# BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Brett Felber,

Complainant,

v.

Union Electric Company d/b/a Ameren Missouri, Respondent. File No. EC-2025-0165

NOTICE OF EX PARTE COMMUNICATION

Issue Date: January 21, 2025

Between January 16, 2025, and January 18, 2025, the Regulatory Law Judge issuing this notice and the Chief Regulatory Law Judge received emails from Complainant, Brett Felber. Those emails are attached to this notice and are ex parte communications outside of the case process, as defined by Commission Rule 20 CSR 4240-4.015. This notice is given pursuant to Commission Rule 20 CSR 4240-4.020(3).





Nancy Dippell

Nancy Dippell Secretary

John T. Clark, Senior Regulatory Law Judge, by delegation of authority pursuant to Section 386.240, RSMo 2016.

Dated at Jefferson City, Missouri, on this 21st day of January, 2025.

# EC-2025-0165



Date: On Thu, Jan 16, 2025 at 10:08 PM

Greetings everybody, I apologize for the late email. I am one of Mr.Felber's business partners. I will apologize on my behalf. I will ensure that Brett doesn't send any emails outside of his complaint or only to any filings related to issues and orders in his Commission matter.

I do know Brett is upset about a particular document that has been flagged as suspicious and counterfeit. Let me fill you in on that, as that is my department. I'm not going to elaborate much, but not only does the document not have an IP header, which doesn't show an origin source or actual packet send date, but also, it has a website address, as an email address. Without the IP Header and actual packet send date and a failed corresponding @ symbol. The document Mr. Felber is talking about was never sent.

For security and protection the document has been uploaded through the Qualys Database and Fraud Detect System, along with other counterfeit document retrieval databases.I unfortunately have a fiduciary responsibility to upload that and usually inform the other parties hosting provider of the abuse and I have to notify other agencies to inform, if I deem necessary that someone is passing it off as a counterfeit document to commit fraud.

Without an IP Header and packet send and receive date stamp and an invalid email address, I cannot ,nor do I have the authority to remove it from either database. The document is coded as fraudulent and counterfeit. You would have to rectify what I've told you specifically about that document.

Prior to putting it in those databases, I did reach out to all legal channels that we have to work within and received authorization to do so. As another secured layer, Brett did reach out to GoDaddy to inform them, as GoDaddy is the owner of the actual domain name, not email address. Go Daddy even confirmed with Brett that there is no email address of <u>www2.ameren.com</u>.

Going forward since I will be handling that document specifically, you can send any emails or concerns about that document directly to, and I will refrain from Brett sending any further emails to anyone, until deemed necessary.My direct corresponding information is below for any further questions, concerns or any assistance.

Chris Data Recovery & Fraud Analysis Division-St.Louis-Kansas Office Hypercore Wireless Consultants Corp <u>660-362-9147</u>

From:	hypercoremobilenetworkconsultantsllc	
То:	<u>Clark, John</u>	
Cc:		
Subject:	Demand Letter	
Date:	Friday, January 17, 2025 4:08:14 PM	
Attachments:	DemandLetter 3of3.pdf	
	DemandLetter 2of3.pdf	

See attached. Please reach out to Hypercore Mobile & Network Consultants LLC to rectify the counterfeit document.

Hard copies will be certified mailed Tuesday January 21, 2025.

Hypercore Mobile & Network Consultants LLC Hypercore Wireless Consultants Corp Regulatory Affairs Division- Kansas City, Missouri 816-506-0162

Hypercore Mobile & Network Consultants LLC 2865 Dividend Park Dr Florissant, MO 63031

### January 16, 2025

## FOR SETTLEMENT PURPOSES ONLY

Missouri Public Service Commission 200 Madison Street Jefferson City, MO 65101

Re: Demand for Property Return

Dear Missouri Public Service Commission,

The purpose of this letter is to formally demand the immediate return of 5,023.27 due to an illegal disconnection of utility services under 20 CSR 4240-13.060. In addition, damages of an additional \$27,500 for loss of perils, loss of perishable food items. Hotel expenses, , gas, oil maintenance fees. Generators and battery backup systems to supply power during Ameren Missouri and the Missouri Public Service Commissions breach of contract under settlement agreements, payment agreements, payment plans. Utterly publishing a counterfeit document and fictitious, on existent email to steal, commit theft and deceive out of funds not owed. The following facts support this demand:

• 05/19/2023: Illegal disconnection of services. Distributed a counterfeit document with the intent to deceive with a fake, non-exist at email address

The property must be returned to 2865 Dividend Park Dr, Florissant, MO 63031 no later than 7 day(s) after this letter's postage date. If you do not return the property by this deadline, then Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber intend to file a lawsuit in court to hold you responsible for damages caused, plus attorney's fees, associated costs, and expenses.

In court, Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber will present evidence to prove the claim. Once the court rules in Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber's favor, you must comply with the judgment. If you do not, all collection attempts will be made, including:

- reporting the judgment to the appropriate credit agencies,
- levying your bank accounts,
- putting liens on any real and personal properties,

- garnishing wages, money, or equivalent proceeds of business sales, and
- initiating additional collections actions where permissible.

Nothing in this letter constitutes a waiver of Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber's rights to pursue any additional remedies, including filing a lawsuit against Missouri Public Service Commission, Ameren Missouri , and John Clark. For any questions or additional information, you & Network Consultants LLC and Brett & Lisa Felber via email at

Sincerely,

Brett Felber Hypercore Mobile & Network Consultants LLC 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.

473755489	68134237 %AccountNumberEnding%	8149
473755490	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in orde
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" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
(473755498	68134237 %ExternalHostName%	www2.ameren.com

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 Counter feit exhibit

**Confidential Exhibit D** File No. EC-2023-0395 DIVISION 4240 – PUBLIC SERVICE COMMISSION

#### 20 CSR 4240-13 – DEPARTMENT OF COMMERCE AND INSURANCE

## 20 CSR 4240-13.060 Settlement Agreement and Payment Agreement

PURPOSE: This rule establishes procedures where a customer may enter into a settlement agreement or obtain an extension of time in which to pay charges due a utility so that reasonable and uniform standards are established with regard to payment.

(1) When a utility and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the utility but claims inability to pay the outstanding bill in full, a utility and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

(2) Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account, the customer's ability to pay, the customer's payment history, the time that the debt has been outstanding, the reasons why the debt has been outstanding, and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and utility agree to a longer period.

(3) If a 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 settlement agreement; the nature of the 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.

AUTHORITY: sections 386.250(6) and 393.140(11), RSMo 2000.\* This rule originally filed as 4 CSR 240-13.060. Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994. Amended: Filed Aug. 1, 2013, effective March 30, 2014. Moved to 20 CSR 4240-13.060, effective Aug. 28, 2019.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 20 CSR 4240-13.065 Variance

*PURPOSE: This rule establishes the procedure to be followed by a utility seeking a variance from any provision of this chapter.* 

(1) Any utility may file an application with the commission seeking a variance from all or parts of Chapter 13, which may be granted for good cause shown.

(2) A utility filing an application for a variance with the commission shall mail, contemporaneously with the filing, copies of the application by first class mail to the newspaper with the largest circulation in each county within the utility's service area affected by the variance, the public counsel and each party in the utility's most recent rate case who represented residential customers.

(3) Any variance granted by the commission shall be reflected in a tariff.

AUTHORITY: sections 386.250(6), RSMo Supp. 1991 and 393.140(11), RSMo 1986.\* This rule originally filed as 4 CSR 240-13.065. Original rule filed Sept. 22, 1993, effective July 10, 1994. Moved to 20 CSR 4240-13.065, effective Aug. 28, 2019.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 20 CSR 4240-13.070 Commission Complaint Procedures

PURPOSE: This rule sets forth the procedures to be followed prior to and in filing formal or informal complaints with the commission regarding matters covered in this chapter.

(1) Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with the utility as provided in this chapter. The commission specifically reserves the right to waive this requirement when circumstances so require.

(2) Any person aggrieved by a violation of any rules in this chapter or the Public Service Commission laws of Missouri relating to utilities may file an informal or formal complaint under 4 CSR 240-2.070.

(3) If a utility and a customer and/or applicant fail to resolve a matter in dispute, the utility shall advise the customer and/or applicant of his/her right to file an informal complaint with the commission under 4 CSR 240-2.070.

(4) If the staff is unable to resolve the informal complaint to the satisfaction of the parties, the staff shall call the complainant and utility and note such conversation into the commission's electronic file and information system and send a dated letter or email to that effect to the complainant and to the utility. Staff shall also advise the customer of his/her right to file a formal complaint with the commission under 4 CSR 240-2.070.

(A) Upon request, the staff shall send to the complainant a copy of the appropriate rules and the formal complaint form.

(B) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of 4 CSR 240-13.050, the staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

(5) The commission staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that this informal complaint will not be reviewed.

(6) A utility shall not discontinue residential service relative to the amount in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to section (4), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to section (4).

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(7) Failure of the customer to pay the amount of a bill which is not in dispute, as determined pursuant to sections 4 CSR 240-13.045(5) or (6) of these rules, shall be grounds for discontinuance of service and dismissal of an informal or formal complaint.

