



Keelee Swopshire <keeleeswopshire@gmail.com>

Public Service Commission case #EC-2022-0148

7 messages

Cosper, Don <Don.Cosper@psc.mo.gov>
To: Keelee Swopshire <keeleeswopshire@gmail.com>
Cc: "Vaught, Dianna" <dianna.vaught@psc.mo.gov>

Mon, Mar 14, 2022 at 3:43 PM

Hello Ms. Swopshire,

This message is in regard to your Public Service Commission complaint case EC-2022-0148 against Ameren.

During Staff's investigation into your complaint case, Staff sent data requests to Ameren concerning the meter numbers listed in your complaint, and Ameren has provided the requested data to Staff. However, because one of the meters is associated with a third-party, its data has been marked confidential. Attorneys for the parties have access to confidential information while typically, the parties themselves do not (see 20 CSR 4240-2.135(6)). However, since you are representing yourself (Pro Se), and you are a licensed attorney, you are entitled to see confidential information provided that you sign a nondisclosure agreement (20 CSR 4240-2.135(7)). By signing the nondisclosure agreement, you are simply confirming you will keep confidential information secure and only use the confidential information for purposes related to this complaint case (see 20 CSR 4240-2.135(13): All persons who have access to information under this rule shall keep the information secure and may neither use nor disclose such information for any purpose other than preparation for and conduct of the proceeding for which the information was provided.

Please read, sign and date , and then return the "Swopshire Nondisclosure Agreement" word document that I have attached so that you can be provided access to all the information in this case. You are welcome to either send a scanned version of the signed document back to me electronically, or mail it to the address below. I also attached the Missouri Code of Regulations for your reference (the segment on Confidentiality is on page 15). If you have any questions, please feel free to ask.

Thank you,

Don Cosper

Legal Counsel

Staff Division

Missouri Public Service Commission

200 Madison Street|P.O. Box 360

Jefferson City, MO 65102-0360

(573) 751-4140 (direct)

(573) 522-4016 (facsimile)

2 attachments **Swopshire Nondisclosure Agreement.docx**
13K **Missouri Code of State Regulations--Public Service Commission, Practice and Procedure..pdf**
142K

Keelee Swopshire <keeleeswopshire@gmail.com>
To: "Cosper, Don" <Don.Cosper@psc.mo.gov>

Mon, Mar 14, 2022 at 5:22 PM

Mr. Cosper,

You have not stated what information is included in the "confidential record". I cannot sign an NDA without knowing what it is that I am getting in exchange. The information you deem as confidential might only be an address and name of the Ameren customer which is public information anyway. What type of information have you labeled as confidential? What category does it fall under with regard to the regulations? Is it Personally Identifiable Information? Is the billing included? Are social security numbers included? Health Records? What is it that you have labeled confidential that requires a signed NDA from me, a licensed attorney?

I cannot sign an NDA. Furthermore, any relevant information with regard to my case should not be labeled or classified as "confidential". These proceedings are generally public information under the Missouri Sunshine Law.

With regard to a "Third Party", that third party is only relevant if they were attached to the meter I used at anytime between 8/17/2019 and 10/25/2021. If they were attached to the meter I used then it is not confidential information and I am not required to sign an NDA. I will not sign an NDA and I find the request suspicious.

Please elaborate on your request and provide details on the classified information and why it would be relevant to this case and then after reviewing your response I can make an informed decision with regard to your request.

Sincerely,

Keelee Swopshire, Esq.
314-798-2155 (cell phone)
[Quoted text hidden]

Cosper, Don <Don.Cosper@psc.mo.gov>
To: Keelee Swopshire <keeleeswopshire@gmail.com>

Mon, Mar 14, 2022 at 5:44 PM

Hello Ms. Swopshire,

Thank you for the question. The confidential information is the usage of a third-party meter.

In this controversy, you claim that Ameren is incorrect with respect to the meter you are being charged for, while Ameren says it is the correct meter. Thus, there are two meters relevant to this controversy: the one that Ameren says is yours, and the one that you say is yours. Both of you are not correct, but both meter's data has been included in this investigation. The one meter that isn't yours naturally associates to a third-party (the owner of your former apartment building). The data for the meter that isn't yours is confidential because it is private to the third-party.

By signing the NDA, you are promising not to use the third-party's confidential information for any other purpose outside of this proceeding. The information is basically useless to you outside of this proceeding anyways, but the Commission still has us go through this formality because confidential information, in this case, the usage of someone else's meter, is personal to that other person. The request does not involve any information like health records or social security numbers because those issue have nothing to do with the controversy. Do you understand?

Don Cospers

[Quoted text hidden]

Keelee Swopshire <keeleeswopshire@gmail.com>
To: "Cospers, Don" <Don.Cospers@psc.mo.gov>

Mon, Mar 14, 2022 at 7:58 PM

Mr. Cospers,

You still haven't given me enough information. I understood that you claim the meter is associated with a third party. Perhaps you're claiming the meter is being used by a new customer. That is what I wanted clarification on. Was said meter you claim is confidential in use by the Third Party during the relevant time period? That would be relevant information. If said meter was not in use by this Third Party during the relevant time period then I am not sure how it is relevant to this case, unless it was also used by a different Third Party during the relevant time period. Additionally, if you've stated that Ameren is incorrect in stating that the meter is correct then I don't understand why I would need to sign an NDA. It simply means they're incorrect and if you have knowledge of that then you can correct them instead of asking me to sign a Non-Disclosure Agreement with Ameren, which is something I am not interested in doing at any present or future point in time.

