

**From:** NellG Clark <[REDACTED]>  
**Sent:** Sunday, July 14, 2024 11:05 AM  
**To:** EFIS  
**Cc:** [REDACTED]

**Subject:** Re: Commission Notice for Case No. EC-2024-0111

FILED  
July 15, 2024  
Data Center  
Missouri Public  
Service Commission

As the Complainants in case number 2024-0111. We are completely dissatisfied in the decision of the Public Service Commission. We have not only proven that Ameren Missouri has violated a tariff. As a result of such. Effecting, 1066 Missouri residents directly. Which by no means or in any account be considered, MINOR. To do so is to devalue the residents effected. With or without knowledge of prejudice, to that fact. Minimizing to value of the Missouri Public Service Commission. To those citizens and Missouri state residents. As nonvalued state residents. By Missouri state governed officials.

They have gorsly taken advantage of the system set forth to protect Missouri residents. Therefore, the Commission has in part. Allowed them to do so.

As mandated, it is the duty of The Missouri Public Service Commission to in fact uphold the statues, tariffs, and/or any revisions to those mandates, statues, and tariffs. As stated during the Evidentiary hearing by Judge Riley F. Regulatory Law Judge, (whom we, as the Complainants greatly respect). Also speaking on behalf of Commissioner Kayla H.(chair), Commissioner Jason H., also on the phone conferenced in, Commissioner John M., via Webex. Under penile code ordinance:

386-390 as the revised, a complaint involves any revision of law ,etc. Also in accordance with said ordinance code, 386-390. To uphold jurisdiction of mandates, statues, and tariffs. Therefore, no matter what the complexity of the violation. A violation is simply a violation. Hence, for the Missouri Public Service Commission upon discovery of any violation. To reprimand, the utility company in which the violation of any kind is to have been found. Therefore, in regard to the complaint, and the proof of descriptive information. Does directly, error the account in the charges accumulated. After the charges for which the violation was found. And become a financial discrepancy as a result of the found violation.

Every other sentence in this notice. Directly contradicts, the prior statement.

Then to attempt to smokescreen the information stated in the notice. In a last ditch effort or attempt to confuse the reader or us as the Complainants.

All information should be simple and straightforward. To attempt to confuse. Is insulting and a deceptive legal tactic. In regard to any litigation. In which this technique is only done when deceptive practices are being used, and will be found out. Sooner, rather than later.

The lack of the fact, that you never know how far a person is willing to take their cause. Or never know who a person is tied to, or with.

This is not a game. To us, or any other overcharged, and underestimated, Missouri resident. Taken advantage by this monopoly organization, better known as Ameren UE,(d/b/a) Ameren Missouri.

This is peoples' lives you are playing with, and disregarding.

For example , AMEREN MISSOURI had no clue, that my own sister. An ex Ameren Corporate employee. Was one of the first to catch the billing issues found within our account, and encouraged us to pursue the Complaint process.

After two Informal Complaint inquiries. Followed by a Formal Complaint filing. In the ninth inning of the game. To be precise, the day before the Evidentiary Hearing. May 20th, 2024. After calling us, the complainants in complaint EC-2024-0111. At 10:44a.m., and after disconnection. Of said telephone bribe attempt number 3. By the respondent, Ameren Missouri.

A voice-mail message was left on the voice-mail of Aquilla Canada, one of the two Complainants in case number 2024-0111. By Terry from Ameren Missouri. A direct co worker/employee of none other than, Aubrey Kchmeyer. Stating and furthermore, reintegration was made by her. Yet, again stating. "That Ameren Missouri would be willing to wipe our bill clean. To a zero balance, starting fresh. If we agreed to settle. And drop our complaint pursuits". Because, as she said, at that time of the telephone call in mention. "No violation had been found, and therefore, we would lose our case. And we would as a result be responsible for the entire bill".