AUTHORITY: sections 386.250(6) and 393.140(11), RSMo 2016.\* This rule originally filed as 4 CSR 240-13.070. Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Amended: Filed Jan. 14, 1981, effective July 15, 1981. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994. Amended: Filed Aug. 1, 2013, effective March 30, 2014. Amended: Filed Nov. 7, 2018, effective July 30, 2019. Moved to 20 CSR 4240-13.070, effective Aug. 28, 2019.

\*Original authority: 386.250(11), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991, 1993, 1995, 1996 and 393.140(11), RSMo 1939, amended 1949, 1967.

## 20 CSR 4240-13.075 Service Disconnection Reporting Requirements for Electric, Gas, Sewer, and Water Utilities

PURPOSE: This rule sets forth the requirement and standards for the submission of reports regarding and related to the cessation of services provided to customers by those investorowned electric, gas, sewer, and water utilities that serve more than two thousand (2,000) residential customers and that are subject to the jurisdiction of the commission.

#### (1) For purposes of this rule -

(A) Residential meter(s) means a device or devices, owned by a utility, used for measuring the volume of services of a customer's electric, gas, sewer, or water consumption for residential service at a single point of delivery; and

(B) Average customer arrearage means the mean average of the total of all delinquent charges, late payment charges, and reconnection fees per residential meter. This shall be calculated as the sum of all delinquent charges, late payment charges, and reconnection fees associated with all residential meters as of the last minute on the last calendar day of the calendar month, divided by the total number of residential meters with delinquent charges, late fees, or reconnection fees as of the last minute on the last calendar day of the calendar month.

(2) Each utility, as that term is defined in 20 CSR 4240-13.015(1) (FF), serving more than two thousand (2,000) residential customers shall separately provide a report in the commission's electronic filing information system (EFIS) within twenty (20) days of the end of each calendar month. For those utilities that provide more than one (1) type of utility service, individual reports must be provided for each type of utility service. The utility shall provide an electronic copy of each report to the Office of the Public Counsel. All information provided shall be considered public information; however, no customer-specific information shall be reported or made public. All information shall be provided in a native electronic spreadsheet format with all links and formulas intact. The first required monthly report shall be submitted ninety (90) days after this rule becomes effective. Each utility shall report the following information as it relates to the immediately preceding calendar month:

(A) The total number of residential meters actively receiving service as of the first minute on the first calendar day of the calendar month;

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(B) The total number of residential meters actively receiving service as of the last minute on the last calendar day of the calendar month;

(C) The total number of residential meters for which there was a termination of service, as that term is defined in 20 CSR 4240-13.015(1)(EE), during the calendar month;

(D) The total number of residential meters for which there was a discontinuance of service, as that term is used in 20 CSR 4240-13.050(1)(A), (B), (C), and (E), during the calendar month;

(E) The total number of residential meters that did not receive service as of 00:00 on the first calendar day of the calendar month and began receiving service before 24:00 on the last calendar day of the calendar month;

(F) The total number of residential meters for which at least one delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), exists as of the last minute on the last day of the calendar month;

(G) The average customer arrearage;

(H) The total dollar value of any monies received from the Low-Income Home Energy Assistance Program, Low-Income Household Water Assistance Program, or Energy Crisis Intervention Program to pay for a residential meter's delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), during the calendar month;

(I) The total dollar value of any monies received from any assistance program other than those referred to in subsection (2)(H) to pay for a residential meter's delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), during the calendar month;

(J) The total number of residential meters for which payment is made for utility services under a payment agreement, as that term is defined in 20 CSR 4240-13.015(1)(W); settlement agreement, as that term is defined in 20 CSR 4240-13.015(1) (CC); or payment agreement, as that term is used in 20 CSR 4240-13.055(10), as of the last minute on the last day of the calendar month;

(K) The mean average volume of services billed to each residential meter recorded during the calendar month in kilowatt-hours for electric services, centrum cubic feet for gas services, and thousand gallons of water for water services; and

(L) Any other information the commission orders the utility to provide.

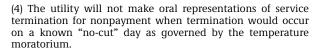
(3) Any utility that provides a report pursuant to this rule, 20 CSR 4240-13.075, need not provide a separate report pursuant to 20 CSR 4240-13.055(15) outside the Cold Weather Rule period. During the designated Cold Weather Rule period, November 1 through March 31, each utility providing heat-related utility service shall submit a report pursuant to 20 CSR 4240-13.055(15) no later than the twentieth day of the following month.

(4) If the commission finds that any deficiency exists in the report provided by a utility as required by section (2) of this rule, the commission may direct its staff to issue a notice to the utility identifying the deficiency. Any utility that receives a notice from the commission stating that deficiencies exist in its report shall respond to that notice within twenty (20) days after the date said notice is issued and shall provide all information necessary to cure the deficiency identified in said notice in its response. Both the notice and the response shall be included in EFIS by the staff of the commission.

JOHN R. ASHCROFT (11/30/23) Secretary of State

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(5) Weather Provisions. Discontinuance of gas and electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas or electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited –

(A) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit  $(32^{\circ}F)$ ; or

(B) On any day when utility personnel will not be available to reconnect utility service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32°F); or

(C) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this rule), provided that such customer has entered into a cold weather rule payment plan, made the initial payment required by section (10) of this rule and has made and continues to make payments during the effective period of this rule that are at a minimum the lesser of fifty percent (50%) of –

1. The actual bill for usage in that billing period; or

2. The levelized payment amount agreed to in the cold weather rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31; and

(D) Nothing in this section shall prohibit a utility from establishing a higher temperature threshold below which it will not discontinue utility service.

(6) Discontinuance of Service. From November 1 through March 31, a utility may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided –

(A) The customer contacts the utility and states his/her inability to pay in full;

(B) The utility receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(C) The customer complies with the utility's requests for information regarding the customer's monthly or annual income; and

(D) There is no other lawful reason for discontinuance of utility service.

(7) Whenever a customer, with a cold weather rule payment agreement, moves to another residence within the utility's service area, the utility shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made. (8) Deposit Provisions. A utility shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this rule to those customers who enter into a payment agreement and make timely payments in accordance with this rule.

(9) Reconnection Provisions. If a utility has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, the utility, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided –

(A) The customer contacts the utility, requests the utility to reconnect service, and states an inability to pay in full;

(B) The utility receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(C) The customer complies with the requests of the utility for information regarding the customer's monthly or annual income;

(D) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of the utility's service, and the customer has not engaged in such activity since last receiving service; and

(E) There is no other lawful reason for continued refusal to provide utility service.

(10) Payment Agreements. The payment agreement for service under this rule shall comply with the following:

(A) A pledge of an amount equal to any payment required by this section by the agency which administers LIHEAP shall be deemed to be the payment required. The utility shall confirm in writing the terms of any payment agreement under this rule, unless the extension granted the customer does not exceed two (2) weeks.

(B) Payment Calculations.

1. The utility shall first offer a twelve- (12-) month budget plan which is designed to cover the total of all preexisting arrears, current bills, and the utility's estimate of the ensuing bills.

2. If the customer states an inability to pay the budget plan amount, the utility and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, the utility and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.

3. A utility shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.

4. The utility may revise the required payment in accordance with its budget or levelized payment plan.

5. If a customer defaults on a cold weather rule payment agreement but has not yet had service discontinued by the utility, the utility shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

(C) Initial Payments.

1. For a customer who has not defaulted on a payment plan under the cold weather rule, the initial payment shall be no more than twelve percent (12%) of the twelve- (12-) month

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budget bill amount calculated in subsection (10)(B) of this rule unless the utility and the customer agree to a different amount.

2. For a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the customer's balance, unless the utility and customer agree to a different amount.

(11) If a utility refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion, or use of the utility's service situated or delivered on or about the customer's premises, the utility shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all utility personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

(12) The commission shall recognize and permit recovery of reasonable operating expenses incurred by a utility because of this rule.

(13) A utility may apply for a variance from this rule by filing an application for variance with the commission pursuant to the commission's rules of procedure. A utility may also file for commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under section (10) of this rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under paragraph (10)(C)2. should be required to pay higher amounts toward de-linquent installments owed under that payment plan.

(14) This section only applies to providers of natural gas services to residential customers. Other providers of heat-related utility services will continue to provide such service under the terms of sections (1) through (13) of this rule. The provisions of sections (1) through (13) of this rule continue to apply to providers of natural gas service except where inconsistent with the terms of this section.

(A) From November 1 through March 31, notwithstanding paragraph (10)(C)2. of this rule to the contrary, a gas utility shall restore service upon initial payment of the lesser of fifty percent (50%) or five hundred dollars (\$500) of the preexisting arrears, with the deferred balance to be paid as provided in subsection (10)(B). Any reconnection fee, trip fee, collection fee, or other fee related to reconnection, disconnection, or collection shall also be deferred. Between November 1 and March 31, any customer threatened with disconnection may retain service by entering into a payment plan as described in this section. Any payment plan entered into under this section shall remain in effect (as long as its terms are adhered to) for the term of the payment plan, which shall be twelve (12) months' duration, unless the customer requests a shorter period or the utility agrees to a longer period. However, a gas utility shall not be required to offer reconnection or retention of service under this subsection (14)(A) more than once every two (2) years for any customer or to any customer who has defaulted on a payment plan under this section three (3) or more times.

