14 have been set up versus payment agreements that have been
15 offered to Mr. Felber it is clear based on that that there is a
16 difference between a Pending Payment Agreement and an actual
17 Payment Agreement.

18 So that would be my answer for that.

19 Q. (By Mr. Felber) Okay. Thank you. I appreciate that.

20 May eighteenth. May eighteenth this audio that
21 surrounds everything you were listening to that. Can you
22 explain -- I mean can you explain where you ever heard what date
23 the date of the payment, what time of the payment, when it had
24 to be -- we do hear that the payment was eventually, you know,
25 whatever. Would agree. But, there was a date, how much the

1 amount was and the date of the Payment Agreement, and when the
2 date of the Payment Agreement had to be exhibited and what --
3 not exhibited, but when it was, had to be due?

4 Is there any date that specifies May eighteenth, etc.
5 in that tape that was played on Friday that they, is there
6 anything in there that conclusively that says you agree to this
7 amount on this date at this -- correct?

8 **A. So when I put in a Data Request for all recorded phone**
9 **calls I received a list back from Ameren of over a hundred phone**
10 **calls and each of those have a date associated with them. So**
11 **that's what I would conclude based on the dates that were**
12 **provided that that phone call occurred on May eighteenth. And**
13 **it says within that phone call that the payment is required**
14 **today. So that's what I took that from was that list that was**
15 **provided to me.**

16 **Q. Okay. But, what I'm asking you it doesn't say that**
17 **it's due on May eighteenth. Correct? Nowhere does it state the**
18 **amount that's due or anything of that nature. Correct?**

19 **A. You're speaking about the phone call specifically?**

20 **Q. Yes, ma'am. I'm speaking about the phone call**
21 **specifically.**

22 **JUDGE CLARK: And for clarification I believe**
23 **we're talking about Confidential Exhibit 104-D.**

24 **MR. FELBER: Yes.**

25 **A. I would agree that during the phone call it does not**

1 **specifically say May eighteenth.**

2 Q. (By Mr. Felber) Okay. Thank you.

3 All right. Let me go on to I guess the exhibits that
4 Ameren submitted. Let me get them here, sorry.

5 In any exhibits pertaining to any billing -- I like
6 the notes that are put in here. These are great notes. They're
7 wonderful notes.

8 However, I'm missing notes in the first set of
9 exhibits --

10 JUDGE CLARK: Wait. You jumped ahead and you
11 haven't told me what you are talking about. What's the document
12 you're looking at?

13 I can't look at notes if I don't know what document
14 I'm looking at.

15 MR. FELBER: It would be the first set -- it
16 would be right under the Complaint, the actual original
17 Complaint that was filed. It would start with Page 1, 12:53.
18 It would show my account number and everything. They have
19 highlights and everything to them.

20 JUDGE CLARK: Hold on just a second. This was
21 attached to Staff's report?

22 MR. FELBER: No. This was actually from the
23 Ameren report.

24 JUDGE CLARK: Do you have an exhibit number?

25 MR. FELBER: I do have an exhibit number. I

1 didn't save it in download; I just kept it as an email. It
2 would be I believe -- yes. 102-C. All field notes.

3 JUDGE CLARK: Okay. Yeah. All right.

4 Mrs. Fontaine, do you have a copy of that?

5 **THE WITNESS: I do.**

6 Q. (By Mr. Felber) All right. So they're great notes,
7 no doubt about. However, where in those notes do you see if
8 there was any billing issue or explanation that was needed?

9 Where do you see anything that was actually inserted
10 by Ameren or any of the representatives that said minus the
11 venting or anything like that, where they reached out -- if I
12 had a dispute where they reached out to try to mutually resolve
13 any billing dispute with me?

14 **A. Are you talking about in the whole like five years of**
15 **notes that are here or anything specific?**

16 MR. KEEVIL: Judge, I'm going to object to that
17 given the volume of the notes. They're in the record. They
18 speak for themselves. Everybody can read them as Exhibit
19 whatever they are.

20 I don't think Mrs. Fontaine should have to sit there
21 for the next hour and a half and read through whatever number
22 notes Mr. Felber wants her to read through.

23 Q. (By Mr. Felber) Okay. If I go down to --

24 JUDGE CLARK: Mr. Felber, let me ask you this
25 because there has been an objection made. Is there a particular

1 note that you want to refer to or are you referring to the notes
2 as a whole?

3 MR. FELBER: Their notes and complaints. Any
4 complaint that was filed do they see anything interactively when
5 they were skimming through the notes that shows Ameren reached
6 out to explain this is why this dispute or mutually binded into
7 anything of saying hey, we've tried to resolve this with the
8 customer.

9 JUDGE CLARK: Mrs. Fontaine, based on the best of
10 your recollection do you recall any evidence that at any point
11 relating during this current complaint process dating to a few
12 days before May 18th, 2023 until now, do you recall any points
13 at which Ameren reached out to Mr. Felber to try and resolve
14 things?

15 THE WITNESS: So I didn't see in the account
16 notes -- which is what we're looking at right now, I did not see
17 that in there.

18 However, I will say based on recorded telephone calls
19 that I listened to they did respond to Mr. Felber about
20 complaints or disputes that he had in the telephone calls.

21 JUDGE CLARK: Okay. I think that's sufficient.

22 On the basis of that I'm going to overrule your
23 objection, Mr. Keevil.

24 MR. KEEVIL: Okay.

25 Q. (By Mr. Felber) One second. All right. So going to

1 Ameren's logs did they provide you any copies of actual -- I
2 know they use an outside vendor broadcast company and
3 everything. Let me go into which exhibit it is. That would
4 be -- I'm sorry, there is just a lot of account notes to feed
5 through.

6 JUDGE CLARK: Take your time, Mr. Felber.

7 MR. FELBER: It would be in MO MPSC 0008.

8 JUDGE CLARK: Okay. That is -- you are talking
9 about Exhibit 108-C?

10 MR. FELBER: Yes, yes, your Honor.

11 JUDGE CLARK: I don't believe that's been
12 admitted onto the Hearing Record.

13 MR. FELBER: Oh, it wasn't.

14 JUDGE CLARK: Not according to me.

15 MS. GRUBBS: That's consistent with my
16 understanding as well.

17 MR. FELBER: Okay. It wasn't admitted.

18 JUDGE CLARK: Is Ameren wanting that admitted?

19 MS. GRUBBS: We had not planned on it, but I
20 don't believe we have any objection to it either.

21 JUDGE CLARK: So you have no objection to it?

22 MS. GRUBBS: If you want to offer it we would not
23 object.

24 JUDGE CLARK: Do you want to do that, Mr. Felber?
25 If you want to talk about the exhibit specifically

1 with the -- I mean you can talk about it, I think you can
2 probably ask questions based on it. But, if you want to ask
3 questions based on it and have the exhibit for a reference it
4 will have to be admitted on the record.

