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May 15, 2026

VIA ELECTRONIC FILING

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

Re: Docket No. 26-035-21 – Formal Complaint of Katana Electronics against Rocky Mountain Power
Rocky Mountain Power's Answer and Motion to Dismiss

Pursuant to the Notice of Filing and Comment Period issued by the Public Service Commission of Utah on April 17, 2026, Rocky Mountain Power (“Company”) hereby submits for filing its Answer and Motion to Dismiss in the above referenced matter. Confidential Attachment A has been uploaded to the Commission’s SFTP site and is provided in accordance with Commission Rule R746-1-602 and 603.

The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datareq@pacificorp.com
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By regular mail: Data Request Response Center
PacifiCorp
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Informal inquiries may be directed to Max Backlund at max.backlund@pacificorp.com.

Sincerely,

Jana Saba
Director, Regulation and Regulatory Affairs

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Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Formal Complaint of Katana Electronics against Rocky Mountain Power	DOCKET NO. 26-035-21 ANSWER AND MOTION TO DISMISS
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Pursuant to Utah Code Ann. § 63G-4-204(1) and Utah Admin. Code §§ R746-1-206, and R746-1-301, Rocky Mountain Power, a division of PacifiCorp (“RMP” or the “Company”) answers the formal complaint (“Complaint”) filed by Katana Electronics (“Complainant”) with the Public Service Commission of Utah (“Commission”). The Company also moves to dismiss the Complaint with prejudice as the Complaint fails to cite any violation of any provision of law, Commission order, rule, or Company tariff for which relief can be sought.

Communications regarding this Docket should be addressed to:

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BACKGROUND AND ANSWER TO COMPLAINANT’S ALLEGATIONS

1. Complainant is a commercial customer of Rocky Mountain Power with two separate electric meters billed for service, with one service billed on Electric Service Schedule No. 6 and the other service billed on Electric Service Schedule No. 23.

2. Below is a timeline of events leading to the filing of the formal complaint (“Compliant”).¹

Date	Event	Outcome
10/22/25	RMP contacted Complainant	Complainant accepted responsibility for account balance of \$ [REDACTED], which included \$ [REDACTED] in charges that were not discharged in bankruptcy, and the company offered payment arrangements upon payment of a \$ [REDACTED] down payment of \$ [REDACTED] per month installment + current month’s charges until debt had been paid.
10/28/25	Complainant agreed to payment plan	Complainant agreed to the payment plan with \$ [REDACTED] down payment and \$ [REDACTED] a month installments + current month’s charges until debt is paid.
11/17/25	New bill mailed	RMP mailed bill to Complainant with amount due of \$ [REDACTED] (\$ [REDACTED] in new charges, \$ [REDACTED] installment and the unpaid \$ [REDACTED] down payment).
01/12/26	Payment plan canceled due to non-payment	Complainant’s payment plan canceled due to non-payment upon issuance of new bill on January 12, 2026. No valid payment had been made to company since October 28, 2025 when the plan was established. Total account balance of \$ [REDACTED] was due.

¹ Upon bench or data request, RMP can provide documentation of the communications it has in its possession that are outlined in this table below.

01/22/26	Complainant calls RMP	RMP explains to Complainant that the only way the company will be willing to reset the original payment plan terms would be for Complainant to make valid payment of \$ [REDACTED], which was the amount of the missed installment payments and the new electric charges since the plan was established.
01/22/26	Complainant opened new informal Complaint	Complainant opened new informal complaint stating that it felt the company was unreasonable in expecting a catch up payment of over \$ [REDACTED] to reinstate payment plan.
01/23/26	RMP response to informal complaint	RMP provided a written response by email to Complainant explaining that there was no requirement for the company to offer any further payment arrangements, and the company reminded Complainant of the terms of the plan established on October 28, 2025. RMP explained that the only acceptable way to reinstate a payment plan for Complainant was for them to pay the \$ [REDACTED] in installment payments owed since the establishment of the payment plan.
01/28/26	Complainant contacts RMP	Complainant contacts RMP by email, stating they would remit \$ [REDACTED] by February 4, 2026.
01/28/26	RMP contacts Complainant	PacifiCorp emailed Katana Electronics that if they made valid payment by cash or debit/credit card, the company would accept \$ [REDACTED] to reset the payment plan as long as payment posted by February 4, 2026.
02/04/26	Complainant Contacts RMP	Complainant contacted RMP by email stating they could pay \$ [REDACTED] and asked for options.
02/04/26	RMP Contacts Complainant	RMP emailed Complainant that the company would not accept less than the quoted amount to reinstate their payment plan. Complainant had a new bill issued on February 3, 2026 with new charges of \$ [REDACTED], bringing their account balance to \$ [REDACTED]. The company declined to reset a payment plan for anything less than the \$ [REDACTED] originally quoted. However, the due date for the \$ [REDACTED] was extended to February 16, 2026.
02/04/26	RMP contacts Complainant	Complainant confirmed they submitted payment of \$ [REDACTED] and would remit remainder due before February 16, 2026 to reinstate payment plan.
02/12/26	RMP emails Complainant	RMP emailed Complainant reminding them that the remaining \$ [REDACTED] needed to be posted to their account by Monday, February 16, 2026.
02/13/26	Complainant Contacts RMP	Complainant contacted RMP indicating they may need a few more days to remit payment.