(B) Any customer who is not disconnected or in receipt of a disconnect notice shall, at the customer's request, be permitted to enroll immediately in a gas utility's equal payment, budget-billing, or similar plan. Any current bill or existing arrearage at the time of enrollment shall be dealt with consistent with paragraphs (10)(B)1. through (10)(B)4. of this rule, provided that the customer agrees to make the initial payment prescribed in paragraph (10)(C)1. or subsection (14)(A) as applicable.

(C) If a customer enters into a cold weather rule payment plan under this section:

1. Late payment charges shall not be assessed except with respect to failure to make timely payments under the payment plan; and

2. The gas utility shall not charge customers interest on the account balance for any deferral period.

(D) Any customer who enters into a cold weather rule payment agreement under this section and fully complies with the terms of the payment plan shall be treated, going forward, as not having defaulted on any cold weather rule payment agreement.

(E) A gas utility shall describe the provisions of section (14) in any notices or contacts with customers. In telephone contacts with customers expressing difficulty paying their gas bills, gas utilities shall inform those customers of their options under section (14).

(F) A gas utility shall be permitted to recover the costs of complying with this section as follows:

1. The cost of compliance with this section shall include any reasonable costs incurred to comply with the requirements of this section;

2. No gas utility shall be permitted to recover costs under this section that would have been incurred in the absence of this section, provided that the costs calculated in accordance with paragraph (14)(F)1 shall be considered costs of complying with this section;

3. Any net cost resulting from this section as of June 30 each year shall accumulate interest at the utility's annual short-term borrowing rate until such times as it is recovered in rates; and

4. No bad debts accrued prior to the effective date of this section may be included in the costs to be recovered under this section, provided that a gas utility may continue to calculate and defer for recovery through a separate Accounting Authority Order the costs of complying with the commission's January 1, 2006 emergency amendment to this rule upon the same terms as set forth herein. The costs eligible for recovery shall be the unpaid charges for new service received by the customer subsequent to the time the customer is retained or reconnected by virtue of this section plus the unpaid portion of the difference between the initial payment paid under this section and the initial payment that could have been required from the customer under the previously enacted payment provisions of section (10) of this rule, as measured at the time of subsequent disconnection for nonpayment or expiration of the customer's payment plan.

(G) A gas utility shall be permitted to defer and recover the costs of complying with this rule through a one- (1-) term Accounting Authority Order until such time as the compliance costs are included in rates as part of the next general rate proceeding or for a period of two (2) years following the effective date of this amendment.

1. The commission shall grant an Accounting Authority Order, as defined below, upon application of a gas utility, and the gas utility may book to Account 186 for review, audit and recovery all incremental expenses incurred and incremental revenues that are caused by this section. Any such Accounting Authority Order shall be effective until September 30, of each

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(11/30/23) JOHN R. ASHCROFT Secretary of State DIVISION 4240 – PUBLIC SERVICE COMMISSION

budget bill amount calculated in subsection (10)(B) of this rule unless the utility and the customer agree to a different amount.

2. For a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the customer's balance, unless the utility and customer agree to a different amount.

(11) If a utility refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion, or use of the utility's service situated or delivered on or about the customer's premises, the utility shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all utility personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

(12) The commission shall recognize and permit recovery of reasonable operating expenses incurred by a utility because of this rule.

(13) A utility may apply for a variance from this rule by filing an application for variance with the commission pursuant to the commission's rules of procedure. A utility may also file for commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under section (10) of this rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under paragraph (10)(C)2. should be required to pay higher amounts toward de-linquent installments owed under that payment plan.

(14) This section only applies to providers of natural gas services to residential customers. Other providers of heat-related utility services will continue to provide such service under the terms of sections (1) through (13) of this rule. The provisions of sections (1) through (13) of this rule continue to apply to providers of natural gas service except where inconsistent with the terms of this section.

(A) From November 1 through March 31, notwithstanding paragraph (10)(C)2. of this rule to the contrary, a gas utility shall restore service upon initial payment of the lesser of fifty percent (50%) or five hundred dollars (\$500) of the preexisting arrears, with the deferred balance to be paid as provided in subsection (10)(B). Any reconnection fee, trip fee, collection fee, or other fee related to reconnection, disconnection, or collection shall also be deferred. Between November 1 and March 31, any customer threatened with disconnection may retain service by entering into a payment plan as described in this section. Any payment plan entered into under this section shall remain in effect (as long as its terms are adhered to) for the term of the payment plan, which shall be twelve (12) months' duration, unless the customer requests a shorter period or the utility agrees to a longer period. However, a gas utility shall not be required to offer reconnection or retention of service under this subsection (14)(A) more than once every two (2) years for any customer or to any customer who has defaulted on a payment plan under this section three (3) or more times.

(B) Any customer who is not disconnected or in receipt of a disconnect notice shall, at the customer's request, be permitted to enroll immediately in a gas utility's equal payment, budget-billing, or similar plan. Any current bill or existing arrearage at the time of enrollment shall be dealt with consistent with paragraphs (10)(B)1. through (10)(B)4. of this rule, provided that the customer agrees to make the initial payment prescribed in paragraph (10)(C)1. or subsection (14)(A) as applicable.

(C) If a customer enters into a cold weather rule payment plan under this section:

1. Late payment charges shall not be assessed except with respect to failure to make timely payments under the payment plan; and

2. The gas utility shall not charge customers interest on the account balance for any deferral period.

(D) Any customer who enters into a cold weather rule payment agreement under this section and fully complies with the terms of the payment plan shall be treated, going forward, as not having defaulted on any cold weather rule payment agreement.

(E) A gas utility shall describe the provisions of section (14) in any notices or contacts with customers. In telephone contacts with customers expressing difficulty paying their gas bills, gas utilities shall inform those customers of their options under section (14).

(F) A gas utility shall be permitted to recover the costs of complying with this section as follows:

1. The cost of compliance with this section shall include any reasonable costs incurred to comply with the requirements of this section;

2. No gas utility shall be permitted to recover costs under this section that would have been incurred in the absence of this section, provided that the costs calculated in accordance with paragraph (14)(F)1 shall be considered costs of complying with this section;

3. Any net cost resulting from this section as of June 30 each year shall accumulate interest at the utility's annual short-term borrowing rate until such times as it is recovered in rates; and

4. No bad debts accrued prior to the effective date of this section may be included in the costs to be recovered under this section, provided that a gas utility may continue to calculate and defer for recovery through a separate Accounting Authority Order the costs of complying with the commission's January 1, 2006 emergency amendment to this rule upon the same terms as set forth herein. The costs eligible for recovery shall be the unpaid charges for new service received by the customer subsequent to the time the customer is retained or reconnected by virtue of this section plus the unpaid portion of the difference between the initial payment paid under this section and the initial payment that could have been required from the customer under the previously enacted payment provisions of section (10) of this rule, as measured at the time of subsequent disconnection for nonpayment or expiration of the customer's payment plan.

(G) A gas utility shall be permitted to defer and recover the costs of complying with this rule through a one- (1-) term Accounting Authority Order until such time as the compliance costs are included in rates as part of the next general rate proceeding or for a period of two (2) years following the effective date of this amendment.

1. The commission shall grant an Accounting Authority Order, as defined below, upon application of a gas utility, and the gas utility may book to Account 186 for review, audit and recovery all incremental expenses incurred and incremental revenues that are caused by this section. Any such Accounting Authority Order shall be effective until September 30, of each

CODE OF STATE REGULATIONS

(11/30/23) JOHN R. ASHCROFT Secretary of State 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.

473755489	68134237 %AccountNumberEnding%	8149
473755490	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in order
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" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
473755498	68134237 %ExternalHostName%	www2.ameren.com

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 Counter feit exhibit

**Confidential Exhibit D** File No. EC-2023-0395

24	Transcript of Proceedings Page 14
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
	888-893-3767 Lexitas operates in all 50 states and is licensed where required Nevada Registration #116F.

www.lexitaslegal.com

Hypercore Mobile & Network Consultants LLC 2865 Dividend Park Dr Florissant, MO 63031

### January 16, 2025

## FOR SETTLEMENT PURPOSES ONLY

John Clark 200 Madison Street Jefferson City, MO 65101

Re: Demand for Property Return

Dear John Clark,

The purpose of this letter is to formally demand the immediate return of 5,023.27 due to an illegal disconnection of utility services under 20 CSR 4240-13.060. In addition, damages of an additional \$27,500 for loss of perils, loss of perishable food items. Hotel expenses, , gas, oil maintenance fees. Generators and battery backup systems to supply power during Ameren Missouri and the Missouri Public Service Commissions breach of contract under settlement agreements, payment agreements, payment plans. Utterly publishing a counterfeit document and fictitious, on existent email to steal, commit theft and deceive out of funds not owed. The following facts support this demand:

• 05/19/2023: Illegal disconnection of services. Distributed a counterfeit document with the intent to deceive with a fake, non-exist at email address

The property must be returned to 2865 Dividend Park Dr, Florissant, MO 63031 no later than 7 day(s) after this letter's postage date. If you do not return the property by this deadline, then Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber intend to file a lawsuit in court to hold you responsible for damages caused, plus attorney's fees, associated costs, and expenses.

In court, Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber will present evidence to prove the claim. Once the court rules in Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber's favor, you must comply with the judgment. If you do not, all collection attempts will be made, including:

- reporting the judgment to the appropriate credit agencies,
- levying your bank accounts,
- putting liens on any real and personal properties,

- garnishing wages, money, or equivalent proceeds of business sales, and
- initiating additional collections actions where permissible.