5 MR. FELBER: Just the questions I would like to
6 ask on it.

7 Q. (By Mr. Felber) Did you notice any discrepancies that
8 were actually on the exhibit on Page 2?

9 For example, you go into the --

10 JUDGE CLARK: Now you're referring to it as an
11 exhibit and you're asking questions with particularity about
12 what it says rather than more general questions.

13 If that's the case I think it ought to be on the
14 record to discuss. So any objection to admitting Exhibit 108-C
15 to the Hearing Record?

16 MR. KEEVIL: Let me look at it a little more
17 closely.

18 JUDGE CLARK: Please, take your time.

19 MR. FELBER: Go ahead?

20 JUDGE CLARK: I'm waiting for Mr. Keevil to tell
21 me that he has had an opportunity to look at it to see if he has
22 any objections he wants to make.

23 MR. KEEVIL: Okay. No. That's okay. Go ahead.

24 JUDGE CLARK: All right. Mr. Felber, hold on a
25 second.

1 So, Mr. Felber, are you offering Exhibit 108-C?

2 MR. FELBER: Yes, yes, your Honor.

3 JUDGE CLARK: Exhibit 108-C is admitted onto the
4 Hearing Record.

5 Q. (By Mr. Felber) So what they sent you right here is a
6 batch there's a blank -- and I would assume they left it blank
7 for whatever purposes. It doesn't have the letter type, return
8 phone, etc. However, they say the time that it was done was at
9 1:16:32. There's different things right here. However, if you
10 go up to the top where it says 5:18.

11 JUDGE CLARK: Mr. Felber, we are looking at Page
12 2 of this exhibit. Right?

13 MR. FELBER: Yes, your Honor.

14 JUDGE CLARK: Okay. And these are the series
15 where it says name it says batch. Correct?

16 MR. FELBER: Yes, your Honor.

17 JUDGE CLARK: Okay. I just wanted to clarify
18 what page we are looking at so there is no confusion later.

19 Mrs. Fontaine, do you have that up?

20 **THE WITNESS: I do.**

21 JUDGE CLARK: Go ahead, Mr. Felber. I'm sorry to
22 interrupt.

23 MR. FELBER: That's all right.

24 Q. (By Mr. Felber) So it says on all these things here
25 5-18 -- and I use a vendor just like Message Broadcast as well,

1 too, for one of my businesses. Great company, they are probably
2 better than -- and I'm not trying to avert off. They are a very
3 good company. However, I do know they give you the initial time
4 that the phone call was made. Up here it says 1:15 p.m. the
5 phone call and that -- they start it by the time. They batch
6 that out. However, down in these other fields it shows the
7 batched phone calls were not batched out at this 1:15 p.m. time
8 and it has some that were batched at 1:16.

9 JUDGE CLARK: Point me to where, please.

10 MR. FELBER: Right here on account communication
11 history.

12 JUDGE CLARK: Uh-huh.

13 Q. (By Mr. Felber) Right here it shows answering machine
14 on 5-16 but it shows SMS and SMS. It doesn't show an actual
15 phone call was delivered at 1:15 and more or less -- merely
16 there was an SMS that was sent at 1:16.

17 Is this -- did they provide any other accurate log
18 that shows a detail instead of a profile build of my account?

19 JUDGE CLARK: And there is the question.

20 **A. I'm trying to recall. I know there was some other**
21 **Data Request responses about contacts that were made prior to**
22 **disconnection. So I don't -- I'm not sure if I fully recall all**
23 **of that. So I'm not sure if they did or not.**

24 Q. (By Mr. Felber) I would think they would have it
25 under the account and the customer, the care tool of everything.

1 I would think they would be wanting to show a history that shows
2 hey, we did -- this is this. It almost looks like -- would you
3 agree with me it almost looks like somebody typed in a date
4 right here but they left sufficient information out that shows,
5 that contradicts that piece of paper?

6 And how do we know that this is Message Broadcast?

7 MR. KEEVIL: Judge, I'm going to object to that.

8 Judge, mainly he's testifying again rather than asking
9 questions of Mrs. Fontaine.

10 MR. FELBER: Okay. That's fine. That's
11 perfectly fine. We get the point where I'm asking -- I guess
12 what I was asking. Correct?

13 JUDGE CLARK: Why don't we nail it down because I
14 want to see. We got to where I saw there was a question and
15 then we kind of did a wide loop away from it.

16 MR. FELBER: This actually does not show an
17 actual call history that was labeled out, and if there's any
18 call history that was labeled out right here in the right hand
19 it says 1:15 but then there's two SMS at 1:16. Not the time
20 that they're describing that they placed the call.

21 So what Message Broadcast does when you send out a
22 big --

23 JUDGE CLARK: Again you're testifying there. We
24 need to stick to questions at this point.

25 MR. FELBER: I know.

1 JUDGE CLARK: So what's the question that's in
2 here? The question is did Staff take this to be a complete call
3 log? Is that the question?

4 MR. FELBER: Correct, yes.

5 **A. So I'm definitely not an expert on the Message**
6 **Broadcast. That might be a better question for Ameren, I think.**
7 **I'm not sure what all is typically included, you know, in this**
8 **5-18 batch process.**

9 JUDGE CLARK: Well, if I look at the bottom and
10 -- am I correct it says one of total ten pages. Correct?

11 **THE WITNESS: That's correct.**

12 JUDGE CLARK: So that would indicate there's
13 substantially more there. But, what you're telling me is this
14 is not a program you're familiar with and you can't speak to it
15 being a complete call log.

16 Is that correct?

17 **THE WITNESS: That's correct.**

18 JUDGE CLARK: Okay.

19 MR. KEEVIL: Well, Judge, she is -- it was
20 answering the question that was asked in the Data Request. They
21 asked to give us a complete call log. The Data Request says
22 please provide the document showing Ameren made attempts to
23 contact the Complainant prior to disconnection on May 19th,
24 2023. That's what this is in response to. I mean it's shown
25 right there on the Exhibit 108-C itself what the question was.

