

ER-2024-0319

To show how crooked the Regulatory Judge is and how crooked the Commissioners who enacted in matter EC-2023-0395 were I'm inviting all inventors and the Office of the Public Counsel to freely view parts of the evidentiary hearing that proved my claim.

To make it easier for everyone to see the corrupt practices of Ameren Missouri and the Regulatory Judge read pages 14-15

Pages 14-15 conclude where Ameren Missouri's Regulatory Liaison openly stated "it was easy" to edit emails. You'll notice circled where it specifically states "not only from Ameren."

Judge Clark responded with "That would prove that she did. "She did not indicate that she had edited any of the information in this exhibit."

If you read specifically on line 23 of Page 14 in bold letters "not only from Ameren."

Judge Clark should have immediately ruled on my Motion for reconnection and the Commission should've immediately restored utility services.

In addition exhibit D specifically shows what Mrs. Krcmar edited and inserted towards an altered payment agreement of www2.ameren.com as an email address and cellspacing, cellpadding, wutable, border, etc

Pages 16-19.

Ameren Missouri's own counsel when questioned about Twilio any exhibit that was given of the payment agreement and one from Twilio. Ameren Missouri and their undersigned counsel openly admitted that they declined any conference or meeting with Twilio, because they "didn't know who Twilio" is.

I encourage everyone to go to Twilio's website and see who they are the Parent Company of SendGrid. Guess who Ameren Missouri use to use as their software vendor? SendGrid.

Pages 80-82 reiterate about the Twilio documents and payment agreement, in which Ameren Missouri's counsel changes his answer from what he responded with on pages 16-19.

Pages 134, 153-154

These pages will show that Staff's witness bold face lied about an audio tape at the evidentiary hearing that didn't show conclusive evidence or audio of a payment agreement on May 18, 2023.

You'll notice on page 134 the witness specifically stated "I would agree it was clear to the question asked above in lines 11-14.

However when you look at the circled amounts, she states her opinion on lines 8-15 with no surrounding facts, but what "Ameren Missouri" has given them.

Then when you go down to line 25 of Page 153 and line one of page 154 Staff witness then changes her story to me and the answer given is she agrees with the question that I asked and answered

" I would agree that during the phone call it does not specifically state May eighteenth."

Staff counsel lied and more importantly they lied to protect Ameren instead of doing the correct thing and admitting Ameren was in the wrong and the audio call wasn't a May 18th, 2023 audio.

Judge Clark after seeing that again should have immediately ruled on my Motion and ordered Ameren Missouri to restore utility services.

Page 191-192. There is where the Regulatory Judge bold faced lied to me and others. Right here in his own words the transcript .

"I believe we have a ten day turn-around time so Wednesday at the earliest, ten days at the latest.

I hounded the Commission and the Regulatory Judge for transcript copies and asked when they would be available and got no response at all. Mysteriously it took 30 days for my evidentiary hearings transcript to be uploaded through EFIS. 30 days from the original date of October 6 when the evidentiary hearing took place.

These documents alone, plus the counterfeit, altered and forged "payment agreement that Ameren Missouri utilized and the Commission's lack of concern for the actual victim, which was I the Complainant forced me into a spiral loss of money that I will never gain back because of their illegal, fraudulent and counterfeit actions.

The proof is right here in all these pages, along with the counterfeit payment agreement that not only Ameren Missouri, but the Regulatory Judge and Commissioners allowed Ameren Missouri to utilize and get away with fraud.

Not only did Ameren Missouri commit fraud, but the Commission itself engaged themselves in fraud and participated in the defrauding deceiving and misrepresentation process.

That doesn't include the multiple times the Commission lead me on a wild goose chase about appealing the matter. They purposely gave me incorrect information, therefore they could allow time to lapse.

I'm asking all parties that are inventors of this tariff increase and the Office of the Public Counsel to ask yourself this question? After seeing this do you really think that this tariff rate increase is going to get a fair and proper hearing?

If Ameren Missouri and the Commission themselves commit this much perjury under oath, what else are they going to do to make paperwork benefit them?

How many other matters, such as mine has Ameren Missouri utilized counterfeit documents. How many rate increases have they submitted fraudulent filings, how many fraudulent filings has Staff of the Commission utilized?

