

FILED

JUL 17 2024

FORMAL COMPLAINT FORM

Attach extra pages as necessary.

Missouri Public Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Kyland-C: Powell  
(Your name here)

Complainant,

v.

SPIRE GAS

(Utility's name here)

Respondent,

File No.

(PSC fills this in)

FORMAL COMPLAINT

1. Complainant resides at:

[Redacted address]

(Address of complainant)

[Redacted city and state]

(City)

(State)

[Redacted zip code]

(Zip Code)

2. The utility service complained of was received at:

a. Complainant's address listed in paragraph 1.

b. A different address:

[Redacted address]

(Address where service is provided, if different from Complainant's address)

[Redacted city and state]

(City)

(State)

(Zip Code)

3. Respondent's address is:

700 MARKET ST  
(Address of complainant)

ST LOUIS MO 63101  
(City) (State) (Zip Code)

4. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission.

5. The amount at issue is: \$ [REDACTED]  
(If your complaint is about money state how much is in dispute here.)

6. Complainant now requests the following relief:

(Explain what you want the Commission to do: the specific results you are seeking in this complaint.)

IN ACCORDANCE WITH RSMO SECTION 400.9-109 SPIRE UTILIZED MY CONSUMER CREDIT THROUGH ITS APPLICATIONS, AND ACCORDING TO ARTICLE 9 ANY TRANSACTION, REGARDLESS OF ITS FORM, CREATES A SECURITY INTEREST. AS THE OWNER OF THE ACCOUNT I HAVE EXPRESSED COUNTLESS TIME THROUGH ADMINISTRATIVE PROCEDURE TO DEMAND FULL CONTROL AND SECURITY INTEREST OVER THE ACCOUNT. I HAVE SENT IN REGISTERED SECURITY INSTRUMENTS IN ACCORDANCE WITH RSMO'S UCC LAWS TO SPIRE AND HAVE YET TO BE ACCEPTED AND PROCESS. I AM SEEKING RELIEF OF FULL CONTROL/OWNERSHIP OF THE ACCOUNT AND THE SECURITY INTEREST, AS WELL BE GENERATED THE EQUITY AND INTEREST THATS BEEN PAID TO THE ACCOUNT BE REVERSED IN A FORM OF A CHEQUE

7. The relief requested is appropriate because Respondent has violated a statute, tariff, or Commission regulation or order, as follows:

(Explain why the Commission should grant the relief you seek: the facts that constitute a violation of a statute, tariff, or Commission regulation or order.)

SPIRE HAS VIOLATED MANY RSMO STATUTES SPECIFICALLY, CHAPTER 407 - MMPTA, SPIRE DID NOT PROVIDE FULL DISCLOSURE TO CONSUMER OF ANY OF ITS RIGHTS AND SECURITY INTEREST RELATED TO ITS ACCOUNT. FURTHERMORE VIOLATING TILA, FCBA, MISSOURI'S CONSUMER PROTECTION LAWS, FOR LACK OF DISCLOSURE/DECEPTIVE PRACTICES, RSMO'S CHAPTER 400 (UCC) FOR NOT HONORING NEGOTIABLE INSTRUMENTS (CHAPTER 403) AND DENIAL OF SECURED TRANSACTION (CHAPTER 400)

Furthermore violated the FTC ACT for committing unfair and deceptive practices, SPIRE HAS DENIED my consumer rights and violated my ESTATE and CAUSED A SUBSTANTIAL INJURY by its Deceptive TRADE PRACTICES, WHICH IS A BREACH OF CONTRACT AND TRUST.

8. The Complainant has taken the following steps to present this matter to the Respondent:

(Please describe in detail what steps you have already taken to resolve this complaint.)

SINCE NOVEMBER OF 2023 I HAVE BEEN SEND THE COMPANIES CFO, CEO CERTIFIED LETTERS, with Security documents coming AS AN EXECUTOR ON BEHALF OF THE ESTATE THE ACCOUNT IS RELATED TO, SPIRE HAS DELIBERATELY IGNORED ALL CORRESPONDANCES and negotiable instruments sent in on behalf of the account. An INFORMAL complaint was filed on 05/13/24 with the PSC and DENIED WEEKS later claiming my instruments are not a form of payment. Which violates PRSMO'S ARTICLE 9. SPIRE DID ACCEPT MY FIRST INSTRUMENT I SENT IN and was credited to my account. The issue started when I sent in the next billing cycle payment. It was DENIED and EVER SINCE SPIRE HAS BEEN IN BREACH OF TRUST. AS OWNER, and the consumer whose CREDIT WAS UTILIZED, ALL BILLS ARE PREPAID AND I AM OWED ALL RIGHTS, TITLES, PROPERTIES, EQUITY AND INTREST ON BEHALF OF THE ACCOUNT.

