EC-2023-0395

Brett Felber VS Ameren Missouri

I'm sorry, but Respondents new filing suggests that the Commission not take the results of what Ameren has been allowed to continously manipulate during the whole process. Respondents simply think that their opinions they've presented triumph the facts that I have presented. Present day Respondents have offered opinions of how their systems work and opinionsm of how they would enter values in, as compared to I who has solidified factual paperwork in which shows each and every stage from the production of the payment agreement to CWR audio that shows different of offering.

Respondents Motion to Strike is a deflect away from what the Respondent failed to offer. Since we are taking dates and times down, look at each email that I have presented to the Commission , each one shows that Respondents only after complaints were registered that they offered the CWR. Respondent thinks they fairly offered it , despite it was done after each complaint. Emails don't lie. I'm sure alteration specialist, Aubrey Krcmar will try to find a way to internally alter their email dates and times, since you know, it is easy for her to do. Since she spends time altering emails, because they are "easy."

If anything, my continued trail of paperwork and recordings shows Respondents are doing the exact opposite of that "trying to do better" and they are "going to do better "speech that they gave Judge Clark several months ago. Obviously they aren't trying to "do better" because their transparency seems to cotinue to lack and prove my point.

In a sample of audio calls that have been submitted in eacyh audio from asking about the CWR each one is different. It shows's Ameren's transparency lacks. While Respondent thinks they shouldn't face violations because they offered the CWR after Complaints were filed. They should still face violations because they weren't offered prior to the Complaints I filed and it is a mere excuse to hope they aren't found liable of violations.

Same for their "payment agreement" and so called "pending payment agreements." The payment agreement that I uploaded through EFIS in October that is for "final payment agreement." I remember the day clearly that Respondents Counsel stated they are going to change the terminology and change the wording, or maybe they agreed with staffs decision in a report. That exhibit uploaded shows different and still states your "payment agreement or payment arrangement" clear as day. Nothing has changed.

While I have given every DR to Ameren or was imposed to give every DR to Ameren, Ameren still isn't satisfied due to the fact that all DR's show Ameren in the wrong. In fact Ameren didn't send me one DR that I request or have their "senior software engineer" present or on hand like they were supposed to at the evidentiary hearing. Mrs. Krcmar played "senior software engineer, along with technician advisor" who was also supposed to be on hand during the evidentiary hearing. Their testimonial witness who high ranks with the company and played multiple roles of the company during the testimony given didn't know also that Ameren by law is supposed to send out a confirmation letter when you are on auto-pay and taken off auto-pay? (There's that credit card fraud)

No the purpose of their settlement offer that they offered was to trap money of mine and not restore service the SAME exact day and thinks I should pay them \$\frac{1}{2}\text{money}\$ which when down by \$\frac{1}{2}\text{dollars}\$ two weeks ago and they should be able to hold off restoring services for two days. It's extortion.

In addition, they acknowledge in the letter that I am disputing the amount, but yet they are trying to collect on the amount.

Their "proposal of settlement" is an extortion letter. Pay \$ and we will wait two days to restore services and the remainder goes on. Counsel is offering excuses and deflections to the matter. as an FYI, a business or company that stands firm that they didn't violate and Statutes, rules, regulations and tariffs, doesn't build in a rider that releases them from any of that. If anything, is shows Ameren Missouri has a gut feeling or feeling and knows they violated State Statutes, rules, regulations and tariffs.

In addition during the evidentiary hearing page 225 Cross Examination by Counsel, Eric Banks asks my daughter an irrelevant mannered question and irrelevant question that didn't have any bearing to the the complaint matter. During the cross examination, Banks Law LLC incorporator Eric Banks made a perverted comment and is subject in this matter to being exposed as a pervert for asking the question "ma'am you really love your father, don't you."

The fact that counsel asked a minor child that I am a parent of and the only question that he asked her and was irrelevant to the complaint in general is seeking that Mr. Banks is labeled as a pervert in this matter.

Maybe the Commission should ask Respondents Counsel about that. Pretty sure it is grounds for sanctions against an attorney for asking a lewd and unethical question, irrelvant to the complaint.

it's obvious that Respondents and their counsel want factual evidence barred from this complaint.

Brett Felber