

STATE OF MISSOURI

KYLAND LAMONT POWELL ESTATE, Complainant
GC-2025-0021

Case Number:

Vs.

Spire Missouri Inc. d/b/a Spire, Respondent

WRIT TO OBJECT DISMISSAL

INTRODUCTION:

COMES NOW, Kyland-Lamont: POWELL a Living Breathing Free Spirit Man of Sound Mind and Good Faith, who is competent and is the Age of Majority Operating only under the Jurisdiction of God in Full Faith and Credit, I Reserve All Rights and Waive None. I am the **Guarantor / Attorney in Fact** for Persons, **KYLAND L POWELL**, As I am the Executor/ Beneficiary over the **KYLAND LAMONT POWELL ESTATE AND TRUST**. I hereby respectfully, request that the Commission denies the "Staff" Motion to Dismiss as there is a matter within the Commission's Jurisdiction that can be redressed to the Estate as Spire is suppose to be in Compliance with PSC and SEC regulations, and any violation of SEC regulations does indirectly affect the rates and services practices which is regulated by PSC. As a Social Security Number was Utilized to Open the account on behalf of the Estate, Which is Considered under **RSMO's Article 9-103 "Secured Transaction"** is an Asset to Secure an Obligation.

Grounds for Objection:

1. PSC Jurisdiction and Regulations:

•The Missouri Public Service Commission ("PSC") regulates public utilities in Missouri, including the Respondent, under Chapters 386, 392, and 393 of the Revised Statutes of Missouri (RSMo).

• The PSC has the authority to ensure that public utilities provide fair, just, and reasonable rates and services to customers.

2. Allegation Of Violation:

- Despite my status as an “Customer”, the Respondent has improperly charged rates and interest as though the Estate is an typical consumer of their gas services. This practice is not only unfair but also constitutes a violation of PSC regulations which mandate that rates charged to customers must be just and reasonable.
- Respondent is Claiming Their “Utility Bill” is not a Form of Payment, When According to the Bill of Exchange Act Section 3 and 83, Any “Bill” that has a unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand or at a fixed or determinable future time a sum certain in money, is in fact a bill of exchange which is also known as A “Draft”.
- Respondent is dishonoring its duty to uphold its Oath to the **RSMO’s** Statues and Codes by Enforcing a Policy that is not in accordance with Missouri’s Constitution.
- Under the law governing bills of exchange (such as the Uniform Commercial Code), the drawee (Spire) must honor the bill if it is presented in proper form and all conditions are met. A company policy cannot override these legal obligations.

Supporting Evidence:

1. Spire Had Originally Accepted the First “Draft” that was sent out in July 2023, which was credited to the account same day it was received, but other drafts have since been ignored and denied which is an violation of **RSMO’s 400.3-504, 3-604 & 3-104.**
2. The improper treatment and charging practices by the Respondent indirectly affect the regulations of the PSC, as these practices distort the fair and reasonable rate structure that the PSC aims to uphold.
3. The Respondent’s actions undermine the integrity of the regulatory framework by conflating the Estates entitlements with consumer obligations, thereby creating an unjust and unreasonable burden on the Estate as an Consumer.
4. As Spire should be in compliance with **(16 CFR § 429)** as they are engaged in business for selling Consumer Goods, and Gas being a “Necessity”, If a sale involves a security interest (such as financing a purchase with the goods serving as collateral), the company must comply with UCC Article 9, covering secured transactions.

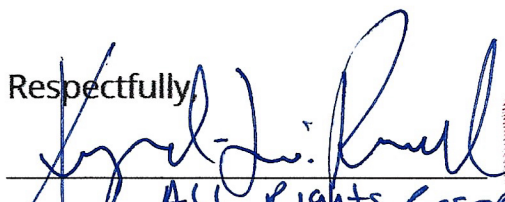

5. The Staff compared this complaint to Ragland v. Spire, GC-2024-0314, which after going over is no accurate comparison as their complaint did have some of the same points, which Spire is in true violation of, but's statement is that the the is not presenting the same exact matter.

Conclusion:

In light of these Violations, and after providing enough significant evidence based on this matter, I believe if the PSC does its Fiduciary Duty by upholding its oath to Missouri 's Constitution by going over and throughly reviewing all of the evidence and information provided along with understanding the importance of Spire truly complying with all of its Regulations and Codes they are to adhere to, and by violating one of them indirectly affects all of its regulations, PSC will see that this matter is within their jurisdiction to Regulate a Fair and Just remedy to settle the matter. Therefore, I respectfully request that this case remains open and until both parties can agree on a fair and mutual resolution that's in the best interests of both parties, this matter is not Dismissed..

Thank you for your attention to this matter.

Respectfully,



ALL RIGHTS RESERVED
Kyland-L :POWELL (EXECUTOR)

(GUARANTOR/ATTORNEY IN FACT)

(COMPLAINANT/PLAINTIFF)

