

EC-2025-0165

In response to Ameren Missouri's affirmative defenses and answer further proves the complainants complaint that Ameren Missouri chooses to alter, add, modify rules, regulations and tariffs that aren't addressed under Commission rules, regulations and tariffs.

Nowhere written and agreed upon by the Commission and the utility under sections 20 CSR 4240-13.055 Cold Weather Maintenance of Service; Provision of Residential Heat Related Utility Service During Cold Weather. Nor under Commission rule, regulation and tariff 20CSR 4240.13.060 Settlement Agreement and Payment agreements. Or under disconnections.

In fact, Commission rules, regulations and tariffs, agree with Mr. Felber's Complaint and further would agree that Ameren is in violation of Commission rules, regulations and tariffs.

This is another attempt by Ameren Missouri and their co-counsel, reaching to modify, alter, reformat, convert, substitute and change the wording of their CWR agreements and settlement and payment agreements, without it being incorporated into their rules, regulations and tariffs.

Ameren simply wishes to alter all rules, regulations and tariffs to benefit them and only them, when a violation in fact occurs and Ameren has triggered a violation.

I'm surprised that Ameren Missouri didn't telling the whole truth about the email correspondence between Mr. Felber and Ameren Missouri. It was only after Ameren Missouri became aware that Mr. Felber filed a complaint against Ameren regarding the issue and Ameren avoided reaching out to Mr. Felber, that Ameren Missouri reached out to Mr. Felber.

Audio tapes and phone calls will confirm that. In addition, the same audio tape if Ameren decides to share it with the Commission will elaborate that Mr. Felber asked for legal counsel to reinstate the SAME agreement that is sent from do-not-reply@alerts.ameren.com.

At no time after that did Ameren Missouri via email confirm or send Mr. Felber after 7:08 AM on November 20, 2024 did Ameren Missouri send Mr. Felber an email from the email address of do-not-reply@alerts.ameren.com confirming a mutual agreed payment agreement with the terms and conditions generated by the November 1, 2024 payment agreement.

Mr. Felber got an non-sourced email from someone addressing themselves as Terri, without a last name, no corresponding information as to what company they worked for or identification of who they work for, or no contact information.

If Ameren actually did pay attention to page 38 from the Report and Order the Commission stated regarding of one of Mr. Felber's document.

"Mr. Felber states that he received a copy of the courtesy email from Twilio, SendGrids parent company. The individual that responds to Mr. Felber does not include his last name or other contact information for themselves."

The email Mr. Felber received didn't come from Ameren's confirmed email address from all their agreed upon payment agreement and settlement agreements of do-not-

reply@alerts.ameren.com. Therefore it wouldn't have been an agreed upon payment agreement mutually upon customers.

If the Commission is going to allow Ameren to virtually do the SAME thing and allow Ameren to use this document, then it would be prejudice against Mr. Felber not only in EC-2025-0165, but also EC-2023-0395 and would confirm that Mr. Felber didn't get a fair hearing and that Mr. Felber's complaint to re-litigate EC-2025-0395 would need to be reopened by the Commission.

Regardless, Ameren didn't send a mutual payment agreement and any agreement they tried to impose, alter or send, isn't on the same template, in the same format and from the actual source do-not-reply@alerts.ameren.com, therefore should be quashed and confirmed and acknowledged that is isn't an authentic payment agreement.

Even then EC-2025-0165 litigates issues that occurred in EC-2023-0395 under settlements and agreements, disconnections.

Ameren Missouri must simply be stopped with their underlying issues. Instead of admitting they are at fault, as the Complainant continues to point out, Ameren Missouri simply ignored the rules, regulations and tariffs and attempts to tweak and modify the language written and try to reword the rule to something that doesn't exist.

As the Complainant has stated numerous times. Ameren Missouri doesn't care who they hurt, steal from, disconnect illegally. This company is sick from the top of the organization to the bottom of the organization.

They are simply trying to alter the language to make the definition that doesn't exist, exist.

In addition, Ameren Missouri didn't send discovery documents to Mr. Felber as requested in which we ask the Commission to not only grant a hearing to find Ameren in violation of numerous rules, regulations and tariffs, but also Mr. Felber's Motion to Compel must be granted therefore Mr. Felber obtains the corresponding information from Ameren Missouri that confirms Ameren Missouri was, is and continues to be in violation of.

Mr. Felber, reserves the right to use any emails further against Ameren Missouri to show the Commission that Ameren Missouri never attempted to setup the SAME agreement addressed in the complaint.

Whereas, Complainant requests a hearing regarding their motion to compel, motion to quash, and grant the damages included in the complaint and amended complaint and find Ameren in violation of three rules, regulations, tariffs.

Brett Felber
12/26/2024