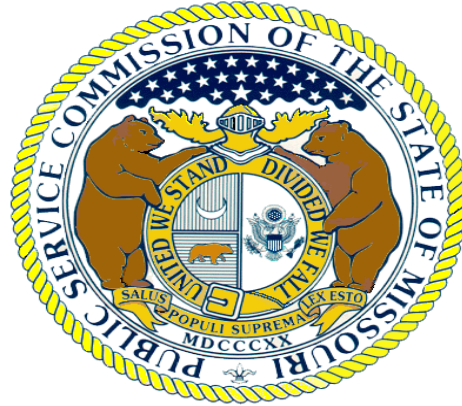


**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**



Brett Felber,

Complainant,

v.

Union Electric Company d/b/a Ameren
Missouri,

Respondent.

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) **File No. EC-2023-0395**
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REPORT AND ORDER

Issue Date: November 29, 2023

Effective Date: December 29, 2023

APPEARANCES

Appearing For Brett Felber:

Brett Felber, 316 Sonderen Street, O'Fallon, Missouri 63366

Appearing for Union Electric Company d/b/a Ameren Missouri:

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

Jermaine Grubbs, Corporate Counsel, 1901 Chouteau Avenue, St. Louis, Missouri 63103

Appearing for the Staff of the Missouri Public Service Commission:

Jeff Keevil, Deputy Counsel, Governor Office Building, 200 Madison Street, Jefferson City, Missouri 65102-0360.

Regulatory Law Judge: John T. Clark

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

| | | |
|-------------------------------------|---|-------------------------------------|
| Brett Felber, |) | |
| |) | |
| Complainant, |) | |
| |) | |
| v. |) | <u>File No. EC-2023-0395</u> |
| |) | |
| Union Electric Company d/b/a Ameren |) | |
| Missouri, |) | |
| |) | |
| Respondent. |) | |

REPORT AND ORDER

The Missouri Public Service Commission, having considered the competent and substantial evidence upon the whole record, makes the following findings of fact and conclusions of law. The positions and arguments of all of the parties have been considered by the Commission in making this decision. Any failure to specifically address a piece of evidence, position, or argument of any party does not indicate that the Commission did not consider relevant evidence, but indicates rather that omitted material is not dispositive of this decision.

I. Procedural History

Complainant, Brett Felber, filed a formal complaint with the Public Service Commission against Union Electric Company d/b/a Ameren Missouri (Ameren Missouri) on May 23, 2023.¹ Mr Felber alleges that Ameren Missouri failed to follow protocols when it discontinued service to his address, that Ameren Missouri inaccurately billed his account for service, that Ameren Missouri customer service mistreated him, and that

¹ All dates are 2023 unless otherwise specified.

Ameren Missouri impersonated a government entity in its caller ID displayed on Mr. Felber's cell phone.² His complaint states that the amount at issue is \$10,485.00. The Commission addresses this complaint pursuant to Commission Rule, 20 CSR 4240-2.070(4), concerning formal complaints.

Throughout the course of this complaint, and even after the evidentiary hearing was completed, Mr. Felber alleged an array of additional violations he believed Ameren Missouri committed against him. These include failure by Ameren Missouri to consider a medical hardship in relation to his service disconnection, failure to remove amounts discharged previously in Mr. Felber's bankruptcy proceedings, disconnecting his service on a Friday, property damage, unauthorized use of his credit/debit card, and failure to honor a payment agreement due date. Allegations made after the close of evidence were not considered in this order.

On May 25, the Commission issued notice of the complaint under Chapter 536 of the Revised Statutes of Missouri (RSMo) and directed Ameren Missouri to file an answer to the complaint by June 26. The Commission, by separate order, directed the Staff of the Commission (Staff) to file its report on this complaint by July 24.

Mr. Felber's wife, Lisa Lambert, filed an application to intervene as the General Managing Business Partner of Capital Property Investors LLC and Dividend Park Investors LLC on May 25. The Commission issued a notice of deficiency informing Lisa Lambert that Commission Rule 20 CSR 4240-2.040(5), requires pleadings filed with the Commission to be signed by an attorney authorized to practice law in Missouri unless the entity signing the pleading is a natural person acting solely on their own behalf and

² Mr. Felber's complaint evolved to encompass additional matters discussed elsewhere in this order.

representing only themselves.³ Because the entities seeking to intervene were limited liability companies and not a private individual the application was deficient. That deficiency was never remedied and Capital Property Investors LLC and Dividend Park Investors LLC's application to intervene is denied.

Lisa Lambert later filed an application to personally intervene in this complaint. The Commission issued a notice of deficiency concerning that application to intervene because she failed to include her street or mailing address. This deficiency was never remedied and Lisa Lambert's application to intervene is denied. Lisa Lambert did participate in the evidentiary hearing as a witness for Mr. Felber.

On June 14, the Commission issued its *Notice of Amended Complaint*, which directed Ameren Missouri to answer Mr. Felber's additional allegations. Ameren Missouri filed its *Confidential Answer and Affirmative Defenses* on June 26.

On July 24, Staff submitted its report and memorandum. Staff's report concluded that Mr. Felber identified no clear violations of applicable statutes, Commission rules or regulations, or Commission-approved tariffs by Ameren Missouri. However, Staff also stated that whether a violation occurred depended on the Commission's findings concerning specific evidence.

On July 31, the Commission issued its *Order Establishing Procedural Schedule*. At Mr. Felber's request, the Commission agreed to hold the evidentiary hearing by videoconference. The Commission established a discovery deadline of August 15 and set an evidentiary hearing for August 30.

³ See also *Clark v. Austin*, 340 Mo 467, 101 S.W. 2d 977 (Mo 1937); *Reed v. Labor and Indus. Relations Com'n*, 789 S.W.2d 19 (Mo 1990).

After a discovery dispute delayed the production of information between the parties, the Commission rescheduled the evidentiary hearing for October 6.

On October 6 and October 10, the Commission conducted an evidentiary hearing via WebEx videoconference. During the evidentiary hearing, the Commission admitted the testimony of six witnesses and received 42 exhibits into evidence. In addition to his own testimony, Mr. Felber presented testimony from witnesses Lisa Lambert, and Mr. Felber's son and daughter. Ameren Missouri presented witness Aubrey Krcmar, Regulatory Liaison. Staff presented witness Sarah Fontaine, Senior Research/Data Analyst with the Commission's Customer Experience Department. In addition, the Commission took official notice of Ameren Missouri's tariffs in effect as of the relevant time periods in this case.⁴ The Commission also took official notice of Commission File No. EC-2019-0121.⁵

Summary Determination

On August 6, Mr. Felber filed a *Motion for Summary Judgment*. The Commission treated Mr. Felber's motion as a motion for summary determination under the Commission's rules governing summary determination.⁶

Ameren Missouri filed a *Response in Opposition to Motion for Summary Judgment* on August 10. Ameren Missouri noted that under Commission Rule 20 CSR 4240-2.117(1)(A), a motion for summary determination shall not be filed less than 60 days prior to an evidentiary hearing except by leave of the Commission, which Mr. Felber did not

⁴ Ameren Missouri Tariff, MO PSC No. 6, with emphasis on 2nd Revised Sheet No. 144.

⁵ Mr. Felber's previous formal complaint where he alleged Ameren Missouri had overbilled him.

⁶ Commission Rule 20 CSR 4240-2.117, Summary Disposition.

request.⁷ Ameren Missouri also noted other deficiencies in Mr. Felber's motion and attached memorandum. Nevertheless, during the August 30 prehearing conference the Regulatory Judge directed Ameren Missouri to file an answer to the motion for summary determination by September 11.

Ameren Missouri timely filed an answer. Ameren Missouri's answer asserted that a material issue in this complaint involved the due date for a down payment on a payment agreement. Mr. Felber asserts that a down payment was not due until May 22, while Ameren Missouri asserts that the down payment was due May 18.

The procedures regarding summary determination before the Commission are established by Commission Rule 20 CSR 4240-2.117.1. Subsection (E) of that rule provides that the Commission:

may grant the motion for summary determination if the pleadings, testimony, discovery, affidavits, and memoranda on file show that there is no genuine issue as to **any material fact**, that any party is entitled to relief as a matter of law as to all or any part of the case, and the commission determines that it is in the public interest.⁸

Mr. Felber, as the party requesting summary determination, has the burden of establishing a right to judgment as a matter of law.⁹ Facts contained in affidavits or otherwise in support of a party's motion are to be accepted as true unless they are contradicted by the response to the motion for summary determination.¹⁰ Only genuine disputes as to material facts preclude summary determination.¹¹

⁷ Mr. Felber filed his motion for summary determination 24 days before the August 30 evidentiary hearing, prior to that hearing being rescheduled.