1 So I mean you have to -- when you are looking at
2 responses you have to look at the responses in relation to the
3 question to which they are supposedly responding in order to
4 understand what they are.

5 JUDGE CLARK: I would agree with that to
6 understand what they're responding to. But, I would also agree
7 that oftentimes there is inadvertent information that is useful
8 to other questions that may not have been asked by Staff.

9 In this case I see what Mr. Felber is trying to ask.
10 I just don't see it as complete enough to give a meaningful
11 answer.

12 And Mrs. Fontaine has indicated that she's not
13 familiar with their messaging system, so I don't think she's
14 qualified to ask. So I think we can end that line of
15 questioning there.

16 I didn't -- I can't remember, Mr. Keevil, if you made
17 an objection or whether you were just bringing something to my
18 attention there. But, yeah. I would agree that the information
19 was compiled to respond to a particular question asked by the
20 Staff of the Commission.

21 MR. KEEVIL: Okay. That's good enough.

22 Q. (By Mr. Felber) And then my last one would go
23 under -- I'm sorry. It's under number MPSC 0027.

24 JUDGE CLARK: All right. And that is Exhibit
25 119-C.

1 MR. FELBER: Yes, your Honor.

2 JUDGE CLARK: That has been admitted on the
3 Hearing Record. All right. And this is -- it's for the
4 information of record.

5 This is in response to the Payment Agreement.
6 Correct?

7 MR. FELBER: Correct, yes.

8 JUDGE CLARK: Okay. Go ahead with your
9 questions.

10 Q. (By Mr. Felber) Notice --

11 MR. KEEVIL: What number are we on -- Judge,
12 again, what exhibit number are you on?

13 JUDGE CLARK: I am on Exhibit 119-C.

14 MR. KEEVIL: Thank you.

15 JUDGE CLARK: Which is Staff Data Request 27.
16 And I think this goes directly to -- I think the question is the
17 May 22nd, 2023 due date.

18 MR. FELBER: Correct, your Honor.

19 Do you want me to go ahead?

20 JUDGE CLARK: Yes. You may ask your question.

21 Q. (By Mr. Felber) Something in I guess the Data Request
22 that you could have asked because Ameren says it's a Pending
23 Payment Agreement and it's a Payment Agreement. If you look
24 down on contact type it says Pending Payment Agreement.

25 Was Ameren ever questioned on why it's kind of

1 conflicting in that system of it?

2 **A. I think that it's my understanding that Ameren**
3 **believes that pending payments -- payment agreements are what**
4 **they are before someone has actually made the down payment**
5 **required in order for it to actually become a full Payment**
6 **Agreement.**

7 So, again, you know, I can't speak for Ameren and what
8 the different types are there. But, I would say this would be
9 something that would go in in a situation where they've offered
10 a Payment Agreement, but the down payment hasn't been received
11 yet.

12 Q. Okay. All right. And then on -- the other part of it
13 I'll ask did anybody in the IT Department -- when the documents
14 get sent in to you guys do you guys have anybody in the IT
15 Department that internally like, for example, when they coded
16 all of this in on Page 2 of everything, what shows -- does
17 anybody from IT look at it and see if there's any discrepancies?
18 Such as we have my primary email address in it, but Ameren
19 doesn't even have their own email address on it. So there would
20 have been no way the email would have come out, it would have
21 been bounced back because there was an invalid field.

22 Do you guys have anybody there with the Public Service
23 Commission that actually overviews stuff like this or not
24 really? I mean --

25 **A. Not to my knowledge.**

1 Q. All right. And can you confirm if this is a Sendgrid
2 copy or is this -- I mean can you authenticate that this is from
3 Sendgrid or not?

4 A. No. I'm -- like I said I can only go off of what they
5 submitted in their response here.

6 Q. All right.

7 MR. FELBER: I believe that would be pretty much
8 it. I appreciate it.

9 JUDGE CLARK: Okay. Are there any Commission
10 questions at this point? I hear none.

11 I have a few questions and then I'll give an
12 opportunity for any Redirect questions based upon.

13

14

15

EXAMINATION

16 QUESTIONS BY JUDGE CLARK:

17 Q. In regards to a -- is Ameren to your knowledge the
18 only utility that requires a payment to activate a Payment
19 Agreement?

20 A. Not to my knowledge. I believe that that's the case
21 for other utilities as well.

22 Q. Now, in Staff report somewhere where it says whether
23 or not there's a violation it's largely dependent on how the
24 Commission resolves conflicting evidence.

25 What conflicting evidence with particularity was Staff

1 referring to?

2 **A. In regards to whether it should be considered a**
3 **Payment Agreement versus a Pending Payment Agreement.**

4 Q. Is that the conflicting evidence? Is that --

5 **A. I think that --**

6 Q. It just said Staff's -- I believe it just said whether
7 or not a violation has occurred largely depends on how the
8 Commission resolves conflicting evidence.

9 Is that the conflicting evidence that Staff was
10 referring to around the Payment Agreement?

11 **A. Right. I think what was conflicting was what Mr.**
12 **Felber submitted for the Payment Agreement with that due date**
13 **versus what was submitted by Ameren for their due date, that was**
14 **the conflict.**

15 Q. Okay. To ask you a hypothetical if Mr. Felber gets on
16 the phone with Ameren on May eighteenth and they reach an
17 agreement and he's told on the phone call on the eighteenth that
18 he has to make a payment that day. And then later that same day
19 he receives an email and let's say that email says that he is to
20 make a payment on 5-22. And in either event it's to activate
21 the agreement.

22 If that's the case if eventually that's what happens
23 does Staff have a view on whether or not a violation occurred?

24 MR. KEEVIL: Judge, are you asking Mrs. Fontaine
25 the legal effect of the hypothetical that you have posed or are

1 you just simply asking have Staff to Mrs. Fontaine's knowledge
2 run into that situation or something similar previously with
3 regard to another customer?

4 Because with all due respect I don't --

5 JUDGE CLARK: I'm probably asking the one I
6 should have asked is the correct answer there. So give me a
7 second and let me think if there is a different way of doing
8 this.