Nothing in this letter constitutes a waiver of Hypercore Mobile & Network Consultants LLC and Brett & Lisa Felber's rights to pursue any additional remedies, including filing a lawsuit against John Clark, Ameren Missouri , and Missouri Public Service Commission. For any questions or additional information, you & Network Consultants LLC and Brett & Lisa Felber via email at

Sincerely,

Brett Felber Hypercore Mobile & Network Consultants LLC 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.

470765400	68134237 %AccountNumberEnding%	8149
473755489	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in order
473755490		\$2,509.00
473755491	68134237 %PAGAmountDue%	5/18/2023
473755492	68134237 %PAGDueDate%	
473755493	68134237 %PAGAmtDeferred%	\$2,509.25
473755494	68134237 %PAGTerms%	<table border="0" cellpadding="2" cellspacing="2" color="#444444" id="wutable" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
	68134237 %ExternalHostName%	www2.ameren.com
473755498	68134237 %EXternalHostivanie/	

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 Counter feit exhibit

**Confidential Exhibit D** File No. EC-2023-0395 DIVISION 4240 – PUBLIC SERVICE COMMISSION

#### 20 CSR 4240-13 – DEPARTMENT OF COMMERCE AND INSURANCE

## 20 CSR 4240-13.060 Settlement Agreement and Payment Agreement

PURPOSE: This rule establishes procedures where a customer may enter into a settlement agreement or obtain an extension of time in which to pay charges due a utility so that reasonable and uniform standards are established with regard to payment.

(1) When a utility and a customer arrive at a mutually satisfactory settlement of any dispute or the customer does not dispute liability to the utility but claims inability to pay the outstanding bill in full, a utility and the customer may enter into a settlement agreement. A settlement agreement which extends beyond ninety (90) days shall be in writing and mailed or otherwise delivered to the customer.

(2) Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account, the customer's ability to pay, the customer's payment history, the time that the debt has been outstanding, the reasons why the debt has been outstanding, and any other relevant factors relating to the customer's service. Such a payment agreement shall not exceed twelve (12) months duration, unless the customer and utility agree to a longer period.

(3) If a 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 settlement agreement; the nature of the 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.

AUTHORITY: sections 386.250(6) and 393.140(11), RSMo 2000.\* This rule originally filed as 4 CSR 240-13.060. Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994. Amended: Filed Aug. 1, 2013, effective March 30, 2014. Moved to 20 CSR 4240-13.060, effective Aug. 28, 2019.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 20 CSR 4240-13.065 Variance

*PURPOSE: This rule establishes the procedure to be followed by a utility seeking a variance from any provision of this chapter.* 

(1) Any utility may file an application with the commission seeking a variance from all or parts of Chapter 13, which may be granted for good cause shown.

(2) A utility filing an application for a variance with the commission shall mail, contemporaneously with the filing, copies of the application by first class mail to the newspaper with the largest circulation in each county within the utility's service area affected by the variance, the public counsel and each party in the utility's most recent rate case who represented residential customers.

(3) Any variance granted by the commission shall be reflected in a tariff.

AUTHORITY: sections 386.250(6), RSMo Supp. 1991 and 393.140(11), RSMo 1986.\* This rule originally filed as 4 CSR 240-13.065. Original rule filed Sept. 22, 1993, effective July 10, 1994. Moved to 20 CSR 4240-13.065, effective Aug. 28, 2019.

\*Original authority: 386.250(6), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991 and 393.140(11), RSMo 1939, amended 1949, 1967.

#### 20 CSR 4240-13.070 Commission Complaint Procedures

PURPOSE: This rule sets forth the procedures to be followed prior to and in filing formal or informal complaints with the commission regarding matters covered in this chapter.

(1) Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with the utility as provided in this chapter. The commission specifically reserves the right to waive this requirement when circumstances so require.

(2) Any person aggrieved by a violation of any rules in this chapter or the Public Service Commission laws of Missouri relating to utilities may file an informal or formal complaint under 4 CSR 240-2.070.

(3) If a utility and a customer and/or applicant fail to resolve a matter in dispute, the utility shall advise the customer and/or applicant of his/her right to file an informal complaint with the commission under 4 CSR 240-2.070.

(4) If the staff is unable to resolve the informal complaint to the satisfaction of the parties, the staff shall call the complainant and utility and note such conversation into the commission's electronic file and information system and send a dated letter or email to that effect to the complainant and to the utility. Staff shall also advise the customer of his/her right to file a formal complaint with the commission under 4 CSR 240-2.070.

(A) Upon request, the staff shall send to the complainant a copy of the appropriate rules and the formal complaint form.

(B) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of 4 CSR 240-13.050, the staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.

(5) The commission staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that this informal complaint will not be reviewed.

(6) A utility shall not discontinue residential service relative to the amount in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to section (4), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to section (4).

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#### 20 CSR 4240-13 – DEPARTMENT OF COMMERCE AND INSURANCE

(7) Failure of the customer to pay the amount of a bill which is not in dispute, as determined pursuant to sections 4 CSR 240-13.045(5) or (6) of these rules, shall be grounds for discontinuance of service and dismissal of an informal or formal complaint.

AUTHORITY: sections 386.250(6) and 393.140(11), RSMo 2016.\* This rule originally filed as 4 CSR 240-13.070. Original rule filed Dec. 19, 1975, effective Dec. 30, 1975. Amended: Filed Oct. 14, 1977, effective Jan. 13, 1978. Amended: Filed Jan. 14, 1981, effective July 15, 1981. Rescinded and readopted: Filed Sept. 22, 1993, effective July 10, 1994. Amended: Filed Aug. 1, 2013, effective March 30, 2014. Amended: Filed Nov. 7, 2018, effective July 30, 2019. Moved to 20 CSR 4240-13.070, effective Aug. 28, 2019.

\*Original authority: 386.250(11), RSMo 1939, amended 1963, 1967, 1977, 1980, 1987, 1988, 1991, 1993, 1995, 1996 and 393.140(11), RSMo 1939, amended 1949, 1967.

## 20 CSR 4240-13.075 Service Disconnection Reporting Requirements for Electric, Gas, Sewer, and Water Utilities

PURPOSE: This rule sets forth the requirement and standards for the submission of reports regarding and related to the cessation of services provided to customers by those investorowned electric, gas, sewer, and water utilities that serve more than two thousand (2,000) residential customers and that are subject to the jurisdiction of the commission.

#### (1) For purposes of this rule -

(A) Residential meter(s) means a device or devices, owned by a utility, used for measuring the volume of services of a customer's electric, gas, sewer, or water consumption for residential service at a single point of delivery; and

(B) Average customer arrearage means the mean average of the total of all delinquent charges, late payment charges, and reconnection fees per residential meter. This shall be calculated as the sum of all delinquent charges, late payment charges, and reconnection fees associated with all residential meters as of the last minute on the last calendar day of the calendar month, divided by the total number of residential meters with delinquent charges, late fees, or reconnection fees as of the last minute on the last calendar day of the calendar month.

(2) Each utility, as that term is defined in 20 CSR 4240-13.015(1) (FF), serving more than two thousand (2,000) residential customers shall separately provide a report in the commission's electronic filing information system (EFIS) within twenty (20) days of the end of each calendar month. For those utilities that provide more than one (1) type of utility service, individual reports must be provided for each type of utility service. The utility shall provide an electronic copy of each report to the Office of the Public Counsel. All information provided shall be considered public information; however, no customer-specific information shall be reported or made public. All information shall be provided in a native electronic spreadsheet format with all links and formulas intact. The first required monthly report shall be submitted ninety (90) days after this rule becomes effective. Each utility shall report the following information as it relates to the immediately preceding calendar month:

(A) The total number of residential meters actively receiving service as of the first minute on the first calendar day of the calendar month;

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(B) The total number of residential meters actively receiving service as of the last minute on the last calendar day of the calendar month;

(C) The total number of residential meters for which there was a termination of service, as that term is defined in 20 CSR 4240-13.015(1)(EE), during the calendar month;

(D) The total number of residential meters for which there was a discontinuance of service, as that term is used in 20 CSR 4240-13.050(1)(A), (B), (C), and (E), during the calendar month;

(E) The total number of residential meters that did not receive service as of 00:00 on the first calendar day of the calendar month and began receiving service before 24:00 on the last calendar day of the calendar month;

(F) The total number of residential meters for which at least one delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), exists as of the last minute on the last day of the calendar month;

(G) The average customer arrearage;

(H) The total dollar value of any monies received from the Low-Income Home Energy Assistance Program, Low-Income Household Water Assistance Program, or Energy Crisis Intervention Program to pay for a residential meter's delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), during the calendar month;

(I) The total dollar value of any monies received from any assistance program other than those referred to in subsection (2)(H) to pay for a residential meter's delinquent charge, as that term is defined in 20 CSR 4240-13.015(1)(I), during the calendar month;

(J) The total number of residential meters for which payment is made for utility services under a payment agreement, as that term is defined in 20 CSR 4240-13.015(1)(W); settlement agreement, as that term is defined in 20 CSR 4240-13.015(1) (CC); or payment agreement, as that term is used in 20 CSR 4240-13.055(10), as of the last minute on the last day of the calendar month;

(K) The mean average volume of services billed to each residential meter recorded during the calendar month in kilowatt-hours for electric services, centrum cubic feet for gas services, and thousand gallons of water for water services; and

(L) Any other information the commission orders the utility to provide.