⁸ Emphasis added.

⁹ *Wilmes v. Consumers Oil Co. of Maryville*, 473 S.W. 3d 705, 714 (Mo. App. W.D. 2015).

¹⁰ *Allen v. Continental Western Ins. Co.* 436 S.W.3d 548, 551 (Mo. banc 2014).

¹¹ *Id.*

Ameren Missouri and Mr. Felber disagree about the due date Mr. Felber was to make a down payment to activate a payment agreement. Therefore, a genuine issue to a material fact in this complaint exists and the Commission cannot grant Mr. Felber's request for summary determination.

After the hearing on October 14, Mr. Felber filed a Motion for Summary Judgment or Disposition, which the Commission will again treat as a motion for summary determination. Ameren Missouri filed a response in opposition to the motion and Mr. Felber replied to Ameren Missouri's response.

The Commission will not address the content of this motion because it fails to comply with Commission's rules governing summary determination. The motion merely recites why Mr. Felber believes he should prevail on his complaint and Ameren Missouri should not prevail. The Commission will deny this motion as untimely, deficient, and made after the close of evidence in this case. Mr. Felber's summary determination motions are denied.

Motions for Restoration of Electric Service

Mr. Felber also made numerous requests for restoration of his electric service during the pendency of these proceedings and after the evidentiary hearing. Almost all of Mr. Felber's filings end with a demand that the Commission order restoration of his electric service or that Ameren Missouri immediately restore service. The Commission will not individually address all of these requests, but the Commission will address some of the more prominent requests.

On May 25, Mr. Felber filed an *Emergency Petition* for restoration of electric service. Mr. Felber's motion, like this complaint, alleged that Ameren Missouri failed to

follow procedures for contacting a customer prior to disconnection. The petition also stated that Ameren Missouri “knowingly stalled, deceived customer in an attempt to stall the process of submitting formal complaints and failed to appropriately respond to complaints.” Mr. Felber’s motion was not specific about how Ameren Missouri stalled or deceived him about submitting a formal complaint. The motion reiterates his original complaint’s claims that no call was made on May 16 prior to disconnection, which Mr. Felber states violates Ameren Missouri tariff MO PSC NO 6, Sheet 144(1).

Mr. Felber filed another request for emergency restoration of services on May 30. That motion also argued Ameren violated Ameren Missouri tariff MO PSC NO 6, Sheet 144(1). Additionally, that motion argued that Ameren Missouri violated the Telephone Robocall Abuse Criminal Enforcement and Deterrence (TRACED) Act because, on his phone, Ameren Missouri’s caller ID displayed as “Boone Cnty Govt,” instead of Ameren Missouri. This act applies to the Federal Communications Commission and does not concern proceedings before the Missouri Public Service Commission.

On May 31, Ameren Missouri filed a response to Mr. Felber’s May 25 motion and suggestions in opposition to his petition for emergency restoration of electric service. Ameren Missouri stated the Complainant has the burden of proving Ameren Missouri violated the law or its tariff. Ameren Missouri argued that “It would be an abuse of discretion for the Commission to order the restoration of Complainant’s services before Ameren Missouri has had an opportunity to prove that it followed the Commission’s rules and regulations, as well as its tariffs, when it disconnected Complainant’s electric service.”

On June 7, Ameren Missouri responded to Mr. Felber’s May 30 request for emergency restoration of electric service. Ameren Missouri again asserted that the

Commission had not yet had an opportunity to make a determination, and that Ameren Missouri had until June 26 to answer Mr. Felber's complaint.

Also, on June 7, Mr. Felber filed another motion for emergency restoration of services. That motion argues that the Commission could order a restoration of electric service where Ameren Missouri "purposely, with the purpose and intent to neglect, purposely with the intent to deceive, stalls the process of rights to the complainant, in attempts to evade responding and fails to restore electric services." As before, Mr. Felber cites Ameren Missouri's tariff sheet number 144 and also cites Section 575.140 RSMo., a section that does not currently exist, but would be housed under Title XXXVIII Crimes and Punishment; Peace Officers and Public Defenders. This title involves Missouri criminal law, and does not concern proceedings before the Missouri Public Service Commission.

On June 14, the Commission issued an order denying Mr. Felber's May 25 and 30 requests for emergency restoration of electric service. The Commission's order stated:

No citation of law was given in either the May 25 Petition or the May 30 Request to support Mr. Felber's argument that the Commission has the authority to order Ameren Missouri to restore electrical service immediately, without requiring Mr. Felber to meet the burden of proving his allegations, or allowing Ameren Missouri to answer the complaint or raise any affirmative defenses.

Mr. Felber filed additional motions for restoration of electric service on June 22, June 23, June 25, July 27, August 30, September 15, September 17, September 19, September 23, and October 5. Mr. Felber also filed motions for restoration of electric service after the evidentiary hearing on October 10, October 13, October 23, November 1, November 8, and November 13. The motions filed prior to the evidentiary hearing sought restoration of service without the Commission making a decision based upon

properly admitted evidence. Instead, such a decision would have required the Commission to determine that Mr. Felber's statements or interpretations of unadmitted evidence were factually correct. Mr. Felber's motions after the evidentiary hearing were either based on his interpretation of evidence offered during the hearing, which would be more appropriate in a post-hearing brief, or upon events that occurred after the evidentiary hearing and, therefore, after the close of evidence in this case. Accordingly, the Commission will deny Mr. Felber's additional motions for restoration of electric service.

Mr. Felber also requested restoration of electric service in numerous other pleadings. Those requests were usually at the end of pleadings asserting that he was being victimized by Ameren Missouri, that Ameren Missouri and its counsel were dishonest or abusing their power, and that if services were not restored he would be forced to file a lawsuit, complaint, or criminal action with another agency or court against Ameren Missouri and/or the Commission. Those requests for restoration of service would circumvent an evidentiary hearing and deny Ameren Missouri due process. Therefore, the Commission will deny Mr. Felber's other requests for restoration of electric service.

Confidential Information

Customer specific information is confidential under Commission Rule 20 CSR 4240-2.135(2); however, the Commission may waive this provision under Commission Rule 20 CSR 4240-2.135(19) for good cause. Good cause exists to waive confidentiality as to Mr. Felber's bills and past due amounts because the Commission would be unable to write findings of fact or a decision that did not use some of Mr. Felber's customer specific information. Mr. Felber agreed to waive such information at the evidentiary

hearing.¹² The confidential information disclosed in this Report and Order is the minimal amount necessary to support the decision.

II. Findings of Fact

1. Ameren Missouri is a utility regulated by this Commission.
2. Mr. Felber received electrical service from Ameren Missouri at a residence in Florissant, Missouri (Florissant Residence).¹³

2023 Payment Agreements and Notices

3. Mr. Felber has not made a payment on his Ameren Missouri account since at least 2022 that was not returned for insufficient funds.¹⁴
4. On January 4, Ameren Missouri sent a notice to Mr. Felber that electric service at the Florissant Residence would be disconnected (all such notices are referred to as a “disconnect notice”) with a due date of January 16.¹⁵
5. There are different types of Ameren Missouri payment agreements that customers can enter into depending upon their circumstances. This order addresses payment agreements that Ameren Missouri internally refers to as Cold Weather Rule Payment Agreements and Non-Cold Weather Rule Payment Agreements.¹⁶ A Cold

¹² Transcript, Vol. 6, Pages 14-15.

¹³ Exhibit 101, Formal Complaint.

¹⁴ Transcript, Vol. 6, Page 277, and Exhibit 106C, Staff Data Request 0004, Payment History. Mr. Felber and Ameren Missouri disagree about when the last payment was made with Ameren Missouri stating that it last received an unreturned payment in February 2022, and Mr. Felber stating that his June 2022 payment was not returned. The evidence was not sufficient for the Commission to determine which date in 2022, but the exact date is not material to the Commission’s decision.

¹⁵ Exhibit 102, Ameren Missouri Field Notes.

¹⁶ Transcript, Vol. 7, page 64.

