

**VERIFIED COMPLAINT AGAINST ROCKY MOUNTAIN POWER CORP. (“RMP”)**

STATE OF UTAH                    )  
  :  
COUNTY OF SALT LAKE        )

**CINDY L. THOMPSON (“Petitioner”)** being duly sworn deposes and says:

1. I am the owner of the property located at 4068 S. Claudia St., West Valley City, Utah, 84120. I have personal knowledge of the factual averments made herein. If called as a witness I would so testify:

2. On or about April 25, 2022, Petitioner’s home at 4068 S. Claudia St. lost partial power. Power was lost to, among other things, several light switches in the home as well as to numerous electrical outlets, the dishwasher, the garbage disposal, the central air conditioner, the clothes dryer and the stovetop/oven. Petitioner contacted RMP that day to inform RMP of the problem.

3. Later in the day on April 25, 2022, an employee/service tech of RMP showed up at the Petitioner’s home to assess the power outage problem.

The employee/service technician was vague at the time but determined and told the Petitioner that the meter box attached to the back of the home was damaged. The service technician inferred that RMP was responsible for the costs and repairs as he explained to the Petitioner that she could file a “claim” with RMP to have the damages paid for by RMP. He also told the Petitioner that her home could have burned down. He removed the electric meter from the meter box and did nothing to restore power to the Petitioner’s home.

4. On or about April 26, 2022, Petitioner contacted RMP to inform RMP that she wanted to file a “claim” in order for RMP to pay for the damages to the meter box. On April 26, 2022,

Petitioner received via an e-mail a “Claim Form” from RMP, as well as “Instructions” for Proceeding with the filing of her “claim”.

5. Upon reading the instructions for proceeding with her “claim”, it was clear to the Petitioner that she would need to upfront the costs and be responsible for the repairs/replacement of the meter box and the restoration of power to her home; she would then need to wait and hope for reimbursement from RMP.

6. Petitioner had a tenant living in the basement of her home, and because of the power outage at her home, the tenant moved out on April 30, 2022.

7. On or about May 1, 2022, Petitioner met with an electrician (Adam) who came to her home to assess the damages to the meter box. Adam explained to the Petitioner at that time that it was obvious to him that severe damage had been done to the meter and surrounding areas within the meter box, as a direct result of RMP’s faulty meter and/or RMP’s service technician’s earlier improper installation of its digital electric meter.

Adam explained to the Petitioner that it was obvious to him that a loose or bent wire improperly left by a RMP service technician’s improper installation of RMP’s digital electric meter had created a serious electrical arc at the meter which destroyed the meter and caused serious damage at the base of the meter box. Adam also explained to the Petitioner that an arc of that kind was a discharge of electrical current that developed so much heat that it was capable of vaporizing and melting anything within its range. Adam explained that the arc could have caused the Petitioner’s home to burn down.

8. On or about May 2, 2022, Petitioner contacted the Division of Public Utilities and ultimately filed an informal complaint.

9. On May 5, 2022, Petitioner received a telephone call from a gentlemen named James

who worked for RMP and was responding to the Petitioner's informal complaint filed with the Division of Public Utilities.

Petitioner had a conversation with James, wherein she explained that she was a senior citizen and did not have the money to pay for the work necessary to restore power to her home, and that she would not front the costs for the problems created by RMP's faulty meter and/or the poor workmanship of RMP at the time of RMP's installation of its digital meter.

Petitioner explained to James that several years earlier she had new windows installed in her home at a time when RMP was offering an energy rebate to homeowners who got new windows; RMP failed and refused to honor the rebate offer at that time, telling Petitioner that she would not receive a rebate check because she failed to use one of RMP's preferred technicians to install her new windows.

Petitioner explained to James that since she believed RMP to be dishonorable after the window rebate fiasco, and since she didn't have the funds to front the costs for the damages caused by RMP's faulty meter and/or RMP's service technicians' poor workmanship at the time of installing RMP's digital meter, that she would not be fronting any costs for RMP.

James did not make any arrangements to repair the damage caused to the meter box and did nothing to restore power to the Petitioner's home.