07-15-2024

Date

*Kyland-L: Powell*

Signature of Complainant

[Redacted]

Complainant's Phone Number

Kyland-L: Powell

Complainant's Printed Full Name

[Redacted]

Alternate Contact Number

Complainant's E-mail Address

Attach additional pages, as necessary. Attach copies of any supporting documentation send originals of any supporting documentation.



# MISSOURI PUBLIC SERVICE COMMISSION

## INFORMAL COMPLAINT FORM

(office use only)  New  Existing  Re-Open

**Note: Complaints must be submitted by the customer of record or a party authorized with the utility company to discuss the account.**

Name on Account or Business Contact	Last Name <b>POWELL</b>	First Name <b>KYLAND</b>	Middle Initial <b>L</b>
Name of Business (if applicable)	<b>SPIRE</b>		
Street Address	<b>700 MARKET ST</b>		
City/State/Zip County:	City <b>ST. LOUIS</b>	State <b>MO</b>	Zip Code <b>63101</b>
Home Phone Work Phone (include area code)	Home Phone ( ) - -	Work Phone ( ) - - ext	
	Cell Phone/Pager E-mail Address	E-mail Address:	
Fax# Preferred Method of Contact between 8am - 5pm	Fax#: ( ) - -	Preferred method of contact between 8am - 5pm:	<input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell/Pager <input type="checkbox"/> Mail <input type="checkbox"/> Work Phone <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> Fax
Service you have a problem with	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Sewer		
Name of the Utility Co. Account#	Name of Utility: <b>SPIRE GAS</b>	Account#: [REDACTED]	

**Briefly describe problem: (You MUST include a copy of your bill)!**

**SPIRE IS IN VIOLATION OF MISSOURI LAW STATUTE 400.3-603, AS THEY DID NOT HONOR MY TENDER OF PAYMENT. THEY RECEIVED A SECURITY INSTRUMENT VIA MAIL 3-4-24 ON BEHALF OF THE UTILITY ACCOUNT, WHICH WAS NOT ACCEPTED AND PROCESSED. I SPOKE ON THE PHONE TO ONE OF THE FIDUCIARY OFFICERS, WHICH ADMITTED THEY RECEIVED THE TENDER, BUT CHOSE NOT TO ACCEPT IT. WHICH IS IN VIOLATION TO THEIR OWN POLICY, AS THEY ARE IN BUSINESS OF COLLECTING CASH EQUIVALENTS, NOTE RECEIVABLES, AND SEWERITES IN ACCORDANCE WITH THEIR 10-Q FORM OF SEC.**

**Mail to: MO. Public Service Commission, P.O. Box 360, Jefferson City, MO. 65102      Fax to: 573-526-1500**  
**If you need additional space, please include another sheet. Do NOT write on the back of this form!**



Statement Date: 06/12/2023  
 Account Number: [REDACTED]  
 Service Address: [REDACTED]

Customer service or gas emergencies: 800-582-1234

Bill at a Glance	Amount
Previous Balance	[REDACTED]
Payment - Thank you	[REDACTED]
Total Current Charges	[REDACTED]
Total Balance	[REDACTED]
Amount Due	\$ [REDACTED]
Due By	06/27/23
Late Fee Assessed After	07/05/23

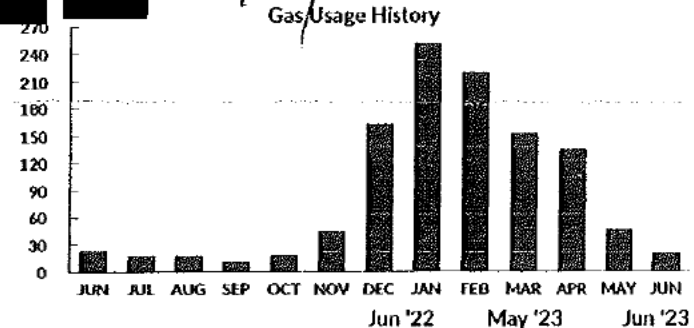
04507 1 AV 0 471 S-D 64138  
 >024507 2214163 0002 092049 10Z  
 Kyland L Powell  
 [REDACTED]