The evidence is clear in EC-2023-0395 and on paper from those exact parties showing the perjury they committed in EC-2023-0395 and the perjury came from not only Ameren Missouri, but Staff, the Commission, Commissioners and any undersigned counsel.

Fraud , counterfeit documents, misrepresentation and deception do not conclude a matter, in fact it reopens it.

Judge Clark is a protector of Ameren Missouri in which is why Ameren Missouri runs to have their cases before him, because he will cover up their fraud at any and all costs, without a doubt. It is on paper for Missourians to see the substantial fraud that Ameren Missouri committed.

Ameren Missouri, Judge Clark, Staff of the Commission, Commissioners, Hahn, Coleman Holsman, Kolkmeier have until 2 pm on Tuesday August 6, 2024 to personally admit errored in EC-2023-0395 and allowed Ameren Missouri to commit fraud and utilize counterfeit documents in EC-2023-0395 to resemble a "payment agreement." In addition, they need to immediately reverse any decision on EC-2023-0395 on the grounds of fraud committed by Ameren Missouri.

(Commissioner Mitchell was not part of this matter so I do not express to ask him for an apology.)

If those specific parties do not come forward by 2 pm Tuesday. I will ensure that the Attorney General's Office is made aware of this, along with the Governors Office.

The Regulatory Judge, Staff of the Commission and Commissioners had one job to do. Which was to hold a fair evidentiary hearing and overall hold fair pre-conference hearings. However, instead the Commission enacted on taking advantage of the Complainant because he wasn't represented by an attorney. During the Commission and Ameren Missouri's extreme abuse, they committed their own violations during the process.

There was no fair and just and ensuring for the Complainant. Instead the Complainant was railroaded by these parties and the evidence clearly shows the lies and corrupt practices by Ameren Missouri and by the Commission.

Which leads to my final comments. What counterfeit, forged, altered, deceptive, deceitful paperwork is Ameren Missouri going to use in this current matter and what of that paperwork is the Commission going to allow them to use therefore they get their deceptive rate hike.

If they've openly admitted to editing or altering Ameren emails and personal emails, what other paperwork are they going to alter or edit for their own personal gain.

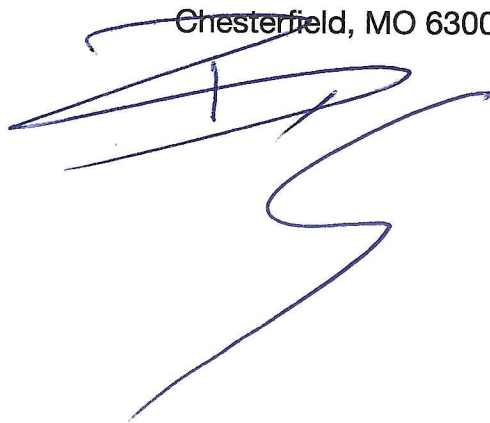
Time to stop the abuse. Stop the fraud and stop the illegal acts that Ameren Missouri is getting away with.

Stop the steal. Corrupt business practices. Fraud, theft by deception. Misrepresentations. Corrupt Utility Company, Corrupt Judges, Corrupt Commissioners.

I'm a true advocate for Missourians and will always ensure that Missourians will never be taken advantage by corrupt utility providers and corrupt Commissions.

This is my story and this year I am finishing the story.

Brett Felber
691 Trade Center Blvd
Suite RRR
Chesterfield, MO 63005



8/4/2024

A senior software engineer was able to provide the values that were inserted by the system into the email template once it was entered, as shown below.

Payment Agreement Email:

TX_WEBAPI_SUB_KEY	TX_WEBAPI_SUB_VALUE
473755489	68134237 %AccountNumberEnding% 8149
473755490	68134237 %PAGDueBySentence% Your required payment of \$2,509.00 is due by 5/18/2023 in order t
473755491	68134237 %PAGAmountDue% \$2,509.00
473755492	68134237 %PAGDueDate% 5/18/2023
473755493	68134237 %PAGAmtDeferred% \$2,509.25
473755494	68134237 %PAGTerms% <table border='0' cellpadding='2' cellspacing='2' color='#444444' id='wutable' w
473755495	68134237 %PAGFirstParagraph% Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress% bfelber14@gmail.com
473755497	68134237 %CurrentYear% 2023
473755498	68134237 %ExternalHostName% www2.ameren.com

Not an email

The senior software engineer also advised that if a customer downloaded the payment agreement confirmation email, they would have the ability to edit the message.

