

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

<b>Kelvin Dudley,</b>	)	
	)	
<b>Complainant,</b>	)	
	)	<b>Case No.: EC-2024-0191</b>
<b>vs.</b>	)	
	)	
<b>Union Electric Company, d/b/a</b>	)	
<b>Ameren Missouri,</b>	)	
	)	
<b>Respondent.</b>	)	

**ANSWER AND AFFIRMATIVE DEFENSES**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer and Affirmative Defenses states as follows.

Procedural Background

1. On December 8, 2023, Complainant Kelvin Dudley initiated this proceeding against the Company (the “Complaint”) pertaining to the Company’s charges for residential electric (1M) service (“service”) to him at [REDACTED] (the “Premises”).

2. On December 11, 2023, the Commission issued an Order that the Company file an answer to the Complaint no later than January 10, 2024, and that Staff file its report no later than January 25, 2024.

Answer

3. Any allegation not specifically admitted herein by the Company should be considered denied.

4. In answer to Paragraph 1, the Company is without knowledge or information sufficient to admit the allegations of Paragraph 1 of the Complaint, and therefore denies Paragraph 1 of the Complaint.

5. In answer to Paragraph 2, the Company admits that the utility service complained of in the Complaint was received at the address set forth in Paragraph 1 of the Complaint.

6. In answer to Paragraph 3, the Company admits that its address is 1901 Chouteau Avenue, St. Louis, MO 63103. The Company denies each and every remaining allegation of Paragraph 3 of the Complaint.

7. The Company admits the allegations of Paragraph 4 of the Complaint.

8. In answer to Paragraph 5, the Company admits that the amount Complainant has placed at issue in this Complaint is [REDACTED] plus reoccurrence every month. In further response to Paragraph 5, the Company states that the amount at issue is subject to additional billing, installment, and late payment charges, which are added each month to the Complainant's account with the Company.

9. In answer to Paragraph 6, the Company denies that Complainant is entitled to the relief requested and denies the allegations set forth in Paragraph 6 of the Complaint.

10. In answer to Paragraph 7, the Company denies the allegations of Paragraph 7 of the Complaint, and specifically denies that it has violated any statute, tariff, or Commission regulation or order with regard to Complainant.

11. In answer to Paragraph 8, the Company admits that it received a purported "negotiable instrument," signed with the name "Kelvin Dewan Dudley." (*See* attachment to Complaint.) The Company denies all remaining allegations in Paragraph 8. In further response to Paragraph 8, the Company states that it was unable to accept the purported

“negotiated instrument” for a number of reasons. First, as Ameren had previously informed Complainant, due to his account history, he was required to make all payments to the Company in cash, cashier’s check, credit card or money order. Second, the purported “negotiable instrument” submitted by Complainant appears to be a fraudulent document, as it was allegedly drawn on an account with the St. Louis Federal Reserve Bank (which does not service individuals). Therefore, the Company denies that Complainant “tried to settle this matter by discharging this debt with a “negotiable instrument.” Further, the Company denies each and every remaining allegation set forth in Paragraph 8 of the Complaint.

#### Affirmative Defenses

12. Complainant alleges that the Company violated “Title 18 Section 1001,” which is the U.S. Code Section that governs “Fraud and False Statements” generally. Complainant makes no allegations in the Complaint about any alleged “fraud or false statements” by the Company, nor does he allege any facts that constitute a violation of a statute, tariff or Commission regulation, nor does he provide any explanation as to why the Commission should grant the relief he seeks (as he is required to do in his Complaint). Furthermore, the Company notes that, although Complainant alleges that the Company engaged in “fraud or false statements,” the Complainant submitted a purported “Money on Account Order” for an alleged account with the “St. Louis Federal Reserve Bank.” The St. Louis Federal Reserve confirmed to the Company that it is not a financial institution for individuals (like the Complainant), but is instead a service provider to other banks in the United States. Complainant would not be a customer with an account at the St. Louis Federal Reserve Bank. Therefore, it appears to be Complainant (not the Company) that has attempted to engage in fraud or false statements.

13. The Complainant makes unintelligible allegations that the Company has violated various subsections of Section 3 of the Uniform Commercial Code (hereinafter referred to as the “UCC”) and has interfered with Commerce. However, he offers no factual allegations as to how the Company violated the UCC or how the Company interfered with Commerce, nor does he offer any explanation as to why the Commission should grant the relief he seeks. Although the Company is uncertain as to the specific subsections of the UCC to which Complainant refers, it specifically denies any alleged violations of the UCC. Furthermore, the Company specifically denies any interference with commerce.

14. Without any factual or legal support, Complainant alleges that the Company violated “Check 21.” Although the ambiguous reference to “Check 21” is unclear, the Complainant appears to refer to the “Check Clearing for the 21<sup>st</sup> Century Act” (hereinafter referred to as the “Check 21 Act”). According to the website for the Federal Financial Institutions Examination Council, the Check 21 Act “facilitates electronic check exchange by enabling banks to sort and deliver checks electronically and, where necessary, to create legally equivalent substitute checks for presentment to banks that have not agreed to accept checks electronically.” As set forth in Paragraph 11 of this Answer, however, Complainant attempted to submit a fraudulent “negotiable instrument” from the Federal Reserve Bank, to which the Check 21 Act has no application. Notwithstanding Complainant’s citation to an irrelevant Act, the Company denies any alleged violation of the Check 21 Act.

15. Complainant makes another unintelligible allegation that the Company violated “73<sup>rd</sup> Congress Section I, Ch5: 48, 49 June 5, 1993” (sic). The citation made by Complainant is unintelligible and is not an official citation to any particular statute, but appears, instead, to reference a “Joint Resolution” regarding the Menominee Indians in the State of Wisconsin. Complainant makes no allegations about how or when the Company

allegedly violated this “Joint Resolution.” This “Joint Resolution” has no application whatsoever to Complainant’s account with the Company and no application to the allegations in his Complaint. Nevertheless, the Company denies any alleged violation of this “Joint Resolution.”

16. The Company has complied with the Billing and Payment Standards set forth in 4 CSR 240-13.010, *et seq.* Furthermore, Complainant makes no specific alleged violation of the Service and Billing Practices for Residential Customers, as set forth in 4 CSR 240-13.010, *et seq.*

WHEREFORE, Ameren Missouri respectfully requests that the Commission enter an order setting the matter of whether the Company has violated a statute, tariff, Commission regulation or Commission order, for hearing.

*/s/ Carla Fields Johnson*

**Carla Fields Johnson**, #47149  
Fields & Brown, LLC  
300 East 39<sup>th</sup> Street, Suite 1P  
Kansas City, Missouri 64111  
(816) 474-1700 (phone)  
(816) 421-6239 (facsimile)  
cfields@fieldsandbrown.com

**Wendy K. Tatro**, #60261  
Director and Assistant General Counsel  
Ameren Missouri  
1901 Chouteau Avenue, MC 1310  
P.O. Box 66149  
St. Louis, MO 63103  
(314) 554-3533 (phone)  
(314) 554-4014 (facsimile)  
amerenmoservice@ameren.com

**Attorneys for Union Electric  
Company d/b/a Ameren Missouri**

**CERTIFICATE OF SERVICE**

The undersigned certifies that true and correct copies of the foregoing was served on the parties on the certified service list via electronic mail (e-mail) on this 10th day of January, 2024.

/s/ *Carla Fields Johnson*