

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

Symmetry NewEnergy – Gas Division, LLC,)	
Complainant,)	
)	
v.)	File No. GC-2021-0315
)	
Spire Missouri, Inc. d/b/a Spire,)	
Respondent,)	
)	
Symmetry Energy Solutions, LLC,)	
Complainant,)	
)	
v.)	File No. GC-2021-0316
)	
Spire Missouri, Inc. and its operating unit)	
Spire Missouri West,)	
Respondent,)	
)	
Clearwater Enterprises, L.L.C.,)	
Complainant,)	
)	
v.)	File No. GC-2021-0353
)	
Spire Missouri, Inc. d/b/a Spire and its)	
Operating Unit Spire Missouri West,)	
Respondent,)	

**NOTICE OF CORPORATE REPRESENTATIVE VIDEOTAPED DEPOSITION TO
SYMMETRY ENERGY SOLUTIONS, LLC**

TO: SYMMETRY ENERGY SOLUTIONS, LLC,

Through its Attorneys of Record:

Peggy A. Whipple, #54758
Douglas L. Healy, #51630
Terry M. Jarrett, #45663
3010 E. Battlefield, Suite A
Springfield, MO 65804
peggy@healylawoffices.com
doug@healylawoffices.com
terry@healylawoffices.com
Telephone: (417) 864-7018

Steven M. Bauer (admitted pro hac vice)
Margaret A. Tough (admitted pro hac vice)
Katherine A. Sawyer (admitted pro hac
vice)
Nathan M. Saper (admitted pro hac vice)
Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco California 94111-6538
(415) 391-0600
steven.bauer@lw.com

margaret.tough@lw.com
katherine.sawyer@lw.com
nathan.saper@lw.com

Please take notice that Respondent Spire Missouri Inc. will take the deposition of Complainant Symmetry Energy Solutions, LLC, pursuant to Missouri Rule of Civil Procedure 57.03(b)(4) and for all purposes on February 22, 2022 at 9:00 a.m. at Dowd Bennett LLP, located at 7733 Forsyth Blvd., Suite 1900 St. Louis, Missouri 63105 before a certified court reporter and videographer from Alaris Litigation Services. The taking of such deposition, if not completed that day, will be continued from day to day at the same place until completed. Respondent Spire requests that Complainant Symmetry designate one or more officers, directors, managing agents, or other persons with the requisite knowledge and who consent to testify as to matters known or reasonably available to the organization regarding the topics set forth in the attached **Exhibit A**.

Dated: January 25, 2022

Respectfully submitted,

By: /s/ Gabriel Gore
Gabriel E. Gore #45416
Rebecca McLaughlin #71969
DOWD BENNETT LLP
7733 Forsyth Blvd., Suite 1900
St. Louis, MO 63105
Telephone: (314) 889-7300
Facsimile: (314)863-2111
ggore@dowdbennett.com
rmclaughlin@dowdbennett.com

Dean L. Cooper #36592
BRYDON, SWEARENGEN & ENGLAND
P.C.
312 E. Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
(573) 635-7166
dcooper@brydonlaw.com

Matthew Aplington MoBar #58565
General Counsel
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
(314) 342-0785 (Office)
matt.aplington@spireenergy.com

Goldie T. Bockstruck MoBar #58759
Director, Associate General Counsel
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
314-342-0533 Office
314-421-1979 Fax
Goldie.Bockstruck@spireenergy.com

Rachel Lewis Niemeier MoBar #56073
Regulatory Counsel
Spire Missouri Inc.
700 Market Street, 6th Floor
St. Louis, MO 63101
314-390-2623 Office
rachel.niemeier@spireenergy.com