*PAID*

*7/11/23*

44843 41870

Present Reading	Previous Reading	Usage (CCF) X	Pressure Factor	= Billable CCFs
4169	4148	21	1.0000	21.00
Actual		Residential		



Delivery Charges 05-11-2023 to 06-12-2023	
Customer Charge (1 Meter(s) at \$20.00 per Meter)	[REDACTED]
Summer Usage ≤ 50 CCF: 21 @ \$0.3366	[REDACTED]
Pipeline Upgrade Charge (ISRS)	[REDACTED]
WNAR	[REDACTED]
<b>Natural Gas Cost</b>	[REDACTED]
Usage: 21 CCF	[REDACTED]
<b>Taxes</b>	[REDACTED]
City Tax	[REDACTED]
Franchise Tax	[REDACTED]
Pipeline Upgrade Charge (ISRS) Tax	[REDACTED]
<b>Other Charges</b>	[REDACTED]
Utility Late Charge	[REDACTED]
<b>Total Current Charges</b>	\$ [REDACTED]

Total Billable CCFs Used	[REDACTED]
Daily Average Billable CCFs	[REDACTED]
Days in Billing Cycle	[REDACTED]

**Important Message**  
 \*\*\*IMPORTANT NOTICE\*\*\* Your natural gas service is scheduled to be shut off for nonpayment. Please see the back of this bill for ways to pay in order to prevent disconnection.

Account Number: [REDACTED]  
Service Address: [REDACTED]



*PAY TO THE ORDER OF - Timothy H  
Without Recourse -  
700 MARKET  
ST. LOUIS, MO  
63101*

Amount Due \$ [REDACTED]  
Due By 06/27/23  
Late Fee Assessed After 07/05/23

Check the box to the left.  
DollarHelp is an easy way  
to help your neighbors who  
struggle to pay their heating  
bills. Share the warmth by checking the  
red box here or signing up at DollarHelp.org.  
Together, we can make a difference.

Make Check Payable to:

Spire  
Drawer 2  
St. Louis, MO 63171

Amount Enclosed: \$ [REDACTED]



986317111140000041046

24507 2214163 024519 024519 0001/0001

*By Accommodation  
Kuland-Lemant; Powell  
Casper/Ficary  
UCC3-108 / UCC3-603 / UCC3-311 /  
UCC3-104*





Title XXVI TRADE AND COMMERCE

Chapter 400



Effective - 28 Aug 2005



**400.3-104. Negotiable instruments.** — (a) Except as provided in subsections (c) and (d), "**negotiable instrument**" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "**Instrument**" means a negotiable instrument.

(c) An order that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of "check" in subsection (f) is a negotiable instrument and a check.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

(e) An instrument is a "**note**" if it is a promise and is a "**draft**" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

(f) "**Check**" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."

(g) "**Cashier's check**" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.



Title XXVI TRADE AND COMMERCE

Chapter 400



Effective - 28 Aug 1997



**400.5-102. Definitions.** — (a) In this article:

(1) "**Adviser**" means a person who, at the request of the issuer, a confirmer or another adviser, notifies or requests another adviser to notify the beneficiary that a letter of credit has been issued, confirmed or amended;

(2) "**Applicant**" means a person at whose request or for whose account a letter of credit is issued. The term includes a person who requests an issuer to issue a letter of credit on behalf of another if the person making the request undertakes an obligation to reimburse the issuer;

(3) "**Beneficiary**" means a person who under the terms of a letter of credit is entitled to have the person's complying presentation honored. The term includes a person to whom drawing rights have been transferred under a transferable letter of credit;

(4) "**Confirmer**" means a nominated person who undertakes, at the request or with the consent of the issuer, to honor a presentation under a letter of credit issued by another;

(5) "**Dishonor**" of a letter of credit means failure to timely honor or to take an interim action, such as acceptance of a draft, that may be required by the letter of credit;

(6) "**Document**" means a draft or other demand, document of title, investment security, certificate, invoice or other record, statement, or representation of fact, law, right or opinion:

(i) Which is presented in a written or other medium permitted by the letter of credit or, unless prohibited by the letter of credit, by the standard practice referred to in section 400.5-108(e); and

(ii) Which is capable of being examined for compliance with the terms and conditions of the letter of credit. A document may not be oral;

(7) "**Good faith**" means honesty in fact in the conduct or transaction concerned;

