

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED
October 1, 2025
Data Center
Missouri Public
Service Commission

Brett Felber, Complainant

v.

Union Electric Company d/b/a Ameren Missouri, Respondent

Case No. EC-2026-0004

FORENSIC REBUTTAL MEMORANDUM
In Response to Ameren Missouri's Opposition

I. Introduction

Complainant, Brett Felber, respectfully submits this memorandum in rebuttal to Ameren Missouri's "Response in Opposition to Complainant's Motion for Summary Determination." The Respondent's filing contains material misapplications of law, contradictions in factual assertions, and reliance on internally generated documents that do not meet evidentiary or statutory requirements. Forensic review demonstrates Ameren Missouri has failed to provide authentic financial records, improperly cited Commission rules, and materially distorted timelines to justify disconnection of service.

II. Statutory and Regulatory Misapplications

1. Improper reliance on 20 CSR 4240-13.050: Ameren admits that a June 10, 2025 disconnection notice was not mailed until June 11, thereby reducing the statutory minimum of ten days' notice. Respondent's claim of compliance is inaccurate. 2. Failure to honor dispute protections under 20 CSR 4240-13.030: Ameren disconnected service on July 1, 2025 at 11:00 a.m. while a formal complaint was filed later that same day at 3:00 p.m. This action circumvented protections afforded to customers. 3. Misuse of 20 CSR 4240-2.135(2)(A)1: Ameren repeatedly stamps "CONFIDENTIAL" under this provision, despite the rule not applying to disconnection notices mailed to customers. Its overuse is misleading.

II-A. Informal Complaint Protections Ignored

1. Filing of Informal Complaint: Complainant filed an informal complaint on June 26, 2025, which was still pending with Commission Staff on the morning of July 1, 2025 when Respondent disconnected service. 2. Statutory Requirement of 30 Days: Under 20 CSR 4240-2.070(1)-(3), informal complaints are to be held open and investigated by Staff for up to 30 days, during which time the utility is prohibited from disconnecting service on the disputed amount. 3. Violation by Ameren Missouri: Instead of complying with the 30-day protection, Ameren coordinated with Staff to label the informal complaint "frivolous" and proceeded with disconnection only five days after filing. This constitutes a direct statutory violation and undermines the Commission's own consumer protection process.

III. Documentary Deficiencies and Contradictions

1. Absence of authentic bank statements: Ameren provides only internally generated notices of returned payments, not actual bank-issued statements or affidavits. 2. Contradictory handling of payments: Ameren references returned payments of \$[REDACTED] and \$[REDACTED] but offers no independent verification from the custodial financial institution. 3. Acknowledged system error: Ameren admits its system incorrectly reflected a \$[REDACTED] reconnection fee instead of \$[REDACTED]. This error undermines Ameren's reliance on its own system outputs.

III-A. Admissions at Hearing Undermine Credibility

1. Bank Records: During the September 23, 2025 evidentiary hearing, Ameren Missouri openly admitted that it is unable to obtain a bank statement from its own financial institution. This is a critical admission, as Respondent simultaneously attempts to rely on internally generated “returned payment notices” as substitutes for actual bank records. The admission confirms that no authentic bank statements are in Ameren’s possession. 2. Outbound Call and Email Logs: At the same hearing, Ameren further admitted that it could not produce a detailed call list of outbound calls or outbound emails, despite Complainant’s repeated discovery requests. These records are essential for verifying whether required 24-hour disconnection notices and collection efforts were actually made. By admitting its inability to produce these records, Ameren confirms that its claims of compliance with Commission rules are unsupported and unverifiable. 3. Forensic Implications: These admissions undermine the validity of all Respondent’s filings. A party cannot assert that it followed statutory notice requirements while also conceding it has no primary records (bank statements, call logs, email logs) to prove those assertions.

III-B. Responsibility for Bank Records and Defective Subpoenas

1. Fault Lies with Ameren Missouri: It is not the responsibility of the Complainant to obtain or provide Ameren Missouri with copies of its own bank statements. Ameren admitted during the September 23, 2025 hearing that it cannot secure such statements from its own financial institution. That deficiency lies squarely with Ameren, not Complainant. 2. Harassing Subpoenas in the Wrong State: Ameren has issued harassing subpoenas directed at Complainant’s financial institution located in California, while this case is pending in Missouri. Under both Missouri Rules of Civil Procedure, [Rule 57.09](#) and California Code of Civil Procedure [CCP §§ 1985.3](#) & 1985.6, subpoenas seeking non-party bank records must provide notice to the customer before the financial institution can be compelled to respond. Ameren’s attempts bypassed these requirements. 3. Violation of Missouri Right to Financial Privacy Act (MRFPA): Under [RSMo § 408.677.1](#), no subpoena for bank financial records may be served on a financial institution unless a copy is first served on the customer, with adequate time to object. Under [RSMo § 408.682.1](#), financial institutions are expressly forbidden from releasing records without compliance. Ameren’s subpoena violates both provisions. 4. Violation of California Right to Financial Privacy Act (CRFPA): Under the [California Financial Code §§ 4050-4060](#) (CRFPA), a bank cannot disclose records without customer authorization or valid legal process that complies with the customer notice requirement. Ameren’s subpoena, issued in Missouri and directed at a California institution without customer service, fails to comply with these statutory protections. 5. Failure to Comply with the Uniform Interstate Depositions and Discovery Act (UIDDA): Missouri has adopted [RSMo](#)