Based on the data that we have, the email Mr. Felber received on 05/18/23 reflected the required payment date of 05/18/23 and does not reflect a required payment date of 05/22/23.

Not from sendgrid or
 Template
 Ameren's Counterfeit exhibit

1 JUDGE CLARK: Hearing no objections Exhibit 124-C
2 is admitted onto the Hearing Record.

3 Please continue.

4 Q. (By Mr. Banks) To your knowledge when did Complainant
5 identify the alleged Pending Payment Agreement email date
6 discrepancy?

7 A. To the best of my recollection it was approximately
8 June twentieth.

9 Q. On Page 2 of Ameren Missouri's Exhibit 119-C you
10 explain the Senior Software Engineer also advised that if a
11 customer downloaded the Payment Agreement confirmation email
12 they would have the ability to edit the message?

13 A. Yes. I did.

14 Q. During the course of your job as a regulatory liaison
15 and working on Complaint cases do you ever reach out to software
16 engineers for information?

17 A. Yes. I do.

18 Q. Have you personally downloaded a confirmation email
19 and been able to edit the message?

20 A. Yes. I have. During the course of my investigation I
21 personally -- well, I found out how easy it was to edit emails.

22 I downloaded emails from my personal email box and was
23 able to edit those, not only from Ameren but from other sources
24 of email that I received. And I found you don't even have to
25 actually download the email in order to edit it. You can

1 actually just forward an email and edit it and it appears to be
2 very authentic.

3 So, yes, during my personal investigation I was able
4 to do this.

5 MR. BANKS: Your Honor, I move that Ameren
6 Missouri's Exhibit 119-C be accepted into the evidence as
7 evidence.

8 JUDGE CLARK: Any objections to Exhibit 119-C
9 being admitted onto the Hearing Record?

10 MR. FELBER: I'm going to object. I would object
11 that for the best interest of Ameren Missouri as Ms. Krcmar just
12 admitted that she's altering documents. That she just admitted
13 that she -- she just admitted that she goes into, she went into
14 her email to find easy things to edit and she was playing around
15 with it. That would be a motion --

16 JUDGE CLARK: That would prove that she did. She
17 did not indicate that she had edited any of the information in
18 this exhibit.

19 Do you have an objection to this particular exhibit?

20 MR. FELBER: I don't have any objection to the
21 exhibit, no.

22 JUDGE CLARK: Yes. And I will agree that she
23 indicated that she had taken some of her private emails and
24 downloaded those and seen if she could manipulate them.

25 MR. FELBER: I mean she was actually going into a

1 system to alter any document.

2 JUDGE CLARK: I've got some questions about this
3 and I'm sure you do as well, but as for right now we're just
4 dealing with the admission of this document.

5 Do you have any further objections to admitting this
6 document into the Hearing Record, Mr. Felber?

7 MR. FELBER: No, your Honor.

8 JUDGE CLARK: I hear no other objections.
9 Exhibit 119-C will be admitted onto the Hearing Record.

10 You may continue your Direct Examination.

11 MR. BANKS: And, your Honor, if I'm not mistaken
12 I thought that you held ruling on Complainant's Exhibit 12.

13 JUDGE CLARK: I did. And I have that set aside.
14 We're talking about the Twilio information.

15 MR. BANKS: Yes, your Honor.

16 JUDGE CLARK: Would you like me to address that
17 at this time?

18 MR. BANKS: Yes, your Honor.

19 JUDGE CLARK: Mr. Felber, you had an Exhibit 12
20 which consisted I believe of six various things that you got
21 from Twilio in regards to how one, depending on the different
22 kinds of coding that are being done, I understand, enters values
23 into the Twilio system.

24 Is that correct?

25 MR. FELBER: Yes, your Honor.

1 JUDGE CLARK: And I had held admitting that since
2 I felt it was a responsive exhibit and the information that it
3 was responding to was not in the record yet, until such time as
4 the information that it was responding to was in the record.