9 But, I would agree. So you are asking if I am asking
10 Staff their legal conclusions so I don't have to make my own and
11 the answer is no, I was trying to probe Staff's opinion because
12 that's what we do in recommendations is ask, you know, whether
13 or not Staff has an opinion on this. And oftentimes they'll put
14 it forth and this time they said well, it depends largely on
15 this evidentiary set-up and laying out that evidentiary set-up.

16 But, I will withdraw my question. I don't have any
17 problem doing that. I think that's probably appropriate.

18 So your objection is sustained.

19 Q. (By The Court) Is Staff of the view that this is a
20 pending agreement and not an agreement -- is Staff of the view
21 that it is a pending agreement and not an agreement until the
22 initial amount is paid?

23 A. Yes.

24 Q. Okay.

25 JUDGE CLARK: Those are all the questions I have.

1 Is there any Redirect from Staff?

2 MR. KEEVIL: Very briefly, Judge.

3

4

5 EXAMINATION

6 QUESTIONS BY MR. KEEVIL:

7 Q. Mrs. Fontaine, if I could have you look at I believe
8 it was Exhibit 108-C that Mr. Felber asked you about. Actually
9 I believe Mr. Felber wound up offering it as his exhibit even
10 though it was initially provided as an Ameren exhibit.

11 Do you have 108-C?

12 **A. Yeah. Let me get to it real quick.**

13 Q. Actually, Mr. Felber, I misspoke. Before he was
14 asking you about 108-C he was asking you about Exhibit 1 and
15 Exhibit 14 from Ameren.

16 Do you have those?

17 JUDGE CLARK: And I think you mean Mrs. Fontaine.

18 MR. KEEVIL: I'm sorry, yes. Mrs. Fontaine.

19 **A. It was Exhibits 114 of Mr. Felber or --**

20 Q. (By Mr. Keevil) Yes. They were Mr. Felber's. Those
21 were Mr. Felber's exhibits and they were basically the call
22 logs.

23 **A. Yes.**

24 Q. I objected to them because of the complete number
25 wasn't there.

1 Do you remember that?

2 **A. Yes.**

3 Q. Okay. Now, if you look at -- on those call logs of
4 Mr. Felber's on Exhibit 1 of 14 do those show any text messages
5 or are those just voice calls or can you tell?

6 MR. FELBER: It would show --

7 **A. I believe these are just telephone calls.**

8 MR. FELBER: If it shows up as a data it would
9 show data.

10 JUDGE CLARK: Mr. Felber, nobody has a question
11 for you at this point.

12 MR. FELBER: Oh, I'm sorry.

13 JUDGE CLARK: Thank you.

14 Q. (By Mr. Keevil) Okay. Now, Mrs. Fontaine, if I could
15 have you flip back to the exhibits which were initially sent in
16 by Ameren, it's 108-C I believe from Ameren.

17 **A. Okay.**

18 Q. Now, there's those two pages, the first two pages, the
19 ones that Mr. Felber was asking you about. Said Page 1 of 2 and
20 then Page 2 of 2.

21 **A. Yes.**

22 Q. And then if you keep going, keep flipping through the
23 pages; although it doesn't say a page number at the bottom of
24 the page the next sheet of paper also says Exhibit 108-C.

25 Do you see that?

1 **A. Okay.**

2 Q. Do you see in that page in the upper right-hand corner
3 it says Confidential, and then it has a Commission Rule number,
4 and over on the left margin up at the top it says customer
5 number which I won't read, and then it says status answering
6 machine sent date May 16, 2023, 1:01 p.m.

7 Do you see where I am?

8 **A. Yes.**

9 Q. Okay. Now, that paragraph under the send date what
10 does this -- what is this sheet of paper?

11 **A. My understanding is this is the message that is played**
12 **whenever these phone calls are sent out by Ameren to notify the**
13 **customer that they're up for disconnection.**

14 Q. Okay. So this is the notice that was sent by Ameren
15 -- telephone notice that was sent by Ameren that disconnection
16 was imminent.

17 Is that correct?

18 **A. Correct.**

19 Q. And if you go to the next page there is another
20 similar document dated May eighteenth.

21 Do you see that?

22 **A. Yes.**

23 Q. Is that also a disconnection notice that's played when
24 the -- when they get the answering machine?

25 **A. I think it's whether they get an answer or it goes to**

1 **an answering machine. I think this is the message that comes**
2 **through.**

3 Q. Okay. This is the auto message, the robo message or
4 whatever you want to call it, that is played for a disconnection
5 notice?

6 **A. Yes.**

7 Q. Okay. Mr. Felber was also asking you questions about
8 when Staff receives a response to Data Requests does Staff have
9 the IT Department -- I assume the Staff IT Department look at
10 those responses to see how they're coded or something along that
11 nature.

12 Do you recall that line of questioning?

13 **A. Yes.**

14 Q. Now, is it true that when Staff receives DR -- when I
15 say DR you understand that to mean Data Request. Correct?

16 **A. Yes. I do.**

17 Q. Okay. When Staff receives DR responses it receives
18 those through its -- what we call EFIS system?

19 **A. Yes.**

20 Q. And that the manner in which responses are submitted
21 into EFIS is governed by EFIS. Correct?

22 **A. Yes.**

23 Q. So I mean if Ameren wanted to re-code something it
24 couldn't -- it would have to do it before it tried to submit it
25 into EFIS. Correct?

1 **A. I believe so.**

2 Q. In other words, they couldn't -- Ameren or any
3 utility, not thinking of Ameren here or Mr. Felber. I'm not
4 thinking of anyone. But, anyone who wanted to re-code something
5 before they submitted it into EFIS as a Data Request, I mean
6 they couldn't just re-code EFIS to make it appear the way they
7 wanted it to. Correct?

8 **A. I don't believe so, no.**

9 Q. Going back to that Exhibit 108-C, Mrs. Fontaine, what
10 was the question in which Staff received this response or do you
11 remember?

12 **A. I've got it here. Give me just a second.**

13 **So there were several parts. The first was please**
14 **provide the documentation showing Ameren made attempts to**
15 **contact the Complainant prior to disconnection on May 19th,**
16 **2023.**

17 **The second was what system or program does Ameren use**
18 **to make phone calls to its customers.**

19 **The third was how does that system or program document**
20 **phone calls and interact with the company's telephone provider.**

21 **And the last was what is the telephone number that a**
22 **customer may see displayed on their phone when Ameren is calling**
23 **to advise a customer of a proposed discontinuance.**

24 Q. All right. And if you go back to the first response,
25 that would be the first sheet of Exhibit 108-C, does Ameren have

1 -- on that sheet do they state that the answering machine was
2 reached twice and that on 5-16 and 5-18 a twenty-four hour
3 disconnect call was made?

