

EC-2025-0165

The specific statutes for this matter are 20 CSR 4240 13.050. Discontinuance of service, that Ameren is in violation of.

Ameren Missouri did not give or allow the chance to pay the amount of \$ [REDACTED] by the end of business, as agreed in the "pending payment" agreement by the end of 11/20/24. Four minutes later at 7:08 am, according by the email sent by Ameren, they kicked out the agreed upon amount, and raised the amount to the sum of \$ [REDACTED], instead of the agreed amount.

Meaning, Ameren Missouri manipulated the terms and conditions to seek, force, and make the complainant come up with more money than the intended amount that was actually due.

20 CSR 4240-13.020- Billing and payment. Ameren committed unjust enrichment by inflating the amount of money due, trying to force a higher amount of payment than the agreed mount of \$ [REDACTED]. Ameren Missouri unjustly tried to gain over \$ [REDACTED], that was agreed to be deferred over the course of 12 months.

Ameren Missouri is no stranger to this and has done this in the past to Mr. Felber. They did this back in May of 2023.

Misrepresentation- Ameren Missouri provided not only false or misleading advertising. They advertised that the Complainant, Brett Felber could enter into a CWR plan with the amount of \$ [REDACTED] down payable no later than the end of the day 11/20/2024, only to change the advertised amount of \$ [REDACTED] to \$ [REDACTED] at 7:08 am. Statute RSMO 413.105

Mr. Felber wasn't given the chance to make good on the 11/20/2024 payment due date, as Ameren Missouri without Mr. Felbers consent decided to change the terms and conditions to where he would have had to make a payment of \$ [REDACTED] to keep services active. Asking for an addition \$ [REDACTED] was not something Mr. Felber should have been forced or prepared to have to pay as a result of Ameren Missouri's misrepresentation.

As a result of Ameren's not only, refusal to honor the actual agreement, but unwillingness to reinstate the original payment agreement terms via written in the contract as stated via email, it has now adverse affected Mr. Felber's chance at future CWR payment arrangement and monies down, possibly and adverse hurts Mr. Felber's payment status with Ameren Missouri.

Not only is this fraud, but it is illegal, and the utility took it upon themselves not prematurely, but purposely to seek revenge against the Complainant.

Last, I will ask the Commission to clarify for me. While I understand that I'm not allowed to bring up or try to collateral attack Ameren with prior litigation and bringing up prior litigation, however I feel it is necessary to do such.

If the Regulatory Judge from matter EC-2023-0395 and Staff Attorney [REDACTED] specifically remember during another payment agreement matter when questioning Ameren about their payment agreements, entering them and etc, Ameren Missouri specifically stated on numerous occasion to the Regulatory Judge and [REDACTED] and to I the Complainant, that Ameren Missouri cannot manipulate "payment agreements" or "pending payment agreements."

The three exhibits presented in matter EC-2025-0165, clearly show not only did Ameren Missouri manipulate the "pending payment agreement," but also altered, forged, used deceptive business practices to manipulate an additional \$ [REDACTED] from Mr. Felber in a matter of essentially minutes from each other in corresponding emails and that Ameren Missouri can make payment agreements disappear in order to obtain a favorable outcome.

I would like for that to at least be seen on the record as it outlines that Ameren Missouri's prior counsel, co-counsel, regulatory liaison, witness lied under oath

As for mediation, I will consider it. However, it starts with Ameren Missouri coming clean and admitting that they are at fault. I'd also like their regulatory liaison who they gave numerous jobs to come clean and openly admit to now twice, altering documents and amounts owed.

I am also not interest in Ameren trying to barrage me with "verbal" offers. If Ameren Missouri simply cannot commit to their "payment agreements," pending payment agreements," or whatever they want to consider a payment agreement, why would I commit to a verbal offer?

Plus verbal offers are not valid unless both parties agree to them , which at no time would I consent, or have consented a a verbal agreement. Verbal offers don't also hold in civil litigation matters.

I like my agreements on paper, written out with clear details. At this point, and such as I asked in my complaint filing I want any settlement or agreement to be drafted out and signatures required by all parties, therefore we have a legal settlement on paper and that way Ameren cannot go around changing the amounts like they have been doing .

So when Ameren Missouri starts admitting responsibility, I'll gladly engage in mediation, but that has yet to be seen from Ameren Missouri. They seem to pass their wrongdoings onto the customer.

I told the Commission I had nothing to lie or deny and put it all on the table. These new payment agreements , knowing that my account has faced legal challenges with

Ameren in how they issue them clearly show that Ameren Missouri has not done the exact two things they promised the Commission “we are trying to do better your honor,” and “we cannot manipulate a payment agreement.”

11/01/2024, 11/20/2024 proved that Ameren can manipulate the terms, conditions, amounts within a matter of seconds, even if the party isn't in default of the amount due of \$ [REDACTED].

As far as I'm concerned this is EC-2023-0395, all over again, but with everything in place conclusively showing Ameren is the abuser, aggressor and manipulator.

Alteration at its finest only, Ameren has been caught.

I look forward to my day presenting this before the Commission and I always welcome the opportunity from Ameren to resolve it, but nothing in my mind makes me believe or think Ameren will do that. They are master manipulators of their payment agreements and con artists.

Brett Felber

11/22/2024
[REDACTED]