

Statement Of Facts

Since Ms. Grubbs, counsel for Ameren Missouri has decided to talk about matters pertaining to case number EC-2023-0395, lets bring the facts of the matter to light therefore the other parties know the correct story.

- 1) Fact- I filed a dispute about my balance in April of 2023, even listed in the exhibit Ameren decided to have admitted to the Commission, however, they think because I made a payment agreement with Ameren that it ends the dispute of the bill.
- 2) Fact- In April and May of 2023, Ameren imposed and spoofed theri caller id and I submitted factual exhibits to show they presented themselves as the Boone County Government Center and never fixed it. Can eve look at the EFIS listing to see the document.
- 3) Fact-Ameren did nothing to raise awareness or correct their log or make it to the attention of their service provider. So much for looking out for scams.
- 4) Fact-I submitted a document and email as an exhibit showing that I applied for medical hardship earlier this year and Ameren did nothig about it. In fact they never even respondend back. The email went to a regulatory liasion and Ms. Grubbs herself. It is uploaded as an EFIS exhibit.
- 5) Fact- I entered into a payment agreement with Ameren Missouri and the payment agreement they sent me stated my due date was May 22, 2023.
- 6) Fact-Ameren Missouri illegally disconnected my utility services on May 19, 2023, failing to oblige by the agreement and illegally shutoff my utility services.
- 7) Fact- A copy of the agreement is uploaded to EFIS for anyones viweing which will show the sepcific terms of the agreement.
- 8) Fact- Ameren Missouri admitted that they don't have a copy of the agreement as they failed to keep a copy and their API provider only keeps them for 30 days.
- 9) Fact-I uploaded a detailed call log showing proof that Ameren failed to reach out to me or meet the minimum to disconnect services from my carrier T-Mobile.
- 10_ Fact- Ameren didn't submit any copy of any detailed phone log at all. They show example and blank pieces of paer that was about it.
- 11) Fact- Ameren committed damage to my property premises by bending the top rail bar to the fence and even uploaded a copy to EFIS to show and to date still hasn't fixed the damage or repaid or reimbursed for the property damage.
- 12) Fact-Ameren thinks no picture of the property damage, despite it being uploaded to EFIS.
- 13) Fact- Ameren Missouri employees illegaly trespassed private property, failed to wear their proper identification badges and sent an independent contractofr that didn't hold property liability insurance and drove his personal unmarked vehicle and trespassed private property. They weren't on the utility easment area either.
- 14) Fact- In June of 2023, Banks Law LLC owner , Eric Banks and Jermaine Grubbs (Ameren Missouri) tried to have me arrested and had St.Louis County Police Department come in contact with me because I filed a lawsuit against Ameren Missouri, Ms. Grubbs, Mr. Banks and another Ameren Missouri employee.

15) Fact- I was cleared of any wrongdoing and was allowed to proceed with any complaints and showed the property damage to the St.Louis County Police Department and a copy of the lawsuit and AG's Complaint. (Attorney General Complaint).

16) Fact- Ameren Missouri tried to commit upwards of \$10,000 in credit card/bank fraud against me.

17) Fact- Ameren during the evidentiary hearing tried to submitted a piece pf paper that didn't really prove anything nor show any transaction numbers, etc to try to get out of the credit card fraud ordeal.

18) Fact. Even though Ameren Missouri's agreements state that they are a payment agreement or payment arrangement, Ameren tries to verbally alter them to "pending payment agreement or arrangement."

19) Fact- Ameren's counsel stated numerous times that they were "changing the wording and trying to do better and making improvements."

20) Fact- I setup an agreement on my account to see if Ameren Missouri changed their wording on their agreement and to date they still say the same exaxt thing as payment agreement and payment arrangement. (As of October when I made the agreement)

21) Fact-In a response to staff Ameren admitted tyo failing to send out a default letter personal service or first class.

22) Fact- During the course of complaints filed whether with the PSC or with other agencies the balance they want has constantly changed.

23) Fact- November 1, 2023 I called about setting up a CWR agreement with Ameren Missouri and was denied.

24) Fact- I filed three different complaints November 1, 2023 for Ameren failing to allow me to get on a CWR. One with the AG's Office, one with the informal side of the PSC and a letter uploaded to EFIS.

25) Fact-Ameren Missouri thinks because they offered me a payment agreement after three complaints were made and a order to respond was issued that them offering me a payment agreement after all those other complaints were filed or ordered for response that it shopuldn't constitute a violation of the CWR.

26) Fact- Again. On November 13, 2023, I applied for the CWR, I was denied again. Filed another motion into EFIS and it wasn't against until after I filed another motion informing the Commission that Ameren offered me a CWR.

27) Fact-I willed to even though I don't think I'm responsible \$2,515.00 as long as they restore services within 30 minutes of the timeframe of payment and wanted signatures from all parties on an agreement.