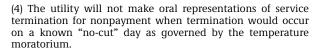
(3) Any utility that provides a report pursuant to this rule, 20 CSR 4240-13.075, need not provide a separate report pursuant to 20 CSR 4240-13.055(15) outside the Cold Weather Rule period. During the designated Cold Weather Rule period, November 1 through March 31, each utility providing heat-related utility service shall submit a report pursuant to 20 CSR 4240-13.055(15) no later than the twentieth day of the following month.

(4) If the commission finds that any deficiency exists in the report provided by a utility as required by section (2) of this rule, the commission may direct its staff to issue a notice to the utility identifying the deficiency. Any utility that receives a notice from the commission stating that deficiencies exist in its report shall respond to that notice within twenty (20) days after the date said notice is issued and shall provide all information necessary to cure the deficiency identified in said notice in its response. Both the notice and the response shall be included in EFIS by the staff of the commission.

JOHN R. ASHCROFT (11/30/23) Secretary of State

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(5) Weather Provisions. Discontinuance of gas and electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where gas or electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited –

(A) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit  $(32^{\circ}F)$ ; or

(B) On any day when utility personnel will not be available to reconnect utility service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32°F); or

(C) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this rule), provided that such customer has entered into a cold weather rule payment plan, made the initial payment required by section (10) of this rule and has made and continues to make payments during the effective period of this rule that are at a minimum the lesser of fifty percent (50%) of –

1. The actual bill for usage in that billing period; or

2. The levelized payment amount agreed to in the cold weather rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent levelized payment amounts for the months following March 31; and

(D) Nothing in this section shall prohibit a utility from establishing a higher temperature threshold below which it will not discontinue utility service.

(6) Discontinuance of Service. From November 1 through March 31, a utility may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided –

(A) The customer contacts the utility and states his/her inability to pay in full;

(B) The utility receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(C) The customer complies with the utility's requests for information regarding the customer's monthly or annual income; and

(D) There is no other lawful reason for discontinuance of utility service.

(7) Whenever a customer, with a cold weather rule payment agreement, moves to another residence within the utility's service area, the utility shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made. (8) Deposit Provisions. A utility shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this rule to those customers who enter into a payment agreement and make timely payments in accordance with this rule.

(9) Reconnection Provisions. If a utility has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, the utility, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided –

(A) The customer contacts the utility, requests the utility to reconnect service, and states an inability to pay in full;

(B) The utility receives an initial payment and the customer enters into a payment agreement both of which are in compliance with section (10) of this rule;

(C) The customer complies with the requests of the utility for information regarding the customer's monthly or annual income;

(D) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of the utility's service, and the customer has not engaged in such activity since last receiving service; and

(E) There is no other lawful reason for continued refusal to provide utility service.

(10) Payment Agreements. The payment agreement for service under this rule shall comply with the following:

(A) A pledge of an amount equal to any payment required by this section by the agency which administers LIHEAP shall be deemed to be the payment required. The utility shall confirm in writing the terms of any payment agreement under this rule, unless the extension granted the customer does not exceed two (2) weeks.

(B) Payment Calculations.

1. The utility shall first offer a twelve- (12-) month budget plan which is designed to cover the total of all preexisting arrears, current bills, and the utility's estimate of the ensuing bills.

2. If the customer states an inability to pay the budget plan amount, the utility and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, the utility and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.

3. A utility shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.

4. The utility may revise the required payment in accordance with its budget or levelized payment plan.

5. If a customer defaults on a cold weather rule payment agreement but has not yet had service discontinued by the utility, the utility shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

(C) Initial Payments.

1. For a customer who has not defaulted on a payment plan under the cold weather rule, the initial payment shall be no more than twelve percent (12%) of the twelve- (12-) month

JOHN R. ASHCROFT (11/30/23) Secretary of State DIVISION 4240 – PUBLIC SERVICE COMMISSION

budget bill amount calculated in subsection (10)(B) of this rule unless the utility and the customer agree to a different amount.

2. For a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the customer's balance, unless the utility and customer agree to a different amount.

(11) If a utility refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion, or use of the utility's service situated or delivered on or about the customer's premises, the utility shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all utility personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

(12) The commission shall recognize and permit recovery of reasonable operating expenses incurred by a utility because of this rule.

(13) A utility may apply for a variance from this rule by filing an application for variance with the commission pursuant to the commission's rules of procedure. A utility may also file for commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under section (10) of this rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under paragraph (10)(C)2. should be required to pay higher amounts toward de-linquent installments owed under that payment plan.

(14) This section only applies to providers of natural gas services to residential customers. Other providers of heat-related utility services will continue to provide such service under the terms of sections (1) through (13) of this rule. The provisions of sections (1) through (13) of this rule continue to apply to providers of natural gas service except where inconsistent with the terms of this section.

(A) From November 1 through March 31, notwithstanding paragraph (10)(C)2. of this rule to the contrary, a gas utility shall restore service upon initial payment of the lesser of fifty percent (50%) or five hundred dollars (\$500) of the preexisting arrears, with the deferred balance to be paid as provided in subsection (10)(B). Any reconnection fee, trip fee, collection fee, or other fee related to reconnection, disconnection, or collection shall also be deferred. Between November 1 and March 31, any customer threatened with disconnection may retain service by entering into a payment plan as described in this section. Any payment plan entered into under this section shall remain in effect (as long as its terms are adhered to) for the term of the payment plan, which shall be twelve (12) months' duration, unless the customer requests a shorter period or the utility agrees to a longer period. However, a gas utility shall not be required to offer reconnection or retention of service under this subsection (14)(A) more than once every two (2) years for any customer or to any customer who has defaulted on a payment plan under this section three (3) or more times.

(B) Any customer who is not disconnected or in receipt of a disconnect notice shall, at the customer's request, be permitted to enroll immediately in a gas utility's equal payment, budget-billing, or similar plan. Any current bill or existing arrearage at the time of enrollment shall be dealt with consistent with paragraphs (10)(B)1. through (10)(B)4. of this rule, provided that the customer agrees to make the initial payment prescribed in paragraph (10)(C)1. or subsection (14)(A) as applicable.

(C) If a customer enters into a cold weather rule payment plan under this section:

1. Late payment charges shall not be assessed except with respect to failure to make timely payments under the payment plan; and

2. The gas utility shall not charge customers interest on the account balance for any deferral period.

(D) Any customer who enters into a cold weather rule payment agreement under this section and fully complies with the terms of the payment plan shall be treated, going forward, as not having defaulted on any cold weather rule payment agreement.

(E) A gas utility shall describe the provisions of section (14) in any notices or contacts with customers. In telephone contacts with customers expressing difficulty paying their gas bills, gas utilities shall inform those customers of their options under section (14).

(F) A gas utility shall be permitted to recover the costs of complying with this section as follows:

1. The cost of compliance with this section shall include any reasonable costs incurred to comply with the requirements of this section;

2. No gas utility shall be permitted to recover costs under this section that would have been incurred in the absence of this section, provided that the costs calculated in accordance with paragraph (14)(F)1 shall be considered costs of complying with this section;

3. Any net cost resulting from this section as of June 30 each year shall accumulate interest at the utility's annual short-term borrowing rate until such times as it is recovered in rates; and

4. No bad debts accrued prior to the effective date of this section may be included in the costs to be recovered under this section, provided that a gas utility may continue to calculate and defer for recovery through a separate Accounting Authority Order the costs of complying with the commission's January 1, 2006 emergency amendment to this rule upon the same terms as set forth herein. The costs eligible for recovery shall be the unpaid charges for new service received by the customer subsequent to the time the customer is retained or reconnected by virtue of this section plus the unpaid portion of the difference between the initial payment paid under this section and the initial payment that could have been required from the customer under the previously enacted payment provisions of section (10) of this rule, as measured at the time of subsequent disconnection for nonpayment or expiration of the customer's payment plan.

(G) A gas utility shall be permitted to defer and recover the costs of complying with this rule through a one- (1-) term Accounting Authority Order until such time as the compliance costs are included in rates as part of the next general rate proceeding or for a period of two (2) years following the effective date of this amendment.

1. The commission shall grant an Accounting Authority Order, as defined below, upon application of a gas utility, and the gas utility may book to Account 186 for review, audit and recovery all incremental expenses incurred and incremental revenues that are caused by this section. Any such Accounting Authority Order shall be effective until September 30, of each

CODE OF STATE REGULATIONS

(11/30/23) JOHN R. ASHCROFT Secretary of State DIVISION 4240 – PUBLIC SERVICE COMMISSION

budget bill amount calculated in subsection (10)(B) of this rule unless the utility and the customer agree to a different amount.

2. For a customer who has defaulted on a payment plan under the cold weather rule, the initial payment shall be an amount equal to eighty percent (80%) of the customer's balance, unless the utility and customer agree to a different amount.

(11) If a utility refuses to provide service pursuant to this rule and the reason for refusal of service involves unauthorized interference, diversion, or use of the utility's service situated or delivered on or about the customer's premises, the utility shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all utility personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal and any other relevant information.

