

EC-2025-0165

Complainant submits application for re-hearing in EC-2025-0165 on the basis of facts below.

1) Nowhere in the Dismissal Order on the Pleadings did the Commission specify any Commission, Rules, Regulations and Tariffs, or Missouri State Statutes, as to how they came to conclusion by an supporting laws that Ameren sending a disconnect letter one day prior to the due date and the same day of the due date Ameren Missouri, Ameren Missouri voiding and breaching the agreed payment agreement.

Actual factual history conclusively shows the following.

1) Fact, Ameren mailed and started the 10 day process to disconnect services to the premises, prior to the agreed due date of the payment plan agreed. Ameren demanded \$ [REDACTED] in the disconnect letter. Also at 7:08 AM, the date of the payment Ameren Missouri, again sent Mr. Felber another disconnect notice demanding \$ [REDACTED] instead of \$ [REDACTED]

In addition, paying attention to the actual disconnect letter, with FINAL NOTICE nowhere on the disconnect letter does it specifically state the words " If you have sent or scheduled your payment, please disregard this notice."

As well. The Commission never states any specific rules, regulations, tariffs or Missouri Statutes agreeing that Ameren Missouri is allowed to start the process of disconnection of a parties service prior to the agreed payment plan due date.

In fact 20 CSR 4240-13.060 agrees with Mr. Felber, that Ameren Missouri would be in violation of disconnection of services and prematurely starting the process as paragraph (2) specifically states the following below,

"Every payment agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement and agrees to pay a reasonable of the remaining outstanding balance in installments until the bill is paid."

This paragraph confirms that Ameren Missouri clearly breached Commission rules, regulations and tariffs 20 CSR 4240-13.060 by starting the 10 day process prior to the payment plans agreed activation date. In essence a Final Notice of disconnection should have never been drafted, created or sent. Because the payment plan date due was November 20, 2024, not November 19, 2024. If Ameren followed the specific guidelines and rules in Commission rules, regulations and tariffs 20 CSR 4240-13.060



paragraphs (1), (2), (3), Ameren should have started the process on November 21, 2024, not November 20, 2024 or November 19, 2024.

In addition, Consumer Protection Laws in which Commissions are required to follow by law and can issue orders on, as they are Missouri Laws specific, allow a Complainant to file a complaint against the utility if the utility sends a disconnect letter prior to the agreed upon date of the payment plan.

2)- As much as Staff, the Commission, Ameren, Regulatory Judge want to call these payment agreement and settlement agreements, "pending" they are not. Nowhere in Commission rules, regulations and tariffs under again 20 CSR 4240-13.060 all paragraphs does the Commission or Ameren themselves call their agreements "pending" or have to be "activated."

This is a term know as bait and switch, in which is a way to deceive and falsely advertise a rule, regulation and tariff. In essence, the utility and the Commission are openly admitting to allowing the utility to modify, alter, change the wording of their documents, making it hard for the consumer to argue the principal issue and address the issue.

However, in order for Ameren Missouri or the Commission themselves to modify, change, alter the terminology of what is clearly written in 20 CSR 4240-13.060 all paragraphs, they would have to open a Commission file and promulgate rulemaking to request a change to the definitions and terminology that is written in directly in Commission rules, regulations and tariffs approved and filed with the Department of Commerce. In fact, there is no Department of Commerce tariff or rule sheety stating the words "pending" or "activate" on them.

3) As for the Staff report, it was the most lackluster, with no investigative detail or findings. In fact, Staff's report resembles a document word for word what Ameren Missouri has given him in the past, and raised suspicion that Staff didn't even take the time to investigate the matter.

4) In part of basis for the decision the Commission states that the email address issue didn't arise out of EC-2023-0395. Actually it did. If the Commission takes a look back at not only numerous motions after the Report and Order. Mr. Felber on more than one occasion made the Commission and the Regulatory Judge aware of the bogus email address. Mr. Felber got notorized filings conclusively linking that the email addresses were severly off and that emails came from a different email address, not www2.ameren.com. Those can be found in EFIS case filing EC-2023-0395, filings 281,280,278. For the Commission to say that they weren't aware and it wasn't an



issue, is a flat out lie and wrong. The Commission was made well aware, along with Staff, however, the Commission denied Mr. Felber's concern and showed no remorse.

In addition, the Commission further proves Mr. Felber's point agrees www2.ameren.com is NOT an email address.

"1. Felber's main concern in that case is his belief that www2.ameren.com was not a valid email address. Felber is correct."

Meaning the document wouldn't have ever sent. Confirming Ameren, Staff agree with the Complainant.

To refresh the memory of prior matter EC-2023-0395 filing number 280, Mr. Felber specified the correct email address that Ameren used, which was DoNotReply@ameren.com, that email address in nowhere remotely same characters of what www2.ameren.com is.

The Commission and Staff made clerical mistakes along with Ameren Missouri, essentially with the comment being stated that was written 'Felber's main concern in that case is his belief that www2.ameren.com was not a valid email address. Felber is correct), conclusively proving that the Report & Order is fraudulent and the Commission and Regulatory Judge conclusively erred upon all the said facts and Ameren Missouri got away with numerous violations, such as settlement agreement & payment agreements. Breach of contract, unjust enrichment, defrauding a customer with the intent to use a bogus email address, non-working email address. Theft by deception, illegally disconnecting utility services with a bogus payment agreement. Distributing counterfeit documents with the intent to deceive.

In this case, since clearly the decision handed down in EC-2023-0395, since Staff and Ameren, along with the Commission stating that Mr. Felber is correct about www2.ameren.com not being an email address, therefore the document wouldn't send, a Complainant doesn't have to file for an appeal when fraud is involved, the fraudulent document is the one crafted by Mr. Krcmar, Ameren Missouri's Regulatory Specialist. Ameren's prior counsel, Jermaine Grubbs and Eric Banks from Banks Law LLC. The Complainant can file for a re-hearing before the exact same Commission since the Commission made a SIGNIFICANT LEGAL ERROR.

Complainant prays that the Commission will re-hear matter EC-2025-0165, in addition, based on new evidence significant legal errors in EC-2023-0395, Complainant prays the Commission will re-hear matter EC-2023-0395, on the



grounds of fraud and Ameren Missouri and Staff agreeing with Complainant that www2.ameren.com is NOT an email address, therefore it wouldn't have send. (Need that hefty @ symbol too)

I will also apologize to the Commission, I didn't know stating the truth was considered as harassment.

I also request that if the Commission does grant multiple re-hearings to allow a different Regulatory Judge and different set of Staff Attorney's to overview or hear my matter. There's a significant amount of legal error in EC-2023-0395.

The Comment itself, agreeing with my stance and position, clearly shows the legal error and that Ameren's fake document wasn't real.

I'm coming for my money Ameren. Nobody steals my money.

Brett Felber

3/6/2025



Fraud doesn't have an expire date, especially counterfeit documents. Ameren deserves every incoming investigation headed their way ~~for~~ stealing my money.

You picked the wrong party to defraud. Deal with it. If I have to deal with Ameren's constant threats of disconnected, they can deal with the counterfeit document they subjected me to.