However, as we all know the Commission allowed for an objection and sustained it. That this telephone call was in fact hearsay. As can be reviewed via, YouTube and/or Public Record resources. To obtain, such an objection. Of the facts. In which, we all are in full knowledge of the fact. A violation had been discovered. Rather, that the violation in question. In which the Missouri Public Service Commission, has termed. As minor, although it effects 1066, including ourselves. Of Missouri residents, and Ameren Missouri customers. Is a clear example of lines of professionalism, lobbying, and blatant conspiracy. Also grounds of inchoatesness. Within the utility companies and the Commission itself. After three separate investigations. A violation, that is more than that of two years of age. Was only revealed, in the slightest chance that the violation. Would be later discovered. Resulting in a nondocumented, or collaborative strand of evidence. That could not be substantiated. Showing proof of not only a violation at that time. Yet, to have a thorough investigation by the FCC REGULATORS. To again, sooner rather than later, to be discovered. Not to fail to mention, The telephone number in which the voice-mail message was left. Was knowingly a business line to Ameren Missouri, at the time in which it was left. To reinstate, was the day before the Evidentiary hearing. The telephone number being a business line. For our Small minority -disabled woman owned business. The E-I-T ENJOY-IT-TOGETHER LLC. Which is in excellent standing with the Secretary of the State of Missouri. With a high B+ business rating. With Dunn and Bradstreet. Also, that is in excellent standing with, The Better Business Breau, of the Greater St. Louis, MO area. Which was fore mentioned, in our complaint EC-2024-0111, upon filing. Therefore, effecting a small minority based business. Which is in fact a second violation, disregarded. As if it was not one of the key points of the complaint. Which was furthermore, in operation at the time of the first Informal Complaint filing.

Yet, now you say that there is insufficient proof on the part of the Complainants found.

However, in this notice you stated that us paying for service more than once a month happened only twice. But no one should have more bills in a years time. In light of the fact that the Missouri Public Service Commission. Admittedly received a astronomical amount of evidence. From that of the Complainants in case number 2024-0111. Aquilla Canada and Dranel Clark. No mention of a caparison being made of the activity statements provided as proof. That does not match in exact terms of that submitted from Ameren Missouri to the Complainants. In which the Complainants submitted as evidence.

No letterhead. No mention of any deposit in the header of the pages submitted into evidence by Ameren Missouri. No attention made of the dates and duration of service cycles. Between the two made at all. Again I ask, no make a demand to be shown. Of the collaborating documentation. Of the testimony given by Ms. Aubrey Kchmeyer, repeatedly stating the rectification of the violation discovered. Documentation of the software vendor admitting guilt and cause to the violation discovered. Resulting in her testimony being strictened from the record of the. limited Evidentiary hearing. As no more than perjury and blatant deceptive practices involving none other than Hearsay. As Ms. Kucmeyer is the repeated witness on behalf of Ameren Missouri, repeatedly. In complaint after complaint. Of that of Missouri residents seeking justice from the Missouri Public Service Commission, itself.

Yet, she was admittedly unaware as to the payment method terminology upon her testimony. In which she, insultingly took a dig. As to the social level of the Complainants. Informing the court of payment being made at a convenient/corner store of sorts. When in fact, a new payment method was introduced in 2023. In which the Complainants utilized as a means of payment. With receipt and documentation of the payment method. Which was again submitted as part of the Complainants evidence. Which directly is verifiable, by the third party company involved in the payment process.

Hence, what proof did the Commission find to be that of the burden of proof being shown by Ameren Missouri? Showing the rectification had in fact been made. Why was it not submitted with the rest of the evidence entered into

efics. Instead, only testimony, without collaboration was given? Anyone can say something was taken care of, can't they?

For if the Commission has such evidence. Why is it not included in the evidence entered by the legal representative of Ameren Missouri. Not now in response to our response, to this notice.

In fact not submitted into the efics system. Along with their other evidence or documents. That was submitted and entered at the time of the Evidentiary hearing itself?

Please advise as to the justification of that.

No regard has been taken in regard to the allotted miscalculation of the amount due for all services billed by us as the Complainants. Because, all the mathematics, and algorithm charges. Would be mathematically incorrect. For simply the amount charged to us. By Ameren Missouri, to not only restore services. Including the reconnection fee. No matter how minutely it may seem to be. Miscalculation of merely a penny. That's correct, a mere Lincoln cent penny. Could add up to an enormous amount. Over the course of two years, and now approaching 6 months. As of August 2024.