(12) The commission shall recognize and permit recovery of reasonable operating expenses incurred by a utility because of this rule.

(13) A utility may apply for a variance from this rule by filing an application for variance with the commission pursuant to the commission's rules of procedure. A utility may also file for commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under section (10) of this rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under paragraph (10)(C)2. should be required to pay higher amounts toward de-linquent installments owed under that payment plan.

(14) This section only applies to providers of natural gas services to residential customers. Other providers of heat-related utility services will continue to provide such service under the terms of sections (1) through (13) of this rule. The provisions of sections (1) through (13) of this rule continue to apply to providers of natural gas service except where inconsistent with the terms of this section.

(A) From November 1 through March 31, notwithstanding paragraph (10)(C)2. of this rule to the contrary, a gas utility shall restore service upon initial payment of the lesser of fifty percent (50%) or five hundred dollars (\$500) of the preexisting arrears, with the deferred balance to be paid as provided in subsection (10)(B). Any reconnection fee, trip fee, collection fee, or other fee related to reconnection, disconnection, or collection shall also be deferred. Between November 1 and March 31, any customer threatened with disconnection may retain service by entering into a payment plan as described in this section. Any payment plan entered into under this section shall remain in effect (as long as its terms are adhered to) for the term of the payment plan, which shall be twelve (12) months' duration, unless the customer requests a shorter period or the utility agrees to a longer period. However, a gas utility shall not be required to offer reconnection or retention of service under this subsection (14)(A) more than once every two (2) years for any customer or to any customer who has defaulted on a payment plan under this section three (3) or more times.

(B) Any customer who is not disconnected or in receipt of a disconnect notice shall, at the customer's request, be permitted to enroll immediately in a gas utility's equal payment, budget-billing, or similar plan. Any current bill or existing arrearage at the time of enrollment shall be dealt with consistent with paragraphs (10)(B)1. through (10)(B)4. of this rule, provided that the customer agrees to make the initial payment prescribed in paragraph (10)(C)1. or subsection (14)(A) as applicable.

(C) If a customer enters into a cold weather rule payment plan under this section:

1. Late payment charges shall not be assessed except with respect to failure to make timely payments under the payment plan; and

2. The gas utility shall not charge customers interest on the account balance for any deferral period.

(D) Any customer who enters into a cold weather rule payment agreement under this section and fully complies with the terms of the payment plan shall be treated, going forward, as not having defaulted on any cold weather rule payment agreement.

(E) A gas utility shall describe the provisions of section (14) in any notices or contacts with customers. In telephone contacts with customers expressing difficulty paying their gas bills, gas utilities shall inform those customers of their options under section (14).

(F) A gas utility shall be permitted to recover the costs of complying with this section as follows:

1. The cost of compliance with this section shall include any reasonable costs incurred to comply with the requirements of this section;

2. No gas utility shall be permitted to recover costs under this section that would have been incurred in the absence of this section, provided that the costs calculated in accordance with paragraph (14)(F)1 shall be considered costs of complying with this section;

3. Any net cost resulting from this section as of June 30 each year shall accumulate interest at the utility's annual short-term borrowing rate until such times as it is recovered in rates; and

4. No bad debts accrued prior to the effective date of this section may be included in the costs to be recovered under this section, provided that a gas utility may continue to calculate and defer for recovery through a separate Accounting Authority Order the costs of complying with the commission's January 1, 2006 emergency amendment to this rule upon the same terms as set forth herein. The costs eligible for recovery shall be the unpaid charges for new service received by the customer subsequent to the time the customer is retained or reconnected by virtue of this section plus the unpaid portion of the difference between the initial payment paid under this section and the initial payment that could have been required from the customer under the previously enacted payment provisions of section (10) of this rule, as measured at the time of subsequent disconnection for nonpayment or expiration of the customer's payment plan.

(G) A gas utility shall be permitted to defer and recover the costs of complying with this rule through a one- (1-) term Accounting Authority Order until such time as the compliance costs are included in rates as part of the next general rate proceeding or for a period of two (2) years following the effective date of this amendment.

1. The commission shall grant an Accounting Authority Order, as defined below, upon application of a gas utility, and the gas utility may book to Account 186 for review, audit and recovery all incremental expenses incurred and incremental revenues that are caused by this section. Any such Accounting Authority Order shall be effective until September 30, of each

CODE OF STATE REGULATIONS

(11/30/23) JOHN R. ASHCROFT Secretary of State 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.

473755489	68134237 %AccountNumberEnding%	8149
473755490	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in order
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" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
(473755498	68134237 %ExternalHostName%	www2.ameren.com

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 Counter feit exhibit

**Confidential Exhibit D** File No. EC-2023-0395

24	Transcript of Proceedings Page 14
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
	888-893-3767 Lexitas operates in all 50 states and is licensed where required Nevada Registration #116F.

www.lexitaslegal.com

From: To:	hypercoremobilenetworkconsultantsllc Clark, John;	Keevil, Jeff; Irving, Ron;	
Subject: Date:	EC-2025-0165 Thursday, January 16, 2025 10:08:59 PM	I.	

Greetings everybody, I apologize for the late email. I am one of Mr.Felber's business partners. I will apologize on my behalf. I will ensure that Brett doesn't send any emails outside of his complaint or only to any filings related to issues and orders in his Commission matter.

I do know Brett is upset about a particular document that has been flagged as suspicious and counterfeit. Let me fill you in on that, as that is my department. I'm not going to elaborate much, but not only does the document not have an IP header, which doesn't show an origin source or actual packet send date, but also, it has a website address, as an email address. Without the IP Header and actual packet send date and a failed corresponding @ symbol. The document Mr. Felber is talking about was never sent.

For security and protection the document has been uploaded through the Qualys Database and Fraud Detect System, along with other counterfeit document retrieval databases.I unfortunately have a fiduciary responsibility to upload that and usually inform the other parties hosting provider of the abuse and I have to notify other agencies to inform, if I deem necessary that someone is passing it off as a counterfeit document to commit fraud.

Without an IP Header and packet send and receive date stamp and an invalid email address, I cannot ,nor do I have the authority to remove it from either database. The document is coded as fraudulent and counterfeit. You would have to rectify what I've told you specifically about that document.

Prior to putting it in those databases, I did reach out to all legal channels that we have to work within and received authorization to do so. As another secured layer, Brett did reach out to GoDaddy to inform them, as GoDaddy is the owner of the actual domain name, not email address. Go Daddy even confirmed with Brett that there is no email address of www2.ameren.com.

Going forward since I will be handling that document specifically, you can send any emails or concerns about that document directly to, and I will refrain from Brett sending any further emails to anyone, until deemed necessary.My direct corresponding information is below for any further questions, concerns or any assistance.

Chris Data Recovery & Fraud Analysis Division-St.Louis-Kansas Office Hypercore Wireless Consultants Corp 660-362-9147

From: To:	<u>Brett Felber</u> Clark, John;	Keevil, Jeff; Irving, Ron;
Subject: Date: Attachments:	EC-2025-0165 Thursday, January 16, 2025 5:37:0 incredible bs and absolute bs - Goo	

I apologize your honor. That is my fault. I will take blame for that. Going forward. I'm implementing some new policies. Such as the following.

-allowing the paperwork speak for itself

-the failure to admit that <u>www2.ameren.com</u> isn't an email address.

I also didn't know that asking someone to admit that <u>www2.ameren.com</u> is Not an email address is a thought, theory or idea? I thought it was a material fact?

If you have to question the fact of the obvious, I'd say being a lawyer might have screwed with the terminology of how you see things.

Going forward. I have nothing more to say to you. You denied every Motion that I ever filed and you allowed Ameren to hide paperwork from me.

You have a blaming problem. Instead of blaming yourself, you are blaming me because I caught you all in a lie about an email address.

I have nothing further to speak or say to you all and I recommend in the near future, you clean up your act. Because the ONLY party you are following is yourself.

I'll let you enjoy your potty party, because you can't take criticism. You surely didn't care how much Ameren criticized me. Very hypocritical.

I'll stop asking you all to answer if <u>www2.ameren.com</u> is an email address. However can you file one last thing in EFIS for me ?

I found the specific definitions of how I feel you and Ameren have led me on.

Oh, and I tagged my legal counsel in this email, so of course. You can't claim anything different.

As an FYI, maybe Ameren shouldn't have used a bogus counterfeit document that they used <u>www2.ameren.com</u> to extort and deceive me out of monies not due at the time.

Oh, heres the definition of what you continue to sell me about www2.ameren.com

I did my job.

Best of luck moving forward.

You can also going forward send any messages, pleadings or filings

## hypercoremobilenetworkconsultantsllc@protonmail.com

I have a feeling in the 2025 future, you all are going to see him a lot in Federal Court.

And never, ever, ever, tell me how to do my job. You have no idea what part of Regulation or Regulatory Compliance you are entering or talking about.

I've made my point. Con Artist.

Brett Felber

From:	hypercoremobilenetworkconsultantsllc
То:	Dippell, Nancy; Missouri Public Service Commission; Clark, John;
Subject:	EFIS filing and Proper Federal & State Statutes
Date:	Saturday, January 18, 2025 11:00:16 AM
Attachments:	Correspondence .pdf
	Fake email address.pdf
	Staff and Ameren admittance 2.pdf
	Staff and Ameren admittance.pdf
	Go Daddy receipt.pdf
	Go daddy.pdf

Good morning, Mrs. Dippell, this is Mr.Felber. I was hoping that instead of having to mail this in.