Weather Rule Payment Agreement is a payment agreement¹⁷ entered into pursuant to the Commission's Cold Weather Rule.¹⁸

6. A pending payment agreement is an agreement whereby a customer agrees to make a down payment, and once that payment is made the customer is entered into a payment agreement with the terms established.¹⁹

7. A pending payment agreement must be set up prior to disconnection.²⁰

8. On January 16, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$681.00 down payment due January 30. \$3,570.44 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted January 31.²¹

9. On February 2, a disconnect notice was sent to Mr. Felber with a due date of February 14.²²

10. On February 14, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$701.00 down payment due February 14. \$3,712.10 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted February 15.²³

¹⁷ Commission Rule 20 CSR 4240-13.015(1), defined a payment agreement as a payment plan entered into by a customer and a utility

¹⁸ Commission Rule 20 CSR 4240-13.055, Cold Weather Maintenance of Service: Provision of Residential Heat-Related Utility Service During Cold Weather.

¹⁹ Transcript, Vol. 7, Page 80.

²⁰ Transcript, Vol. 7, Page 68.

²¹ Exhibit 102, Ameren Missouri Field Notes.

²² Exhibit 102, Ameren Missouri Field Notes.

²³ Exhibit 102, Ameren Missouri Field Notes.

11. On February 15, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$701.00 down payment due February 15. \$3,712.10 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted February 16.

12. On February 20, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$701.00 down payment due February 28. \$3,712.10 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted March 1.²⁴

13. On March 6, a disconnect notice was sent to Mr. Felber with a due date of March 16.²⁵

14. On March 20, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$721.00 down payment due March 20. \$3,852.77 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted March 21.

15. On March 21, a Cold Weather Rule pending payment agreement was established for Mr. Felber's account with a \$721.00 down payment due March 29. \$3,852.77 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted March 30.²⁶

16. On April 3, a disconnect notice was sent to Mr. Felber with a due date of April 13.²⁷

²⁴ Exhibit 102, Ameren Missouri Field Notes.

²⁵ Exhibit 102, Ameren Missouri Field Notes.

²⁶ Exhibit 102, Ameren Missouri Field Notes.

²⁷ Exhibit 102, Ameren Missouri Field Notes.

17. On April 6, a payment extension for \$4,573.77 was activated by Ameren Missouri extending the payment due date to April 24. That payment extension defaulted for non-payment on April 24.²⁸

18. On April 25, a telephone call within 24 hours of disconnection (24 hour disconnect call) was made to Mr. Felber.²⁹

19. On April 25, Mr. Felber contacted Ameren Missouri. Mr. Felber was upset because he claimed the call he received showed up in his caller ID as “Boone County Government.” After being transferred to a supervisor Mr. Felber informed Ameren Missouri that he would be contacting the Attorney General.³⁰

20. On April 25, Mr. Felber disputed his past due balance with Ameren Missouri.³¹

21. On April 25, a Non-Cold Weather Rule pending payment agreement was established for Mr. Felber’s account with a \$2,397.00 down payment due April 27. \$2,397.85 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted April 28.³²

22. On April 28, a pending payment agreement was established for Mr. Felber’s account with a \$2,397.00 down payment due April 28. \$2,397.85 was deferred to be paid

²⁸ Exhibit 102, Ameren Missouri Field Notes.

²⁹ Exhibit 102, Ameren Missouri Field Notes.

³⁰ Exhibit 102, Ameren Missouri Field Notes.

³¹ Exhibit 102, Ameren Missouri Field Notes.

³² Exhibit 102, Ameren Missouri Field Notes.

over 12 monthly installments. No down payment was made and that pending agreement was defaulted April 29.³³

23. On April 29, a pending payment agreement was established for Mr. Felber's account with a \$2,397.00 down payment due May 1. \$2,397.85 was deferred to be paid over 12 monthly installments. No down payment was made and that pending agreement was defaulted May 2.³⁴

24. On May 4, a disconnect notice was sent to Mr. Felber with a due date of May 16, in the amount of \$4,725.06 (10-day notice). That notice informed Mr. Felber that his service could be disconnected after May 16 for failure to pay a past due balance.³⁵

25. Mr. Felber was signed up to receive courtesy text alerts.³⁶

26. On May 5, a text message was sent to Mr. Felber informing him of the pending disconnection and that the minimum amount of \$4,725.06 was due by May 16. Mr. Felber was signed up to receive email alerts in Ameren Missouri's billing system.³⁷

27. On May 5, Mr. Felber emailed Ameren Employee, Terri Engelbrecht, about Ameren Missouri showing up in his caller ID as Boone County Government. Ameren Missouri's records indicate that after an investigation it was determined that Message Broadband, the automated call provider, sends the number to the carrier and the carrier adds the name from a database.³⁸

³³ Exhibit 102, Ameren Missouri Field Notes.

³⁴ Exhibit 102, Ameren Missouri Field Notes.

³⁵ Exhibit 102, Ameren Missouri Field Notes, and Exhibit 113, Data Request No. MPSC 0015, and Exhibit 125, Disconnection notice.

³⁶ Transcript, Vol. 7, Pages 26-27.

³⁷ Exhibit 113, Data Request No. MPSC 0015.

³⁸ Exhibit 102, Ameren Missouri Field Notes.

28. On May 15, Ameren Missouri activated a payment extension for Mr. Felber's account for \$4,725.06 with an extension due date of May 17. That payment extension defaulted for non-payment on May 17.³⁹

29. On May 16, Ameren Missouri made two automated calls to Mr. Felber that reached an answering machine (two call attempts 2-9 days prior to disconnection).⁴⁰

30. When Mr. Felber contacted Ameren Missouri to set up a payment agreement, it was prior to his service disconnection on May 19.⁴¹

31. The Florissant Residence is equipped with an Automated Metering Infrastructure (AMI) meter.⁴²

32. Ameren Missouri has a variance from the Commission's notification requirements for its AMI metered customers. As part of that variance Ameren Missouri does not have to knock on a customer's door prior to disconnecting service. Because disconnection of service can be done remotely, Ameren Missouri must make a 24-hour disconnect call prior to disconnection.⁴³

33. On May 18, Ameren Missouri sent a text message to Mr. Felber informing him of the pending disconnection.⁴⁴

34. On May 18, a 24 hour disconnect call was made to Mr. Felber. That call was answered by a person, not a recording (Disconnect call less than 24 hours from

³⁹ Exhibit 102, Ameren Missouri Field Notes.

⁴⁰ Exhibit 102, Ameren Missouri Field Notes, and Exhibit 113, Data Request No. MPSC 0015.

⁴¹ Transcript, Vol. 6, Page 201.

⁴² Transcript, Vol. 7, Pages 46-47.

⁴³ Transcript, Vol. 7, Pages 125-126.

⁴⁴ Exhibit 200, Staff Report and Memorandum.

disconnection).⁴⁵ Mr. Felber had actual notice of the pending disconnection at the Florissant Residence.

35. On May 18, Mr. Felber called Ameren Missouri to set up a payment agreement. Mr. Felber was informed that for an initial payment he would have to pay \$2,509 that would be due that day, May 18. Mr. Felber acknowledged that he understood by saying “Okay, that’s fine.”⁴⁶

36. On May 18, a pending payment agreement was established for Mr. Felber’s account with a down payment due May 18. No down payment was made and that pending agreement was defaulted May 19.⁴⁷ Mr. Felber was informed that he would receive confirmation of the May 18 payment agreement by mail. Mr. Felber was also asked if he would like to receive confirmation by email and he indicated he would like an email copy.⁴⁸

37. Mr. Felber has extensive experience with Ameren Missouri’s payment agreements. When asked how many payment agreements he has previously had, Mr. Felber answered, “Plenty, plus cold weather rule agreements”.⁴⁹

38. Ameren Missouri’s records show that Mr. Felber only made the initial payment to activate previous Ameren Missouri payment agreements six times. None of those previous agreements required a down payment over \$400 and one of the agreements required a down payment of \$0.⁵⁰

⁴⁵ Exhibit 102, Ameren Missouri Field Notes, and Exhibit 113, Data Request No. MPSC 0015.

⁴⁶ Transcript Vol. 6, Page 56, and Exhibit 200A, Audio recording of May 18, 2023 customer service call.

⁴⁷ Exhibit 102, Ameren Missouri Field Notes.

⁴⁸ Exhibit 200A, Audio recording of May 18, 2023 customer service call.

⁴⁹ Transcript, Vol 6, Page 200.

⁵⁰ Exhibit 108, Data Request MPSC 0005, Payment plans from June 2018 to date.