The greatest injustice and utter erragance. To add insult to injury.

Upon discovery of the violation. That was quietly withheld. Within the confines of the Ameren Missouri system/company. To those customers that paid this fee. Or as in our case. Paid to not be without a accommodation. Any upstanding, citizen. Has duly earned the right to a substantial quality of life. As we call it in the medical field. As it is in such called, in judicial proceedings, and federal mandates. Set forth by not only the state. Rather that of the Federal government.

Whom in fact has entrusted the Public Service Commission to uphold the standards, statues, and tariffs of. In regard of all citizens of this fine state. We all call home, Missouri. Explain to us as the Complainants, and the Missouri residents. How can there be more payments made by an Ameren Missouri customer. Than there are months of a year months of a year.

If there are 12 months in a years time. Why are there more than 12 bills per year, and more than 14 for that matter? Giving regards to the ones that you at the very least acknowledging and stating were found. Yet, in June of 2022 only, as the pattern shows. If you give it more than a glance. There were three payments made between June and July 2022. With threat of disconnection. Mentioned during all telephone conversations made in those months. Upon questions of reasons. All advisors gave a different response. All of which were rehearsal and training was given for. That line of questioning. If ever explanation could not be given. We were deemed hostel customers. Especially, if not one payment was ever missed. Even if a payment was late at any point. No payment was ever missed. Which for every year of this account being open. Which did in fact begin in September of 2021. Also in acknowledging the law set forth in that same year. Which is even more of a reason that the advisor, at the time of account setup. Should have mentioned, the new service charges and payment plans. Expected by Ameren Missouri, because it was a new tariff. Set forth earlier that year. Furthermore, as account holder, Mr. Clark, made very clear. I as an authorized user on the account. Am legally blind. As a result of such communications would need to be verbally explained. Which if any of our audio evidence was reviewed. Sight limitations were communicated. As much as the use of a nebulizer and CPAP machine was made privy to Ameren Missouri. Hence the repeated request of medical forms. Which the customer can not control. If any given physicians office. Takes presadence of. Or if it is disregarded, for more pressing matters. No matter how many times they are submitted, by the patient.

There are people with account statements showing hundreds of dollars. Before they received any form of disconnection notice. However, again in regard to our account. Two hundred is the disconnect amount for generating a disconnect notice. Which contains a due date within that same month, continuously. For each year the account has been opened.

Or even the usage on the account shown on the billing statement is directly reflective of the year before. With the only difference being, the month and the amount charged for service.

Just like your birthday changes by a day from year to year. According to Ameren if you look at the graphs on the bills, even after moving and transferring service. Our kilowatt usage has remained the same. Only change being the amount of service being charged. Or instead of October for example, it is November charges, the following year. However, even during months where the kilowatt usage is the same. The amount of service is different, and higher than it was previously! Was there ever a caparison of billing usage and charges for usage done? If it had been done why was is ignored. Or not looked further into, for investigation purposes. Or even questioned, for that matter?

While speaking of billing. Why has Ameren continuously sent out a new bill to us. That includes charges for the month before. Their claim is that it is because, they received payment after the bill was sent out. Even during paperless billing and to this date. When all payments are now instantaneously taken. Also before the due date arrived and payment had already been completed. Our bill still includes an amount we have already received confirmation of payment for, included in it? An example of a descriptive description. Is that of one of the so called double billing for the time period of the transfer of service. From the Spruce location. To the Waldorf address.

According to the Activity statement. Submitted by Ameren into evidence. As previously stated in the upper right hand corner. Of this unrecognizable document information. Which we as the Complainants, have never before seen this version of. Prior to the Evidentiary hearing. In the column of all 4 statements, noted DEPOSIT. Zero is the amount charged. However, in regarding the month of June. While requiring no deposit for transfer of service. Our remaining credit of \$18.33. Was used as deposit fee. When no such deposit deemed necessary. In fact according to this document, the account was credited \$ [REDACTED]. In which the Ameren Missouri system. Claims a final balance of \$ [REDACTED].