4 **A. So it does show that, yes. It looks like answering**
5 **machine was reached twice on 5-16. And then it looks like on**
6 **5-18 the twenty-four hour disconnect call was made and there was**
7 **a live answer.**

8 MR. KEEVIL: All right. I think that's all the
9 questions I have, Judge. Thank you.

10 JUDGE CLARK: Thank you.

11 Any final questions, Mr. Felber, based upon
12 Commission -- well, bench questions and redirect?

13 MR. FELBER: No, your Honor.

14 JUDGE CLARK: Ameren?

15 MS. GRUBBS: No, your Honor. Thank you.

16 JUDGE CLARK: Mrs. Fontaine, I have no further
17 questions. You may step down. Thank you very much.

18 **THE WITNESS: Thank you.**

19 JUDGE CLARK: As I indicated before I am not
20 going to be ordering briefs, and in lieu of that I am going to
21 allow each party to make a short Closing Statement should they
22 so choose.

23 Similar to Openings it's just basically -- while
24 Closing Statements are not actually evidence they may, in fact,
25 give the Commission an eye as to how you see the evidence being

1 in your relative favor and why you think that the Commission
2 should rule for your particular party.

3 With that in mind, Mr. Felber, you have the burden in
4 this case. It's your burden to show that you are more than
5 likely -- that it is more than likely that Ameren committed
6 violations of the Commission's rules, tariffs, etc.

7 So with that in mind you can make your Closing
8 Statement.

9 MR. FELBER: All right. Thank you.

10

11 CLOSING STATEMENT ON BEHALF OF COMPLAINANT

12

13 MR. FELBER: First and foremost, I want to thank
14 the Commission and everybody for being here today to hear my
15 complaint and the surrounding details of my client complaint.

16 **A hundred and forty-four days of disconnected service**
17 **is no fun. While I have unorthodox stuff and, you know,**
18 **requested a demand I believe I have shown a hundred percent that**
19 **I've taken the effort to try to work things out with Ameren**
20 **Missouri. Unfortunately, they have during the course of it**
21 **denied that opportunity.**

22 I believe and trust what I have given in my Complaint
23 is accurate details which accurately pinpoints how in which
24 Ameren abused the Payment Agreement process, illegally
25 disconnected services, and under their own admission in the

1 Staff report admitted failed to mail a disconnect letter.

2 Something else I'm going to point out that I already
3 have typed up, but I brought it up while I was actually on lunch
4 break. At the beginning of today when we were going over the
5 Evidentiary Hearing Mrs. Krcmar, of the Regulatory Department,
6 admitted that she personally went into emails, whether they were
7 her own emails or in discovery or any nature of that, explored
8 altered documents to see how the process works and how it is
9 done. So she has clearly admitted in filing right here in front
10 of the Commissioners and the Staff and in front of her own
11 counsel that whether -- she says they're her own emails. How do
12 we not know that Ameren -- since they've already admitted to
13 alteration -- has gone in here to some of these documents that
14 they have supplied or failed to supply and edited or altered
15 their images to try to make their case look better?

16 Any time I try to reach out to Ameren Missouri to make
17 a complaint or try to agree to a process here is exactly what
18 happened. I had false Police reports made against me. I had
19 false Police reports made against me by Ameren Missouri and
20 their counsel. I will not say his name. He knows who he is.
21 And hopes to get me -- to get me arrested. These are scare
22 tactics that they've also done in 2011 against me and they tried
23 to do in 2018 and almost in 2023 to my business. But, in each
24 one those government officers took down all the supplying
25 information and went along their way. Those officers could have

1 spent more time dealing with actual real crimes that were
2 occurring.

3 MS. GRUBBS: Objection. This is so far beyond
4 the scope of the Complaint and --

5 MR. FELBER: You guys did it.

6 MS. GRUBBS: -- and any testimony that's been
7 provided. This is irrelevant and argumentative. Thank you.

8 MR. FELBER: It explains what you guys have
9 done --

10 JUDGE CLARK: Mr. Felber, hold on.

11 Thank you, Mrs. Grubbs. I'm going to overrule your
12 objection and allow Mr. Felber to continue.

13 MR. FELBER: They have not been satisfied with
14 each agreement that I have given that contradicts everything
15 that they have stated. They've offered mere excuses throughout
16 the whole process and prior to the process.

17 I have emailed them to try to go ahead and make
18 resolutions and they have failed to respond.

19 They also have been what's been a manipulation of how
20 they can utilize the system when in a Payment Agreement compared
21 to Pending Payment Agreement. This allows them to manipulate,
22 even though it's written by their own party and their
23 advertising companies, how they have it designed in a way to
24 manipulate how they disconnect services.

25 I was led upon the assumption during my Informal

1 Complaint that if I sent over my call logs that Ameren was going
2 to go ahead and restore services. I was told on the formal site
3 to send that. As a usual tactic Ameren went into their ghost
4 mode where they failed to respond back, which then I was told to
5 move forward and file a Formal Complaint with them.

6 Ameren even states in Page 10 of the Staff report that
7 they failed to send out a disconnect notice, certify that, or
8 any of it. They have spent so much time trying to cover up the
9 main subject agreement of this that in their own reports in
10 stating they've admitted other admissions and errors such as on
11 Page 10 with failing to send out a disconnect letter.

12 It is up to the Commission and the Honorable Judge
13 Clark to take what's factual and what's nonfactual.

14 You have a copy of a phone call record from T-Mobile,
15 pictures of technicians not wearing several the badges as
16 required in the statutes, accessing the demand letter, several
17 copies of payment agreements.