5 At this time do you wish to offer again Exhibit 12 for
6 admission onto the Hearing Record?

7 MR. FELBER: Sure. Yes, your Honor.

8 JUDGE CLARK: Any objections to admitting Exhibit
9 12 onto the Hearing Record?

10 MR. BANKS: Yes, your Honor. We certainly object
11 as irrelevant. Twilio was not Ameren Missouri's vendor and this
12 document provides no value.

13 JUDGE CLARK: What do you mean Twilio was not
14 Ameren Missouri's vendor?

15 MR. BANKS: Well, I'm assuming that Twilio --
16 which is an organization I never heard of before -- is the
17 parent company of Sendgrid.

18 JUDGE CLARK: Okay.

19 MR. FELBER: Yes. They are the parent company of
20 Sendgrid and they actually help with templates and everything,
21 too. That's actually who -- if you were to get a debit request
22 or if you were to want to get documents from is where you would
23 have to send in paperwork certified mail to.

24 JUDGE CLARK: Mr. Felber, this thing that Twilio
25 sent you in regard to client is this the same template that one

1 However, I want to thank the Commission actually for
2 taking the time out of their day today to sit down,
3 I know we all have things that we have to do and
4 everything, I know we all have busy schedules in our
5 life and there's other options we could be doing,
6 but I appreciate them being able to be here today.

7 Over the last five months I've sat down
8 trying to resolve issues with Ameren Missouri.

9 While it hasn't been the best of scenario of any of
10 it. This is what I deal with on a constant basis
11 with Ameren Missouri. Ameren Missouri will tell you
12 one thing and they'll give you another thing.

13 They'll avoid the main topics, while they'll paint a
14 picture that they were good, they really were not
15 good. Anytime you tried to do a dispute, they would
16 say they automatically won. They never gave a
17 chance for that. If you applied for medical
18 hardship, there was simply no response back, there's
19 emails to prove it.

20 Ameren is going to try to paint a picture
21 to you and try to avoid the main subject of this,
22 which is the payment agreement option. The payment
23 agreements, none of their exhibits that are going to
24 show are anything from their main vendor, Twilio
25 SendGrid. I've even offered to have meetings with

1 Twilio themselves three times prior to this, so that
2 way we could clear the air and confusion on that.
3 Counsel has not responded to me, nobody's responded
4 beyond that. If you were right in the essence of
5 it, I would think you would want to have that. That
6 being said, Ameren is avoiding that subject and they
7 are given a list of opinions on how to put things
8 into their coding indexes, none of what they're
9 suffice -- they're going to show you, suffices an
10 actual document, they're going to tell you it's a
11 pending payment agreement, when in actuality they
12 code it in as a payment agreement, they're going to
13 mislead you on that. They're going to mislead you
14 on their misrepresentation, so therefore they don't
15 have to follow a rule or a tariff.

16 Meanwhile, when you look at a staff
17 report, you're going to notice there's two
18 violations that I'm going to bring up later on.
19 However, the staff of the Commission didn't want to
20 mention that, which are crucial as to why services
21 should not have been disconnected. I'm going to
22 paint the picture which surrounds the main topic
23 which was the illegal disconnection and you'll be
24 able to see that through the several payment
25 agreements, the call logs that you'll be presented

1 nature, they should do better wording of how that is
2 done, but right here it admits, they didn't send out
3 a disconnect notice first class mail, and that is
4 one thing that you guys require that's sent out
5 prior to a disconnection.

6 JUDGE CLARK: Go ahead, Mr. Felber.

7 MR. FELBER: Okay, I'm going back. Then
8 Exhibit 14 was the T-Mobile call logs.

9 JUDGE CLARK: And that was already
10 admitted.

11 MR. FELBER: Already admitted, Exhibit 15
12 I think is crucial because of a couple things, first
13 and foremost, I am the type of person when we try to
14 prove something or clear something, I believe in
15 being, I believe in being able to, the whole goal of
16 everything is to mutually come to an agreement
17 correct, or resolve an issue without the process of
18 carrying on further and further. So when I got the
19 agreement, I offered for counsel to reach out to me
20 not only once, but three times to set up a video
21 conference with Twilio to go ahead and discuss these
22 agreements, so that way they could get a better
23 grasp of how they're done.

