

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Symmetry Energy Solutions, LLC,)	
)	
Complainants,)	
)	
v.)	Case No. GC-2021-_____
)	
Spire Missouri, Inc. and its operating unit)	
Spire Missouri West,)	
)	
Respondents.)	

SYMMETRY ENERGY SOLUTIONS, LLC’S FIRST SET OF DATA REQUESTS TO SPIRE MISSOURI, INC. AND ITS OPERATING UNIT SPIRE MISSOURI WEST

Symmetry Energy Solutions, LLC (“Symmetry”) serves its First Set of Data Requests to Spire Missouri, Inc. and its operating unit Spire Missouri West. Pursuant to 4 C.S.R. 4240-2.090(2)(C), responses to these Data Requests are due within 20 days of receipt or earlier if so ordered.

INSTRUCTIONS AND DEFINITIONS

1. When answering these Data Requests, you are requested to furnish all information available to you, including information in the possession of your attorneys, investigators, employees, agents, officers, directors, representatives, or any other person or persons acting on your behalf.

2. These Data Requests apply to all documents in your possession, custody, or control, whether in hard copy or electronic form. Possession, custody, or control does not require that you have actual physical possession; instead, if you have physical control or a superior right to compel production from another (including having a legal right to obtain, copy, or have access to documents; and documents which you have placed in the temporary possession, custody, or control of any third party), the document must be produced.

3. For any responsive document withheld on the basis of privilege or otherwise, identify the document withheld by name, date, and subject matter and state the specific basis for the privilege, protection, or other exemption you assert. Such information should be provided in a sufficient manner to allow it to be described to the Commission for ruling on the privilege or other reason asserted for withholding.

4. These Data Requests shall be deemed continuing in nature so as to require prompt, further, and supplemental responses and production whenever you discover additional information or documents determined to be responsive to these Data Requests.

5. Unless otherwise stated in a particular Data Request, the relevant time period for these Data Requests is February 1, 2021 through February 28, 2021.

6. The terms “Spire,” “you,” and “yours” mean and refer to Spire Missouri, Inc. and its operating unit Spire Missouri West, and, when applicable, their employees, agents, officers, directors, representatives, and any other person or persons acting in concert with them or under their control, whether directly or indirectly.

7. The term “OFO” means any operational flow order of any type and in any form.

8. The term “POC” means any curtailment or period of curtailment of any type and in any form.

9. The term “Spire MO West System” means the Spire Missouri West gas distribution system or any portion thereof.

10. The term “SS” means Southern Star Central Gas Pipeline.

11. The “SS System” means SS’s pipeline system segments and assets (including storage caverns) used and useful in serving the Spire MO West System or any portion thereof.

12. The “Tariff” means the Spire Missouri West tariff.

13. The “Winter Storm Event” means the severe winter storm and weather conditions affecting Missouri and much of the rest of the United States for a period of multiple days during February 2021.

14. The term “document” is used in the broadest sense and includes, but is not limited to, originals, non-identical copies, and drafts of the following items: agreements, communications, including intracompany communications, correspondence, e-mails, online chats, instant messages, text messages, messaging app communications, telegrams, telephone bills and records, electronic facsimiles, electronically stored information, cables, memoranda, records, books, summaries or records of personal conversations or interviews, diaries, forecasts, statistical statements, accountants’ work papers, graphs, charts, maps, diagrams, blueprints, tables, indices, pictures, recordings, tapes, microfilms, charges, accounts, analytical records, minutes or records of meetings or conferences; reports and/or summaries of interviews, report and/or summaries of investigations, opinions or reports of consultants, appraisals, reports and/or summaries of investigations, brochures, pamphlets, circulars, trade letters, press releases, contracts, stenographic, handwritten or any other notes, projections, working papers, checks, front and back, check stubs or receipts, invoice vouchers, tape data sheets or data processing cards or discs or any other written, recorded, transcribed, punched, taped, filmed or graphic matter however produced or reproduced: data processing input and output and any other document or writing of whatever description, including, without limitation, any information contained in any computer, although not yet printed out.

15. The term “correspondence” means any document that reflects or constitutes the transmittal of information in any form, including through letters, faxes, e-mails, text messages, online chats, messaging apps, and recorded conversations or audio or video conferences or broadcasts.