18 We didn't talk much about the medical hardship, but
19 there was an email that was listed in there.

20 I ordered to set up a conference call between the
21 parties to offer them Sendgrid's information and Twilio in which
22 they declined to. They misused government agencies to have me
23 arrested so I would drop my complaint. As compared to showing
24 spreadsheets of how they utilize a program and make an excuse
25 for a Payment Agreement which in all -- is a Pending Payment

1 Agreement in all actuality on any wording it's an actual Payment
2 Agreement -- and those aren't my words, those are the words.
3 You see Ameren's email address on each and every single one of
4 those documents. And then on top of that, again, as I'll
5 reiterate Mrs. Krcmar admitted -- the first thing that she said
6 this morning she went in for investigative discovery purposes to
7 alter emails. Right there is admitting that you have gone on to
8 try to find ways -- now we can't trust really anything that they
9 have given. How do we not know any of the exhibits or documents
10 they have requested have been altered under her own admission
11 because they wanted to see how alteration works?

12 This is a company that abused the process and it's up
13 to you guys. But, a hundred and forty-four days I -- it's hard
14 to be, being the way you are you have to stay strong in
15 everything and I hope everybody that is here listening to this
16 today can understand everything that has gone on. Nobody should
17 be without service for a hundred and forty-four days, let alone
18 it's the only provider that gives service in the area.

19 However, the provider does not want -- puts the
20 responsibility on the burden of the customer. Even when the
21 customer wants to come to a resolution in their reports they
22 didn't offer any resolution to the billing. The closest that we
23 got to it was Mrs. Grubbs last Friday when she said there's a
24 hibernating period. Nobody through Customer Service offered
25 those explanations. Nobody through Customer Service, not even

1 Regulatory prior to that. Should I have to deal with
2 inaccuracies for a hundred and forty-four days? And then on top
3 of that hear that the Respondents sat there altering
4 documentation. We cannot at this point -- that's disturbing to
5 me to find out with all the claims they based against me.
6 However, they've sat here for a hundred and forty-four days,
7 which in all terms could have possibly altered numerous of their
8 own documents under their own admission.

9 I appreciate, again, being able to take the time to
10 get this. And I hope the Commission and the Honorable Judge
11 Clark take time to review this and agree with me the Complainant
12 and see that violations did occur and that Ameren needs to
13 restore services. Thank you.

14 JUDGE CLARK: Thank you, Mr. Felber.

15 Would Ameren like to make a Closing Statement?

16 MS. GRUBBS: Yes. Thank you so much, your Honor.

17
18 CLOSING STATEMENT ON BEHALF OF AMEREN

19
20 MS. GRUBBS: May it please the Commission.

21 This has been a longer than expected hearing, so Ameren Missouri
22 really appreciates the opportunity to present this Closing
23 Argument to summarize the evidence that's been presented over
24 the last two days of hearing.

25 And the overall headline for all the evidence

1 presented is that after numerous attempts to work with the
2 Complainant, wherein multiple payment extensions were granted
3 and never paid, Ameren Missouri disconnected service to the
4 property for non-payment in accordance with applicable statutes,
5 Commission rules, orders, and Ameren Missouri's approved tariffs
6 on May 19th, 2023. And I'll try to proceed chronologically and
7 issue by issue through the evidence in summary.

8 So as Mrs. Krcmar explained in Direct Testimony when
9 discussing Exhibit 107-C over the last few years Ameren Missouri
10 entered into six -- count them, six -- Deferred Payment
11 Agreements with Complainant. The most recent one was entered
12 into in September of 2022.

13 During the Cross Examination of Complainant by Ameren
14 Missouri's counsel on Friday two call recordings were played;
15 one from April 13th, 2023 and one from April 25th, 2023. The
16 April thirteenth call clearly explained that Complainant had a
17 payment extension until April twenty-fourth. Yet in the April
18 twenty-fifth call the Complainant was alleging at one point that
19 the extension was until April twenty-fifth and then at another
20 point that the extension was until April twenty-sixth.

21 During that April twenty-fifth call, though, when
22 asked to provide the supposed confirmation email to Ameren
23 Missouri with a different due date the Complainant refused to
24 provide it. So you see the Complainant trying to allege a
25 different due date for a payment is not unique to this May

1 eighteenth Pending Payment Agreement.

2 Let's talk about disputing of the bill. Company
3 witness Mrs. Krcmar discussing that at 114-C on Direct
4 Examination which shows the multiple times since 2018 that
5 Complainant disputed his bill.

6 On Cross Examination Staff witness Fontaine explained
7 that although Complainant had disputed his bill due to the
8 alleged extended payment due date in April of 2023, Complainant
9 did not dispute his bill after receiving the May fourth notice
10 of potential disconnection for non-payment and then before
11 service was disconnected for non-payment on May 19th, 2022.
12 During the Direct Examination of Complainant on Exhibit 19 it
13 was clarified that the two bills Complainant has alleged are
14 incorrectly calculated were actually just seasonal straddle or
15 transition bills covering both summer and winter usage.

16 Furthermore, Mrs. Krcmar explained on Direct
17 Examination when describing Exhibit 112-C that no balances or
18 amounts were transferred into Complainant's account that would
19 have been subject to the Complainant's 2018 Bankruptcy Petition.

20 So let's move onto the advance notifications of
21 potential disconnection for non-payment.

22 Company witness Mrs. Krcmar explained Exhibit 113-C
23 which details Ameren's attempts to contact Complainant about the
24 potential disconnection. Those attempts included the May 4th,
25 2023 notice of potential disconnection on or after May 16th,

1 2023 -- which is also Exhibit 125-C. The May fifth text
2 message. Two calls made to Complainant's phone number on the
3 account on May sixteenth -- one in the morning, one in the
4 afternoon -- wherein the answering machine was reached both
5 times. And then the May eighteenth twenty-four hour advance
6 disconnection call where a live answer was received.

7 Staff witness Mrs. Fontaine confirmed that if Ameren
8 Missouri completed the contacts that are listed in Exhibit 113-C
9 Ameren Missouri would have made all the contact attempts that
10 are required under its tariffs and Commission rules in advance
11 of that May nineteenth disconnection for non-payment.

12 Let's shift to the Payment Agreement. During Cross
13 Examination of Complainant by Ameren Missouri Counsel we heard
14 the May 18th, 2023 call recording wherein Complainant was
15 plainly told that the payment of two thousand five hundred and
16 nine dollars was due by the end of that day to activate the
17 Payment Agreement. That of course was Exhibit 104-C-D. That
18 verbal exchange was the offer of a Payment Agreement, but it was
19 clear that the Payment Agreement would not be activated until
20 the down payment was paid.

