


Exhibit A continued

From: "Rick Zucker" <zuckerlaw21@gmail.com>
To: "cjlw01" <cjlw01@optonline.net>
Date: 08/30/2018 01:21:41 PM
Subject: Locustwood v. Spire Missouri; GC-2018-0267
Attachments:  Locustwood Spire Response to Second Set of DRs.pdf (337KB)

Chris:

Attached are answers to your discovery questions. However, I do need to supplement with updated agreements. The ones I was sent had names filled in that I was unable to remove, so once I have them removed, I will send along the blank templates, hopefully by tomorrow.

Thanks,

--

Rick Zucker
Attorney
Zucker Law LLC
14412 White Pine Ridge
Chesterfield, MO 63017
314-575-5557
zuckerlaw21@gmail.com

From: "Rick Zucker" <zuckerlaw21@gmail.com>
To: "cjlw01" <cjlw01@optonline.net>
Date: 09/04/2018 04:56:08 PM
Subject: Re: Locustwood v. Spire Missouri; GC-2018-0267
Attachments:

 MO EAST Landlord Leave On Contract.pdf (285KB),  MO WEST Landlord Leave On Contract.pdf (199KB)

Attached are the Landlord Leave On Contracts that are currently in use in both Spire Missouri East and West service territories.

Thanks,

Rick

On Thu, Aug 30, 2018 at 12:21 PM, Rick Zucker <zuckerlaw21@gmail.com> wrote:
Chris:

Attached are answers to your discovery questions. However, I do need to supplement with updated agreements. The ones I was sent had names filled in that I was unable to remove, so once I have them removed, I will send along the blank templates, hopefully by tomorrow.

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SPIRE MISSOURI INC.

Response to Locustwood Associates Second Set of Data Requests

DR 7

Identify all communications by and between Spire and its employees directly or indirectly related to the decision to shut off gas service to 9922 and any communication within Spire of whether to contact Locustwood Associates under the revert to owner agreement related to notifying owner about the shut off of gas service to 9922 and provide all documents related to such communications.

Response:

The decision to disconnect gas service to a customer for non-payment is an automated function and does not involve specific communications between employees. Since paragraph 5 of the Revert to Owner Agreement clearly states that the Company will not provide notice to the owner when the Company disconnects a tenant for non-payment, no communications exist regarding notifying the owner of disconnection of gas to 9922.

DR 8

Is Rochelle Robinson still employed by Spire or any of its affiliates? Robinson executed the revert to owner agreement with Locustwood Associates on behalf of Missouri Gas Energy. Provide work location and phone number of Robinson, if still employed.

Response:

Rochelle Robinson is an employee of Spire Missouri. Communications with the Company can be made by contacting legal counsel.

DR 9

Identify and produce all forms of revert to owner agreements that differ in any way from the agreement signed with Locustwood Associated in use by Missouri Gas Energy, Spire and its affiliates or Laclede gas from 2010 to the present:

- (a) Within Missouri service area.
- (b) Outside of the Missouri service area.

Response:

There are no forms of revert to owner agreement that indicate in any way that the Company will notify an owner when it has disconnected service to a tenant. The Company does not notify third parties, including landlords, when such event occur.

DR 10

Identify and produce all forms of revert to owner agreements that were used by Missouri Gas Energy, Spire and its affiliate and Laclede gas from 2010 to the present:

- (a) Within Missouri service area.
- (b) Outside of the Missouri service area.

Response:

See response to DR 9.



formerly Missouri Gas Energy

First Name Last Name

Month DD, YYYY

Street Address 1

Street Address 2

City, State ZIP

Account Number: <<AccountNumber>>

Service Address: <<ServiceAddress1>>

Landlord Leave-On Contract

Owner name:

Owner address:

Premise(s) address:

The Owner desires Spire ("Company") to continue gas service to all units of the Premises (individually, "Unit" and collectively, "Units") notwithstanding any notice by a tenant or occupant of a Unit to discontinue service.

The Company agrees to continue gas service to the Units without any further action required by the Owner, except as noted herein, after a tenant or occupant, in whose name an account with the Company for gas service for the Unit is held, gives notice to the Company to disconnect service for such Unit (a "Leave-On Unit"). The Owner agrees to promptly pay each of the Company's bills for gas service at any and all Leave-On Units beginning on the disconnection date designated in the tenant or occupant's notice to the Company. The Company shall not charge the Owner an initiation charge for the continuation of service at a Leave-On Unit, but any new tenant or occupant of a Leave-On Unit shall be subject to such charge

This agreement shall remain in full force and effect until terminated by the Owner or the Company on at least (30) business days advance written notice. Any such notice shall be delivered to the Owner at the address indicated above and to the Company at 700 Market St., St. Louis, MO 63101, Attn: Landlord Leave On Dept. Owner shall be responsible for gas service provided to each Leave-On Unit after termination of this Agreement until service to such Leave-On Unit is disconnected. Further, the Owner hereby indemnifies and agrees to hold the Company harmless from any and all claims, demands, suits, damages, consequential damages, interest litigation, expenses, court costs, attorney fees, costs and

expenses of any kind or nature, including without limiting the generality of the foregoing, claims arising out of injuries to persons and damages to any or all of the Premises, Units or any other property or property rights.

This agreement remains subject to the provisions in the Company's tariffs on file with the Missouri Public Service Commission and the rules and regulations of the Missouri Public Service Commission to which the Company is subject. The Company expressly reserves the right to disconnect service to a tenant pursuant to such tariffs, rules or regulations. All obligations and liabilities that have accrued under this agreement at the time of its termination shall survive each termination.

Upon reasonable notice, Owner expressly agrees to provide authorized Company agents access to meters and other equipment of the Company at all units covered under this agreement for purposes of, among other things, reading the meter to obtain usage, discontinuing service and making gas safety inspections. Owner shall be liable to Company for any damages arising out of or related to Owner's failure to permit such access.

Owner shall notify Company in writing of (1) any sale of the premises and, until the Company receives such notice, the Owner shall remain liable for the usage at the Leave-On Units and (2) any change of address of Owner. In addition, this agreement is binding upon Owner's successors and assigns.

If individual owner(s):

Signed: _____ Date: _____

If owner's agent, corporate owner or partnership owner:

(Name of Agency, Corporation or Partnership Owner)

By: _____
(Name)

_____ Date: _____
(Title)

Spire Inc.

By: _____
(Name)

_____ Date: _____
(Title)

For office use only:

Effective date: _____ Termination date: _____



formerly Laclede Gas

First Name Last Name

Month DD, YYYY

Street Address 1

Street Address 2

City, State ZIP

Account Number: <<AccountNumber>>

Service Address: <<ServiceAddress1>>

Landlord Leave-On Contract

Owner name:

Owner address:

Premise(s) address:

The Owner desires Spire ("Company") to continue gas service to all units of the Premises (individually, "Unit" and collectively, "Units") notwithstanding any notice by a tenant or occupant of a Unit to discontinue service.

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If individual owner(s):

Signed: _____ Date: _____

If owner's agent, corporate owner or partnership owner:

(Name of Agency, Corporation or Partnership Owner)

By: _____
(Name)

_____ Date: _____
(Title)

Spire Inc.

By: _____
(Name)

_____ Date: _____
(Title)

For office use only:

Effective date: _____ Termination date: _____