24 JUDGE CLARK: Hold on, I need to find this
25 e-mail that you're discussing, because I do not

1 remember seeing it in your exhibits. Okay, setting
2 up the conference between Twilio, Respondent and
3 Complainant?

4 MR. FELBER: Yes, Your Honor.

5 JUDGE CLARK: And that is Exhibit 15; is
6 that correct.

7 MR. FELBER: Yes, Your Honor.

8 JUDGE CLARK: Any objections to admitting
9 Exhibit 15 onto the hearing record?

10 MR. BANKS: Yes, Your Honor, it's
11 irrelevant and immaterial, and by further
12 explanation as outside counsel for Ameren,
13 Mr. Felber gives me too much credit for my ability
14 to direct people to do and not do anything, however,
15 in this instance, I did direct our people not to
16 meet with Twilio, because of matters that would
17 later come out, and would probably only further
18 excite the parties (inaudible word) going to now.

19 JUDGE CLARK: You said this is crucial,
20 Mr. Felber, why is this crucial, all this shows to
21 me is that you invited Ameren to meet with Twilio
22 and they declined.

23 MR. FELBER: I would think he would want
24 to know for the record of anything that you know
25 hey, this is what was sent, this is how the process

1 works, this is how, you know, what goes on. Now,
2 he's saying if there something else, and I
3 understand as counsel he has a job to do, however, I
4 believe he's going to try to use a tactic that he's
5 not admitting things too.

6 JUDGE CLARK: Well, I think you just
7 indicated that you invited him to interact with you
8 and Twilio and he indicated specifically instructed
9 Ameren employees not to, and had no desire to do so
10 himself, I don't see where you need the exhibit once
11 that's been done, that's already part of the record.

12 MR. FELBER: Okay.

13 JUDGE CLARK: So -- and I actually agree,
14 I agree with Mr. Banks, outside of the mere fact
15 it's not the content.

16 MR. FELBER: Okay.

17 JUDGE CLARK: Of this exhibit that's
18 important to you, what's important is that you
19 offered and that offered was not accepted, correct?

20 MR. FELBER: Correct, Your Honor.

21 JUDGE CLARK: I think we established that,
22 Exhibit No. 15 is not admitted onto the hearing
23 record, I am sustaining the objection.

24 MR. FELBER: All right, thank you Your
25 Honor.

1 **A. Correct.**

2 Q. And you have listened to the recording of the May
3 18th, 2023 call between Ameren Missouri Customer Care Reps and
4 the Complainant which was attached to Exhibit A to Staff's
5 report but also Ameren Missouri Exhibit 104-C-D?

6 **A. Yes.**

7 Q. And were you present in the hearing or listening in to
8 the WebEx hearing last Friday October 6th, 2023 when the May
9 eighteenth call recording was played?

10 **A. I was.**

11 Q. So from your perspective was it made clear to Mr.
12 Felber during that May eighteenth call that the initial payment
13 was due by the end of that day to activate the Payment
14 Agreement?

15 **A. I would agree that it was clear.**

16 Q. Were you also present during the hearing last Friday
17 when the April 13th, 2023 and April 25th, 2023 recordings which
18 are Exhibits 104-C-A and 104-C-B respectively were played?

19 **A. Yes.**

20 Q. So based on those recordings doesn't it appear that
21 Complainant was alleging a different due date for payment back
22 in April as well?

23 **A. Yes.**

24 Q. And in April Complainant identified the alleged
25 different due date as his basis for disputing his bill then.

1 specifically say May eighteenth.

2 Q. (By Mr. Felber) Okay. Thank you.

3 All right. Let me go on to I guess the exhibits that
4 Ameren submitted. Let me get them here, sorry.

5 In any exhibits pertaining to any billing -- I like
6 the notes that are put in here. These are great notes. They're
7 wonderful notes.

8 However, I'm missing notes in the first set of
9 exhibits --

10 JUDGE CLARK: Wait. You jumped ahead and you
11 haven't told me what you are talking about. What's the document
12 you're looking at?