10. Soon after her conversation with James at RMP, Petitioner contacted a master electrician friend (Guy) who came to her home to assess the damage to the meter box and provide an estimate for repairs. Guy also confirmed that the damage to the meter box was most likely a result of poor wiring at the point of RMP's electric meter and determined, among other things, that the power would need to be shut off to Petitioner's home, the meter box would need to be replaced, the outside wiring would need to be updated/replaced and brought to code, and a final inspection

would need to be conducted by West Valley City.

Guy provided the Petitioner with a verbal estimate for repairs of \$6,500. He also stated that there are currently supply chain issues, whereas he would not be able to give Petitioner an exact estimate of when the repairs could be completed if he were to do the replacement/repairs required to restore power to the Petitioner's home.

11. By June 2022, Petitioner was receiving bills from RMP which were fabricated to reflect exorbitant power usage amounts and fees purportedly incurred by the Petitioner, and on or about June 17, 2022, Petitioner contacted RMP's customer service department where she was told that she was entitled to an "exact reading" of her power usage. It's Petitioner's understanding and belief that RMP opened a Work Order at that time which was closed on June 29, 2022, and that RMP was unable to provide Petitioner with an exact reading at that time because RMP had removed its meter from the meter box two months earlier, in April.

Once again, RMP did not make any arrangements to repair the damage caused to the meter box and/or to restore power to the Petitioner's home.

12. By September 16, 2022, Petitioner was still receiving bills from RMP which were being fabricated to reflect exorbitant power usage amounts and fees purportedly incurred by the Petitioner. Petitioner contacted RMP's customer service department to dispute the charges and it is Petitioner's understanding that RMP opened another Work Order at that time, whereas on September 19, 2022, two RMP service technicians showed up at the Petitioner's home.

Petitioner explained to the two men the damages caused to the meter box by the electrical arc that took place at RMP's electric meter, and told them that electricians who had assessed the matter were in agreement that the arcing that took place at RMP's electric meter was most likely because of shoddy workmanship at the time of RMP's installation of its digital meter.

The two service technicians observed and pointed at where the arcing took place at the point of where the meter had been attached. They then left without doing anything to repair the damage caused by RMP's meter and/or to restore power to the Petitioner's home.

13. On November 14, 2022, RMP left a disconnect notice on the door of the Petitioner's home. The disconnect notice was for Petitioner's failure to pay electric bills, electric bills which had been fabricated by RMP.

Petitioner once again contacted RMP, and on November 17, 2022, two gentlemen from RMP stopped by the Petitioner's home. One of the men asked to look at the meter box and the Petitioner obliged.

The men left a letter that was printed on Rocky Mountain Power Company's letterhead. The letter clearly provides that there are safety code violations at the meter box; however, the two men did nothing to repair the damage/safety code violations caused by RMP's meter and/or to restore power to the Petitioner's home.

14. Also in November, Petitioner contacted a third electrician, this time from Hunt Electric Company. Once again the electrician confirmed the obvious, that the damage at the meter box was most likely a result of RMP's improper installation of its digital meter. The electrician also provided a verbal estimate of repairs to be \$6,500, and also determined that, among other things, the power would need to be shut off to the home, the meter box would need to be replaced, the outside wiring would need to be updated/replaced and brought to code, and a final inspection would need to be conducted by West Valley City.

15. Also in November, Petitioner contacted a fourth electrician, this time from Wasatch Electric Company.

Petitioner was told by an employee of Wasatch Electric, Donna McArthur, that Wasatch

Electric Company would not provide an estimate for the electric work needing to be done at the meter box of Petitioner's home because Wasatch Electric Company does an immense amount of work for RMP and therefore had a conflict of interest. This was after Petitioner mentioned to Donna that other electricians had determined that the damage to the meter box was the result of RMP's improper installation of its digital meter inside the meter box.

16. In January 2023, Petitioner contacted a Building Biologist, Eric Windheim, an expert on, among other things, digital electric meters. Eric Windheim explained to the Petitioner that digital meters have problems that the electric companies attempt to run from and keep hidden from their consumers, leaving their consumers stuck to resolve the problems caused by their faulty digital meters and/or the improper installation of their digital meters. Eric Windheim can be contacted at 916-395-7336.