39. It is unknown how many pending payment agreements Mr. Felber has previously had.

40. On Friday, May 19, Ameren Missouri disconnected electrical service to the Florissant Residence.⁵¹

41. On May 19, after service to his property was disconnected, Mr. Felber initiated an informal complaint with the Commission by contacting the Commission's Consumer Services Department.⁵²

42. On May 19, Mr. Felber told the Commission's Consumer Services Department that under a payment agreement with Ameren Missouri he had agreed to pay approximately \$2,500 on May 19, but Ameren Missouri claimed the amount was due May 18. Mr. Felber also claimed that Ameren Missouri was "spoofing" calls and was showing as Boone County Government in his caller ID.⁵³

43. On May 23, Mr. Felber initiated this formal complaint with the Commission.⁵⁴

44. Mr. Felber has dual sim cards in his phone and can receive calls on that phone for both his business line and his personal line.⁵⁵

45. Mr. Felber provided screen shots of his personal calls as well as computer screen shots of his T-Mobile for Business incoming and outgoing calls. The call logs purportedly cover the dates of May 1-18. Mr. Felber offers this as evidence that he did not receive the required disconnection notice calls from Ameren Missouri. The phone

⁵¹ Transcript, Vol. 6, Page 56, and Exhibit 102C, Ameren Missouri Field Notes.

⁵² Transcript, Vol. 6, Page 212.

⁵³ Exhibit 200, Staff Report and Memorandum.

⁵⁴ Transcript, Vol. 6, Page 213.

⁵⁵ Transcript, Vol. 6, Page 28.

numbers are not completely visible on the T-Mobile business screen shots (only the area code and first number).

May 18 Pending Payment Agreement Required Payment Due Date

46. On June 20, Mr. Felber filed a document alleging that Ameren Missouri sent him a confirmation email on May 18, showing that a payment agreement was entered into which included a down payment of \$2,509.00 to be paid by May 22.⁵⁶ Prior to his June 20 filing, Mr. Felber had not alleged that he had an agreement with a May 22 due date and it was not part of his original complaint.⁵⁷

47. Mr. Felber states that he discovered the email when going through his past emails.⁵⁸

48. If a customer requests an email confirmation of a pending payment agreement, Ameren Missouri sends a courtesy email as soon as the pending payment agreement is set up.⁵⁹

49. The language used in Ameren Missouri's the courtesy emails is not in dispute. That language states:

Your payment agreement has been established.

A payment agreement has been established for your Ameren Missouri account ending in _____. Your required payment of _____ is due by _____ in order to activate this agreement.

(This is followed by details of the agreement including the deferred amount, the required payment, the required payment due date, the number of installments, and the installment amount.)

⁵⁶ Exhibit 200, Staff Report and Memorandum.

⁵⁷ Exhibit 101, Formal Complaint.

⁵⁸ Transcript, Vol. 6, Page 54.

⁵⁹ Transcript, Vol. 7, Page 53.

Your account will be updated when the required payment has been received. Failure to pay the full required payment by the due date may result in disconnection of service.

Once the agreement is activated, the monthly installment amount will be included in your total amount due each month. A confirmation letter will be mailed to you for your records.

Please note, late, partial, or missed payments will result in cancellation of the agreement, at which time the entire remaining balance of your agreement will become due immediately.⁶⁰

50. Ameren Missouri employs a vendor, SendGrid, to send email confirmations of pending payment agreements. Ameren Missouri, via SendGrid, sent a pending payment agreement to Mr. Felber on May 18.⁶¹

51. Ameren Missouri was unable to produce a copy of the pending payment agreement because SendGrid only retains copies of emails for 30 days.⁶²

52. Mr. Felber submitted a copy of an Ameren Missouri confirmation email he states he received from Twilio, a company that Mr. Felber says is the parent company for SendGrid. That pending payment agreement in that email bears a May 22 required payment due date. Below the Ameren Missouri confirmation email is a highlighted correspondence with a Nigel purporting to be with team Twilio support. No last name is provided for Nigel. The email twice indicates that if the provider or other party wants to obtain the document data, they must follow the guidelines contained in the terms and conditions. The correspondence also addresses watermarks. These statements may be in response to a correspondence from Mr. Felber, but that response was not included,

⁶⁰ Exhibit 8, Payment agreement courtesy email.

⁶¹ Exhibit 200D, Data Request MPSC 0027, Pending payment agreement email dispatch information.

⁶² Exhibit 200D, Data Request MPSC 0027, Pending payment agreement email dispatch information.

and the email does not appear to be a reply email. The Commission does not find this exhibit credible.⁶³

53. Ameren Missouri's records indicate that the courtesy email sent to Mr. Felber on May 18, contained a May 18 payment date and not a May 22 payment date.⁶⁴

Friday AMI Meter Disconnection

54. Mr. Felber has an AMI meter installed at the Florissant Residence. The meter was installed March 8, 2021. AMI meters allow for remote reconnection to occur on a weekend.⁶⁵

55. Ameren Missouri performs disconnections of customer service on Fridays.⁶⁶

56. Pursuant to the Commission's rules, Ameren Missouri cannot disconnect service on a day when utility personnel are not available to reconnect service.⁶⁷

57. Ameren Missouri has utility personnel available on weekends. If an AMI meter could not be reconnected remotely utility personnel would be available to reconnect service.⁶⁸

Service in Wife's Name

58. Lisa Lambert called Ameren Missouri to establish service in her name at the Florissant Residence on May 19.⁶⁹

⁶³ Exhibit 11, Twilio email to Mr. Felber concerning courtesy email.

⁶⁴ Exhibit 200D, Data Request MPSC 0027, Pending payment agreement email dispatch information.

⁶⁵ Exhibit 200, Staff Report and Memorandum.

⁶⁶ Transcript, Vol. 7, Pages 89-90.

⁶⁷ Transcript, Vol. 7, Page 88, and Commission Rule 20 CSR 4240-13.050.

⁶⁸ Transcript, Vol. 7, Page 88.

⁶⁹ Exhibit 104F, Recording of Lisa Lambert call.

59. Lisa Lambert stated at the evidentiary hearing that she had just moved back onto the property on May 19, and Mr. Felber was going to move out.⁷⁰

60. After Ameren Missouri requested a lease, Lisa Lambert faxed a lease agreement made with her in-laws (Mr. Felber's parents) to Ameren Missouri on May 19.⁷¹

61. Lisa Lambert has co-operated businesses with Mr. Felber at the Florissant Residence since at least 2022.⁷² Lisa Lambert and the business she co-operated with Mr. Felber received the benefit of electric service provided at the Florissant Residence under Mr. Felber's Ameren Missouri account.

62. Lisa Lambert testified that she stayed at the Florissant Residence occasionally when she and Mr. Felber were trying to reconcile.⁷³ Lisa Lambert received the benefit of electric service provided at the Florissant Residence under Mr. Felber's Ameren Missouri account.

63. Ameren Missouri did not allow Lisa Lambert to establish electric service in her name at the Florissant Residence.⁷⁴

Medical Hardship Extension

64. A medical hardship allows for an approximately 30-day extension from having service disconnected or reconnection if the medical hardship paperwork is received within 24 hours of disconnection.⁷⁵

⁷⁰ Transcript, Vol. 6, Pages 244-245.

⁷¹ Transcript, Vol. 6, Pages 244-245, and Exhibit 104F, Recording of Lisa Lambert call.

⁷² Transcript, Vol. 6, Page 245.

⁷³ Transcript, Vol. 6, Page 244.

⁷⁴ Exhibit 200, Staff Report and Memorandum.

⁷⁵ Exhibit 118, Data Request MPSC 0026, Medical hardship extension.

65. Pursuant to Ameren Missouri's policies a request for a medical hardship extension must be received directly from the customer's doctor, on their letterhead, and must be faxed to Ameren Missouri. A medical hardship must be received within 24 hours of disconnection to be considered for an extension or reconnection.⁷⁶

66. The disconnection notice sent to Mr. Felber on May 4, contained language explaining where on Ameren Missouri's website information about a medical hardship extension was located.⁷⁷

67. Ameren Missouri's records indicate that Mr. Felber did not apply for a medical hardship extension.⁷⁸

68. Mr. Felber refused to provide medical hardship documentation to Ameren Missouri during the complaint discovery process.⁷⁹

69. Mr. Felber produced a copy of an email to Ameren Missouri employee Terri Engelbrecht from March 16, stating that he would like to submit paperwork for a medical hardship. The email does not indicate that there is an attachment, and there was no indication that the medical hardship paperwork was submitted.⁸⁰

70. Mr. Felber contacted Ameren Missouri about a medical hardship on May 22.⁸¹

⁷⁶ Transcript, Vol. 7, Page 52.