13 I can't look at notes if I don't know what document
14 I'm looking at.

15 MR. FELBER: It would be the first set -- it
16 would be right under the Complaint, the actual original
17 Complaint that was filed. It would start with Page 1, 12:53.
18 It would show my account number and everything. They have
19 highlights and everything to them.

20 JUDGE CLARK: Hold on just a second. This was
21 attached to Staff's report?

22 MR. FELBER: No. This was actually from the
23 Ameren report.

24 JUDGE CLARK: Do you have an exhibit number?

25 MR. FELBER: I do have an exhibit number. I

1 amount was and the date of the Payment Agreement, and when the
2 date of the Payment Agreement had to be exhibited and what --
3 not exhibited, but when it was, had to be due?

4 Is there any date that specifies May eighteenth, etc.
5 in that tape that was played on Friday that they, is there
6 anything in there that conclusively that says you agree to this
7 amount on this date at this -- correct?

8 **A. So when I put in a Data Request for all recorded phone**
9 **calls I received a list back from Ameren of over a hundred phone**
10 **calls and each of those have a date associated with them. So**
11 **that's what I would conclude based on the dates that were**
12 **provided that that phone call occurred on May eighteenth. And**
13 **it says within that phone call that the payment is required**
14 **today. So that's what I took that from was that list that was**
15 **provided to me.**

16 **Q. Okay. But, what I'm asking you it doesn't say that**
17 **it's due on May eighteenth. Correct? Nowhere does it state the**
18 **amount that's due or anything of that nature. Correct?**

19 **A. You're speaking about the phone call specifically?**

20 **Q. Yes, ma'am. I'm speaking about the phone call**
21 **specifically.**

22 **JUDGE CLARK: And for clarification I believe**
23 **we're talking about Confidential Exhibit 104-D.**

24 **MR. FELBER: Yes.**

25 **A. I would agree that during the phone call it does not**

1 not due until the twenty-second?

2 Well, we know Mrs. Krcmar testified that in her
3 opinion the agreement was altered. Maybe it was. Staff can't
4 say for definitely that it was, and for that reason we kind of
5 ducked that question in the Staff report and tried to lay out
6 facts on both sides of the equation, on Mr. Felber's side and on
7 the Ameren side, that set out the positions of both parties and
8 leave it up to the Commission as the fact finder to decide.

9 But, as Mrs. Grubbs mentioned similar things have
10 occurred on Mr. Felber's account before which raises a bit of
11 suspicion. But, I really think if you can get it down to the
12 questions surrounding the Payment Agreement that will resolve
13 the case one way or the other.

14 And I appreciate your patience throughout this
15 proceeding.

16 Thank you, Judge.

17 JUDGE CLARK: Thank you, Mr. Keevil.

18 All right. There are no other parties here, so there
19 is no necessity to go further that direction.

20 All right.

21 (Discussion was had off the record.)

22 JUDGE CLARK: Off the record we had discussion of
23 when transcript is going to be available.

24 Ms. Hefner indicated that she thought they might be
25 available by next Wednesday. The Commission is not expediting

1 the transcript. Under our current contract I believe we have a
2 ten day turn-around so Wednesday at the earliest, ten days at
3 the latest.

4 Are there any other matters which -- as I indicated
5 there are several motions out there that I will be taking with
6 this case. Are there any other matters that need to be
7 addressed by the Commission before we adjourn this hearing?

8 I hear about four different voices. It sounds like
9 most of them are saying no. But, I'll just go through one at a
10 time.

11 Mr. Felber.

12 MR. FELBER: Yes, your Honor.

13 JUDGE CLARK: Any matters that need to be
14 addressed by the Commission today before we adjourn?

15 MR. FELBER: I would just hope you guys would
16 reconsider the motion.

17 JUDGE CLARK: Okay. I said I would take the
18 motion with the case, so I'm not going to give you any kind of
19 immediate ruling at this point.

20 Any matters that need to be addressed by the
21 Commission before we adjourn for Ameren Missouri?

22 MR. BANKS: No, your Honor.

23 JUDGE CLARK: Thank you.

24 Any matters that need to be addressed before we
25 adjourn from Staff?