Since mail hasn't been running properly for a long time, that the Commission would accept this filing with the proper Federal and State Statutes that should be followed under utterly publishing an fake email address, such as www2.ameren.com

The corresponding emails from GoDaddy are already uploaded through EFIS, but these are the corresponding Statutes .

These will explain in depth details and items missing from Ameren's fake, altered document, that they used www2.ameren.com to.

I figured I'd ask you, since you are the Commissions Secretary. I will include Mr. Clark and Mrs. **Because** I feel it is appropriate.

I would also respectfully ask if the Commission would consider recusal of Mr. Clark from my matter and assign a different Regulatory Judge, as me having precise questions to ask, Mr. Clark, if this goes to an actual evidentiary hearing. It would be a conflict of interest, as he's also named as a party to the complaint.

We never discussed the exact Statutes and never discussed fake email addresses in any matter either.

I apologize for the 57 filings as well. Have a great weekend and upcoming Holiday.

### Brett Felber

I officially "promise " this will be my last email., I'll wait for it to be addressed.

Oh, and I never got to tell you my actual expertise experience of field. I'm in telecom, network and wireless regulation and compliance.

Guess what. www2.ameren.com is not an email address. It's a website domain.

This is where my expertise field trumps oil & gas field.

Chapter 407 Merchandising Practice Act. Well, if you magically got www2.ameren to mysteriously send an email, which you didn't. You failed under Statute 407.1123, then go down to 407.020, then go to 407.1120, then go to 407.1132.

Then go to 407.1126, , 407.1120, to 407.1132, the greater amount and I receive my \$5,023.27 back.

Then go to Federal Statutes- 18 U.S. Code 1341,1342

Then you go to Federal Laws and it is illegal for a business to deceive someone by using a fake email address to obtain money.

www2.ameren.com- fake email address, GoDaddy Confirmation-extorted \$5,023.27. Not due, because the email address never existed.

But hey, admitted to altering Ameren documents and non-sourced document.

www2.ameren.com, fake email, altered email address, extorted \$5,023.27.

That doesn't include the damages.

Welcome to my Regulation. You have no idea or absolute idea what you are talking about.

Thanks for finally letting me get that in. To say I shouldn't sue or prosecute, would be an understatement.

Study up. Your s\*\*t stinks and you are only fooling yourself.

Oh, thank your "senior software engineer."

Have a great weekend my friends and let me know when you want to talk "Regulatory", State and Federal Statutes.

The State and Federal Government love my documents . They uncover "rogue" "abusive," "unethical " attorneys. Plus businesses that are involved with corrupt business and illegal practices.

That of course break internet ,merchandise and deceive people out of money with fake email addresses, and of course don't exist with a May 18, 2023, like the audio of May 18, 2023 that doesn't exist. Because the alteration specialist that altered or edited Ameren Documents and non-sourced documents .

www2.ameren.com, re-formatted the tape that didn't state May 18, that under cross examination lied and agreed with my position.

No subpoenas needed. Just your words. Re-read your R&O and evidentiary hearing and in fact every transcript.

I'll see you all at the rate hearing on the 23rd at 6pm! Oh, and thanks for not sending me a text or email about it Ameren hearings! I'm sure your telephone vendor sent it on a blank piece of paper, with no carrier information. Oh and under the FCC, by law, your carrier is required to give you an invoice under "truth " of billing. Which we all know invoices , call logs usually have a carrier logo.

Now type up a piece of paper and make up what you think it should state. Maybe alter or modify the words. Go alter and edit documents.

Hopefully this message is clear! Oh and please file this in EFIS, it cracks my matter wide open. Regulation!

I don't need your Motion, I already have it.

Oh, I like being a Corporation and an LLC. Can't wait to speak at the virtual hearing on the 23rd, 6 pm, right?

Thanks for the lies, Con Artists

How's that for formal and professional? Oh, and in my industry. I'm the Final Boss. Then when by lawyer has to file a lawsuit, he becomes Final Boss.

I just had to send the demand and the 100 denials of not admitting www2.ameren.com is an .

The paper trail doesn't lie. I apologize for bothering you all. Have a great weekend.

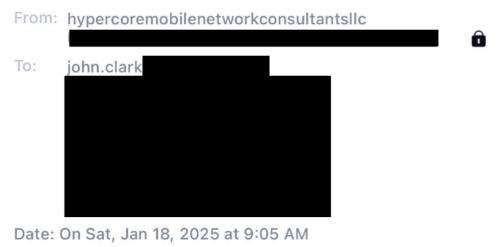
The bigger crime is it is illegal for a utility provider to transmit a disconnect signal via LTE, with a fake and bogus email address, under 47. U.S. Code 325, false, fraudulent, unauthorized.

I'll open a civil matter with the FCC to have Ameren's smart meters blocked for the above.

Have fun with your "thoughts, theories, and ideas," Mr. Clark, and Ameren.

Brett Felber Regulatory Compliance Division - St. Louis-Kansas City Hypercore Wireless & Network Consultants LLC <u>Hypercore Wi</u>reless Consultants Corporation

# Fake email address



Oh, and I never got to tell you my actual expertise experience of field. I'm in telecom, network and wireless regulation and compliance.

Guess what. <u>www2.ameren.com</u> is not an email address. It's a website domain.

This is where my expertise field trumps oil & gas field.

Chapter 407 Merchandising Practice Act. Well, if you magically got www2.ameren to mysteriously send an email, which you didn't. You failed under Statute <u>407.1123</u>, then go down to 407.020, then go to <u>407.1120</u>, then go to <u>407.1132</u>.

Then go to <u>407.1126</u>, , <u>407.1120</u>, to <u>407.1132</u>, the greater amount and I receive my \$5,023.27 back.

Then go to Federal Statutes- 18 U.S. Code 1341,1343

Then you go Federal Laws and it is illegal for a business to deceive someone by using a fake email address to obtain money.

<u>www2.ameren.com</u>- fake email address, GoDaddy Confirmation-extorted \$5,023.27. Not due, because the email existed.

But hey, Aubrey Krcmar admitted to altering Ameren emails and non-sourced document.

www2.ameren.com, fake email, altered email address, extorted \$5,023.27.

That doesn't include the damages.

Welcome to my Regulation. You have no idea or absolute idea what you are talking about.

Thanks for finally letting me get that in. To say I shouldn't sue or prosecute, would be an

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Study up. Your s\*\*t stinks and you are only fooling yourself.

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Now type up a piece of paper and make up what you think it should state. Maybe alter or modify the words.

Did you think I was really that stupid? The spelling must've did that. I apologize, I'll be more clear, like this is.

Hopefully this message is clear! Oh and please file this in EFIS, it cracks my matter wide open. Regulation!

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Oh, I like being a Corporation and an LLC. Can't wait to speak at the virtual hearing on the 23rd, 6 pm, right?

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Brett Felber Regulatory Compliance Division - St. Louis-Kansas City Hypercore Wireless & Network Consultants LLC Hypercore Wireless Consultants Corporation

From:	hypercoremobilenetworkconsultantsllc
То:	Dippell, Nancy; Clark, John;
Subject:	fake email address
Date:	Saturday, January 18, 2025 11:15:39 AM
Attachments:	Fake Email State & Federal Statutes.pdf

I forgot to add this as well. I apologize

If you have any further questions, don't hesitate to reach out to me via phone or email.

This email address is a general email inbox for my business.

Brett Felber

# Fake email address



Date: On Sat, Jan 18, 2025 at 9:05 AM

Oh, and I never got to tell you my actual expertise experience of field. I'm in telecom, network and wireless regulation and compliance.

Guess what. <u>www2.ameren.com</u> is not an email address. It's a website domain.

This is where my expertise field trumps oil & gas field.

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Now type up a piece of paper and make up what you think it should state. Maybe alter or modify the words. Go alter and edit documents.

Hopefully this message is clear! Oh and please file this in EFIS, it cracks my matter wide open. Regulation!

I don't need your Motion, I already have it.

Oh, I like being a Corporation and an LLC. Can't wait to speak at the virtual hearing on the 23rd, 6 pm, right?

Thanks for the lies, Con Artists

How's that for formal and professional? Oh, and in my industry. I'm the Final Boss. Then when by lawyer has to file a lawsuit, he becomes Final Boss.

I just had to send the demand and the 100 denials of not admitting <u>www2.ameren.com</u> is an

The paper trail doesn't lie. I apologize for bothering you all. Have a great weekend.

The bigger crime is it is illegal for a utility provider to transmit a disconnect signal via LTE, with a fake and bogus email address, under 47. U.S. Code 325, false, fraudulent, unauthorized.

I'll open a civil matter with the FCC to have Ameren's smart meters blocked for the above.

Have fun with your "thoughts, theories, and ideas," Mr. Clark, and Ameren.

Brett Felber Regulatory Compliance Division - St. Louis-Kansas City Hypercore Wireless & Network Consultants LLC Hypercore Wireless Consultants Corporation 13:49, Jan 15

You: :eventwu:welcome-buy:Buy a Product

13:49, Jan 15

AI Assistant: Let me connect you with someone who can help with purchasing.

13:50, Jan 15

You: Yes, I have a question to ask?