21 Mrs. Krcmar explained that the data sent to Ameren's
22 communications vendor Sendgrid to ultimately be incorporated
23 into the Pending Payment Agreement confirmation email showed
24 that the due date for the required down payment was May 18th,
25 2018, consistent with both the May eighteenth call recording in

1 Exhibit 104-C-D and further consistent with the account contact
2 entered on May eighteenth as set out in Exhibit 102-C.

3 Complainant admitted during Cross Examination that he
4 never made the required five thousand -- or I'm sorry, two
5 thousand five hundred and nine dollar payment. Accordingly
6 service to the property was disconnected at the meter on May
7 19th, 2022 -- I'm sorry, 2023.

8 Complainant confirmed when questioned by the Judge on
9 Friday that he got a generator instead of making any payment
10 towards Ameren Missouri's bill -- or the bill he owed to Ameren
11 Missouri.

12 Exhibit 123-C shows the Informal Complaint that was
13 submitted by Complainant on May 19th, 2023. In that Informal
14 Complaint Mr. Felber stated he had made a payment arrangement to
15 pay twenty-five hundred dollars on May nineteenth. There was no
16 mention of the down payment being due on May twenty-second.

17 Exhibit 101-C is that original Formal Complaint that
18 Mr. Felber filed and it, again, has no suggestion of a down
19 payment being due on May 22nd, 2023. Rather, almost a month
20 later -- as Complainant described on Direct Examination -- he
21 was browsing down in his email and allegedly found what's now
22 been presented as Exhibit 8.

23 As Mrs. Krcmar explained on Direct Examination the
24 company questions the authenticity of the multiple versions of
25 what Complainant calls the Payment Agreement and what the

1 company refers to as the Pending Payment Agreement confirmation
2 email because there are -- they are inconsistent. Those
3 multiple versions are inconsistent with the May eighteenth call
4 recording and the other records presented.

5 And Mrs. Krcmar even explained her own experience with
6 how easy it is to alter emails. And that has been completely
7 mischaracterized by Mr. Felber in his Closing Statement. There
8 was never any discussion of her going in and trying to alter any
9 of the documents in this case. She repeatedly explained or
10 qualified that she did it for her own investigation purposes, to
11 learn how it was -- and was surprised at how easy it was.

12 The proper framing, though, for this confirmation
13 email is actually that it was a courtesy email, right, that by
14 the Complainant's own admission he didn't find until a month
15 later.

16 An actual, crucial piece of evidence here is the May
17 eighteenth call recording. And similar to the Complainant's
18 attempts to allege a discrepancy between the due date he was
19 given for his April, 2023 required extended payment Complainant
20 in his Informal and Formal Complaints alleged one day later
21 after the call recording shows that the required due date or
22 down payment would have been due.

23 So let's shift then to the property damage. Mrs.
24 Krcmar in Direct Examination explained the various attempts
25 after the May nineteenth disconnection to cancel the account or

1 restart service at the property which is set out in detail in
2 Exhibit 116-C.

3 Mrs. Krcmar explained the multiple orders that
4 Complainant attempted to execute online and referred to them as
5 stacked orders. Accordingly Mrs. Krcmar explained the reason
6 Ameren Missouri disconnected service instead at the nearby pad
7 mount transformer a couple of houses away was to avoid
8 obstruction as referenced in Exhibit 117-C.

9 Mrs. Krcmar further explained that no company
10 personnel entered the property and, in fact, one of the Ameren
11 personnel used binoculars to confirm that the meter was not
12 registering any usage.

13 Contrast now Mr. Felber's testimony with his son Dylan
14 Felber's testimony on the alleged fence damage. On Direct Mr.
15 Felber described how allegedly an Ameren personnel jumped onto
16 the fence, but then realizing the dogs were on the other side of
17 it jumped back. Dylan Felber, however, described the Ameren
18 personnel as trying to lift his leg over the fence but then
19 pulling the leg back.

20 None of the Complainant's exhibits or pictures show
21 the alleged touching of the fence. And there is further
22 conflicting information from Complainant's own witnesses.

23 Nevertheless, the company agrees with Staff that the
24 Commission does not have jurisdiction over alleged property
25 damage here.

1 You know, Complainant has gone to great lengths to try
2 to get service restored in other names. Complainant claims to
3 have not lived at the property after May nineteenth. Yet the
4 Complainant and his wife both acknowledged that the property
5 address is listed as the official address for two of their LLCs,
6 limited liability companies, which they're co-organizers of.
7 That's Dividend Park Property Investors, LLC and Consumer Energy
8 Concept Solutions, LLC. And that second LLC, the Consumer
9 Energy Concept Solutions, it was formed just in July of this
10 year.

11 During Cross Examination Complainant even admitted
12 that he called in to Ameren Missouri as Scrappy LaTolo
13 [phonetic] based on I believe a Scooby-Doo reference to get
14 service started in the Dividend Park Property Investor's, LLC
15 name. Yet, Complainant also acknowledged that the property is
16 actually owned by his parents' trust.

17 Let's move over quickly to the credit and debit card
18 attempted transactions. Complainant alleged that two attempts
19 to draw funds from his credit or debit cards were unsuccessful
20 in late May of 2023. As Mrs. Krcmar described in discussion of
21 Exhibit 115-C there were two separate log-in attempts or log-ins
22 to the user ID associated with Mr. Felber's account through a
23 mobile device on May twenty-fifth, and both of those failed
24 authorization.

25 Here again, though, the company agrees with staff that

1 such credit card attempts or alleged fraud that is not
2 jurisdictional to the Commission.

3 Moving then to the medical hardship extension. First
4 I think it's important to acknowledge that it's an extension,
5 right. It's not a way to never pay one's bill. Mrs. Krcmar
6 described during Direct testimony the medical hardship extension
7 process and then Exhibit 118-C. Complainant witness Dylan
8 Felber even confirmed that Mr. Felber was told a medical
9 hardship extension was not available after disconnection had
10 already been completed on May 19th, 2023. And the required
11 medical professional correspondence was not received to or by
12 Ameren Missouri special fax line in advance of disconnection.

13 So where does this really leave us? When questioned
14 by the Judge the Complainant said he was looking for four
15 things, that the Commission find a violation for the
16 disconnection, but as explained previously there is no evidence
17 to support such a finding;

18 No. 2, that billing be corrected. But, as Staff
19 witness Fontaine even confirmed on Cross Examination no billing
20 errors have been found;

21 No. 3, that services be connected without payment.
22 And this clearly also indicates that he continues to stay at the
23 property and still does not wish to pay his bill;

24 So the fourth item is to set up a Payment Agreement.
25 That's right. Asking for yet another Payment Agreement that's

1 not contemplated or at least required by a Commission rule,
2 order, or company tariff.