However, their documentation states as we continue down the graph. They received payment in that amount 07/11/2023. Yet our evidence contradicts this claim. Showing a paid in full notice date via Ameren Missouri online account portal. As of July 6th, 2023.

And our evidence even shows the overlapping of service cycles. Between the dates of the 14th, of June 2023, and July 7th, 2023. The actual date Ameren charged service for at the Spruce residence. Seven full days after service was terminated at the Spruce address. Also, ten days after service was started at the Waldorf address.

Yet and still showing a due balance at the time of this injustice. At a zero balance due at the Spruce address.

No one caught this in reviewing of the account records? Did you truly have unadulterated fully cooperative access to the full account history? Because, these examples given. Were all supportive, collaborated evidence. Given by us as the Complainants in case number 2024-0111.

When asked we received contradicting responses. Which receipts we have kept. For if purposes like these were to arise.

How dare you make a statement about a violation being minor. When it affects more than 1066 Missouri residents. We are simply exhausted with the legal jargon. Meant to confuse the public. It will not be taken lightly or ignored any longer.

Not to fail to mention. That the funds allocated to the payment for the electric service, that was received.

Were funds directly from, but not limited to. From the limited income received from SSDI, SSI, and MEDICARE BENEFITS. MEANT FOR USE OF SUPPORT FOR MY QUALITY OF LIFE. Which can be considered stealing or misappropriation of funds. Also out of pocket expenses not budgeted to the purpose of a utility service payment. Which in affect, took from funds allocated to another purpose. Frankly, other utilities. Which inherently can be considered, a violation of ADA rights and tariff/statutes in forced by the Americans with Disabilities Act, taking advantage of a disabled person.

This is my last time stating plan and simply, 'Stop playing with us and attempting to play on our intelligence.

We are completely aware that the final say so is that of the Judges.

As stated, due to my blindness at what time did any Ameren representative. Attempt to clarify billing charges prior to obtaining service at the Spruce location? When reflecting over our charges. Why are there 3 different transaction statements. None of which show actual credits? Furthermore, if the Commission has in fact listened to the recordings submitted into evidence. By us as the Complainants and by Ameren Missouri. They would have heard the recording with an Ameren advisor named Jason. Which took place August of 2023. In which he stated, "No meter charges were shown on the then new account at the Waldorf address". Which is why a payment in the amount of \$75.00, was submitted. Because he could not give me any current charges on the account at that time. We had no knowledge of a charge in the amount of \$ [REDACTED], until after that payment was submitted. Which there was record of also in our evidence. Documented through United Healthcare. Whom was the third party company involved, at that time. Our first payment for \$ [REDACTED], was a good faith payment. Because we knew a bill was coming. There was NO DEPOSIT REQUIRED IN TRANSFERRING OF SERVICE TO THE NEW ADDRESS. In fact, the \$ [REDACTED] was the remaining credit on the account at the time of transfer.

Therefore, it is ballently obvious that the Complaint was not thoroughly investigated. As it also was NOT AT THE INFORMAL COMPLAINT LEVEL. FOR IF IT HAD BEEN. THE FOUND VIOLATION WOULD HAD BEEN REVEALED BEFORE THE FORMAL COMPLAINT WAS DEEMED NECESSARY.