16. The term “identity” means the following when used herein:
- a. When used in reference to an individual, it means his or her full name, residential address, present or last known business address, telephone number, position, business affiliation and job description, at the time in question, with respect to the discovery request involved, and if applicable, his or her “business” name or d/b/a.
 - b. When used in reference to a corporation, it means its full name, county, state or province of incorporation, address and telephone number of its principal place(s) of business, and the type of business in which it is engaged, and the natural person(s) within that corporation who have knowledge of the matters inquired about.
 - c. When used in reference to a company, association, partnership, governmental agency (whether federal, state or local), or any other entity which is not a natural person or corporation, it means its full name, form of organization, county, state or province of organization, address and telephone number of its principal place(s) of business, type(s) of business in which it is engaged, and the natural person or persons within that organization who has knowledge of the matters about which the Data Requests inquire.
 - d. When used in reference to an act, event, occurrence, or communication, it means the detailed substance thereof, the identity of the person or persons who were parties to the act, event, occurrence, or communication, any other persons who participated in, or who were present at the act, event, occurrence or communication, the date and place thereof, and whether the act, event, occurrence, or communication was oral or in writing, and if such act, event, occurrence, or communication has been reduced to writing, or otherwise recorded, to identify such document or recording.
 - e. When used in reference to a document, it means as exactly as possible the date upon which the document was prepared or executed, and a detailed description of the document including, if applicable, when, where and how it was made, the identity of the person who prepared and/or executed it, the number of pages, the title, any identification number, the present location and the custody of the original thereof and, if unknown, the present custodian of any copy thereof, the manner and date of disposition of any document that was, but is no longer, in your possession or subject to your control and a short summary of the contents thereof.
14. The term “identify” means to provide the identity of the person, entity, or other matter at issue, including the information set forth in the definition of “identity,” above.

15. The words “evidencing,” “related to,” “relating to,” “relates to,” “referring to,” “concerning,” and “regarding” are used in their broadest sense and, by way of illustration, mean in any way concerning, constituting, referring to, analyzing, discussing, describing, considering, involving, modifying, evidencing, representing, commenting upon, qualifying, pertinent to or touching upon. A document or correspondence “evidencing,” “related to,” “relating to,” “referring to,” “concerning,” or “regarding” a given subject means any document or correspondence that constitutes, contains, embodies, comprises, reflects, identifies, states, refers to, deals with, comments on, responds to, describes, involves or is in any way pertinent to that subject, including documents concerning the presentation of other documents.

16. The term “person” shall mean and include any individual, natural person, or if not a natural person, any corporation or entity.

17. The words “and” and “or” shall be construed either conjunctively or disjunctively as required by the context to bring within the scope of these Data Requests any response or document that might be deemed outside its scope by another construction.

18. The word “including” shall be construed to mean “including but not limited to.”

19. The words “any” and “all” shall be construed to mean “any and all.”

20. The words “each” and “every” shall be construed to mean “each and every.”

FIRST SET OF DATA REQUESTS

1. Produce all OFOs issued by Spire to any parties, including affiliates of Spire, affecting the Spire MO West System, including OFOs for gas and transportation imbalances at a meter, shipper, agent, or aggregator level; OFOs related to storage levels and storage withdrawal rates; and OFOs related to operational balance agreements.
2. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire’s evaluation, actions, and decisions regarding the need for the OFO, including all conditions and circumstances giving rise to the need for the OFO.
3. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire’s evaluation, actions, and decisions

regarding the need for the OFO, including all conditions and circumstances giving rise to the need for the OFO.