13:50, Jan 15

Aaditya Thakur: Hello, Thank you for reaching out to GoDaddy sales team! may I know how may I help you?

13:50, Jan 15

You: yes. Is www2.ameren.comman email address?

13:51, Jan 15

You: is www2.ameren.com an email address?

13:53, Jan 15

Aaditya Thakur: No it is not an email address, I have shared the one time password on you registered email address please share it with me.

13:54, Jan 15

You: Can you send me an email confirming that www2.ameren.com isn't an email address or should I uses this or can I print this out?

13:49, Jan 15

You: :eventwu:welcome-buy:Buy a Product

13:49, Jan 15

AI Assistant: Let me connect you with someone who can help with purchasing.

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You: Yes, I have a question to ask?

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Aaditya Thakur: Hello, Thank you for reaching out to GoDaddy sales team! may I know how may I help you?

13:50, Jan 15

You: yes. Is www2.ameren.comman email address?

13:51, Jan 15

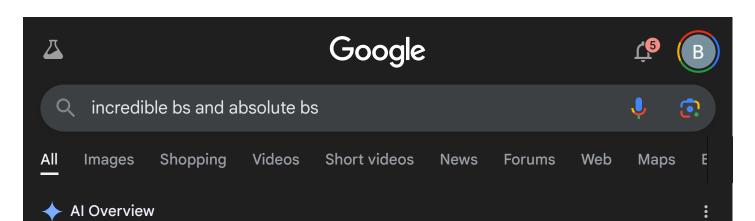
You: is www2.ameren.com an email address?

13:53, Jan 15

Aaditya Thakur: No it is not an email address, I have shared the one time password on you registered email address please share it with me.

13:54, Jan 15

You: Can you send me an email confirming that www2.ameren.com isn't an email address or should I uses this or can I print this out?



While both "incredible BS" and "absolute BS" essentially mean blatant nonsense or lies, "incredible BS" implies a level of exaggeration or absurdity that is almost unbelievable, while "absolute BS" simply means complete and utter nonsense, with a stronger emphasis on the fact that there is no truth to the statement at all.

## Key difference:

## **Incredible BS:**

This phrase suggests that the lie is so outrageous or unbelievable that it's almost hard to believe someone would say it.

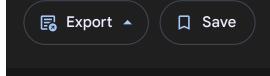
## Absolute BS:

This phrase is more straightforward, clearly stating that something is completely false with no room for interpretation.

# Example usage:

- "Claiming you can fly a plane without any training is incredible BS!" (This implies the idea is so ridiculous that it's almost laughable)
- "Saying that the Earth is flat is absolute BS." (This simply states the claim is completely false with no room for doubt)

Generative AI is experimental. Learn more



凸

F	From: <u>Brett Felber</u>	r				
	To: Clark, John;		ving, Ron;			
		Re: EC-2025-0165				
D	Date: Thursday, J	lanuary 16, 2025 5:59:18 PM				
	On The Ise 16, 2025 at	5.22 DM Drott Eally an		_		
		r. That is my fault. I w <mark>ill t</mark> a	wrote: ke blame for that. Going for lowing			
	implementing some new policies. Such as the following.					
	-allowing the paperwo	-allowing the paperwork speak for itself				
	-the failure to admit th	-the failure to admit that <u>www2.ameren.com</u> isn't an email address.				
		t asking someone to admit heory or idea? I thought it v	that <u>www2.ameren.com</u> is N was a material fact?	Not an email		
	If you have to question with the terminology of		d say being a lawyer might	have screwed		
		nothing more to say to you ren to hide paperwork from	u. You denied every Motion 1 me.	that I ever filed		
		roblem. Instead of blaming about an email address.	yourself, you are blaming i	me because I		
	6	to speak or say to you all a cause the ONLY party you	and I recommend in the near are following is yourself.	future, you		
		potty party, because you ca iticized me. Very hypocritic	an't take criticism. You sure cal.	ely didn't care		
	I'll stop asking you all you file one last thing		<u>n.com</u> is an email address. I	However can		
	I found the specific de	finitions of how I feel you	and Ameren have led me or	a.		
	Oh, and I tagged my le different.	egal counsel in this email, s	so of course. You can't clair	n anything		
			a bogus counterfeit documer of monies not due at the tin	•		
	Oh, heres the definition	on of what you continue to	sell me about <u>www2.amere</u>	<u>n.com</u>		
	I did my job.					

Best of luck moving forward.

You can also going forward send any messages, pleadings or filings <u>hypercoremobilenetworkconsultantsllc@protonmail.com</u>

I have a feeling in the 2025 future, you all are going to see him a lot in Federal Court.

And never, ever, ever, tell me how to do my job. You have no idea what part of Regulation or Regulatory Compliance you are entering or talking about.

I've made my point. Con Artist.

Brett Felber

	From: Brett Felber   To: Clark, John; Keevil, Jeff; Irving, Ron;					
	Date:     Thursday, January 16, 2025 5:41:49 PM	Re: EC-2025-0165 Thursday, January 16, 2025 5:41:49 PM				
ī						
C	On Thu, Jan 16, 2025 at 5:32 PM Brett Felber wrote: I apologize your honor. That is my fault. I will take blame for that. Going forward. I implementing some new policies. Such as the following.	['m				
	-allowing the paperwork speak for itself					
	-the failure to admit that <u>www2.ameren.com</u> isn't an email address.					
	I also didn't know that asking someone to admit that <u>www2.ameren.com</u> is Not an e address is a thought, theory or idea? I thought it was a material fact?	mail				
	If you have to question the fact of the obvious, I'd say being a lawyer might have so with the terminology of how you see things.	rewed				
	Going forward. I have nothing more to say to you. You denied every Motion that I e and you allowed Ameren to hide paperwork from me.	ver filed				
	You have a blaming problem. Instead of blaming yourself, you are blaming me beca caught you all in a lie about an email address.	iuse I				
	I have nothing further to speak or say to you all and I recommend in the near future, clean up your act. Because the ONLY party you are following is yourself.	you				
	I'll let you enjoy your potty party, because you can't take criticism. You surely didn how much Ameren criticized me. Very hypocritical.	i't care				
	I'll stop asking you all to answer if <u>www2.ameren.com</u> is an email address. However, you file one last thing in EFIS for me ?	er can				
	I found the specific definitions of how I feel you and Ameren have led me on.					
	Oh, and I tagged my legal counsel in this email, so of course. You can't claim anyth different.	ing				
	As an FYI, maybe Ameren shouldn't have used a bogus counterfeit document that the <u>www2.ameren.com</u> to extort and deceive me out of monies not due at the time.	hey used				
	Oh, heres the definition of what you continue to sell me about <u>www2.ameren.com</u>					
	I did my job.					

Best of luck moving forward.

You can also going forward send any messages, pleadings or filings <u>hypercoremobilenetworkconsultantsllc@protonmail.com</u>

I have a feeling in the 2025 future, you all are going to see him a lot in Federal Court.

And never, ever, ever, tell me how to do my job. You have no idea what part of Regulation or Regulatory Compliance you are entering or talking about.

I've made my point. Con Artist.

Brett Felber

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 E	mail:	
TX_WEBAPI_SUB_KEY	TX_WEBAPI_SUB_VALUE	
473755489	68134237 %AccountNumberEnding%	8149
473755490	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in order
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" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
473755498	68134237 %ExternalHostName%	www2.ameren.com
5		
		Alel
		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 Send grid or Template Ameren's Counter feit exhibit

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 E		
TX_WEBAPI_SUB_KEY	TX_WEBAPI_SUB_VALUE	
473755489	68134237 %AccountNumberEnding%	8149
473755490	68134237 %PAGDueBySentence%	Your required payment of <b>\$2,509.00</b> is due by <b>5/18/2023</b> in order
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" td="" w<=""></table>
473755495	68134237 %PAGFirstParagraph%	Your account will be updated when the required payment has been received. Failur
473755496	68134237 %PrimaryEmailAddress%	
473755497	68134237 %CurrentYear%	2023
473755498	68134237 %ExternalHostName%	www2.ameren.com
-		
		Alel
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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 Send grid or Template Ameren's Counter feit exhibit

_	Transcript of Proceedings Page 14		
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		
	888-893-3767 Lexitas operates in all 50 states and is licensed where required Nevada Registration #116F.		

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 21<sup>st</sup> day of January 2025.



wy Dippell

Nancy Dippell Secretary

## **MISSOURI PUBLIC SERVICE COMMISSION**

### January 21, 2025

### File/Case No. EC-2025-0165

MO PSC Staff Staff Counsel Department 200 Madison Street, Suite 800 P.O. Box 360 Jefferson City, MO 65102 staffcounselservice@psc.mo.gov

Office of the Public Counsel (OPC) Marc Poston 200 Madison Street, Suite 650 P.O. Box 2230 Jefferson City, MO 65102 opcservice@opc.mo.gov **Brett Felber** 

Legal Department 2865 Dividend Park Florissant, MO 63031 bfelber14@gmail.com

#### **MO PSC Staff**

Ron Irving 200 Madison Street Jefferson City, MO 65101 ron.irving@psc.mo.gov Union Electric Company Jennifer Hernandez 1901 Chouteau Avenue Saint Louis, MO 63103 amerenmoservice@ameren.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

lancy Dippell

Nancy Dippell Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.