Also, no knowledge of the Cold Weather Rule was known to us. Until Ms. Sarah Fountaine, made mention of its existence. During a conversation while questioning me about the Cold Weather Rule. Also, how were we to register for it. Without knowledge of its existence. And it is only honored if a physician completes their portion of the medical form. Which was submitted to the doctor repeatedly. However, knowledge was also given repeatedly to Ameren Missouri. Or else why would we repeat the process time and time again. Due to my blindness, the Commission is saying it's okay to violate the Cold Weather Rule. Because no advisor from Ameren told us about it. And I cannot see to read it. So they get away with it? I DON'T THINK SO. For that matter there were several questions that we asked during the Evidentiary hearing. That were not answered. Or were overruled, or told to ask at another point in the hearing. At no point was the evidence submitted by Ameren via testimony substantiated by proper documentation on their behalf. Which was clearly shown in our evidence by documentation. Also in being knowledgeable of our rights. All documentation used for the proceedings of the complaint filed by us. Was all submitted by the due dates as requested. Now in this Notice, the dates of submission. The dates shown of us entering documents are the dates in which the staff entered the documents were entered into the efics of data based. Although, everything was received via email to all parties involved. On the date requested by the Commission, or the day before. It's a good thing that we kept a copy of all email communication. Then to tell us no other information can be entered after that date. AMEREN MISSOURI consistly submitted information after the date. Even after the extended time frame had passed. Even the objections to our evidence. Made by Ameren Missouri, is insulting in assuming that we didn't or don't know what can and cannot take place during a litigation proceeding. Now the dates in the Notice attempting to show some kind of disregard by us for submission or dates of payments received and recognized by Ameren Missouri system which has a delay in time of at least 24 hours. They even submitted documentation after the ending of business hours. Like that of the violation being submitted after we denied the attempt to get us to withdraw our complaint. Which no notice of or information regarding to was made privy until 7:44p.m. the night before the Evidentiary hearing itself. Please stop insulting our intelligence.

Another example being, why was Ameren Missouri evidence honored. When the Ameren letterhead was missing on so much of it. Not the words Ameren just typed on a piece of paper like a fake report card of a child. But unlike the evidence of the Complainants (Aquila Canada and Dranel Clark) which contained company letterhead of all parties involved. Be it Ameren or otherwise. Yet, as the Commission it has now been stated that we have not shown the burden of proof. Tell me how did they. Even with knowledge of the current FCC INVESTIGATION BECOMING UNDERWAY. THE COMMISSION HAS CLEARLY BEEN A SUPPORT SYSTEM FOR AMEREN TO MONOPOLIZE THE MISSOURI PUBLIC. If it hadn't!!! Why was there no request made to Ameren to submit the original forms or to show the documentation supporting their claim of rectifying all issues.

FAILURE TO PROVE THE CASE HAS NOT FALLEN ON US. IN FACT, Ameren Missouri failed to submit one piece of evidence. In which any software vendor. EVER ADMITTED TO CAUSE THE ERROR AS CLAIMED BY AMEREN. NO COMPANY LETTERHEAD WAS EVER GIVEN OR SUBMITTED INTO EVIDENCE SHOWING ANY FAULT OF ANY ERROR Being Any COMPANIES FAULT BUT AMEREN MISSOURI. Yet this was ignored by the Commission and/or the staff of the Public Service Commission. In regards to payment history. No listing of the months in which more than one payment was requested by Ameren Missouri except for when transference of service was mentioned in the findings.

Furthermore, the dates of issues are incorrect as well. They are in fact the dates of which only Ameren Missouri made reference to. Or dates in which they stated events occurred. However, these dates are in fact the dates in which issues were entered into the Ameren Missouri system. Which has a delayed response. As is known knowledge. To not only the Commission. Rather to, Ameren Missouri, the Missouri Public Service Commission, and Missouri residents. Including ourselves as well.

We will be filing a Civil lawsuit against Ameren Missouri. For several reasons ignored by the Commission. For the record, the evidence objected to, and other evidence, as fore mentioned by Mr. Clark. Will be used at the Civil court proceedings. That was not only shown in our submitted evidence. But also should have been upheld by such. The fact that the only violation acknowledged by the commission. It is stated and referred to in this notice as a minor violation. Is an injustice in and of itself. Surely effecting 1066 residents of Missouri residents, is far from minor. And the proof of it being reconciled has never been shown in the form of documentation. Only in testimony. Of the same witness. In any and every complaint of this type. The gross injustice of this decision of deny will be publicized.

In the form of news reports demanding a investigation into the dealings between the utility companies and the Commission. And the repeated deny of complaints like our own.