4. For each OFO issued by Spire affecting the Spire MO West System, describe in detail any attempts by Spire to identify specific customers causing the conditions or circumstances giving rise to the need for the OFO.
5. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to any attempts by Spire to identify specific customers causing the conditions or circumstances giving rise to the need for the OFO.
6. Describe in detail Spire's evaluation, actions, and decisions regarding the protection of the integrity of the Spire MO West System.
7. Produce all correspondence and other documents regarding Spire's evaluation, actions, and decisions regarding the protection of the integrity of the Spire MO West System.
8. Describe in detail any risk of Spire resources on the Spire MO West System being used at or near their maximum Tariff or contractual limits.
9. Produce all correspondence and other documents regarding any risk of Spire resources on the Spire MO West System being used at or near their maximum Tariff or contractual limits.
10. Describe in detail any occurrence of Spire resources on the Spire MO West System being used at or near their maximum Tariff or contractual limits.
11. Produce all correspondence and other documents regarding any occurrence of Spire resources on the Spire MO West System being used at or near their maximum Tariff or contractual limits.
12. Describe in detail any risk of excess maximum allowable operating pressure on the Spire MO West System.
13. Produce all correspondence and other documents regarding any risk of excess maximum allowable operating pressure on the Spire MO West System.
14. Describe in detail any occurrence of excess maximum allowable operating pressure on the Spire MO West System.
15. Produce all correspondence and other documents regarding any occurrence of excess maximum allowable operating pressure on the Spire MO West System.
16. Describe in detail any risk of loss of sufficient line pressure to meet the Spire MO West System delivery obligations.
17. Produce all correspondence and other documents regarding any risk of loss of sufficient line pressure to meet the Spire MO West System delivery obligations.

18. Describe in detail any occurrence of loss of sufficient line pressure to meet the Spire MO West System delivery obligations.
19. Produce all correspondence and other documents regarding any occurrence of loss of sufficient line pressure to meet the Spire MO West System delivery obligations.
20. Describe in detail any risk of any other condition that may have caused Spire to be unable to deliver natural gas on the Spire MO West System consistent with its Tariff.
21. Produce all correspondence and other documents regarding any risk of any other condition that may have caused Spire to be unable to deliver natural gas on the Spire MO West System consistent with its Tariff.
22. Describe in detail any occurrence of any other condition that caused Spire to be unable to deliver natural gas on the Spire MO West System consistent with its Tariff.
23. Produce all correspondence and other documents regarding any occurrence of any other condition that caused Spire to be unable to deliver natural gas on the Spire MO West System consistent with its Tariff.
24. Describe in detail any risk of any other failure of the integrity of the Spire MO West System.
25. Produce all correspondence and other documents regarding any risk of any other failure of the integrity of the Spire MO West System.
26. Describe in detail any occurrence of any other failure of the integrity of the Spire MO West System.
27. Produce all correspondence and other documents regarding any occurrence of any other failure of the integrity of the Spire MO West System.
28. For each OFO issued by Spire affecting the Spire MO West System, describe in detail any evaluation or determination by Spire regarding whether exigent circumstances existed that required immediate or expedited issuance of the OFO.
29. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to any evaluation or determination by Spire regarding whether exigent circumstances existed that required immediate or expedited issuance of the OFO.
30. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire's evaluation, actions, and decisions regarding the timing of issuance of the OFO.
31. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding the timing of issuance of the OFO.

32. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire's evaluation, actions, and decisions regarding the duration of the OFO, including all conditions and circumstances that formed the basis of Spire's decision regarding when to terminate the OFO.
33. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding the duration of the OFO, including all conditions and circumstances that formed the basis of Spire's decision regarding when to terminate the OFO.
34. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire's evaluation, actions, and decisions regarding whether to issue a Standard OFO or Emergency OFO.
35. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding whether to issue a Standard OFO or Emergency OFO.
36. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire's evaluation, actions, and decisions regarding whether to re-issue a Standard OFO as an Emergency OFO.
37. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding whether to re-issue a Standard OFO as an Emergency OFO.
38. For each Standard OFO issued by Spire affecting the Spire MO West System that was not re-issued as an Emergency OFO, describe in detail Spire's evaluation and decision that an Emergency OFO was not necessary or appropriate, including all conditions or circumstances that formed the basis of such determination.
39. For each Standard OFO issued by Spire affecting the Spire MO West System that was not re-issued as an Emergency OFO, produce all correspondence and other documents related to Spire's evaluation and decision that an Emergency OFO was not necessary or appropriate, including all conditions or circumstances that formed the basis of such determination
40. State whether the Tariff requires Spire's actions with respect to its OFOs to be reasonable, objective, and non-discriminatory.
41. For each OFO issued by Spire affecting the Spire MO West System, describe in detail Spire's evaluation, actions, and decisions regarding ensuring that its actions with respect to the OFO were reasonable, objective, and non-discriminatory.
42. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding ensuring that its actions with respect to the OFO were reasonable, objective, and non-discriminatory.

