

EC-2023-0395

Brett Felber
VS
Ameren Missouri

Complainant wishes to file this motion to the Commissioners and Judge Clark and petitions to an appeal of this matter concluded of the report and order filed by the Commission on November 29, 2023.

Complainant wishes to appeal this matter on the grounds of the underlying facts.

1) In the order and report the Commissioners state that Ameren Missouri presented an audio call and or exhibit that pin pointed an exact date of a payment agreement submitted for May 18, 2023.

Nowhere in the audio call that was presented as an exhibit and entered as an exhibit did the audio announce the date of the call, date of the payment arrangement, agreement of the terms of the arrangement, the amount down or the date that the payment was due. In fact during cross examination of Staff, when complainant cross examined Sarah Fontaine of the Staff, after Complainant asked a series of question underlying the call, she herself stated that there was no exact date, or agreed amount, etc .

It is therefore, the Commission and the Regulatory Judge in this matter offered a mere excuse or otherwise known as the Commission habitually lied in this statement. (bold but true, the tape doesn't state a date due, amount, etc)

2) The Commission states in their report and order the payment agreement that Ameren Missouri submitted shows a different date, etc . The piece of paper that Ameren Missouri supplied as an exhibit at the evidentiary hearing is a piece of paper that state the mere opinion of what date they felt it was due.

Mrs. Krcmar, along with counsel, Banks Law LLC openly admitted that Ameren Missouri no longer had a copy of the payment agreement in their possession. However, they stated that "this is the information SendGrid gave them." If SendGrid gave them information pertaining to what the actual date of the payment agreement was and it being different from the agreement that I the complainant submitted. If SendGrid stated that, why didn't Ameren Missouri prouduce a copy on letterhead from SendGrid that clearly showed the exact date of the payment agreement?

That's because Ameren Missouri never reached out to SendGrid to obtain or attempt to obtain a copy. They instead typed up on a blank piece of paper what they felt it should say to manipulate the actual payment agreement that Ameren Missouri sent to Complainant with the correct date of May 22, 2023.

3) The Commission fails to elaborate on the medical hardship and how it wasn't produced or applied for. Complainat submitted an email to that was directed to the attention of Mrs. Engelbrecht and Ms. Grubbs (Ameren's counsel). Why the Complainant would have to show a medical letter, etc or even at a later date another medical letter to show wis beyond me? The email that was submitted as an exhibit on behalf of the complainant clearly states it was a follow up to the request of the Complainant filing for medical hardship, in which the email clearly states that it is

asking for a status update of the application submitted. The application for medical hardship has to be submitted by a doctor or doctors office online, clearly states, etc. Shows directly on their website, that being said the email sent to Mrs. Engelbrecht and Ms. Grubbs clearly asks about the status of the medical hardship that the complainant applied for. It was a follow up email, not a direct application sent to Mrs. Engelbrecht or Ms. Grubbs.

(The Commissions assertion is not only wrong, but is also another lie published in their report and order)

4) During the evidentiary hearing Ameren Missouri through counsel, Banks Law LLC was asked about Twilio. Banks Law LLC directly stated, "we don't know who Twilio is." By counsels own testimony given towards the question that was asked by the Regulatory Judge proves that Ameren Missouri never reached out to SendGrid, because if they did, they would exactly know who Twilio is, because it states who Twilio is on the contact us page of SendGrid's own website and phone number when you call them.

(This proves that Ameren Missouri's so called payment agreement submitted during the evidentiary hearing is fake, altered in production and produced by their master manipulator, Aubrey Krcmar.)

5) During testimony given by Aubrey Krcmar, I call her a Master manipulator and extortion expert, because that's exactly what she has been able to get away with, she stated that "she altered documents because it was easy." Her own words. How the Commission or the Regulatory Judge in this matter can someone who states those exact words as "credible" is very disturbing in nature. This is concerning for anyone who has a complaint with Ameren Missouri, because of the fact they openly admit to altering, they have explored the idea, have the capable means to do and possibly hold software to alter document, such as they have done to obtain an benefit.

6) Ameren Missouri failed to send over 107 request discovery documents when submitted to Banks Law LLC. In fact, when Respondent failed to respond to Complainants 107 discovery requested items, Complainant filed a motion to obtain discovery from the Regulatory Judge. The Complainant was denied of any such matter from the Regulatory Judge.

