

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

TRUPTI PATEL & DEHESH PATEL)	
)	
)	
Complainants,)	
)	File No.
v.)	
)	
SPIRE MISSOURI INC.)	
)	
Respondent.)	
)	

FORMAL COMPLAINT

COME NOW Trupti Patel and Dehesh Patel (“the Patels”), by and through counsel Vincent K. Heitholt of Heitholt Law LLC, to submit a formal complaint against Spire Missouri Inc. (“Respondent”) regarding the delivery of residential natural gas utility service. In support of their complaint, the Patels offer the following:

PARTIES AND JURISDICTION

1. The Patels are husband and wife, both residing at [REDACTED], [REDACTED] (“home”). The Patels receive the complained of utility service at this residential address.
2. Respondent is a Missouri corporation with a principal office address of 700 Market Street, Saint Louis, Missouri, 63101. Respondent has provided natural gas utility service for the Patels at their home since August 2021 under the account number [REDACTED].
3. Respondent is a public utility under the jurisdiction of the Missouri Public Service Commission (“PSC”).
4. The amount at issue is at least \$ [REDACTED].

5. The Patels request that PSC set this matter for hearing and declare that Respondent:
1) violated RSMo. § 393.130.1, 20 CSR §§ 4240-10.030, 4240-13.050, and 4240-13.055, and its currently effective tariff filed with PSC; 2) acted negligently in failing to provide safe and adequate service; and 3) breached its contractual obligation(s) to provide safe and adequate service for the Patels. The Patels further request that PSC order any declaratory, monetary, or equitable relief within its authority that it deems just in consideration of the facts set forth hereafter. The Patels agree to participate in mediation or other alternative dispute resolution as deemed appropriate by PSC.

FACTS SUPPORTING RELIEF

6. The Patels were away from their home from on or about November 4, 2023, through January 17, 2024, visiting family in the state of California.
7. On or about November 28, 2023, Respondent disconnected natural gas service at the Patels' home due to a safety concern that originated at a neighboring residence. Upon information and belief, Respondent resolved the safety concern necessitating the disconnection of service within one or two days.
8. Respondent attempted to notify the Patels of the disconnection by leaving a doorhanger on the front door of their home. Given the Patels' absence from their home, Respondent's notice regarding the disconnection was ineffective. Although a relative checked on the Patels' home two or three times during their absence, the relative did not notice a drop in temperature at the home or the content of the doorhanger.
9. The Patels were enrolled in paperless billing and automatic payment for Respondent's service and had no reason to review natural gas usage at their home during their absence.

10. At all times relevant to this complaint, Respondent possessed current telephone number(s) and e-mail address(es) for the Patels.
11. At all times relevant to this complaint, the Patels' account with Respondent was in good standing with no delinquent charges.
12. Natural gas service remained disconnected until two days after Dehesh Patel returned to the home on or about January 17, 2024. Although Mr. Patel requested reconnection via telephone immediately upon his return, Respondent did not reconnect natural gas service until around two days later.
13. Due to freezing temperatures in January 2024 and the lack of heating caused by Respondent's disconnection of natural gas service, several pipes at the home froze during the Patels' absence, requiring the Patels to pay a plumber approximately \$ [REDACTED] to unfreeze the pipes. The process of unfreezing the pipes involved the use of stationary heaters and heat guns and lasted about ten hours on or about January 22, 2024.
14. The freezing temperatures at the home also caused the death of rare plants from Fiji that held sentimental value for the Patels. The temperatures and lack of plumbing at the home required Mr. Patel to locate alternate lodging from January 17 through January 22, 2024.
15. During the Patels' absence from their home, they received no telephone, e-mail, or text message notifications that Respondent had disconnected natural gas service.

PRESENTATION OF MATTER TO RESPONDENT

16. Around the beginning of March 2024, the Patels contacted Respondent with a claim for reimbursement of their maintenance costs of approximately \$ [REDACTED]. Respondent's Claims Specialist denied all liability and offered zero reimbursement on or about March 7,

2024. Although the Patels indicated that they disagreed with Respondent's decision, Respondent affirmed its claim denial on or about March 11, 2024.
17. In denying the Patels' claim, Respondent asserted that a technician, while addressing the safety concerns at the neighboring residence, spoke with the Patels over the telephone and notified them of the service disconnection. In e-mails to Respondent from around March 7 through 12, 2024, the Patels unequivocally denied that they received any telephonic contact from Respondent regarding the service disconnection.
 18. With the assistance of counsel, on or about June 27, 2024, the Patels sent Respondent a renewed demand for reimbursement in the revised amount of \$ [REDACTED]. Legal counsel for Respondent again denied all liability and offered zero reimbursement on or about July 1, 2024.
 19. Given Respondent's total lack of interest in negotiating a settlement for the Patels' claim, in mid-July 2024, the Patels directed counsel to begin researching potential legal and/or administrative remedies, culminating in the filing of this complaint.