43. Produce all correspondence and other documents related to all requests for voluntary actions from any upstream pipeline (including SS) to Spire regarding the Spire MO West System.
44. Produce all correspondence and other documents related to all OFOs (including OFOs for gas transport, gas deliveries, gas imbalances, storage withdraws, and operational balance agreements), functional equivalent of OFOs, critical notices, notices of any other requirement, or force majeure notices from any upstream pipeline (including SS) to Spire regarding the Spire MO West System.
45. Produce all correspondence and other documents related to any allegation of unauthorized usage from any upstream pipeline (including SS) regarding the Spire MO West System.
46. Produce all correspondence and other documents related to penalties and charges assessed by any upstream pipeline (including SS) to Spire regarding the Spire MO West System.
47. Produce all correspondence and other documents regarding Spire's efforts to insure compliance with requirements of upstream pipeline companies (including SS) regarding the Spire MO West System.
48. Identify each OFO issued by Spire to Spire transportation customers served by Symmetry.
49. Produce all correspondence and other documents related to Spire's issuance of any OFO to Spire transportation customers served by Symmetry.
50. For each OFO issued by Spire to Spire transportation customers served by Symmetry, describe in detail each effort to provide notice of the OFO, including the manner of notice attempted, the date and time of attempt, the person attempting to provide notice, and the intended recipient (with contact information) of the notice.
51. For each OFO issued by Spire to Spire transportation customers served by Symmetry, produce all correspondence and other documents related to each effort to provide notice of the OFO, including the manner of notice attempted, the date and time of attempt, the person attempting to provide notice, and the intended recipient (with contact information) of the notice.
52. State whether you contend that any Spire transportation customers served by Symmetry engaged in conduct that failed to comply with any OFO or Spire directive, and if you do, describe in detail the basis for your contention as to each.
53. If you contend that any Spire transportation customers served by Symmetry engaged in conduct that failed to comply with any OFO or Spire directives, produce all correspondence and other documents related to your contention.
54. State whether you contend that any Spire transportation customers served by Symmetry failed to make all reasonable attempts to comply with any OFO or Spire directives, and if you do, describe in detail the basis for your contention as to each, including a statement of

any action you contend any Spire transportation customers served by Symmetry should have, but did not, take.

55. If you contend that any Spire transportation customers served by Symmetry failed to make all reasonable attempts to comply with any OFO or Spire directives, produce all correspondence and other documents related to your contention.
56. For each OFO issued by Spire affecting the Spire MO West System, describe in detail any attempts by Spire to remedy the conditions or circumstances giving rise to the need for the OFO, including through requests for voluntary actions.
57. For each OFO issued by Spire affecting the Spire MO West System, produce all correspondence and other documents related to any attempts by Spire to remedy the conditions or circumstances giving rise to the need for the OFO, including through requests for voluntary actions.
58. To the extent not produced in response to other Data Requests, produce all correspondence and other documents related to Spire's issuance of OFOs affecting the Spire MO West System.
59. Produce all correspondence and other documents related to Spire's evaluation of whether to issue any request for voluntary action affecting the Spire MO West System.
60. Produce all notices in any form (including those made via an electronic bulletin board, instant messaging service, online chat, messaging app, email, facsimile, text message, video conference, telephone, or commercial radio or television) to any parties, including affiliates of Spire, regarding requests by Spire for voluntary actions, including voluntary actions for the management of or adjustment to gas nominations for receipts, deliveries, imbalances, and storage levels or withdrawals.
61. Produce all notices of POCs initiated by Spire to any parties, including affiliates of Spire, affecting the Spire MO West System.
62. Produce all correspondence and other documents related to any POC initiated by Spire affecting the Spire MO West System.
63. Describe in detail Spire's evaluation, actions, and decisions regarding whether to initiate any POC affecting the Spire MO West System, including all conditions and circumstances considered in the course of such evaluation, actions, and decisions.
64. Produce all correspondence and other documents related to Spire's evaluation, actions, and decisions regarding whether to initiate any POC affecting the Spire MO West System.
65. Produce all correspondence and other documents regarding the delivery or exchange of gas by SS to Spire or by Spire to SS.
66. Produce all correspondence and other documents regarding the injection or withdrawal of any gas owned by Spire into or from SS owned or operated storage facilities.

