

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Grain Belt)
Express LLC for an Amendment to its Certificate)
Of Convenience and Necessity Authorizing it to) File No. EA-2023-0017
Construct, Own, Operate, Control, Manage, and)
Maintain a High Voltage, Direct Current)
Transmission Line and Associated Converter)
Station)

MOTION FOR DISCOVERY CONFERENCE

Pursuant to paragraph 3(m) of the Commission’s Order of December 21, 2022, the Missouri Landowners Alliance (MLA) et al. respectfully request a Discovery Conference to address the objections raised by Grain Belt Express to eleven Data Requests submitted to them by the MLA.¹ The data requests and objections are set forth verbatim below, followed in each instance by the MLA’s response to the objections.

Data Requests directed to Grain Belt witness Mr. Shashank Sane

Data Request SS5. Please provide a copy of all of the MOUs [Memorandums of Understanding] referenced at page 13 lines 7-10 of your testimony.

Grain Belt’s Objection: Grain Belt objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

¹ This Motion is being submitted by the MLA, the Eastern Missouri Landowners Alliance d/b/a Show Me Concerned Landowners, Norman Fishel, Gary and Carol Riedel, and Dustin Hudson. For convenience, this group will be collectively referred to here as the MLA.

MLA's Response: In the last CCN case, Grain Belt proposed to deliver only 500 MW of electricity to customers in Missouri, with the remaining 3,500 MW to states further east.² In the current case, Grain Belt is proposing to quintuple the capacity for delivery to Missouri, from 500 MW to 2,500 MW.³

In the last CCN case the Commission found there was a need for the line primarily on the basis of a sale of 136 MW of capacity to a group of Missouri municipal systems⁴. This sale amounts to just over 5 one-hundredths of one percent of the revised Missouri capacity.

Grain Belt now claims, however, that it has evidence of current demand for the expanded capacity in Missouri, which allegedly can be seen “on several fronts”.⁵

Grain Belt begins by stating that it has signed some unspecified number of MOUs “with major commercial and industrial consumers, and electric utilities, each of which has expressed interest in acquiring transmission capacity from the Project.”⁶

First, it is highly unlikely that any of Grain Belt's MOUs with commercial and industrial retail consumers would involve service to be delivered in Missouri. As Grain Belt has confirmed, the project will not provide service to retail customers in Missouri.⁷ And because Missouri has not deregulated the sale of electricity at retail, commercial and industrial customers in this state could not purchase retail service from Grain Belt even if Grain Belt wished to do so.

² File No. EA-2016-0358, Report and Order on Remand issued March 20, 2019, EFIS 758 (“last CCN case”), p. 9, par. 5.

³ Grain Belt's Application in this proceeding, p. 2.

⁴ Report and Order on Remand in last CCN case, p. 41. (“Order in last CCN case”)

⁵ Direct testimony of Grain Belt witness Shashank Sane, p. 13, lines 5-7.

⁶ Grain Belt's Application in this case, p. 21, par. 48. See also direct testimony of Shashank Sane, p. 13, lines 5-10.

⁷ See Grain Belt's Application in EA-2016-0358, p. 29, par. 76. (EFIS 34)

In any event, if the MLA is denied copies of the MOU's relied upon by Grain Belt, the MLA has no means of obtaining any of the following information: how much of the potential sales would involve delivery of power to Missouri (if any), as opposed to delivery to the converter station at the Illinois/Indiana border; whether the MOUs merely involve the sale of nominal amounts of capacity; whether the potential buyer has any obligation whatsoever to actually purchase the capacity; the financial viability of the counterparty; and what the price of the capacity would be. All of this information is necessary to meaningfully address two of the Tartan factors relied upon by the Commission in the issuance of a CCN: there must be a need for the service; and the applicant's proposal must be economically feasible.⁸

Further, Grain Belt should not be permitted to rely upon the MOU's in supporting its case-in-chief, and then refuse access to that material to its opponents. This proposition is confirmed by *State ex rel. Arkansas Power & Light v. MO Pub. Serv. Comm.*, 736 S.W.2d 457 (Mo App. 1987). There, the Staff requested certain information in a rate case regarding coal costs, including a computer model developed by a third party. The Commission first excluded the testimony based on the computer model, holding that "the company cannot be allowed to maintain its burden of proof by the use of secret or unrevealed information ..."⁹ Eventually, the Commission ruled that all of the company's evidence regarding increased coal costs should be stricken.¹⁰

On appeal, the court ruled that excluding this evidence was too drastic a remedy.¹¹ More to the point here, the court also stated as follows: "Although proprietary interests

⁸ Order in last CCN case, p. 40

⁹ Id. at 459.