§§ 492.443–492.500 (UIDDA), which governs discovery directed to non-parties in other states. Under UIDDA, a Missouri subpoena must first be domesticated by a California court before it can compel production from a California financial institution. Ameren failed to follow this mandatory process, rendering its subpoena defective. 6. Forensic Implications: Ameren’s improper subpoenas are not only defective but harassing. They attempt to cover for Ameren’s inability to obtain its own bank records by illegally targeting Complainant’s financial institution in a different jurisdiction. These statutory violations make Ameren’s subpoenas void ab initio and further undermine Respondent’s credibility.

IV. Tariff and Procedural Violations

1. Complaint suspension protections ignored: Ameren’s disconnection mere hours before the filing of a formal complaint violates the intent of Commission rules designed to protect customers in active dispute. 2. Unfiled “Special Cut” process: Ameren describes an internal expedited procedure for returned payments, yet no tariffed rule authorizes such process. Internal policies cannot override Commission regulations.

IV-A. Judicial Oversight Concerns and Pattern of Altered Documents

1. Persistent Avoidance of Statutory Protections: The Honorable Judge Clark has repeatedly declined to apply the controlling statutes governing non-party subpoenas, including RSMo § 408.677.1, RSMo § 408.682.1 (MRFPa), California Code of Civil Procedure CCP §§ 1985.3 & 1985.6, and California Financial Code §§ 4050–4060 (CRFPA). By ignoring these statutes, the Judge has enabled Ameren Missouri to press forward with subpoenas that are unlawful on their face. 2. Effect of Ignoring Statutes: The failure to enforce these statutes directly benefits Ameren Missouri, allowing them to substitute altered internal documents in place of authentic financial records. This contravenes discovery law, which requires that non-party custodial records be obtained through lawful process, with notice and opportunity to object. 3. Pattern of Altered Evidence: Ameren’s case has relied on documents that are internally generated, admitted as erroneous (e.g., \$[REDACTED] reconnection fee vs. \$[REDACTED]), and unauthenticated by custodial recordkeepers. 4. Implication of Judicial Tolerance: By failing to hold Ameren Missouri to the requirements of MRFPa, CRFPA, Rule 57.09, and UIDDA, the tribunal permits Ameren to persist in presenting altered evidence as if it were legitimate. This undermines both the fairness of proceedings and the integrity of the Commission’s process.

V. Conclusion

Ameren has failed to provide legitimate financial records, instead relying on recreated notices. Its citations to Commission rules are misapplied, its timeline inconsistent, and its practices procedurally improper. Forensic review confirms: -

No actual bank statement exists in the record. - Cited statutes are misapplied or misleading. - Procedural protections were ignored. - Ameren admitted on the record that it cannot obtain bank statements, outbound call logs, or outbound email logs. - Ameren has issued defective and harassing subpoenas in violation of Rule 57.09, MRFPA, CRFPA, and UIDDA. - Judge Clark's refusal to apply MRFPA, CRFPA, and related rules has enabled Ameren's reliance on altered documents. Complainant respectfully requests: 1. Striking Ameren's internally created exhibits as inadmissible. 2. A finding that Ameren failed to comply with 20 CSR 4240-13.050. 3. A ruling that Ameren violated 20 CSR 4240-13.030 by disconnecting during an active dispute. 4. A ruling that Ameren violated 20 CSR 4240-2.070 by disconnecting during the statutory informal complaint period. 5. A ruling that Ameren's subpoenas are void for violating RSMo § 408.677.1, RSMo § 408.682.1, CCP §§ 1985.3-1985.6, California Financial Code §§ 4050-4060, and RSMo §§ 492.443-492.500. 6. An order barring Ameren's reliance on its unfiled "Special Cut" process. 7. Granting of Complainant's Motion for Summary Determination or sanctions as appropriate.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Forensic Rebuttal Memorandum was served via email to all parties of record and filed with the Missouri Public Service Commission on this 30th day of September, 2025.

Brett Felber, Complainant Pro Se