⁷⁷ Exhibit 125, Disconnection notice.

⁷⁸ Exhibit 118, Data Request MPSC 0026, Medical hardship extension.

⁷⁹ Transcript, Vol 6, Page 195.

⁸⁰ Exhibit 16, Mr. Felber's email to Terri Engelbrecht.

⁸¹ Transcript, Vol. 6, Pages 233-234.

71. Ameren Missouri did not consider Mr. Felber's request for a medical hardship extension because the paperwork received from Mr. Felber's doctor was received in excess of 24 hours after his service was disconnected.⁸²

Bankruptcy

72. Mr. Felber filed for Bankruptcy in 2018.⁸³

73. On June 9, Mr. Felber filed a one-page document in the Commission's Electronic Filing and Information System (EFIS) from the United States Bankruptcy Court titled Discharge of Debtor(s) bearing a date of September 5, 2018. That document is incomplete and shows no debtors or amounts that were discharged in bankruptcy.⁸⁴

74. Ameren Missouri's records show that it discharged \$699.39 of debt from Mr. Felber's bankruptcy that was owed to Ameren Missouri for Mr. Felber at the Florissant Residence.⁸⁵

75. In June 2018, Mr. Felber's current Ameren Missouri account was created. That account started with a zero balance, and no balances were transferred from any previous accounts associated with Mr. Felber.⁸⁶

76. None of the past due amounts at issue in this case include any amounts discharged in Mr. Felber's bankruptcy.⁸⁷

⁸² Transcript, Vol. 7, Page 52.

⁸³ Transcript, Vol. 6, Page 108.

⁸⁴ Exhibit 200, Staff Report and Memorandum, and Exhibit 200 E, single page of bankruptcy order.

⁸⁵ Exhibit 200F, Data Request MPSC 0009, Ameren Missouri amounts discharged in bankruptcy.

⁸⁶ Exhibit 200, Staff Report and Memorandum, and Exhibit 112, Data Request MPSC 0014, No amounts discharged in bankruptcy.

⁸⁷ Transcript, Vol. 7, Page 31.

Credit/Debit Card Usage

77. On May 23 the Florissant Residence was set up for automatic payments with Ameren Missouri through online account access using a mobile device.⁸⁸

78. On May 25, two separate logins were made to Mr. Felber's Ameren Account through a mobile device. Two attempts to make \$2,500.00 payments using a credit/debit card were made. Both attempts failed.⁸⁹

79. Mr. Felber stated at the evidentiary hearing that under the advice of outside legal counsel, he would not discuss the credit card allegation because a police report was filed.⁹⁰ No attorney has entered an appearance for Mr. Felber in this proceeding.

Customer Service

80. Mr. Felber stated that he was called a liar by Ameren Missouri customer service numerous times.⁹¹

81. Mr. Felber's daughter testified that she heard him have conversations on speakerphone where Mr. Felber was called a liar and hung up on.⁹²

82. Mr. Felber's wife stated that she did not think Mr. Felber had been called a liar, but could not be certain.⁹³ She later responded that there were instances where Ameren Missouri customer service was rude, hung up on Mr. Felber and called him a liar.⁹⁴

⁸⁸ Exhibit 115, Data Request MPSC 0023, Auto pay setup and attempted payments.

⁸⁹ Exhibit 115, Data Request MPSC 0023, Auto pay setup and attempted payments.

⁹⁰ Transcript, Vol. 6, Page 150.

⁹¹ Transcript, Vol. 6, Page 139.

⁹² Transcript, Vol. 6, Page 218.

⁹³ Transcript, Vol. 6, Page 238.

⁹⁴ Transcript, Vol. 6, Page 243.

83. All calls between Ameren Missouri customer service Customer Care Advisors and leaders are recorded and saved on Ameren Missouri's system in the regular course of business.⁹⁵ None of the audio recordings played at the evidentiary hearing or submitted into evidence contained instances of Mr. Felber being treated rudely or being called a liar.

84. Ameren Missouri's witness, Aubrey Krcmar, credibly testified that she compiled and listened to Ameren Missouri's recorded calls and there were no instances where Mr. Felber was called a liar. Ms. Krcmar noted that there were several instances where the call center representative disconnected the call after advising Mr. Felber that there was nothing else that they could assist with and that the call was not productive.⁹⁶

Disputed Balances

85. According to Ameren Missouri's policies, if a customer disputes an Ameren Missouri bill prior to disconnection, Ameren Missouri suspends the charges so that disconnection does not occur or remove the account from collections.⁹⁷

86. Mr. Felber disputed his bill on November 7, 2018 as part of a formal complaint with the Commission.⁹⁸

87. Mr. Felber disputed his total balance on October 8, 2020. The total balance was suspended pending an informal complaint with the Commission.⁹⁹

⁹⁵ Transcript, Vol. 6, Page 253.

⁹⁶ Transcript, Vol. 6, Pages 263-264.

⁹⁷ Transcript, Vol. 7, Page 32.

⁹⁸ Transcript, Vol. 7, Page 32, Exhibit 114, Data Request MPSC 0022, Billing disputes, and Commission File No. EC-2019-0121.

⁹⁹ Transcript, Vol. 7, Pages 32-33, and Exhibit 114, Data Request MPSC 0022, Billing disputes.

88. On April 14, 2022, Mr. Felber contacted Ameren Missouri's legal and regulatory departments with an intent to sue letter claiming that Ameren Missouri had not applied a payment to his account. Ameren Missouri was unable to locate the payment Mr. Felber claimed to have made.¹⁰⁰

89. On July 15, 2022, Mr. Felber contacted Ameren Missouri regulatory personnel and advised that he had filed a complaint with the Missouri Attorney General's Office. Ameren Missouri suspended the charges to ensure that Mr. Felber was not disconnected while disputing his balance with the Attorney General's Office.¹⁰¹

90. On September 26, 2022, Mr. Felber emailed Ameren Missouri's legal and regulatory departments an intent to sue letter. Ameren Missouri suspended charges on Mr. Felber's account while he investigated whether to dispute those charges.¹⁰²

91. On April 25, 2023, a 24 hour disconnect call was made to Mr. Felber.¹⁰³

92. Mr. Felber disputed his entire balance in an April 25, phone call with Ameren Missouri. At that time Mr. Felber claimed that the due date for his initial payment on a pending payment agreement was April 26 and not April 24. Ameren Missouri voided the disconnection and investigated the dispute.¹⁰⁴

93. Ameren Missouri's policy is that a billing dispute must be received prior to disconnection to avoid a service interruption.¹⁰⁵

¹⁰⁰ Transcript, Vol. 7, Page 33, and Exhibit 114, Data Request MPSC 0022, Billing disputes.

¹⁰¹ Transcript, Vol. 7, Page 33, and Exhibit 114, Data Request MPSC 0022, Billing disputes.

¹⁰² Transcript, Vol. 7, Pages 33-34, and Exhibit 114, Data Request MPSC 0022, Billing disputes.

¹⁰³ Exhibit 102, Ameren Missouri Field Notes.

¹⁰⁴ Exhibit 200, Staff Report and Memorandum.

¹⁰⁵ Transcript, Vol. 7, Page 34.

94. Mr. Felber setup a pending payment agreement on May 18, whereby he made arrangements to pay an initial payment equal to half is past due balance, with the remaining balance to be paid over 12 months.¹⁰⁶ Mr. Felber was not disputing his balance on May 18, prior to being disconnected on May 19.

Utility Bills

95. Mr. Felber claimed to have utility bills from Ameren Missouri that charged him incorrectly for electric usage.¹⁰⁷ Mr. Felber asserts that these bills are inaccurate because Ameren Missouri does not bill for summer usage during the winter.¹⁰⁸ Mr. Felber also alleged winter usage billed during the summer.¹⁰⁹

96. Mr. Felber produced two bills at the evidentiary hearing he stated showed that Ameren Missouri was billing him incorrectly. One bill was from July 29, 2022, and the Other bill was from November 29, 2022. Those bills displayed both summer and winter usage.¹¹⁰

97. The July 29, 2022, utility bill showed that Mr. Felber was billed for service from May 27, 2022, through June 28, 2022. Mr. Felber was billed for summer and winter usage rates on that bill.¹¹¹

¹⁰⁶ Exhibit 200A, Audio recording of May 18, 2023 customer service call.

