BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

John Leuchtmann,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. WC-2026-0368
	)	
Liberty Utilities, LLC d/b/a/ Liberty,	)	
	)	
Respondent	)	

REPLY TO OPPOSITION TO SECOND MOTION TO AMEND COMPLAINT AND RENEWED MOTION TO DISMISS IN PART

COME NOW, John Leuchtman and Lakewood Hills Homeowners Association, Inc. ("HOA") (jointly, "Complainants"), by and through their attorney, and for their Reply to Liberty's *Opposition to Second Motion to Amend Complaint and Renewed Motion to Dismiss in Part* ("Second Opposition"), state as follows:

1. Complainants incorporate herein by reference their *Reply to Opposition to Motion to Amend Complaint and Motion to Dismiss Complaint in Part* ("Reply"), filed herein on October 17, 2026.

2. In its Second Opposition, Liberty misconstrued Complainants' "theory" its Reply. Complaints' assertion is that the HOA complaint has been an integral party of the Complaint in this case from the very beginning. The HOA's Formal Complaint was the impetus for the Commission filing this as a formal proceeding. The fact that the Commission made an administrative decision to make Mr. Leuchtmann the named complainant does not change that fact. In either event, the HOA was admitted to this case as a party as of right and has the same rights as any complainant.

3. Complainants do not dispute Liberty's recitation of the law in its Second Opposition, but they do dispute the application of the law to the facts. "Intervention is defined as a proceeding in a suit or action by which a third person is permitted by the court to make himself a party, either joining plaintiff in claiming what is sought by the complaint, or uniting with defendant in resisting the claims of plaintiff, or demanding something adversely to both of them.' [Black's Law Dict., 651; 33 C.J. 477; Rocca v. Thompson, 223 U.S. 317, 32 S.C. 207, 56 L. Ed. 453.]" See Monticello Building Corporation v. Investment Company, 330 M0. 1128, 52 S.W.2d 545 (Mo. 1932). It is only when entirely "new and inconsistent" claims or when "independent" controversies are interjected that intervention is improper. Complainants' claims have always been entirely consistent. From the filing of their initial complaints to the filed Amendments themselves, the Complainants have been entirely consistent in their claim that Liberty is not providing service "safe and adequate and in all respects just and reasonable."

4. Liberty continues to claim that Lakewood Hills lacks standing to prosecute claims for its residents. This claim is not well taken. According to Rule 52.10 of the Missouri Supreme Court Rules of Civil Procedure, unincorporated associations are explicitly permitted to represent their members.

> Rule 52.10 exists "to give an aggregate of persons, already bound together by jural relations, but otherwise without capacity to sue or be sued, jural 'entity treatment' as a class for that purpose." *State ex inf. Ashcroft v. Kansas City Firefighters Local No. 42,* 672 S.W.2d 99, 123 (Moapa. W.D.1984). *See also Firefighters Local No. 77 v. City of St. Joseph,* 822 S.W.2d 866, 870 (Mo.App. W.D.1991) ("Rule 52.10 treats the unincorporated **association** as a class to give entity treatment to the **association** when for formal reasons it cannot sue or be sued as a jural person."). [emphasis in original]

See *Lake Arrowhead Property Owners Ass'n v. Bagwell*, 100 S.W.3d 840, 843 (Mo. 2003). The Commission rules likewise recognize an association right to participate in its cases. The HOA is such an entity bound together to protect the interests of its neighborhood.

5. Complainants do allege that Liberty is failing to comply with enforcement matters, as claimed by Liberty. Complainants merely point out that Staff recommended compliance with certain minimal standards in order to provide safe and adequate service in Case No. WO-2022-0253. Liberty acquiesced in those recommendations. Liberty filed a rate case and received a rate increase in response thereto in order to help in achieve those commitments. Complaints allege that Liberty is not fulfilling its obligation to provide service "safe and adequate and in all respects just and reasonable" in its failure to fulfill those commitments to Lakewood Hills subdivision.

6. Liberty's "due process" claims are hearsay objections raised during the pleadings. If and when necessary, Liberty will be able to object to evidence failing to have an adequate foundation at the proper time. But as a matter of proper pleading, their objections are not well taken.

7. Finally, while not agreeing with the entirety of Liberty's paragraph 8, Complainants will agree that all of these allegations, original and amended, would be more effectively addressed by and warrant an active and rigorous Commission investigation. The Commission is more properly situated to conduct a rigorous investigation than are Complainants. Complainants would be agreeable to negotiate the terms of a settlement agreement, the negotiation of which would be directed and overseen by the Staff of the Missouri Public Service Commission ("Staff"), establishing an investigation in this matter or of a scope as is appropriate to address these continuing concerns raised by Case No. WO-2022-0253. Baring that eventuality, Complainants will be forced to proceed with the prosecution of this Complaint.

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WHEREFORE, the Complainants pray the Missouri Public Service Commission deny Liberty's request in its Opposition and grant Complainants such other remedies as the Commission deems just a reasonable within its scope of authority or, in the alternative, direct the Staff to oversee and administer settlement discussions with the parties that will produce a rigorous investigation of these and other concerns.

Respectfully submitted,

By: 

David C. Linton, #32198
825 Maryville Center Drive, Suite 300
Town and Country, MO 63017-5946
Telephone: 314-341-5769
Email: dlinton@mlklaw.com
Attorney for Complainants

Filed: October 28, 2026

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Reply was sent to all parties of record in Case No. WC-2026-0368 via electronic transmission on this 28thth day of October, 2026.