Lastly, no mention has been made in regard to us having and running of a small minority based business. And the effect of such. As listed in the complaint as well. No worries, all of these issues and any illegal dealings and/or lobbying

between the Missouri Public Service Commission and Ameren Missouri. Will be thoroughly addressed at the civil courts hearings soon to follow. I for one, as a Missouri resident. Refuse to allow this monopoly organization to continue to get away with the confirmation of the Missouri Public Service Commission backing. To continue to abuse, bend and minimize the Missouri Public any longer. This has been a long and tedious process. For any person to endure. To just be told once again nothing is wrong or found to be wrong. Then, contradict that statement. By listing the findings of a violation, is clear negligence, on behalf of the Missouri Public Service Commission. That was was found as a violation was an important enough to the commission so it was minimized and blatantly ignored. To deny this complaint is a mistake. As in the informal process. The violation was missed. The informal process that was done twice, I might add. Are we honestly the only ones involved in this process to catch that even the violation found was not revealed until the night before the evidentiary hearing took place.

After yet again Ameren Missouri attempted to bully or intimidate us into dropping the complaint in its entirety. Stating guess what? Because we would lose. Well, what do you know. While knowing at that' time they did in fact violate our rights. They stated we would lose because no violation existed. After our refusal to do so. They coached and prepared their only witness, Ms. Kucmeyer. Who is always their only witness. Just off her testimony and/or stating the problem has now been fixed. To avoid a fine or other legal recourse. That the Commission should have required.

Instead , you enter a notice ignoring the findings and in turn deny us. Of the fact that a violation is a violation period. How dare you ignore that and try to say that we failed at showing the burden of proof.

Well my question is , if you are in fact acknowledging there has been an violation found. And Ameren Missouri in fact did admit to the violation. Regardless of recourse to such a violation. Where is their proof of doing so?

It sure isn't on evidence in the form of documentation. Especially, with any software vendor or provider of theirs. Claiming the blame. The testimony itself is hearsay in fact without documentation to collaborate it.

Maybe the thought process is that we are not intelligent enough to have caught that. Well, now you know that we are. Very much more intelligent and knowledgeable of our rights. As Missouri residents or United States citizens than you gave us credit for. Just as an example, Under oath Ms. Kucmeyer stated that we paid our bill at a payment location. Like a corner store or something. Which we never have. She had no knowledge as to what the abbreviation of the payment type shown through the Ameren system stood for. Therefore, she made a stereotype for our payment method. Which has been done repeatedly by the company overall. Yet, the fact that all evidence supposedly reviewed by the Commission has ended in a deny of the Complainants.

For the third time, I must be frank. I cannot wait to see to who the civil and possibly criminal courts agree with. I will say that our attorney is elated and as am I to find out.

I have already contacted the FCC TO DO AN INVESTIGATION ON THE DEALINGS OF THE COMMISSION AND AMEREN MISSOURI AS WELL.

Therefore, this is far from over. In fact, we are just beginning. I look forward to hearing your response. Both of your responses. I just thought I should add. Kind regards.

I am sure we will be in touch. In the meantime I demand to see the documented evidence of FAULT provided by AMEREN MISSOURI. Seeing as how with all of our evidence. The Commission decided we did NOT show or prove ours. Because as Ms. Hernandez stated. Hearsay is not abmissible in court. In the form of testimony or otherwise. Not to mention did not once have we spoke on any financial

Discrepancy one time in court and when we try to, let me rephrased that every time it was brought up in court someone finds a way around the question when it come to doing the math. Don't forget that the Commission promise to Mr Clark that he would have his fair time in court to speak and to make his point. And that time never came even being told if we have to continue the hearing we will do so to allow him the opportunity and once again like always that chance never came. To this day you're still trying to manipulate the situation and keep the truth from being told to Missouri public. Violations were committed around the whole situation until this day the people that have the opportunity to make it right. Are still overlooking the evidence to beat around the bush. When in fact, the evidence speaks for itself. As we have previously mentioned. We also have plenty more evidence that we were told that we couldn't use. Because, we had so much evidence. It's impossible to ever be. That you have more than enough evidence. No matter what evidence, is evidence. If it's used to seek the truth it should be used.

This concludes our response in conclusion of the set forth notice of findings and potential rulings. Of that of the Missouri Public Service Commission. We will continue our pursuit of justice. To the highest extent of the law. If it is deemed necessary. In closing, this will not just go away. Or be swept under the rug. In fact, it's time for the residents of



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