¹⁰ Id. at 459-60.

¹¹ Id. at 460.

may be protected in those kinds of cases, they [the Commission rules regarding discovery] cannot be unilaterally used to allow the utility to fail to disclose and still carry its burden of proof.”¹²

Grain Belt also says the MOUs are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties. But Grain Belt undoubtedly recognized from the outset that opposing parties were apt to ask for copies of the MOU’s, given that they were relied up by Grain Belt in making its direct case here. The same is no doubt true of the major commercial and industrial consumers and electric utilities which signed the MOUs. Grain Belt and its counterparties should not be allowed to insulate themselves from disclosure of those documents by voluntarily agreeing among themselves to do just that.

Moreover, it is highly likely that documents of this nature would include a provision to the effect that the documents may be disclosed if so ordered by a court or administrative agency having lawful authority over the matter. If this “nondisclosure” argument from Grain Belt is viewed as determinative of the issue here (which should not be the case), then the MLA respectfully suggests that the Law Judge could review the MOU’s in camera, and determine for herself exactly how “binding” the nondisclosure agreements really are.

Finally, and notably, Grain Belt does not claim that the MOU’s are not relevant to this case. (The same holds true with respect to data requests SS6, SS7 and SS22 below).

Data Request SS6. With reference to your discussion of Ameren Missouri at p. 13 line 15 – p. 14 line 20 of your testimony: (1) Please provide a copy of all documents transmitted to Grain Belt from Ameren which address the question of what interest

¹² Id.

Ameren may have, if any, in purchasing an ownership interest in and/or capacity from the Grain Belt line. (2) Please provide a copy of all documents submitted by Grain Belt to Ameren discussing the possible purchase by Ameren of an ownership interest in and/or capacity from the Grain Belt line. With respect to items (1) and (2) immediately above, this request is limited to documents written or compiled after the Commission Order in the last CCN case.

Grain Belt’s Objection: Grain Belt objects to this request and each subpart in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA’s Response: In attempting to demonstrate the need for the added capacity for Missouri from the revised Project, Grain Belt states as follows: “In addition to the MOU’s, both Ameren Missouri and Evergy have announced carbon emission reduction goals, which further demonstrate demand for expanding the delivery capability of the Project”¹³

Grain Belt alleges that this data request seeks the identities of potential commercial customers, but in fact this data request does not seek the identity of any person or organization.

¹³ GBE’s Application in this case, p. 21. For additional discussion of Ameren’s potential need for the Project, see direct testimony of Shashank Sane, p. 13 line 11 – p.14, line 20.

Grain Belt also claims that providing documentation of discussions with Ameren would result in substantial harm to Grain Belt and others. However, Grain Belt fails to demonstrate how this material could possibly be disclosed to others, and even it was, how such disclosure could result in substantial harm to any of the entities listed by Grain Belt

Grain Belt's additional objections to this data request are essentially the same as its objections to data request SS5 above. Therefore, in further Response to Grain Belt's objections to SS6, the MLA incorporates by reference its Response to the objections to SS5.

Data Request SS7. With reference to your discussion of Evergy at p. 14 line 21 – p. 15 line 2 of your testimony: (1) Please provide a copy of all documents transmitted to Grain Belt from Evergy which address the question of what interest Evergy may have, if any, in purchasing an ownership interest in and/or capacity from the Grain Belt line. (2) Please provide a copy of all documents submitted by Grain Belt to Evergy discussing the possible the purchase by Evergy of an ownership interest in and/or capacity from the Grain Belt line. With respect to items (1) and (2) immediately above, this request is limited to documents written or compiled after the Commission Order in the last CCN case.