67. Describe in detail any instances of gas imbalances on the Spire MO West System.
68. Produce all correspondence and other documents regarding any gas imbalances on the Spire MO West System.
69. Produce all correspondence and other documents regarding any gas imbalances on the SS System.
70. State whether the Spire MO West System was completely physically balanced on a cumulative basis by the end and for the month of February, 2021.
71. State whether gas receipts and deliveries for any Spire transportation customers served by Symmetry were physically balanced on a cumulative basis by the end and for the month of February, 2021.
72. Produce all correspondence between Spire and Spire Marketing.
73. Provide a detailed list of all gas purchase, sale, exchange, and other transactions made by Spire related to the SS System or the Spire MO West System, including intra-storage transactions and any transactions within any pools on the SS System or Spire MO West System, including for each transaction:
 - i. Receipt point;
 - ii. Delivery point;
 - iii. Volume;
 - iv. Identity of seller;
 - v. Identity of buyer;
 - vi. Identity of any Spire employee(s) or agent(s) who participated in the transaction;
 - vii. Exchange conditions;
 - viii. Purchase price;
 - ix. Sale price;
 - x. Any penalties, charges, fees, or other adders that affected either revenue or cost associated with the transaction; and
 - xi. Whether such price, penalties, charges, fees, or other adders have been paid or received by Spire.
74. Produce all correspondence and documents related to all gas purchase, sale, exchange, and other transactions made by Spire related to the SS System or the Spire MO West System, including intra-storage transactions and any transactions within any pools on the SS System or Spire MO West System.
75. Produce documents sufficient to show the daily gas volumes owned or managed by Spire in storage on the Spire MO West System, the SS System, or any other upstream pipeline system with access to the Spire MO West System.
76. Produce documents sufficient to show the daily gas volumes owned or managed by Spire injected into storage for Spire's account on the Spire MO West System, the SS System, or any other upstream pipeline system with access to the Spire MO West System.

77. For each injection of gas into storage for Spire's account on the Spire MO West System, the SS System, or any other upstream pipeline system with access to the Spire MO West System, produce documents sufficient to show the volume of gas, the source from which the gas was obtained, and all sums Spire paid for the gas.
78. Produce documents sufficient to show the daily gas volumes owned or managed by Spire withdrawn from storage for Spire's account on the Spire MO West System, the SS System, or any other upstream pipeline system with access to the Spire MO West System.
79. For each withdrawal of gas from storage for Spire's account on the Spire MO West System, the SS System, or any other upstream pipeline system with access to the Spire MO West System, produce documents sufficient to show the volume of gas, the customer or other party to whom the gas was provided, and all sums paid to Spire for the gas.
80. Provide a detailed, daily list of all nomination changes and physical curtailments made by Spire for and on gas transport, receipt, and delivery volumes for any Spire transportation customers served by Symmetry.
81. Produce all correspondence and other documents related to all nomination changes and physical curtailments made by Spire for and on gas transport, receipt, and delivery volumes on the Spire MO West System.
82. Produce all notices in any form (including those made via an electronic bulletin board, instant messaging service, online chat, messaging app, email, facsimile, text message, video conference, telephone, or commercial radio or television) to any parties, including affiliates of Spire, regarding any changes to confirmed gas receipt and delivery nominations.
83. Produce all notices in any form (including those made via an electronic bulletin board, instant messaging service, online chat, messaging app, email, facsimile, text message, video conference, telephone, or commercial radio or television) to any parties, including affiliates of Spire, regarding daily retainage-adjusted confirmed nominations.
84. Provide a detailed list of all unauthorized deliveries under any OFO or during a POC affecting the Spire MO West System, including for each such unauthorized delivery the customer, meter, and daily unauthorized volume.
85. Produce all correspondence and other documents related to all unauthorized deliveries under an OFO or during a POC on the Spire MO West System.
86. Provide a detailed list of all penalties and charges assessed related to any OFO or POC affecting the Spire MO West System, including for each such penalty or charge the customer, any customer agent, any customer marketer, the OFO or POC underlying the penalty or charge, the amount of the penalty or charge, and the basis for the calculation of the penalty or charge.
87. Produce all correspondence and other documents related to any penalties and charges assessed related to any OFO or POC affecting the Spire MO West System.