¹⁰⁷ Transcript, Vol. 6, Page 75.

¹⁰⁸ Transcript, Vol. 6, Page 93.

¹⁰⁹ Transcript, Vol. 7, Page 116.

¹¹⁰ Exhibit 19, Ameren Missouri utility bills.

¹¹¹ Exhibit 19, Ameren Missouri utility bills.

98. The November 29, 2022, utility bill showed that Mr. Felber was billed for service from September 27, 2022, through October 26, 2022. Mr. Felber was billed for summer and winter usage rates on that bill.¹¹²

99. Ameren Missouri's summer rates are in effect from June 1 through September 30, and winter rates are in effect from October 1 through May 31.¹¹³ Mr. Felber's bills contained usage for both summer and winter because the two bills he presented each straddled the change in seasonal rates.¹¹⁴

Ameren Employees Identification

100. Mr. Felber produced photographs to show that Ameren Missouri employees were near the Florissant Residence without Ameren Missouri identification. Both employees are pictured wearing hardhats and work vests. Ameren Missouri identification cannot be seen in the photos. The photos show the employees at a distance and at a limited number of angles.¹¹⁵

III. Conclusions of Law

A. Ameren Missouri is a public utility as defined by Section 386.020(43), RSMo. Furthermore, Ameren Missouri is an electrical corporation as defined by Section 386.020(15), RSMo. Therefore, Ameren Missouri is subject to the Commission's jurisdiction pursuant to Chapters 386 and 393, RSMo.

¹¹² Exhibit 19, Ameren Missouri utility bills.

¹¹³ Transcript, Vol. 7, Page 125

¹¹⁴ Exhibit 19, Ameren Missouri utility bills.

¹¹⁵ Exhibits 6 and 7, Photographs of Ameren Missouri employees and vehicles.

B. Section 386.390 RSMo, provides that a person may file a complaint against a utility, regulated by this Commission, setting forth violation(s) of any law, rule, tariff, or order of the Commission.

C. Commission Rule 20 CSR 4240-13.050(6) regarding disputed amounts and disconnection states:

(6) A utility shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to sections 4 CSR 240-13.045(5) or (6) that is currently the subject of a dispute pending with the utility or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement, unless the utility inadvertently issues the notice, in which case the utility shall take necessary steps to withdraw or cancel this notice.

D. Commission Rule 20 CSR 4240-13.050, concerning discontinuance of service states:

(3) On the date specified on the notice of discontinuance or within thirty (30) calendar days after that, and subject to the requirements of these rules, a utility may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. Service shall not be discontinued on a day when utility personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) calendar day effective period of the notice, all notice procedures required by this rule shall again be followed before the utility may discontinue service

E. Commission Rule 20 CSR 4240-13.035(2)(B) regarding Denial of service states:

2) A utility shall not refuse to commence service to an applicant for any of the following reasons:

B) Failure to pay the bill of another customer, unless the applicant who is seeking service received substantial benefit and use of the service to that customer, or unless the applicant is the legal guarantor for a delinquent bill. In this instance, the utility refusing to commence service, shall have the burden of proof to show that the applicant received substantial benefit and use of the service, or that the applicant is the legal guarantor, provided that such burden shall not apply if the applicant refuses to cooperate in providing or obtaining information the

applicant has or should have regarding the applicant's residence history. To meet that burden the utility must have reliable evidence that—

1. The applicant and that customer resided together at the premises where the bill was incurred and during the period the bill was incurred; and
2. The bill was incurred within the last seven (7) years; and
3. The utility has attempted to collect the unpaid bill from the customer of record; and
4. At the time of the applicant(s) request for service, the bill remains unpaid and not in dispute.

F. The stipulation and agreement in Commission File No. EE-2019-0382, approved by the Commission on July 22, 2020, contains a provision for Enhanced Disconnection Notice Communications schedule. The table below sets out the notices that Ameren Missouri is to provide to non-Medical Equipment Registry customers prior to disconnection.

| Days Before Disconnection | Communication |
|----------------------------------|---|
| 10 days before | Written notice provided via US Mail |
| 2-9 days before | Text and/or Email Alert Outbound Automated Call Attempt #1 Outbound Automated Call Attempt #2 |
| 24 hours before | Outbound Automated Call Attempt #3 |

G. Ameren Missouri electric service tariff, MO PSC No. 6, 2nd Revised Sheet No. 144, was approved by the Commission on February 8, 2021, and became effective February 19, 2021. The tariff sheet is slightly different than the approved stipulation and agreement in File No. EE-2019-0382 because it does not contain the requirement that certain contacts take place within the two to nine days prior to disconnection. That tariff sheet states in part:

General Rules and Regulations

VII. Disconnection and Reconnection of Service Continued

Residential Customer Contact and Notice of Disconnection

1. Where an operational AMI remote disconnect is present:

At least 24 hours preceding disconnection of service, the Company will attempt to contact a residential customer through a series of communications to advise of the pending action and what steps must be taken to avoid disconnection. Such communications will include not less than two (2) call attempts and an additional notice via the customer's elected preferred communication method. A final call attempt will be made within 24 hours of the discontinuance of service.

Any third-party notifications established by customer will also receive the same notice and communication attempts.

(This section reflects a variance from Rule 20 CSR 4240-13.050(9), Rule 20 CSR 4240-13.055(3)(C), and Rule 20 CSR 4240-13.055(3)(D) granted by Commission in File No. EE-2019-0382.)

H. Commission approved tariffs have the same force and effect as statutes.¹¹⁶

I. Commission Rule 20 CSR 4240-13.060 regarding Settlement Agreements and Payment Agreements states:

(1) When a utility and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the utility but claims inability to pay the outstanding bill in full, a utility and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

(2) Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the

¹¹⁶ *A.C. Jacobs and Company v. Union Electric Company*, 17 S.W.3d 579, 581 (Mo. App. 2000); *State ex rel. St. Louis County Gas Co. v. Public Service Commission of Missouri*, 286 S.W. 84, 86, (Mo. 1926); *Wheelock v. Walsh Fire Clay Products Co.*, 60 F.2d 415 (8th Circuit 1932); *Updike Grain Co. v. Chicago & N.W. Ry. Co.*, 35 F.2d 486 (8th Circuit 1929); *Chicago, R. I. & P. R. Co. v. Furniture Forwarders of St. . . .*, 267 F.Supp. 175 (D.C. Mo. 1967).

customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account, the customer's ability to pay, the customer's payment history, the time that the debt has been outstanding, the reasons why the debt has been outstanding, and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and utility agree to a longer period.

(3) If a customer fails to comply with the terms and conditions of a settlement agreement, a utility may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with 4 CSR 240-13.050—that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, the utility will discontinue service; and the date upon or after which service will be discontinued.

J. Section 386.430 RSMo., concerning burden of proof states:

In all trials, actions, suits and proceedings arising under the provisions of this chapter or growing out of the exercise of the authority and powers granted herein to the commission, the burden of proof shall be upon the party adverse to such commission or seeking to set aside any determination, requirement, direction or order of said commission, to show by clear and satisfactory evidence that the determination, requirement, direction or order of the commission complained of is unreasonable or unlawful as the case may be.

K. The burden of showing that a regulated utility has violated a law, rule or order of the Commission is with Mr. Felber.¹¹⁷

IV. Decision

Mr. Felber's complaint alleges that Ameren Missouri did not provide notice prior to disconnecting his electrical service as required by Ameren Missouri tariff sheet No. 144. Mr. Felber also alleges that Ameren Missouri failed to follow a payment agreement giving him until May 22, to make an initial payment under a payment agreement emailed to him.

¹¹⁷ In cases where a "complainant alleges that a regulated utility is violating the law, its own tariff, or is otherwise engaging in unjust or unreasonable actions,"..."the burden of proof at hearing rests with the complainant." *State ex rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 693 (Mo. App. 2003).

He further alleges that disconnecting his service on a Friday violates the Commission's rules on when a customer can be disconnected, that Ameren Missouri failed to consider a timely requested medical hardship waiver, that Ameren Missouri customer service called him a liar and hung up on him, and that Ameren Missouri was still billing him for past due amounts discharged in bankruptcy. Mr. Felber also alleges that Ameren Missouri did not allow his wife to establish service in her name at the Florissant Residence in violation of the Commission's rules.