(Paragraph 6 proves that the Complainant didn't receive a fair trial or more importantly it allowed Ameren Missouri to abuse the process and fail to turn over an discovery requested by the Complainant.

7) Ameren Missouri failed to have their "senior software engineer " available to ask cross-examination questions as instructed by the Regulatory Judge, when he denied my discovery motion. Evidentiary hearing

8) Ameren Missouri failed to have their technical advisor or whoever holds over that department available for cross examination by the Complainant during the evidentiary hearing.

9) In the report and order the Commission specifically stated an interesting statement, that asserts that I the Complainant know the rules of payment arrangements, etc. That may be true, however, just because I the Complainant

know the rules of their payment agreements doesn't give Ameren Missouri and exemption from following all rules, regulations, tariffs, Missouri State Statutes and Federal Statutes.

10) Banks Law LLC, asked Complainant's daughter a lewd comment in which had nothing to do or pertain to the Complainant. When the Complainant asked the Regulatory Judge about the comment, the Regulatory Judge nor the Commission sanctioned Banks Law LLC or Ameren Missouri for asking an inappropriate question that didn't pertain to the topic of the Complaint.

The report and order written and filed by the Commission is a one-sided report that bases their conclusion off mere opinions over facts, such as going even lower by thinking call logs that are presented by the Complainant that clearly show that Ameren failed to reach out to even start the process of disconnection and stating they can't verify them? It clearly shows the provider of those calls.

This report sums up an over costly, overbearing, abuse and exhaustive process in which not only the Commissioners, but the Regulatory Judge allowed Ameren to commit an absorbent amount of deceiving behavior and tactics and possibly get away with fraud and pretty much take advantage and extort the Complainant out of not only money, but also utility services and much needed utility services.

You could easily say, well why didn't the Complainant just pay \$5,027.00 and get their services restored. It's because the Complainant put trust in the system that is put in place to protect Missourians when a dispute arises. The Complainant submitted a compelling amount of factual information that specifically showed names, companies, descriptions of agreements, etc that pinpointed the abuse that Complainant was put through. However, the Commissioners further impeded those rights clearly shown by the exhibits and evidence submitted and even pictures produced.

It showed a severe negligence that the Public Service Commission and the Commissioners further allowed Ameren to get away with and extort Mr. Felber out of money he will never see most likely again, because of the failed system brought by the Commissioners and the Regulatory Judge .

Staff of the Commission prior to the end of the evidentiary hearing made an interesting comment when asked. The Complainant asked Sarah Fontaine a specific question about verification of exhibits or documents, Mr. Keevil decided to interject his comments into it by specifically stating " we rely on the information given to us from you."

This statement alone shows that the Staff of the Commission itself, doesn't truly verify any of the documentation that they are given, otherwise under verification of circumstances it would prove that the Complainant is telling the truth in this matter and the Respondent abused a system, got away with manipulation and extortion, and even submitted fraudulent paperwork to enrich off the Complainant.

If the Complainant's appeal is granted and should be granted, it will show a pattern of abuse, manipulation and extortion, deception, deceiving , illegal and fraudulent tactics and business practices and discriminatory practices that the Commission and the Regulatory Judge allowed Ameren Missouri to conduct and more

importantly extort the customer and infringe the rights of the complainant and interfere with the rights of the Complainant.

Thanks to not only Ameren Missouri, but more importantly the Commission, the Staff, Commissioners and Regulatory Judge in this matter, I lost 7 months worth of valuable time, developed PTSD and have to continue the daily nightmares, as a result of the Commission and Regulatory Judge allowing Ameren Missouri through counsel abuse me and the process, neglect the process, extort I the Complainant out of money I shouldn't have owed and much more. It was discriminatory from the beginning to the end.

If and when any appeal is granted, the Complainant will have their legal counsel file an entry of appearance if granted and we look forward to pointing out the gross amount of extortion and fraud committed by not only Ameren Missouri, but the helm and cluprit of the Commissioners and Regulatory Judge.

FYI, there is a charge of Discrimination that I am pursuing against Ameren Missouri right now that I signed off on January 11, 2024. If the Commission or the Regulatory Judge deny my appeal I will be informing the Missouri Department Of Human Rights Commission to include the Commissioners and the Regulatory Judge or obstruction and interference and impeding my Human Rights under all Missouri State Statutes.

Brett Felber