88. Describe in detail your method of calculation for each penalty or charge assessed against Spire transportation customers served by Symmetry.
89. Describe in detail your factual basis for each penalty or charge assessed against Spire transportation customers served by Symmetry.
90. Describe in detail your legal basis for each penalty or charge assessed against Spire transportation customers served by Symmetry.
91. For each penalty or charge assessed against Spire transportation customers served by Symmetry, describe in detail all costs incurred by Spire in connection with providing the services giving rise to the penalty or charge.
92. Produce all correspondence and other documents related to any penalties and charges assessed to Spire transportation customers served by Symmetry, including all documents related to all prices and volumes on which Spire is basing the calculation of such penalties and charges and all documents related to the costs incurred by Spire in connection with the services giving rise to such penalties and charges.
93. Produce proof of all gas purchases and associated costs on a per-unit total for all purchases on which Spire is relying for its assessment of penalties and charges to Spire transportation customers served by Symmetry.
94. State whether the Tariff requires that all penalties associated with an OFO be limited as practicable to address only the problem(s) giving rise to the need for the OFO.
95. For each penalty or charge assessed against Spire transportation customers served by Symmetry, describe in detail Spire's evaluations, actions, and decisions regarding limiting the penalty or charge as practicable to address only the problem(s) giving rise to the need for the OFO associated with the penalty or charge.
96. For each penalty or charge assessed against Spire transportation customers served by Symmetry, produce all correspondence and other documents related to Spire's evaluations, actions, and decisions regarding limiting the penalty or charge as practicable to address only the problem(s) giving rise to the need for the OFO associated with the penalty or charge.
97. For any penalties and charges associated with an OFO affecting the Spire MO West System, describe in detail Spire's evaluations, actions, and decisions regarding limiting the amount and duration of the penalties and charges as practicable to address only the problem(s) giving rise to the need for the OFO.
98. For any penalties and charges associated with an OFO affecting the Spire MO West System, produce all correspondence and other documents related to Spire's evaluations, actions, and decisions regarding limiting the amount and duration of the penalties and charges as practicable to address only the problem(s) giving rise to the need for the OFO.

99. State your monthly gross profit for the Spire MO West System for the months of February 2020, November 2020, December 2020, January 2021, and February 2021, taking into account all penalties and charges assessed (even if not yet collected).
100. State your monthly gross profit attributable to Spire transportation customers served by Symmetry for the months of February 2020, November 2020, December 2020, January 2021, and February 2021, taking into account all penalties and charges assessed (even if not yet collected).
101. Please identify and provide supporting documentation for the gas purchases Spire refers to its Motion to Intervene and Comments of Spire Missouri Inc. in the proceeding before the Federal Energy Regulatory Commission, Docket No. RP21-618-000, in which it states “Spire Missouri acquired significant quantities of flowing gas to ensure it could meet the requirements of its customers and incurred a considerable expense to do so during the period of peak demand.”
102. Produce all correspondence with S&P Global Platts, including but not limited to any affiliate and representative, regarding its published pricing during the OFO Period.
103. To the extent not produced in response to other Data Requests, produce all correspondence and other documents related to the Winter Storm Event.

Respectfully submitted,

HEALY LAW OFFICES, LLC

By: /s/ Peggy A. Whipple
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Attorneys for Complainant Symmetry Energy Solutions, LLC

OF COUNSEL (Payment of Missouri Supreme Court Fee and Applications for Admission Pro Hac Vice to be filed immediately following assignment of Case Number to the Complaint filed this day in this case):

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CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of March 2021, a copy of the foregoing First Set of Data Requests to Spire Missouri, Inc. and its operating unit Spire Missouri West has been mailed, emailed or hand-delivered to the following:

Matthew Aplington, General Counsel
Spire Missouri Inc.
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/s/ Peggy A. Whipple
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