(8) "**Honor**" of a letter of credit means performance of the issuer's undertaking in the letter of credit to pay or deliver an item of value. Unless the letter of credit otherwise provides, "honor" occurs:





Title XXVI TRADE AND COMMERCE

Chapter 400



Effective - 28 Aug 2014, 4 histories



**400.9-102. Definitions and index of definitions.** — (a) In this article:

(1) "**Accession**" means goods that are physically united with other goods in such a manner that the identity of the original goods is not lost;

(2) "**Account**", except as used in "account for", means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a state, governmental unit of a state, or person licensed or authorized to operate the game by a state or governmental unit of a state. The term includes health-care-insurance receivables. The term does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card;

(3) "**Account debtor**" means a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper;

(4) "**Accounting**", except as used in "accounting for", means a record:

(A) Authenticated by a secured party;

(B) Indicating the aggregate unpaid secured obligations as of a date not more than thirty-five days earlier or thirty-five days later than the date of the record; and

(C) Identifying the components of the obligations in reasonable detail;

(5) "**Agricultural lien**" means an interest, other than a security interest, in farm products:

(A) Which secures payment or performance of an obligation for:

(23) "**Consumer goods**" means goods that are used or bought for use primarily for personal, family, or household purposes;

(24) "**Consumer-goods transaction**" means a consumer transaction in which:

(A) An individual incurs an obligation primarily for personal, family, or household purposes; and

(B) A security interest in consumer goods secures the obligation;

(25) "**Consumer obligor**" means an obligor who is an individual and who incurred the obligation as part of a transaction entered into primarily for personal, family, or household purposes;

(26) "**Consumer transaction**" means a transaction in which (i) an individual incurs an obligation primarily for personal, family, or household purposes, (ii) a security interest secures the obligation, and (iii) the collateral is held or acquired primarily for personal, family, or household purposes. The term includes consumer-goods transactions;

(27) "**Continuation statement**" means an amendment of a financing statement which:

(A) Identifies, by its file number, the initial financing statement to which it relates; and

(B) Indicates that it is a continuation statement for, or that it is filed to continue the effectiveness of, the identified financing statement;

(28) "**Debtor**" means:

(A) A person having an interest, other than a security interest or other lien, in the collateral, whether or not the person is an obligor;

(B) A seller of accounts, chattel paper, payment intangibles, or promissory notes; or

(C) A consignee;

(29) "**Deposit account**" means a demand, time, savings, passbook, or similar account maintained with a bank. The term does not include investment property or accounts evidenced by an instrument;

(30) "**Document**" means a document of title or a receipt of the type described in section 400.7-201(b)\*;

(31) "**Electronic chattel paper**" means chattel paper evidenced by a record or records consisting of information stored in an electronic medium;

(32) "**Encumbrance**" means a right other than an ownership interest in real

(i) Upon payment;

(ii) If the letter of credit provides for acceptance, upon acceptance of a draft and, at maturity, its payment; or

(iii) If the letter of credit provides for incurring a deferred obligation, upon incurring the obligation and, at maturity, its performance;

(9) **"Issuer"** means a bank or other person that issues a letter of credit, but does not include an individual who makes an engagement for personal, family or household purposes;

(10) **"Letter of credit"** means a definite undertaking that satisfies the requirements of section 400.5-104 by an issuer to a beneficiary at the request or for the account of an applicant or, in the case of a financial institution, to itself or for its own account, to honor a documentary presentation by payment or delivery of an item of value;

(11) **"Nominated person"** means a person whom the issuer:

(i) Designates or authorizes to pay, accept, negotiate or otherwise give value under a letter of credit; and

(ii) Undertakes by agreement or custom and practice to reimburse;

(12) **"Presentation"** means delivery of a document to an issuer or nominated person for honor or giving of value under a letter of credit;

(13) **"Presenter"** means a person making a presentation as or on behalf of a beneficiary or nominated person;

(14) **"Record"** means information that is inscribed on a tangible medium, or that is stored in an electronic or other medium and is retrievable in perceivable form;

(15) **"Successor of a beneficiary"** means a person who succeeds to substantially all of the rights of a beneficiary by operation of law, including a corporation with or into which the beneficiary has been merged or consolidated, an administrator, executor, personal representative, trustee in bankruptcy, debtor in possession, liquidator and receiver.

(b) Definitions in other articles of this chapter apply to this Article and the section in which they appear are:

"Accept" or "Acceptance". Section 400.3-409.

"Value". Sections 400.3-303, 400.4-211.