3 So in conclusion no violation has occurred. The
4 evidence has shown that. And any restarting of service at the
5 property for Complainant should only be upon payment of the
6 required amount which Mrs. Krcmar described as eighty percent of
7 the outstanding balance.

8 Thank you very much.

9 JUDGE CLARK: Thank you, Mrs. Grubbs.

10 Any Closing Argument on behalf of Staff?

11 MR. KEEVIL: Judge, very briefly.

12

13 CLOSING ARGUMENT ON BEHALF OF STAFF

14

15 MR. KEEVIL: I don't want to take too long with
16 this. I'm not going to -- as you recall last Friday I said then
17 that most of the alleged issues in this case weren't really
18 issues. And there's just a couple of primary issues that you
19 and the Commission and really the parties need to concern
20 themselves with. I think the last two business days has proven
21 me right.

22 Most of the issues -- and when I say issues I'm
23 referring to the 1, 2, 3, 4, 5, 6, 7 -- 7 items that you listed
24 Friday morning at the very beginning of this hearing. Most of
25 them are clearly red herrings. The few that are not red

1 herrings are also clearly not supported by any evidence or
2 really contested strongly.

3 You come down -- the case comes down in my opinion to
4 really the questions surrounding the Payment Agreement or
5 Pending Payment Agreement or whatever it was. And there is
6 several things that are a little bit fishy about that whole
7 issue, I think.

8 Number 1, Mr. Felber didn't mention it. The date
9 issue on the Payment Agreement in regard to his Informal
10 Complaint. As Mrs. Grubbs mentioned in her Closing that didn't
11 really -- that agreement didn't materialize in this docket until
12 sometime in June. The Complaint was filed in May, yet the
13 agreement didn't show up till middle or late June.

14 And then the phone calls. You have the phone call of
15 May eighteenth that we've listened to previously. You have
16 the -- the phone call that we heard that also stated that the
17 payment was due by the end of that day, the day of the phone
18 call. So then the question becomes I suppose what was the day
19 of the phone call.

20 But, Mrs. Krcmar stated that their phone system time
21 stamps or date stamps the phone calls and that that call was on
22 May eighteenth. So I don't think that's really a -- to me
23 that's not, the question is not what date was that phone call
24 made. But then how did Mr. Felber wind up with the agreement
25 that says that the down payment is due on the twenty-second? Or

1 not due until the twenty-second?

2 Well, we know Mrs. Krcmar testified that in her
3 opinion the agreement was altered. Maybe it was. Staff can't
4 say for definitely that it was, and for that reason we kind of
5 ducked that question in the Staff report and tried to lay out
6 facts on both sides of the equation, on Mr. Felber's side and on
7 the Ameren side, that set out the positions of both parties and
8 leave it up to the Commission as the fact finder to decide.

9 But, as Mrs. Grubbs mentioned similar things have
10 occurred on Mr. Felber's account before which raises a bit of
11 suspicion. But, I really think if you can get it down to the
12 questions surrounding the Payment Agreement that will resolve
13 the case one way or the other.

14 And I appreciate your patience throughout this
15 proceeding.

16 Thank you, Judge.

17 JUDGE CLARK: Thank you, Mr. Keevil.

18 All right. There are no other parties here, so there
19 is no necessity to go further that direction.

20 All right.

21 (Discussion was had off the record.)

22 JUDGE CLARK: Off the record we had discussion of
23 when transcript is going to be available.

24 Ms. Hefner indicated that she thought they might be
25 available by next Wednesday. The Commission is not expediting

1 the transcript. Under our current contract I believe we have a
2 ten day turn-around so Wednesday at the earliest, ten days at
3 the latest.

4 Are there any other matters which -- as I indicated
5 there are several motions out there that I will be taking with
6 this case. Are there any other matters that need to be
7 addressed by the Commission before we adjourn this hearing?

8 I hear about four different voices. It sounds like
9 most of them are saying no. But, I'll just go through one at a
10 time.

11 Mr. Felber.

12 MR. FELBER: Yes, your Honor.

13 JUDGE CLARK: Any matters that need to be
14 addressed by the Commission today before we adjourn?

15 MR. FELBER: I would just hope you guys would
16 reconsider the motion.

17 JUDGE CLARK: Okay. I said I would take the
18 motion with the case, so I'm not going to give you any kind of
19 immediate ruling at this point.

20 Any matters that need to be addressed by the
21 Commission before we adjourn for Ameren Missouri?

22 MR. BANKS: No, your Honor.

23 JUDGE CLARK: Thank you.

24 Any matters that need to be addressed before we
25 adjourn from Staff?

1 MR. KEEVIL: No, Judge.

2 JUDGE CLARK: Okay. I would like to thank
3 everybody for showing up. Everybody was very prepared. All the
4 parties did an excellent job of presenting their various cases,
5 and I thought overall everybody contacted themselves very well.
6 So it has been a fascinating and interesting proceeding for me.

7 I can't tell you the exact date that the Commission
8 will render a written decision in this matter. Normally what
9 transpires is there is a recommended report and order and that
10 recommended report and order goes out to the parties for
11 comments and the parties have usually ten days to comment before
12 it comes back and then the Commission will issue a final order.

13 That is it. With that I will adjourn this proceeding.
14 Again, thank you all for your time.

15 (Whereupon, proceeding concluded at 3:26 p.m.)

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CERTIFIED REPORTER'S CERTIFICATE
RSMo 492.010

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4 I, Paula D. Hefner, a Registered Merit Reporter and
5 Certified Court Reporter, within and for the State of Missouri,
6 do hereby certify that there came before me on OCTOBER 10th,
7 2023 via WebEx, the foregoing EVIDENTIARY HEARING, and same was
8 reduced to writing by me, according to my best knowledge and
9 belief; and that EVIDENTIARY HEARING is a true and correct
10 record of the testimony in said matter.

11 I further certify that I am neither attorney nor
12 counsel for, nor related nor employed by any of the parties
13 hereto, or financially interested in this action.

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Paula D. Hefner, Reporter

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