Mr. Felber's complaint states that the amount at issue is \$10,485.00. Mr. Felber says that amount includes punitive damages as well as damages for property, hotel (and other) expenditures, and loss of income.¹¹⁸ The Commission cannot grant a relief in equity or award punitive damages.¹¹⁹

This limitation on the Commission authority also means the Commission cannot grant Mr. Felber relief for the allegations that Ameren Missouri damaged his property and that Ameren Missouri attempted to use his credit/debit card without his permission. However, evidence indicates that Ameren Missouri did not attempt to use Mr. Felber's credit/debit card without permission.

Notice Prior to Disconnection

Mr. Felber alleges that Ameren Missouri failed to follow proper protocols prior to disconnecting his service. He complains that Ameren Missouri did not call him prior to disconnection. Mr. Felber believes that Ameren Missouri violated its tariff sheet MO PSC Schedule No. 6, Sheet No. 144, concerning Residential Customer Contact and Notice of

¹¹⁸ Exhibit 101, Formal Complaint.

¹¹⁹ *State ex rel. GS Technologies Operating Co. v. Pub. Serv. Comm'n*, 116 S.W.3d 680. 696 (Mo. Ct. App. W.D. 2003).

Disconnection. That tariff sheet requires Ameren Missouri to initiate a series of communications at least 24 hours prior to disconnection of service. Ameren Missouri must make at least two attempts to call the customer and an additional contact by the customer's preferred communication method. Ameren Missouri must make a final call attempt within 24 hours of disconnection.

Ameren Missouri's tariff contains a variance from Commission Rules 20 CSR 4240-13.050(9), 20 CSR 4240-13.055(3)(C), and 20 CSR 4240-13.055(3)(D). That variance was granted in File No. EE-2019-0382 when the Commission approved a stipulation and agreement setting out the terms of that variance. The evidence on the record indicates that while Ameren Missouri complied with the terms of its tariff, it did not fully comply with the notice of disconnection requirements contained in the File No. EE-2019-0382 stipulation and agreement.

That stipulation and agreement requires that two to nine days prior to disconnection Ameren Missouri send a text or email alert and make two outbound automated call attempts. Ameren Missouri's tariff is slightly different than the stipulation and agreement, because the tariff does not contain the two to nine-day requirement for the two call attempts and a text/email notification.

Mr. Felber was signed up to receive courtesy text alerts. Ameren Missouri witness Aubrey Krcmar's testimony and Ameren Missouri's response to Staff's data request No. MPSC 0015¹²⁰ show that on May 5, a text message was sent to Mr. Felber informing him of the pending disconnection and that the minimum amount of \$4,725.06 was due by May 16. On May 16, Ameren Missouri made two calls to Mr. Felber using its vendor Message

¹²⁰ Exhibit 113, Data Request No. MPSC 0015.

Broadcast. Both calls reached an automated answering system. Staff's Report and Memorandum shows that a text message informing Mr. Felber of the pending disconnection was sent on May 18. Neither the May 5 nor the May 18 text messages were within the two to nine day window contained in the Commission approved stipulation and agreement. Therefore, the Commission finds that Ameren Missouri failed to comply with the terms of its Commission approved stipulation and agreement from File No. EE-2019-0382.

However, this minor violation does not mean that Mr. Felber was unaware of a pending disconnection. Within 24 hours of disconnection, Ameren Missouri must make a final call attempt to inform the customer of the pending disconnection. On May 18, Ameren Missouri made a 24 hour disconnect call to Mr. Felber and received a live answer. Thus, even though Ameren Missouri's numerous prior attempts to notify Mr. Felber were not all within the exact timeframes contained in the Commission-approved stipulation and agreement, Mr. Felber had actual notice of the impending service disconnection. Actual notice is further demonstrated by Mr. Felber's attempt to set up a payment agreement to avoid disconnection.

May 18 Pending Payment Agreement Required Payment Due Date

Mr. Felber asserts that Ameren Missouri sent him a payment agreement with a May 22 due date for a required payment. Mr. Felber argues that Ameren Missouri violated its payment agreement when it disconnected his service on May 19, prior to the May 22 payment due date. This claim was not part of Mr. Felber's original complaint. This claim did not arise until June 20, when Mr. Felber filed a copy of a pending payment agreement bearing a May 22 due date for a required payment. Ameren Missouri asserts that the

courtesy confirmation email sent to Mr. Felber was not a payment agreement, but a pending payment agreement. Ameren Missouri also states that the due date for the required initial payment was May 18, and not May 22. Because Mr. Felber did not include this allegation in his original complaint, it appears that Mr. Felber first discovered the email with the May 22 payment due date closer to the June 20 time of filing it with the Commission. Thus, the Commission is not persuaded by Mr. Felber's argument that he had until May 22 instead of May 18 to make an initial payment. His argument is also undercut by the recorded conversation on the May 18 call with Ameren Missouri customer service, where Mr. Felber called to set up a payment agreement--where Mr. Felber acknowledged that he had to make the required \$2,509.00 payment that day.

Ameren Missouri could not obtain a copy of its courtesy email to Mr. Felber due to its vendor, SendGrid, not retaining these emails after 30 days. However, Ameren Missouri's records show that a May 18 due date was entered into its system on May 18. The email exhibit provided by Mr. Felber is an image file, which Mr. Felber states was done to avoid tampering, but better evidence would have been to produce the original email, a print off of the email, or a forwarded email. Mr. Felber did not. Mr. Felber states that he received a copy of the courtesy email from Twilio, SendGrid's parent company. The email from Twilio that Mr. Felber produced does not contain the correspondence leading up to the email, and Mr. Felber did not include any other correspondence with Twilio. The individual that responds to Mr. Felber does not include his last name or other contact information for himself.

The Commission finds that the initial payment due date was May 18 and was not May 22. The Commission also finds that Mr. Felber has not met his burden to show that

he was unaware that his initial payment was due on May 18 or he would be subject to disconnection. The Commission also finds that Mr. Felber has not met his burden to show that Ameren Missouri disconnected his service prior to the initial payment due date. Further, the Commission does not find that Mr. Felber has met his burden to show that the May 22 due date is the correct date for the required initial payment.

Mr. Felber also asserts that the courtesy email is a payment agreement and not a pending payment agreement as Ameren Missouri asserts. Mr. Felber relies on language in the courtesy email that states: “Your payment agreement has been established” and “A payment agreement has been established for your Ameren Missouri account” to support this proposition. However, the rest of the email states that his required payment of \$2,509.00 is due to activate the agreement, that his account will be updated when the required payment is received, and that once the agreement is activated the monthly installment amount will be added to his monthly total amount.

The Commission agrees with its Staff that Ameren Missouri should examine the language of its pending payment agreement, which has some contradictory and confusing language. Ameren Missouri also acknowledges that it will examine this language. However, the courtesy email informs the recipient that an initial payment is due to *activate* the agreement. The Commission finds that the courtesy email is a pending payment agreement and not a payment agreement. In addition to knowing that he had to pay an initial payment on May 18, given that Mr. Felber had at least nine pending payment agreements with Ameren Missouri in 2023 prior to the May 18 pending payment agreement. Mr. Felber has sufficient prior experience with payment agreements to know

that the agreement does not become effective unless he timely makes that initial payment.

Commission Rule 20 CSR 4240-13.060, concerning settlement and payment agreements, requires that the utility notify the customer prior to disconnection by personal service or first class mail prior to discontinuing service, if the customer fails to comply with the terms of a payment agreement. Mr. Felber did not make the initial payment to activate the agreement. As there was no active payment agreement, there was no requirement that Ameren Missouri mail Mr. Felber a notice that he had defaulted on an agreement prior to disconnecting service.

Friday AMI Meter Disconnection

Mr. Felber asserts that Ameren Missouri could not lawfully disconnect his service on a Friday, because under Commission Rule 20 CSR 4240-15.050(3), "Service shall not be discontinued on a day when utility personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day." Mr. Felber argues that the language has not been updated for AMI meters and therefore is inapplicable. This rule does not discuss meters whatsoever, and is therefore applicable no matter what kind of meter a customer possesses. Ameren Missouri can connect and disconnect Mr. Felber's meter remotely, and could therefore reconnect his service on a Friday or weekend if necessary. Ameren Missouri also maintains staff on weekends to reconnect service if it cannot be remotely reconnected.

