

EC-2025-0165

Attached with this letter is a copy of page 16 regarding settlement and payment agreements. Nowhere in 20 CSR 4240-13.060 under paragraphs (1), (2), (3), does it remotely or state any of the wording in Ameren Missouri's affirmative defenses or answer. Nowhere.

In fact, it clearly shows that Ameren Missouri committed two violations.

(1) - 20 CSR 4240-13.060

(2) 4 CSR 240-13.050

Ameren Missouri committed the violation of 20 CSR 4240-13.060, when they sent Mr. Felber a disconnect letter for a non delinquent payment agreement that was setup for payment on November 20, 2024. Ameren Missouri's disconnect letter dated November 19, 2024, clearly shows that.

In addition, nowhere in 20 CSR 4240-13.060, does it remotely state that charges are considered "delinquent" prior to the agreed date.

At settlement and payment is exactly what is means, the customer and utility have come to a mutual agreement about the amount owed, the date owed, the specific terms and conditions and an email and template is generated by Ameren Missouri and sent from the email address of do-not-reply@alerts.ameren.com.

Unless the agreement comes specifically from that email address, it is a non-sourced, non-template, not agreed upon mutually between the customer and the utility.

It also specifically states in the Commission rules in paragraph (3).

'If the customer fails to comply with the terms and conditions of a settlement agreement, a utility may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with 4 CSR 240.13.050 that the customer is in default of the payment agreement; the nature of default; that unless full payment of all balances due is made, the utility will discontinue service; and the date upon or after which service will be discontinued.

Nowhere, does it state in these two Commission rules that the utility provider has the right the day before the payment agreement is due, they are allowed to start the process of disconnection of services.

Ameren Missouri illegally started the process of discontinuance one day prior to the due date, November 19, 2024, when the payment wasn't due until November 20,2024. Further more at approximately 7:08 AM, Ameren Missouri continued the threatening and illegal process of discontinuing service demanding the full balance instead of the agreed amount in the settlement and payment agreement rules and regulations.

Furthermore, Ameren Missouri defaulted the agreement a day early.

It is rather disturbing, sickening and abusive, that Ameren Missouri and their legal counsel instead of taking full responsibility for their actions, continue to not only lie, but, also, make up a delusional story of rules and regulations that don't even exist and never existed.

Ameren Missouri simply chooses to alter the wording in Commission rules, regulations and tariffs, replace them with words not there, manipulate the wording, change the terminology.

Nothing in Ameren's legal counsel states in her affirmative answers and defenses on behalf of Ameren Missouri comes close to what is said in paragraphs (1), (2), (3).

The fact that Ameren Missouri continues to make up delusional and fake stories that don't exist and the Commission allows Ameren Missouri to do this, is rather disturbing on all levels.

Ameren Missouri is no more than a sick business that has issues and doesn't care who they hurt, what they steal, what they try to steal from customers.

The fact that Ameren continues to draw out an elaborate scheme to defraud people is concerning.

Complainant further moves to show this exhibit that not only does Ameren Missouri have a altering problem on paper with fake email address, but Ameren Missouri simply chooses to alter the words, manipulate the words, swap, change, interfere, defraud the customer by changing the terminology or "phrase" to a word that isn't even in Commission rules, regulations and tariffs.

Ameren Missouri has abused, altered, manipulated, swapped, changed, for the last almost two years.

When does the Commission, Staff, Regulatory Judge, Commissioners step in and say enough is enough?

Ameren Missouri doesn't have it in them to admit the truth and follow Commission rules, regulations and tariffs, because if they did, they wouldn't have violated these sections twice within a year and a half span.

Instead, Ameren Missouri and their counsel take it upon themselves to develop a pyramid scheme or ponzi scheme to defraud customers and try to sell an elaborate fake delusional story that doesn't exist in the rules, regulations and tariffs.

Ameren Missouri is sick. Most importantly, it takes a sick attorney and sick regulatory division to make up stories. Alter the Commission rules, regulations and tariffs and replace them with words that aren't even stated.

Not only is Ameren Missouri a Con Artist, but their legal counsel in this matter is a Con Artist. Ameren Missouri is defrauding people.

I have two questions I wish to ask Ameren Missouri's counsel?

1) Please admit that Ameren Missouri defaulted on 20 CSR 4240-13.060 & 4 CSR 240-13.050?

2) Please admit that Ameren Missouri verbally and on paper altered the wording of paragraphs (1), (2), (3) ?

3) Please admit that what Ameren Missouri stated in their affirmative answers and defenses is NOT in Commission rules, regulations and tariffs?

- 4) Please admit that Ameren Missouri is in default of both violations?
- 5) Please admit that Ameren Missouri's legal counsel took it upon herself to modify, change, swap, alter the terminology and Commission rules, regulations and tariffs and decided to enact on a policy that isn't in agreement?
- 6) Please admit that Ameren Missouri defaulted the settlement and payment agreement on November 19, 2024, with the illegal disconnection of service letter?
- 7) Please admit that Ameren Missouri's legal counsel participated in defrauding and purposely defrauding the Complainant by trying to extort more money out of the Complainant?
- 8) Please admit that Ameren Missouri and its legal counsel failed to send the Complainant the paperwork requested by Mr. Felber that would agree Ameren Missouri is in default and committed two violations?
- 9) Please admit that any mutual agreement between the utility and customer the agreement is sent directly from do-not-reply@alerts.ameren.com?
- 10) Please admit that www2.ameren.com is NOT an email address?
- 11) Please admit that the "payment agreement" with www2.ameren.com is not a "payment agreement, but is a counterfeit, without proper sourcing, is non-sourced and not a payment agreement?
- 12) Please admit that prior counsel and current Regulatory Staff, Aubrey Krcmar created at the instruction of prior legal counsel a counterfeit document with a fake email address of www2.ameren.com?
- 13) Please admit that www2.ameren.com wouldn't send an email, as it doesn't have the @ symbol for the source origination?
- 14) Please admit that Ameren Missouri and its counsel and employees have tried to defraud Mr. Felber?

Your honor and Commission, I move to ask these questions to Ameren Missouri as part of the discovery process.

Brett Felber
1/14/25