Grain Belt's Objection: Grain Belt objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the

terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: Grain Belt's objections to this data request are identical to its objections to data request SS6 above. Therefore, in Response to the objections to SS7, the MLA incorporates by reference its Responses to the objections to SS6, as well as its argument based on *Arkansas Power and light* in SS5.

Data Request SS8. With reference to your discussion of the TVA at p. 16 lines 9-19 of your testimony: (1) Please provide a copy of all documents transmitted to Grain Belt from the TVA which address the question of what interest the TVA may have, if any, in purchasing an ownership interest in and/or capacity from the Grain Belt line. (2) Please provide a copy of all documents submitted by Grain Belt to TVA discussing the possible purchase by the TVA of an ownership interest in and/or capacity from the Grain Belt line. With respect to items (1) and (2) immediately above, this request is limited to documents written or compiled after the Commission Order in the last CCN case.

Grain Belt's Objection: Grain Belt objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: With respect to the supposed demand for the amended Project, Grain Belt further contends as follows: "The Project, as amended, also will have the capability to deliver energy into MISO South. Moreover, in July 2022, the Tennessee Valley Authority ("TVA") requested up to 5,000 MW of carbon-free energy that must be operational prior to 2029. The AECI interconnection [in Missouri], as part of the Amended Project, could be a potential transmission source for this additional energy need."¹⁴

Grain Belt's objection to this data request is identical to its objections to data request SS7 above. Therefore, in Response to the objections to SS8, the MLA incorporates by reference its Response to the objections to SS7, as well as its argument based on *Arkansas Power and light* in SS5.

Data Request SS22: With respect to page 31 lines 5-8 of your testimony, if not provided in response to item SS5 please provide a copy of all documents related to each of "the discussions around the MOUs".

Grain Belt's Objection: Grain Belt objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought.

¹⁴ Grain Belt's Application in this case, pp. 22-23. See also direct testimony of Shashank Sane, p. 16, lines 7-19.

MLA's Response: The direct testimony of Mr. Sane at page 31, lines 3-8 includes the following Q and A:

“Q: Will customers be willing to pay the transportation costs of Grain Belt Express to move power from Kansas?”

A. Yes, as discussed above Grain Belt Express has entered into several MOUs with various parties and the discussions around the MOUs included pricing that incorporates the current project cost of the Project. These MOUs are a clear demonstration of the interest in and need for the project.”

This answer confirms that the MOU's include the price at which Grain Belt apparently has agreed to sell capacity from the revised Project. The expected price of the capacity is obviously one of the most critical elements in determining whether the revised Project is economically feasible under the Tartan factors.

Grain Belt's objection to this data request is substantially the same as its objections to data request SS6 above. Therefore, in further Response to the objections to SS22, the MLA incorporates by reference its Responses to the objections to SS6, as well as its argument based on *Arkansas Power and light* in SS5.

“General” Data Requests

Data Request G13. Please provide a list of all entities with which Grain Belt or Invenenergy has discussed the potential purchase of capacity from the Grain Belt line, other than wind or solar generators, subsequent to the close of the last CCN case. For each such entity please list the name of the entity, its location, the approximate date or dates on which discussions were held, and the results of those discussions.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: The information sought here will indicate the number of potential customers with which Grain Belt has actually discussed the sale of capacity on the revised Project, as well as the results of those discussions. It will also provide information about the financial viability of the parties with which Grain Belt has been dealing. All of that material will in turn be relevant in determining the potential need for the line, as well as its economic feasibility.

Furthermore, the requested information would be relevant in determining whether the potential capacity sales will be for delivery to Missouri, or to Illinois and states further east.

Beyond its objection on grounds of relevance, Grain Belt's objections to this data request are essentially the same as its objections to data request SS7 above. Therefore, in further Response to the objections to G13, the MLA incorporates by reference its Response to the objections to SS7.

Data Request G14. For each entity listed in the preceding item, please state the purchase price for capacity offered by Grain Belt to that entity; all other major terms of the proposed sale including but not limited to the amount of capacity to be sold; and the proposed duration of the contract.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: As discussed above, the price at which Grain Belt will be able to sell capacity on its revised Project is an absolutely essential element in determining the economic feasibility of the Project. If the sales price of the capacity does not cover the cost of the Project, then by definition it cannot be economically feasible.