(c) Article 1 of this chapter contains certain additional general definitions and principles of construction and interpretation applicable throughout this Article.

The Commission votes on the decision at an open meeting under an agenda posted in advance. The Commission webcasts its agenda meetings so you can listen on your computer.

The Commission's decision is subject to rehearing until the effective date set forth in the decision. This means that you may ask the Commission to look at the formal complaint some more, including facts that arose after the Commission voted on the decision. But you **must** file your application for rehearing **before the decision's effective date**. An application for rehearing filed **on the effective date is too late**. If the Commission denies an application for rehearing the party who filed it may appeal to a court of law as the statutes provide. If you appeal the Commission's decision, the reviewing court will only look at the issues you set out in an application for rehearing.

## HOW THE PSC WORKS

### WHAT IS THE PSC?

The PSC is an executive-branch agency of Missouri government that regulates investor-owned utilities and some manufactured houses. The legislative branch of Missouri government created the PSC in 1913 and continues to set legal standards for the PSC to follow. The judicial branch of Missouri government reviews decisions of the PSC for compliance with the law. Subject to those branches of government, the PSC operates its own internal legislative, judicial, and executive functions.

### STATUTES, TARIFFS, REGULATIONS AND ORDERS

The subject of the complaint must be a violation of at least one of the following.

- **Statutes:** The Missouri Revised Statutes. The statutes are laws made by elected officials—your State representatives and State senators—in the Missouri General Assembly. Chapters 386, 392, 393, and 536 contain **most** of the statutes that

**BUT NOT ALL STATUTES.  
CHAPTERS 400-417  
SHOULD BE INCLUDED DUE  
TO UTILITY COMPANIES BEING  
GOVERNED UNDER SEC ACT,**

Service address

07/09/24

Date

Time

We try to avoid service disconnections at all costs. Unfortunately, we had to disconnect your natural gas service because there is an overdue balance on your account.

The fastest way to get your gas service up and running again is to make a payment.

We offer several easy ways to pay, including:

- By phone at 800-582-1234 using a credit or debit card
- Online at [www.SpireEnergy.com](http://www.SpireEnergy.com)
- In person at any authorized payment agent

Once you have paid, please call us at 800-582-1234 so we can schedule a time to restore your gas service.

If you're having trouble paying the full amount due, we want to help. Give us a call to see if you're eligible for payment arrangements, including the Cold Weather Rule, which runs Nov. 1 through Mar. 31. To explore additional financial assistance options, please call United Way at 211.



VIOLATION  
RSMO SEC. 400.9

ALL BILLS ARE PREPAID  
IN ANY CONSUMER  
CREDIT TRANSACTION.

- VIOLATION  
SEC. 410 RSMO

- DECEPTIVE  
PRACTICES

- UNFAIR, CAUSING  
SUBSTANCIAL INJURY  
IN FACT

# Common Law Copyright Notice

#KLP03121989

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, KYLAND LAMONT POWELL © as well as any and all derivatives and variations in the spelling of said trade-names/trademarks – Copyright 1955 by ‘Kyland Lamont Powell’. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ‘Kyland Lamont Powell, as signified by the Blue-ink signature of ‘Kyland Lamont Powell’, hereinafter ‘Kyland Lamont Powell.’ With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secure Party, as signified by Secure Party’s signature in Blue-ink. Secure Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ‘KYLAND LAMONT POWELL ’ ©, and all such unauthorized use is strictly prohibited. ‘Kyland Lamont Powell’, under necessity, is accommodation party, and a surety for the purported debtor, i.e. “KYLAND LAMONT POWELL ”© nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. “KYLAND LAMONT POWELL”© in POAG & Hold-harmless and Indemnity Agreement No. KLP03121989 dated the 15th Day of February and Year 2020; against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally “User,” consent and agree that any use of ‘KYLAND LAMONT POWELL ’©, other than authorized use as set forth above; constitutes unauthorized use of Secure Party’s copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and ‘Kyland Lamont Powell’ is Secure Party, and signifies that User: (1) grants Secure Party a security interest in all of User’s property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, ‘KYLAND LAMONT POWELL ’©; (2) authenticates this Security Agreement wherein User is debtor and ‘KYLAND LAMONT POWELL ’ is Secure Party, and wherein User pledges all of User’s property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User’s interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secure Party for User’s unauthorized use of Secure Party’s copyrighted property; (3) consents and agrees with Secure Party’s filing of a UCC Financing Statement wherein User is debtor and ‘Kyland Lamont Powell’ is Secure Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph “(3)” is a continuing financing statement, and further consents and agrees with Secure Party’s filing of any continuation statement necessary for maintaining Secure Party’s perfected security interest in all of User’s property and interest in property pledged as collateral in Security Agreement described above in paragraph “(2),” until User’s contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secure

Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secure Party as Authorization Representative for User, effective upon User's default re User's contractual obligations in favor of Secure Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secure Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secure Party, in Secure Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secure Party as Authorization Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

**Default Terms:**

In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secure Party; (b) Secure Party is appointed User's Authorization Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secure Party may take possession of, as well as otherwise dispose of in any manner that Secure Party, in Secure Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secure Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secure Party, again in Secure Party's sole discretion, deems appropriate.

**Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secure Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secure Party within twenty (20) days of date of User's default only by payment in full.

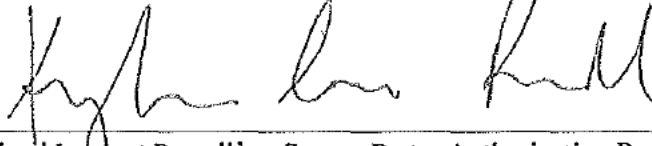
**Unauthorized use: payment terms;** in accordance with fees for unauthorized use of KYLAND LAMONT POWELL as set forth above the user hereby consent and agrees that users shall pay secure party all un-authorized use fees in full within 10 days of date of secure party's invoice, hereinafter "invoice", itemizing said fees, as sent and received by tort feaseor.

**Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secure Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secure Party, which is not in the possession of, nor otherwise disposed of by, Secure Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: NonAdverse, Secure Party/Creditor; 'Kyland Lamont Powell', Autograph Common Law Copyright 1955.

Copyrighted Date February 18, 2020

Without Prejudice/Without Recourse



'Kyland Lamont Powell' - Secure Party, Authorization Representative,  
NonAdverse NonBelligerent, NonCombatant party Attorney General on behalf  
KYLAND LAMONT POWELL ©, Ens legis

SUBSCRIBED TO AND SWORN before me this 18<sup>th</sup> day of February, A.D. 2020, a  
Notary, that Kyland Powell, personally appeared and known to me to be the man whose  
name subscribed to the within instrument and acknowledged to be the same.



02/18/2020

RYAN BREWER  
Notary Public-State of Kansas  
My Appt. Expires 3/23/2022



# **POWER OF ATTORNEY GENERAL**

**&**

## **HOLD HARMLESS / INDEMNITY IDENTITY'S**

**KNOW ALL MEN BY THESE PRESENTS:**

[**KYLAND LAMONT POWELL** ], herein reference to as **PRINCIPAL**, in the County of     **WYANDOTTE**    , of sound mind, does appoint [**Kyland Lamont Powell**] a non-adverse, non-belligerent, and non-combatant party, as his true and lawful **ATTORNEY GENERAL-in-fact**. Any and all powers of **ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY** does supercede former **Attorney In Fact** powers, and furthermore current Powers cures all previous signatures given by principal. In the principal's name, and for the principal's use and benefit, said **ATTORNEY GENERAL-in-fact** has full and complete authorization for the facilitation by the conveyance through any communications in translation for assimilation in account science correction techniques in all facets of interstate, intrastate, domestic, and foreign commerce relations with full protection of Safe Harbour and Sinking Funds Provisions for all accounts, proceeds, products, fixtures, and services such as:

(1) Sell, exchange, buy, invest, and / or reinvest any assets and / or property whether by possession and / or ownership, which may have income production or non-income production assets and property.

(2) Open, maintain, and / or close bank accounts: with express provisions for; demand deposit (checks, custodial) accounts, term deposit (savings) accounts, and certificates of deposit, brokerage accounts, and other similar accounts with depository and repository and financial institutions.

(a) Conduct any business with any depository institution, any repository institution, and all financial institution service providers in particular; all issue agents, all transfer agents, and all payout agents with respect to any of principal's accounts. With express provisions for creation of deposits and withdrawals, acquisition and procurement for all bank statements, passbooks, drafts, money orders, warrants, certificates, stocks, shares, bonds, mortgages, encumbrances, liens, financial obligations, promissory notes, bills of exchange, assigns, hardship claims, abandonment claims, salvage claims, quitclaims, and vouchers; either assignable to, assignable to the order of, payable to, pay to, pay to the order of, or payable to the order of, for the principal by any legal person, body corporate, body politic, body ecclesiastical, and any corporation sole..