**ATTORNEYS FOR SPIRE MISSOURI
INC.**

EXHIBIT A
Definitions

1. “Spire” or “Respondent” means Respondent Spire Missouri Inc. and any of Spire’s current or former officer(s), director(s), agent(s), employee(s), or representative(s).
2. “Symmetry” means Complainant Symmetry Energy Solutions, LLC’s current or former officer(s), director(s), agent(s), employee(s), or representative(s), as well as predecessors, successors, and assignees.
3. “Symmetry’s Customers” means the Missouri businesses or other Missouri entities to which Symmetry has a contractual responsibility to market natural gas.
4. “Complaint” means the Complaint filed by Symmetry against Spire on March 26, 2021, in the Public Service Commission Case No. GC-2021-0316.
5. “Service Agreements” means the Agent Aggregation Service Agreements entered by Spire and Symmetry’s predecessor companies Atmos Energy Marketing and Seminole Energy Services.
6. “Tariff” means Spire’s Transportations Provisions (TRPR) tariff.
7. “OFO Period” or “Standard OFO” means the OFO Period Spire implemented between February 12, 2021 and February 19, 2021.
8. “Document” means all written or graphic matter of every kind and description, however, produced or reproduced, whether draft or final, original or reproduction, in the actual or constructive possession, custody or control of you or your attorney, including but not limited to, letters, correspondence, memoranda, notes, files, transcripts, contracts, agreements, memoranda of telephone conversations or personal conversations, microfilm, telegrams, books, magazines, advertisements, periodicals, bulletins, circulars, pamphlets, statements, notices, reports, rules, regulations, directives, interoffice communications, financial statements, books of account, orders,

receipts, working papers, desk calendars, appointment books, diaries, time sheets, logs, movies, visual or audio tapes, recordings, electronic mail, electronic data, electronic messaging and materials similar to any of the foregoing, however denominated by you, and including writings, drawings, graphs, charts and photographs. If a document has been prepared in several copies which are not identical, or if the original identical copies are no longer identical by reason of subsequent notation or other modification of any kind whatsoever, including, but not limited to, notations on the backs of pages thereto, each non-identical copy is a separate document. “Document” shall also include any data compilation from which information can be obtained or translated by you through detection devices into reasonably usable form.

9. “Relate to,” “relating to,” “refer to,” and “referring to” mean, without limitation, relating to, constituting, concerning, mentioning, referring to, describing, summarizing, evidencing, listing, relevant to, demonstrating, or tending to prove, disprove, or explain.

10. “Your” or “you” refers to the party to whom these requests are addressed, and the persons mentioned in the clause.

11. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the deposition topic all responsive topics or issues.

Deposition Topics

1. All of Symmetry's communications with Spire during the OFO period, including all communications regarding Symmetry's failure to deliver natural gas to Spire to cover Symmetry's Customers' usage.
2. All of Symmetry's communications with Symmetry's Customers during the OFO Period.
3. All of Symmetry's communications with Symmetry's Customers regarding Winter Storm Uri, the OFO period, or the cost of gas delivered to Symmetry's Customers during the OFO period.
4. All efforts Symmetry took, prior to Winter Storm Uri, to ensure that it had sufficient firm capacity, supply, or storage positions to adequately service its customers in periods of high-demand for natural gas in the winter of 2021, including but not limited to all communications regarding such efforts.
5. Any discussion or analysis Symmetry engaged in during February and March of 2021 regarding Spire's Tariff's OFO provision, including but not limited to any communications regarding Spire's Tariff's OFO provision.
6. The nature of the contractual relationship between Symmetry and its customers on Spire Missouri's system, including:
 - a. Whether service provided by Symmetry was being offered as a firm or interruptible service; and
 - b. Whether Symmetry's contracts with its customers allow it to pass through OFO penalties to its customers.
7. Symmetry's peak day planning analysis and its ability to meet its customers' natural gas usage requirements during peak periods, including:

- a. Symmetry's peak day demand planning process;
- b. The projected peak day demand for Symmetry's customers;
- c. Symmetry's projected forecast demand for February 2021; and
- d. Symmetry's portfolio of assets available to meet its peak day demand for February 2021.