Grain Belt's objections to this data request are identical to its objections to data request G13 above. Therefore, in further Response to the objections to G14, the MLA incorporates by reference its Responses to the objections to G13 above.

Data Request G15. For each entity listed in response to item G13, please describe the terms of all offers or counter-offers made by such entity to Grain Belt.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: Grain Belt's objections to this data request are identical to its objections to data request G14 above. Therefore, in Response to the objections to G15, the MLA incorporates by reference its Response to the objections to G14 above.

Data Request G16. Please provide a list of all wind or solar generators in Kansas with which Grain Belt or Invenergy has discussed the potential purchase of capacity from the Grain Belt line, subsequent to the close of the last CCN case. For each such entity please list the name of the entity, the approximate date or dates on which discussions were held, and the results of those discussions.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial

harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: Grain Belt's objections to this data request are identical to its objections to data request G14 above. Therefore, in Response to the objections to G16, the MLA incorporates by reference its Responses to the objections to G14 above. .

Data Request G17. For each entity listed in the preceding item, please state the purchase price for capacity offered by Grain Belt to that entity; all other major terms of the proposed sale including but not limited to the amount of capacity to be sold; and the proposed duration of the contract.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: Grain Belt's objections to this data request are identical to its objections to data request G14 above. Therefore, in Response to the objections to G17, the MLA incorporates by reference its Response to the objections to G14 above. .

Data Request G18. For each entity listed in response to item G16, please describe the terms of all offers or counter-offers made by each such entity to Grain Belt.

Grain Belt's Objection: Grain Belt objects to this request as it is not relevant nor reasonably calculated to lead to the discovery of admissible evidence in this amendment proceeding. Grain Belt further objects to this request in that it seeks information regarding commercially sensitive and competitive negotiations and the identities of potential commercial partners, which if disclosed, would result in substantial harm to Grain Belt, potential commercial partners, and the public interest, which benefits from confidential, arms-length negotiation. Such harm outweighs the probative value of the information sought. Moreover, these discussions are protected from disclosure by the terms of executed confidentiality agreements and/or nondisclosure agreements with potential counterparties.

MLA's Response: Grain Belt's objections to this data request are identical to its objections to data request G14 above. Therefore, in response to the objections to G18, the MLA incorporates by reference its Response to the objections to G14 above. .

Additional responses to all of Grain Belt's objections.

Discovery at the Commission is generally governed by the same rules applicable to civil actions in circuit court.¹⁵ And under Supreme Court Rule 56.01(b), the general rule is that "parties may obtain discovery regarding any matter, not privileged, that is relevant to the subject matter involved in the pending action."

¹⁵ Rule 20 CSR 4240-2.090(1).

Under the heading of “Protective Orders”, subsection (c) of that Rule does provide that “the court may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including ... (7) that a trade secret or other confidential research, development, or commercial information not be disclosed or be disclosed only in a designated way.”

However, even if any of the documents in question here fall within the purview of subsection (7), that material is still not immune from discovery for several reasons.

First, trade secrets and other confidential information is subject to discovery if the party seeking production of the material establishes “that the documents are relevant and that it has a specific need for the documents in order to prepare for trial.”¹⁶ Or stated another way, “inspection of the documents must be in some specific way necessary for adequate trial preparation.”¹⁷

Here, the MLA has demonstrated that the materials at issue are absolutely essential in order for it to challenge Grain Belt’s claims that the revised Project is “needed”, and is “economically feasible.”

Also, Rule 56.01(c) expressly envisions that the material enumerated in subsection (7) may be subject to discovery under the terms of an appropriate Protective Order.¹⁸ Here, all of the material which Grain Belt now seeks to withhold is already protected under the terms of the Order Establishing Protective Order, issued by the Commission in this case on October 20, 2022.

¹⁶ *State ex rel. Blue Cross v. Anderson*, 897 S.W.2d 167, 170 (MO App. 1995).