If the confidential meter is under a Third Party name simply redacted the Personally Identifiable Information and leave the rest of the portions intact instead of requesting that I enter into a formal agreement with the opposing party for information I am entitled to by law. If this were an actual civil case then that information would be discoverable from Ameren anyway. I see no reason why this process would be any different.

Sincerely,

Keelee Swopshire, Esq.
[Quoted text hidden]

Cospers, Don <Don.Cospers@psc.mo.gov>
To: Keelee Swopshire <keeleeswopshire@gmail.com>

Tue, Mar 15, 2022 at 9:06 AM

Hello Ms. Swopshire,

Staff has no interest in the meter use of any meters you listed in your complaint outside of the time frame you listed in your complaint. We are not interested in wasting our own time, let alone anyone else's on irrelevant data. We've got plenty of other cases to handle. Your complaint case is uncommon in the sense that it involves both your meter and a third-party's meter. The third-party meter is relevant because you listed it in your complaint. Staff is not seeking confidential information from you, we are only informing you that the data usage of the meter that isn't yours in this case is marked confidential.

Because you are a licensed attorney, it is obvious that you studied confidentiality not only in law school but also when you studied and passed the MPRE. The irony is, the person who was associated to the third-party meter probably couldn't care less if anyone knows or discusses the usage of his/her meter in this case or outside of it, but legal ethics teach us that we have to behave as if that person does care, and we promise not to discuss the confidential data outside of this proceeding (hence, the nondisclosure agreement).

As I stated, this is an unusual case because typical cases only involve the complainant's data. The nondisclosure agreement was just one way to cover all the ethical bases that the legal world places before us when dealing with confidential information, but if you are opposed to agreeing not to discuss the other party's data outside of this case, then Staff will try another way to complete the report without possibly breaching confidentiality rules.

Thank you, and if you have any more questions, please ask.

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Keelee Swopshire <keeleeswopshire@gmail.com>
To: "Cosper, Don" <Don.Cosper@psc.mo.gov>

Tue, Mar 15, 2022 at 9:59 AM

Mr. Cosper,

I listed a few meters in my complaint. Is the confidential meter the meter listed on the Ameren bill or is it the meter I sent pictures of in my last filing that was claimed as belonging to the building owners, Kochav Yachid/Shaar LLC?

I understand the rules of ethics. I'm an attorney. I am representing myself in this matter. Usually, a judicial or quasi judicial body doesn't request NDAs from one party on behalf of an opposing party. An Attorney's ethics in Missouri have very little to say about an opposing party's data and the maintenance of that data during a confrontation unless there has been an order from a judge/court sealing the documents or making discovery confidential. I am bound in general by the rules of ethics, not a proposed contract between myself and Ameren when it comes to confidentiality matters. I just don't think entering into an NDA that I'm sure will have a lot of boilerplate language that is way too broad and might possibly limit my own rights in the future with regard to this matter.

As I've stated before, I am an attorney. I am disputing with your Commission the accuracy of the bill I received from Ameren. If some information is confidential, then that can be redacted without me having to sign an NDA. If meter usage of the third party meter is within the relevant time period, the data can be supplied and the party's name can be redacted or labeled as "Confidential Third-Party". The data can still be viewed outside of that because it wouldn't be attached to a specific Personally Identifiable name. Viewing the data in isolation without the name would be fine. It's the combining of that data with a personally identifiable name that might be the reason why Ameren wants an NDA. I think you said some information would be redacted anyway. I am not signing an NDA for already redacted documents that I know very little about.

Sincerely,

Keelee Swopshire, Esq.

[Quoted text hidden]

Cosper, Don <Don.Cosper@psc.mo.gov>
To: Keelee Swopshire <keeleeswopshire@gmail.com>

Tue, Mar 15, 2022 at 11:32 AM

Hello Ms. Swopshire,

Please disregard my request. Ameren has nothing to do with the NDA request and has no knowledge of it. I work for the Staff of the Public Service Commission and I was just trying to insure Staff does not breach a confidentiality rule, per instructions given to me by my superiors. The form I sent has no boilerplate, it's just a simple word document that states you have read the rules on confidentiality and that you promise to comply with those rules. I also attached a PDF of the rules of the Commission for your convenience. If you don't like attachments, what I sent you can be found on the PSC's webpage.

I apologize if you found the nondisclosure agreement to be confusing, but if you viewed it you would realize it is nothing to be threatened by. It doesn't change anybody's rights, it's just a promise not to spread confidential info that you, as a party, will have access to. Nonetheless, in the time this conversation has transpired, I have now been informed that an NDA is not necessary. I wish they had told me that in the first place. So, it can be disregarded!

Sincerely,

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