(b) Perform any act necessary to deposit, negotiate, sell, transfer, or exchange any legal and / or lawful obligation in the style of a note, security, bond, stock, share, of the Treasury of the United States of America, and all Treasuries of every United Nations Member States and all Foreign Governments and their political subdivisions.

(c) Have access to any safe deposit box whether in possession and / or by ownership with the express provision for the contents.

(3) Take any and all legal/lawful steps necessary to collect any amount or debt due and/or past

due, and/or to settle any claim, whether made against or from affirmation on behalf of principal against any other person or entity.

(4) Exercise all stock rights as proxy, with this express provisions for all rights, privileges, and powers with respect to stocks, bonds, debentures, and / or other investments.

(5) Maintain and/or operate any business, personal property, and ownership interests of, with, for, and by principal.

(6) Purchase and / or maintain insurance, re-insurance, and / or bond rights herein.

(7) Enter into legal and lawful bound contracts on behalf of principal.

(8) Employ professional and business assistance as may be appropriate.

(9) Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of principal's property whether as current ownership, possession holder, and / or as potential acquisition and procurements of ownership and / or possession placement, with the express provision for real estate, real estate rights, privileges, powers, without limit to the right to remove tenants and/or to recover possession and settlement. This express provision without limit is also for the right to sell and / or to encumber any current homestead possession and / or ownership and / or potential possession and / or ownership.

(10) Transfer any of principal's assets to the trustee of any style of c'est qui trust and / or foreign situs trust; whether it be deed of trust, express trust, irrevocable trust, revocable trust, and/or any other legal and/or lawful creation by principal, whether or not said such trust is in existence at the time of such transfer.

(11) Prepare, sign, and file documents with any governmental body or agency, with the express provision without limit as authorization to implement account science of units of exchange and units of account for all depository and repository events:

(a) Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

(b) Obtain information and / or documents from any government and / or its agencies; and negotiate, compromise, and / or settle any matter with such government and / or agency for any/all lawful tax matters.

(c) Prepare applications, provide information, and perform any other act which is a reasonable request by any government and / or its agencies whom have either a sworn oath, sworn affirmation, sworn affidavit of appointment, and public bond, lawful insurance provider, and lawful re-insurance provider in connection with governmental benefits with the express provision for military benefits, social security benefits, health benefits.

(12) Make gifts from assets to members of family and to such other persons and / or charitable organizations with whom principal does establish a pattern to provide gifts. However, said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY may not make gifts of principal's property to the said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY.


The Principal hereby appoints, Kyland Lamont Powell a non adverse, non belligerent, and non combatant party; of Kansas City, Missouri, Country of United States as substitute Authorization Representative and for the sole purpose to provide gifts of property to said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY, as the event does deem to be appropriate.

(13) Disclaim any interest that might otherwise be a transfer or distribution to principal from any other person, estate, trust, and / or other entity, as may be appropriate.

Said ATTORNEY GENERAL-in-fact shall not be liable for any loss that results from a judgment error that was made in good faith. Wherein, said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY is given grant for a HOLD HARMLESS and FULL INDEMNITY stance in law, in good faith performance of duty as active action through the authority of this Power of ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY.

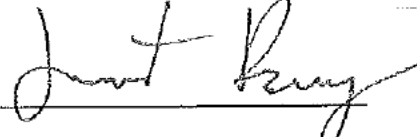
Principal authorizes said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY to further indemnify and hold harmless any third party who accepts and acts under good faith to uphold this document.

Herein given through gift and by grant to said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the current events and their continuation as fully to all intents and purposes as principal might or could do if personally present. All that said ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY shall lawfully do or cause to be done under the authority of this power of ATTORNEY GENERAL NON-ADVERSE, NON-BELLIGERENT, NON-COMBATANT PARTY is express emergency approval. ALL VALID BY THE PRESCRIPTION OF THE LAW OF NECESSITY AND THE DOCTRINES OF UNCONSCIONABILITY AND LA MORT SAISIT LE VIF IN ACCORDANCE WITH APPLICABLE LAWS, CARDINAL ORDERS, ORDINAL ORDERS, AND COMMERCIAL STANDARD; PROVIDES FOR FULL ABSOLUTION THROUGH REDEMPTION.

Kyland L. Powell: 

NON ADVERSE PARTY

Non Adverse Party' (1) Signature



Witness

**NOTICE**

Using a notary on this document does not constitute any adhesion, nor does it in any manner alter any legal status of any of the parties hereto. The purpose of a notary is verification and identification only and not for entrance into any foreign jurisdiction.