COUNT I

STATUTORY, REGULATORY, AND TARIFF VIOLATIONS

20. The Patels re-allege Paragraphs 1 through 19 as if fully stated in this section.

A. RSMo. § 393.130.1

21. Respondent's delivery of natural gas service for heating during the winter months of late 2023 through early 2024 was essential to the health, safety, and maintenance of property at the Patels' home. Respondent's failure to reconnect the Patel's natural gas service, after the elimination of any safety concerns, directly caused unhealthy and unsafe conditions at the service address and resulted in the loss of irreplaceable property.

22. Respondent's failure to effectively notify the Patels of the service disconnection at their home or to make any effort to reconnect service in approximately fifty days was neither just nor reasonable.

B. 20 CSR §§ 4240-10.030, 4240-13.050, and 4240-13.055

23. Respondent's discontinuance of service at the Patels' home occurred within the cold weather period of November 1 through March 31.
24. Respondent's discontinuance of service at the home was purportedly due to a maintenance, health, safety or emergency issue at a neighboring property.
25. The Code of State Regulations sets forth specific procedures for the discontinuance of service due to non-payment of undisputed delinquent charges for cold weather months; however, the regulations state only that a utility may discontinue service *temporarily* for reasons of maintenance, health, safety, or state of emergency.
26. Respondent's discontinuance of service at the Patels' home was not temporary, lasting approximately fifty days.
27. Respondent's failure to reconnect natural gas service at the home following the elimination of safety concerns violated CSR §§ 4240-13.050 and 4240-13.055, which contemplate only temporary interruptions of service for maintenance, health, safety or emergency issues.
28. Respondent did not re-establish service at the home with the shortest possible delay as suggested by 20 CSR § 4240-10.030(7).

C. Respondent's currently effective tariff

29. Respondent's discontinuance of service at the Patels' home occurred within the cold weather period of November 1 through March 31.

30. Respondent's discontinuance of service at the home was purportedly due to a maintenance, health, safety or emergency issue at a neighboring property.
31. Respondent's currently effective tariff sets forth specific procedures for the discontinuance of service due to non-payment of undisputed delinquent charges for cold weather months; however, the tariff states only that Respondent may discontinue service *temporarily* for reasons of maintenance, health, safety, or state of emergency.
32. Respondent's discontinuance of service at the Patels' home was not temporary, lasting approximately fifty days.
33. Respondent's failure to reconnect natural gas service at the home following the elimination of safety concerns violated the requirements of Respondent's currently effective tariff.

COUNT II

NEGLIGENCE

34. The Patels re-allege Paragraphs 1 through 19 as if fully stated in this section.
35. Even though Respondent left a doorhanger at the Patels' home at the time of service disconnection, upon information and belief, Respondent has other internal standards for notifying customers of natural gas service disconnection for reasons of maintenance, health, safety or emergency.
36. Upon information and belief, the information regarding service disconnection and procedures for reconnection were not conspicuously displayed on the doorhanger left by Respondent at the service address.
37. Respondent has provided no information to the Patels regarding internal standards of care or terms of service. Respondent instead misrepresented that the Patels received telephonic

notification of the service disconnection and/or constructive notice via usage summaries appearing on their monthly bills.

38. After receiving no request from the Patels to reconnect service after several days, Respondent knew or should have known that its one attempt to notify the Patels of service disconnection was not effective.

39. Respondent knew or should have known that failure to reconnect service at the service address would result in unhealthy, unsafe or damaging conditions in the month of January. Respondent did not take reasonable steps to protect the Patels from a foreseeable injury.

COUNT III

BREACH OF CONTRACT

40. The Patels re-allege Paragraphs 1 through 19 as if fully stated in this section.

41. Respondent contracted with the Patels to supply continuous natural gas service in exchange for their monthly payments.

42. Respondent's failure to provide natural gas service, without any non-payment or other condition that would affect the Patels' entitlement to service, breached its duty to exercise reasonable care in fulfilling its contractual obligation(s).

WHEREFORE, the Patels request that PSC declare that, by failing to effectively notify the Patels of service disconnection or to attempt reconnection of service after several days, Respondent violated the above-noted statute, regulations, and currently effective tariff; acted negligently in failing to provide safe and adequate service; and breached its contract to provide continuous natural gas service for the Patels. The Patels further request that PSC order any declaratory, monetary, or equitable relief within its authority that it deems just in consideration of the facts

alleged in this complaint. The Patels agree to participate in mediation or other alternative dispute resolution as deemed appropriate by PSC.

Date: October 7, 2024

Respectfully Submitted,

/s/ Vincent K. Heitholt

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