28) Fact- Ameren didn't want to restore my utility services the same day that I made the \$2,515.00. In fact, in a "settlement" agreement they wanted to wait two days before restoring.

29) Fact- Why would someone pay a company \$2,515.00 and not expect to see their services on the same exact day.

30) Fact- Ameren's "settlement" offer was a extortion settlement to coverup up the problems Ameren faces and the violations they know they committed, otherwise why write those or

build them into the settlement. The extorting settlement can be viewed in EFIS case EC-2023-0395.

31) Fact- Ameren Missouri to date has failed to respond back with corresponding information requested by I under a dispute of debt, they would rather think opinions are better than facts.

32) Fact- Since Ameren Missouri failed to respond back to the dispute of debt and failed to validate the debt it was entered into the FTC Consumer Sentinel Network, along with Ameren's legal name and DBA and the parties involveds names and if they try to send it to a debt collector it will be removed from any collections as the amount has been marked as fraud.

33) Fact- Ameren thinks because I owe it I should pay it, they have not submitted any ledgers or calculations or a Certificate of Good Standing that they are allowed to Collect, neither has Banks Law LLC, who is trying to collect a debt in dispute.

34) Fact- Even though the debt is in dispute and I have two letters from Mrs. Krcmar in regulatory stating that they will cease of any collection for right now, they still are trying to collect.

35) Fact-I offered for Ameren and their legal counsel to engage in a discussion with their API provider regarding the payment agreement that I showed as an exhibit. Ameren decided not to respond to my emails and ignored any attention to them.

36) Fact-During the evidentiary hearing Ameren's star witness, Mrs. Krcmar admitted to altering documents because it was easy.

37) Fact- While Mrs. Krcmar stated it was her "personal" documents, she didn't offer anything to show proof that it was only her personal documents.

38) Fact- Ameren's so called "documents" that were supposed to be used to contradict my are opinion pieces typed up by their alteration specialist to show how the values are supposed to be entered, not actual agreements.

39) Fact- Ameren was supposed to have their supposed star "senior software engineer" present for questions during the evidentiary hearing but mysteriously didn't show up and Mrs. Krcmar played the role of now "senior software engineer."

40_ Fact- During the evidentiary hearing Ameren was supposed to also have a technician or someone from dispatch readily available to answer questions about their line workers and mysteriously their line worker/dispatch was never there. it was again, "line worker, Mrs. Krcmar," that tried to answer questions.

41) Fact- Banks Law Firm LLC-Eric Banks was infatuated with the many successful businesses I own and operate throughout the US in which he asked me more questions about my business, rather than complaint matters.

42) Fact- Banks Law Firm- Eric Banks, thinks it is illegal to have more than one mailing address and a registered agent to receive my mail.

43) Fact- In fact to deflect and advert subject on the first day of the evidentiary hearing, Ameren's star witness talked about her career in the military, instead of the complaint. For almost 15-20 minutes I had to sit there asking myself, was this about her career in the Army or a complaint about Ameren Missouri and what her career in the Army had to do with the complaint.

44) Fact- Ameren's star witness and top regulatory liaison knows about software, technical, customer service and the Army, but she didn't know that Ameren has to send out a confirmation letter when enrolling in autopay or being taken off autopay.

45) Fact- During the evidentiary hearing opposing counsel from Banks Law LLC, Eric Banks most importantly made a quite disturbing and lewd comment to my daughter and it didn't even pertain to the complaint. He asked my daughter if she loved her father. That was the only question he asked her. What a sick comment for an attorney who is supposed to be professional. What a perverted comment for him to even ask.

46) Fact- I could probably name another 30, but these are just some of them.

Since Ms. Grubbs decided to put out part of EC-2023-0395, she should at least put the factual parts into it. The parts that Ameren neglected to handle professionally. Let's just say, I question her ethics for having to bring complaint EC-2023-0395 up in ET-2024-0156, but Ms. Grubbs is good at deflecting.

FYI, my electric is on, if Ms. Grubbs wishes to engage in a conversation or the Commission wishes to engage in a conversation about that they can email me or give me a call as they have my number.

Usually from November through December I put up one of the largest Holiday Light Displays in my area. All the lights are working and I'm adding more daily. Best of all, my electric bill is \$0.00 per day and I don't have to listen to the daily dose of drivel from Ameren, their Corporate Shills and con artist legal counsel.

Now back to ET-2024-0156. This is the exact reason I should be allowed to intervene in this matter, because what Ameren is doing is illegal. It is illegal to automatically switch someone to a different energy plan without their consent and on top of that to charge them more per KWH.

Right there, Ameren is admitting to a Federal Crime. Please don't ask me to cite the Statute because nobody responds back when I post the exact Statute.

I want to help protect Missourians and am looking out for the best interest of other Ameren Missouri customers and all Missourians that must utilize Ameren for their services.

Brett Felber
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