8. The facts, details, and supporting documentation for the following allegations in

Symmetry's Complaint:

- a. Spire violated its Tariff when it implemented the OFO on February 12, 2021. ¶¶ 29, 31.
- b. Spire violated its Tariff by keeping the OFO "in place beyond the time Spire knew or should have known that the condition for an OFO did not exist." Compl., ¶ 32.
- c. Spire violated its Tariff because Spire's OFO notice did not provide "the requisite specification of the nature of the problem to be addressed, the anticipated duration of the required compliance and the parameters of such compliance, as required by the Tariff." Compl., ¶ 33.
- d. That, in accordance with the Tariff and the parties' Service Agreements, "[a]ll gas delivered by Spire in February to customers served by Symmetry had been made up to Spire by Symmetry, in kind, by the end of the month[.]" Compl., ¶ 16.

9. All efforts Symmetry took in order to deliver natural gas to Spire during the OFO period, including but not limited to (1) purchasing natural gas on the daily spot market and/or (2) drawing natural gas from its storage.

10. All communications regarding efforts Symmetry took in order to deliver natural gas to Spire during the OFO period, including but not limited to (1) purchasing natural gas on the daily spot market and/or (2) drawing from its storage.

11. All communications, analysis or discussion Symmetry engaged in concerning its decision regarding the delivery or non-delivery of natural gas to Spire during the OFO Period.

12. Symmetry's relationship to Atmos Energy Marketing ("Atmos"), and the terms of its Asset Management Agreement ("AMA") with Atmos.

13. Symmetry's use of storage gas that was subject to the Atmos AMA during the OFO period.

14. The reasons why Symmetry ultimately failed to deliver natural gas to Spire to cover its customers' usage during the OFO period, including but not limited to all communications regarding Symmetry's failure to deliver natural gas to Spire.

15. The factual basis for Symmetry's position that Spire should have curtailed natural gas to transportation customers during the OFO period, and the priority of customer curtailment among Symmetry's pooled customers.

16. The factual basis for why Symmetry is refusing to pay Spire's cover damages which Spire incurred buying natural gas on behalf of Symmetry for its customers during the OFO period.

17. Any analysis or discussion Symmetry engaged in regarding charges to its customers for natural gas delivered during February 2021, including but not limited to all communications regarding such analysis or discussion.

18. The total revenue that Symmetry has received as a result of its collections for natural gas that was delivered to Missouri customers during February 2021.

19. The total profits that Symmetry has realized as a result of its collection for natural gas that was delivered to Missouri customers during February 2021.

20. The invoices Symmetry ultimately sent to its customers for natural gas delivered during February 2021, including whether those invoices sought to recover OFO penalties and/or the cost of the gas delivered.

21. The identities and roles of the persons who provided the factual information supporting Symmetry's responses to Spire's data requests.

22. The length of time Symmetry has served as a marketer on the Spire Missouri West system.

23. Whether Symmetry was aware of Spire's Tariff provisions regarding OFO penalties prior to February 2021, and whether Symmetry ever proposed any revisions to those Tariff provisions.

24. Whether Symmetry was aware of Spire's natural gas usage measurement capabilities and usage data availability for transportation customers.

CERTIFICATE OF SERVICE

I certify that on January 25, 2022, I served the foregoing document upon:

Peggy A. Whipple, #54758
Douglas L. Healy, #51630
Terry M. Jarrett, #45663
3010 E. Battlefield, Suite A
Springfield, MO 65804
peggy@healylawoffices.com
doug@healylawoffices.com
terry@healylawoffices.com
Telephone: (417) 864-7018

Steven M. Bauer (admitted pro hac vice)
Margaret A. Tough (admitted pro hac vice)
Katherine A. Sawyer (admitted pro hac vice)
Nathan M. Saper (admitted pro hac vice)
Latham & Watkins LLP
505 Montgomery Street, Suite 2000
San Francisco California 94111-6538
(415) 391-0600
steven.bauer@lw.com
margaret.tough@lw.com
katherine.sawyer@lw.com
nathan.saper@lw.com

*Attorneys for Complainant
Symmetry Energy Solutions, LLC*

By: /s/ Gabriel Gore