¹⁷ *Id.*

¹⁸ See, e.g., *State ex rel. Mississippi Lime Co. v. Missouri Air Conservation Comm.*, 159 S.W.3d 376, 384 (Mo App. 2004), where the court ruled that an agency’s hearing officer had fashioned an appropriate protective order regarding certain confidential information.

As explained in that Order, it was issued at the behest of Grain Belt. Quoting from page 1 of the Order, the underlying basis for Grain Belt’s request was as follows:

The motion explains that data requests from the Staff of the Commission require the production and disclosure of confidential and proprietary information such as non-public financial information and commercially and competitively sensitive contracts of Grain Belt and its affiliates. Grain Belt Express expects that intervenors will also seek the same or similarly highly sensitive competitive market data, financial information, and other proprietary transactional data that will not be adequately protected by the “confidential” designation under Commission Rule 20 CSR 4240-2.135. (emphasis added).

Grain Belt further told the Commission that “Some of the information requested contains highly sensitive, competitive market data, financial information, and other proprietary transactional data the has limited bearing on the proceeding.”¹⁹

Accordingly, and at Grain Belt’s request, the Commission designated a second level of confidentiality for particularly sensitive information, described as follows: “‘Highly Confidential’ category of information limited to information that is classified proprietary financial information of Grain Belt Express and Invenergy and sensitive contractual information relating to Grain Belt Express and Invenergy.”²⁰ (emphasis added).

As is apparent, all of the material which Grain Belt now seeks to keep from the MLA is of the same general nature as the Commission’s description of “highly confidential” information, and/or is included in the list of the type of information for which Grain Belt already sought and received protection.

Among the protections afforded to Grain Belt by the Commission was the following: “For information designated as ‘Highly Confidential’, Grain Belt Express

¹⁹ Motion for Protective Order, p. 2 par. 3. (EFIS 42).

²⁰ Order, p. 2.

shall disclose such information only to attorneys of record for all parties, state agency parties and their employees covered by statutory confidentiality requirements”²¹

And pursuant to the Commission’s Protective Order, counsel for the MLA has signed the necessary Non-Disclosure Agreement, allowing him complete access to all “highly confidential” material.²²

The bottom line is that the material subject to this Motion is already covered by a detailed, meticulous crafted Protective Order, one which contemplated requests for the very type of information sought here by the MLA. Thus Grain Belt has already been granted everything it requested with respect to maintaining the confidentiality of the material at issue here.

And as stated by one Missouri appellate court, “our courts have long been adept at handling sensitive matters such as trade secrets. . . . Trade secrets are routinely kept from the public eye through protective orders.” As the opinion further observed, “courts can issue protective orders that limit the dissemination of confidential information to only those persons involved in the litigation.”²³ The court makes no mention of totally excluding access to such information from the opposing side.

Moreover, Grain Belt is proposing to build a Project costing nearly \$6 billion.²⁴ Thus the financial burden of complying with these discovery requests is relatively minuscule for Grain Belt and Invenergy. And Grain Belt does not contend that compliance with any of these data requests would be unduly burdensome, or that they are overly broad.

²¹ Order, p. 2-3.

²² EFIS 78.

²³ *Brewer v. Cosgrove*, 498 S.W.3d 837, 842 (Mo App. 2016).

²⁴ Direct Testimony of Grain Belt witness Dr. David Loomis, p. 6 lines 17-18.

On a different subject, the failure of Grain Belt to provide a full and complete answer to any of the above data requests would preclude effective cross-examination on the matters raised therein, and prevent the MLA from making a meaningful analysis of the need for the revised Project and the Project's economic feasibility. As a result, Movants would be denied their rights to due process under the federal and Missouri state Constitutions.

Finally, each of the data requests addressed above has been discussed by telephone with counsel for Grain Belt, pursuant to Rule 20 CSR 4240-2.090(8).

WHEREFORE, the MLA respectfully asks the Commission to hold a Discovery Conference with respect to the data requests discussed above, and to direct Grain Belt Express to provide a full and complete answer to each of those data request within 30 days of the Commission Order.

Respectfully submitted,

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Certificate of Service

I certify that a copy of this pleading was sent by electronic mail this 6th day of January, 2023, to all parties of record.

/s/Paul A. Agathen
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