Service in Wife's Name

Ameren Missouri did not establish service for Mr. Felber's wife, Lisa Lambert, at the Florissant Residence on May 19, after service was disconnected. Mr. Felber states that

this violates the Commission's Rule 20 CSR 4240-13.035(2)(B) regarding Denial of service. This Complaint would more appropriately be Lisa Lambert's, but she did not file a complaint. Mr. Felber claims that he had moved out and was living elsewhere separate from his wife. The Commission does not find this credible. Mr. Felber and his wife were both at the Florissant Residence prior to, and after, service disconnection. Lisa Lambert testified that she was part of a business that was headquartered at the Florissant Residence, and that she was only occasionally there prior to disconnection. The Commission does not find this credible. The Commission finds the timing of Lisa Lambert's attempt to change service to be related to the disconnection and not because her husband had moved. Further, the Commission finds that Lisa Lambert received a substantial benefit from the electric service provided at the Florissant Residence prior to disconnection.

Medical Hardship Extension

Mr. Felber claims that he filed the necessary paperwork for a medical hardship extension. Not only did Mr. Felber refuse to provide this information to Ameren Missouri during the discovery process, Mr. Felber also provided no evidence at the evidentiary hearing that he had a doctor fax the information to Ameren Missouri prior to disconnection. Mr. Felber's one piece of reliable evidence concerning a medical hardship was an email he sent to an Ameren Employee asking about submitting paperwork. Mr. Felber provided evidence that medical hardship paperwork was faxed to Ameren Missouri, but it was done more than 24 hours after he was disconnected. Because it was not sent prior to disconnection, pursuant to their policy, Ameren Missouri did not consider it. The

Commission finds that Mr. Felber did not timely apply for a medical hardship extension or reconnection.

Bankruptcy

Mr. Felber claims that Ameren Missouri did not remove amounts discharged in bankruptcy. However, Mr. Felber failed to produce a judgment showing what was discharged in his 2018 bankruptcy. Mr. Felber provided only the first page of the judgment, which was essentially a cover page and provided no discharged amounts. Ameren Missouri discharged \$699.39 from Mr. Felber's account. Ameren Missouri started Mr. Felber's current account with a zero balance and transferred no other balances to that account. The Commission finds that Ameren Missouri did not fail to discharge amounts from Mr. Felber's 2018 bankruptcy.

Customer Service

Mr. Felber claims that customer service was rude to him, called him a liar on multiple occasions, and hung up on him. Mr. Felber's daughter supports his contention. His wife stated both that she did and did not hear him called a liar on speakerphone.

Evidence of record shows that Ameren Missouri records all of its customer service calls. Ameren Missouri's witness, Aubrey Krcmar, listened to all the recorded calls and credibly testified that at no point was Mr. Felber called a liar and calls were only discontinued after they became unproductive. The customer service calls played at the evidentiary hearing all demonstrated appropriate customer service behavior. The only person who was rude or threatening on calls in evidence was Mr. Felber. The Commission finds that Ameren Missouri customer service behaved appropriately at all relevant times when talking with Mr. Felber.

Disputed Balances

Mr. Felber claims that Ameren Missouri incorrectly billed him for summer usage in the winter, and winter usage in the summer. Mr. Felber provided two bills as evidence of Ameren Missouri's incorrect billing. However, both bills overlap both summer and winter usage time periods and thus would appropriately bill for both. The Commission does not find that Ameren Missouri incorrectly billed Mr. Felber.

Conclusion

At its core this complaint is reasonably straight-forward. Mr. Felber managed to accrue a past due amount of approximately \$5,000 for electricity that he used and that benefitted him and his family. Mr. Felber was able to go for substantial lengths of time without paying anything toward that balance. Mr. Felber does not dispute that he has made no payments for electricity in 2023.

Mr. Felber employed a variety of strategies to avoid payment of his past due amount. Mr. Felber frames his service disconnection as a series of violations by Ameren Missouri related leading to an unlawful disconnection of his service. However, the history of Mr. Felber's account leading to that disconnection tells a more complete story. Mr. Felber followed a pattern outlined in the findings of fact that when facing the imminent disconnection of electric service, he would contact Ameren Missouri to establish a payment agreement, an extension, or to lodge a complaint or dispute with Ameren Missouri to secure additional time. He repeatedly set up pending payment agreements, and repeatedly failed to pay the required amount to activate those payment agreements. Mr. Felber has extensive experience with Ameren Missouri's pending payment agreements and knows exactly how those agreements work and what is required. Mr.

Felber has a total of six prior payment agreements where he paid the required initial payment to activate the agreement, and an unknown number prior pending payment agreements where he failed to pay that initial payment. Mr. Felber knew that his initial payment to activate a payment agreement was due the day the pending payment agreement was made. A number of times in 2023, Ameren Missouri would allow him to set up pending payment agreement immediately after failing to pay the required initial payment on another pending payment agreement.

Mr. Felber argues that his electric service should be reconnected without payment because notice of his pending disconnection was deficient. The Commission requires multiple notices because the Commission wants to be sure that nobody is disconnected without receiving actual notice of disconnection. Mr. Felber is acutely aware of the status of his account with Ameren Missouri. Mr. Felber was aware that his power could be disconnected after May 16, and received actual 24-hour notice that his services would be disconnected on May 19. Mr. Felber proactively tried to prevent the disconnection by trying to set up a payment agreement.

A deficiency in one of Ameren Missouri's notices does not entitle Mr. Felber to a "do over" because Mr. Felber knew his account status, knew he was subject to disconnection, and knew when he could be disconnected. Mr. Felber's contention that his electrical service should be reconnected without payment is contrary to law. Mr. Felber, like all Ameren Missouri customers, must pay for his utility service in accordance with Ameren Missouri's effective tariffs under the filed rate doctrine.¹²¹

¹²¹ *Brooks v. Empire Dist Elec. Co.*, 420 S.W.3d 586, 592 (Mo. Ct. App. S.D. 2013).

After applying the facts to its conclusions of law, the Commission has reached the following decision. Mr. Felber had the burden to show that Ameren Missouri violated a law, rule, or order of the Commission that is within the Commission's statutory authority to determine. Mr. Felber has failed to meet his burden of proof as to most of his allegations. The Commission does find that Ameren Missouri failed to provide text messages within the two to nine days required in its approved stipulation and agreement. Ameren Missouri provided text message notification 10 days prior to when service to the Florissant Residence could be disconnected, and again one day prior to actual disconnection. Neither of those contacts is within the two to nine days required by the stipulation and agreement approved in File No. EE-2019-0382. The Commission will direct Ameren Missouri to review its notice language and procedures and explain the results of that review to Staff during its next general rate case proceeding. However, the Commission found that Mr. Felber received actual notice prior to his disconnection and was aware that the disconnection was imminent. Therefore, the Commission finds that Ameren Missouri's violation caused no harm in this instance and does not require that Ameren Missouri reconnect electricity to the Florissant Residence without payment. The Commission will deny Mr. Felber's complaint.

Any applications for rehearing must be filed prior to the date this order becomes effective. If the Commission denies an application for rehearing, the party filing the request for rehearing may appeal the Commission's decision as provided by Missouri statutes.

THE COMMISSION ORDERS THAT:

1. Mr. Felber's complaint is denied.

2. Mr. Felber's motions for summary determination are denied.
3. Ameren Missouri is directed to review its disconnection, pending payment agreement, and payment agreement notice language. Ameren Missouri is further directed to examine its notice procedures to make sure that it is following the terms contained in the stipulation and agreement approved in File No. EE-2019-0382. Ameren Missouri shall make sure that it sends the required notices at the required time, and not merely approximate. Ameren Missouri shall explain the results of its review and any actions taken to clarify its procedures to Staff during its next general rate case proceeding.
4. Ameren Missouri may proceed, consistent with the law and the Commission's rules, with Mr. Felber's account as appropriate.
5. Any relief not specifically granted is denied.
6. Any outstanding motions filed prior to the close of evidence are denied.
7. Mr. Felber's requests for restoration of electric service are denied.
8. This order shall become effective on December 29, 2023.



BY THE COMMISSION

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell
Secretary

Rupp, Chm., Coleman, Holsman, Kolkmeier
and Hahn CC., concur.

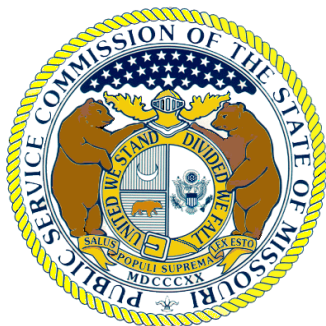
Clark, Senior Regulatory Law Judge

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 29th day of November 2023.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 29, 2023

File/Case No. EC-2023-0395

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Nancy Dippell
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.