17. On January 17, 2023, Petitioner again received a letter - attached to her front door - from RMP, wherein RMP once again confirms the safety code violations at Petitioner's meter box.

On that same day (January 17, 2023) Petitioner - who was away on vacation caring for her elderly aunt - received a telephone call from the service technician who left the letter. The service technician made no attempt to restore power to the Petitioner's home, and instead threatened the Petitioner with the disconnection of all power to her home on January 27, 2023. Petitioner clearly told the RMP representative that that would be a big mistake since it's currently the dead of winter in Utah and pipes could freeze and break, thereby causing damage to her home.

### **SUMMARY**

As provided herein, Petitioner has been without partial power now for almost a year because of the damage caused to the meter box at the back of her home from RMP's faulty digital meter and/or shoddy workmanship when installing its digital meter.

As provided herein, instead of working to resolve the issue and see that the damage caused by RMP's meter be remedied, RMP has gone out of its way to show indifference, has attempted to require Petitioner to pay for electricity which she did not use or receive, and has intentionally antagonized Petitioner by threatening to disconnect power to her home in its entirety in the dead of winter, making it possible for pipes to freeze.

Because of RMP's egregious actions and lack of action to see that power is restored to Petitioner's home, Petitioner has suffered damages and requests relief as follows:

**REQUEST FOR RELIEF**

As has been provided herein, the cost of restoring power to Petitioner's home is estimated to be \$6,500.00. Petitioner requests a judgment in favor of Petitioner and against Rocky Mountain Power Company in the amount of **\$6,500.00**.

As has been provided herein, because of the loss of partial power to Petitioner's home, Petitioner's tenant had to move out, causing the Petitioner financial hardship and loss. Rocky Mountain Power Company's inaction, indifference and negligence has caused Petitioner to suffer economic damages for lost rents in the amount of \$1,200.00 per month. Petitioner therefore requests a judgment in favor of Petitioner and against Rocky Mountain Power Company in the amount of **\$13,200.00** from April 25, 2022 through March 25, 2023, with accrued interest at 10% per annum from April 25, 2022 through March 25, 2023.

Rocky Mountain Power Company's failure to restore power to Petitioner's home and to fabricate bills has been an attempt by Rocky Mountain Power Company to coerce Petitioner to pay for power which she has not used and did not have access to for almost a year. Rocky Mountain Power Company has been intentionally malicious and grossly negligent, and has deliberately caused Petitioner to suffer financial hardship and emotional pain and distress. Petitioner therefore

requests a judgment in favor of Petitioner and against Rocky Mountain Power Company for punitive damages in the amount of \$50,000.00 per month from January 25, 2022 through the time full power is restored to her home, and no less than **\$500,000.00**.

As has been provided herein, Rocky Mountain Power Company previously offered an energy rebate program to its customers who had new windows installed in their homes. As has been provided herein, Rocky Mountain Power Company flagrantly reneged on its rebate offer to Petitioner after Petitioner submitted receipts to Rocky Mountain Power Company for the new windows she had installed in her home. Petitioner therefore requests a judgment in favor of Petitioner and against Rocky Mountain Power Company in the amount of 1,200.00 with accrued interest at 10% per annum, the exact amount which is to be determined after further research by Petitioner as to the date she provided her receipts to Rocky Mountain Power Company.

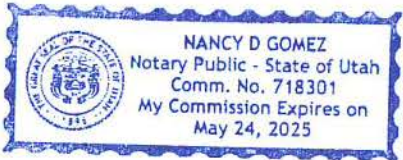
Since Building Biologist Eric Windheim has explained to the Petitioner the problems and hazards of digital electric meters, Petitioner requests a judgment in favor of Petitioner that Rocky Mountain Power Company is to provide Petitioner's new meter box with a new "analogue" meter.

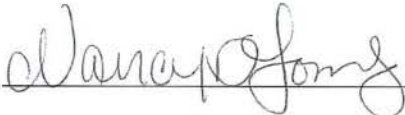
Respectfully,

DATED: January 26 2023.

  
Cindy L. Thompson

**SUBSCRIBED AND SWORN TO** before me this 26 day January, 2023.



  
**NOTARY PUBLIC**