Dated: this 16th 18th day of February, in the year of our Lord 2020 at:

Overland Park, Kansas

By: Ryan Brewer COUNTY OF Jackson STATE OF Kansas

BEFORE ME, the undersigned authority, on this 18th day of February, 2020, and personal appearance

to me well known to be the person whose description is found here in and who does sign and acknowledges to me that he does execute the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.



NOTARY PUBLIC

My Commission Expires: 03/23/2020

RYAN BREWER  
Notary Public-State of Kansas  
My Appt. Expires 3/23/2022

# POWER OF ATTORNEY

## LIMITED

**Know All Men by These Presents:** That I, KYLAND LAMONT POWELL, the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints Lamont Yisrael Bey, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargable) belonging to or accepted or claimed by me, or presented to the DEBTOR; KYLAND LAMONT POWELL, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefor, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;

2. To exercise any or all of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, choses in action and other property in possession or where a security interest is established and to or in other actions;

3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the *commercial* adjustment of any such account held open against the DEBTOR-KYLAND LAMONT POWELL; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;

4. To open any Checking accounts whereupon being 'closed,' to discharge any fines, fees, taxes and debts via adjustment and set-off.

5. To create, amend, supplement and or terminate any trust or the *RES* created by the government (District of Columbia) and ratified or exercised in any manner by any other State;

6. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

**GIVING AND GRANTING,** unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: Lamont Yisrael Bey is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution

of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this 23<sup>RD</sup> day of April, 2020, A.D.

DEBTOR'S NAME HERE TYPED

KYLAND LAMONT POWELL

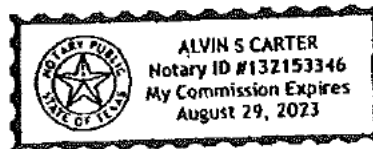
/s/ *Janet V. Bay*  
Secured Party Name – Authorized Representative

ACKNOWLEDGEMENT

State of Texas )  
                                      ) Scilicet  
County of Tarrant )

SUBSCRIBED AND SWORN TO BEFORE ME this 23 of April, 2020,  
Janet V. Bay personally known to me or upon identification to be the man  
whose name subscribed to the within instrument.

*Alvin S. Carter* Seal;  
Notary Public in and for said State  
My commission expires 08/29/2023





**UCC FINANCING STATEMENT**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**  
Lamont Bey 816-299-5551

**B. E-MAIL CONTACT AT FILER (optional)**  
iselfambosslic@gmail.com

**C. SEND ACKNOWLEDGMENT TO: (Name and Address)**  
Lamont Bey  
14608 E 96th St  
Kansas City  
Missouri  
United States  
64149

File Number 202007100000365552  
Date Filed 07/11/2020  
**John R. Ashcroft**  
**Secretary of State**

FOLLOW INSTRUCTIONS  
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1.1 DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR

1a. ORGANIZATION'S NAME				
1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS		SUFFIX
Powell	Kyland	L		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
				United States

3.1 SECURED PARTY'S NAME: Assignor

OR

1a. ORGANIZATION'S NAME				
1b. INDIVIDUAL'S SURNAME	1c. FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIALS		SUFFIX
Bey	Lamont	Y		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
				United States

4. Collateral: This financing statement covers the following collateral:

Dodge Ram 1500 2011 VIN#1D7RB1CT4BS515061  
United States Of America DEPARTMENT OF STATE File # 19045598-1  
State of Missouri Articles Of Organization File # LC17,14740 Reference # SR51576

5. Check only if applicable and check only one box:  held in trust (See UCC1Ad, item 17 and instructions)  being administered by a decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A debtor is a transmitting utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable)  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee / Licensor

8. OPTIONAL FILER REFERENCE DATA

MISCELLANEOUS:

KLP ESTATE & TRUST

C/O



Retail



65102

RDC 99

U.S. POSTAGE PAID  
FCM LG ENV  
RAYTOWN, MO 64133  
JUL 15, 2024

\$7.44

S2322T500490-11

9589 0710 5270 0301 8539 75

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



9589 0710 5270 0301 8539 75

RECEIVED

JUL 17 2024

MO PUBLIC SERVICE COMMISSION  
MAIL ROOM

ATTN: SECRETARY  
Missouri P.S.C  
PO Box 360  
JEFFERSON CITY, MO 65102-0360