02/13/26	RMP contacts Complainant	RMP emails Complainant explaining that the company had already extended the due date of the remaining \$ [REDACTED] to February 16, 2026 from February 4, 2026. The Company explained it was not required to make any of these extensions and explained payment was due by February 16, 2026.
02/16/26	Complainant calls RMP	Complainant calls RMP to discuss account. The company remained firm that no new payment plan would be established until receipt of \$ [REDACTED]; however, the company agreed to hold off on issuance of the final field notice until after February 20, 2026, meaning that if payment was received before February 25, 2026, the company would reset the plan.
02/26/26	Complainant emails RMP	Complainant emailed RMP indicating that they would not have funds to make payment until March 3, 2026.
02/27/26	New Statement	The company mailed a new billing statement with total amount due of \$ [REDACTED] after receipt of the \$ [REDACTED] partial down payment for the new payment plan offered.
03/03/26	Complainant emails RMP	Complainant emailed RMP again saying they were still awaiting funds and needed additional time to make payment.
03/06/26	Complainant emails RMP	Complainant emailed RMP to report that they had made a payment of \$ [REDACTED] and asked to reset the payment plan.
03/10/26	RMP reset payment plan	Based on payments received, RMP reset the payment plan for Complainant with \$ [REDACTED] installments plus the new charges each month. The company did not ask for the additional \$ [REDACTED] in new charges or the additional missed installment payment of \$ [REDACTED] that would have applied had Complainant made prompt payments on their original payment plan.
03/10/26	RMP emails Complainant	RMP sent email confirmation that payment plan was reset and that, " <u><i>You must make monthly payment including your current charges and the installment amount to remain on the payment plan. If you do not make your monthly payment due, the plan will cancel and your entire account balance will become due.</i></u> "
03/11/26	New bill mailed to Complainant	RMP issued billing for [REDACTED] due by April 2, 2026 as an installment payment.
04/02/26	Payment plan canceled	No payment received, resulting in payment plan cancellation. New statement issued for \$ [REDACTED].
04/14/26	Complainant files formal complaint	Complainant filed a formal complaint after failure to keep payment plan terms resulted in cancellation of their payment plan.

3. As illustrated in the table above, beginning in October 2025, RMP made repeated good-faith efforts to work with Complainant to address a significant past-due electric account, despite having no legal obligation to offer or maintain a payment plan for this customer.²

4. On October 22, 2025, RMP's Customer Advocacy team contacted Complainant regarding an outstanding balance of \$[REDACTED]. During that contact, Complainant accepted responsibility for the debt, and PacifiCorp voluntarily offered a payment arrangement consisting of a \$[REDACTED] monthly installment plus payment of all current monthly charges until the balance was paid in full. On October 28, 2025, Complainant agreed to these terms and committed to a \$[REDACTED] down payment, followed by \$1,000 monthly installments plus current charges.

5. Despite agreeing to these terms, Complainant failed to comply with them almost immediately. On November 17, 2025, PacifiCorp issued a new bill reflecting new charges, the required installment payment, and the unpaid down payment. No valid payments were made after the payment plan was established. As a result, on January 12, 2026, the payment plan was canceled for non-payment, and the full account balance of \$[REDACTED] became due.

6. Following cancellation of the plan, Complainant contacted PacifiCorp on January 22, 2026. RMP explained that reinstatement of the original payment plan would require a catch-up payment of \$[REDACTED], representing missed installment payments and new charges accrued since the plan was established. Complainant disputed this requirement

² See generally Residential Utility Service Rules, R746-200-5 (compulsory deferred payment plans applicable to residential customers).

and filed an informal complaint with the Commission the same day. In a written response dated January 23, 2026, RMP explained that it was under no obligation to offer additional payment arrangements and reiterated that reinstatement would only be considered upon receipt of the full catch-up amount.

7. Although RMP was not required to extend further flexibility, it did so. On January 28, 2026, Complainant stated it would remit \$ [REDACTED] by February 4, 2026. RMP agreed to accept that amount to reset the payment plan if payment posted by that date. Complainant again failed to follow through, later advising that it could only pay \$ [REDACTED]. RMP declined to reinstate the plan for a lesser amount but nevertheless extended the deadline for the full catch-up payment to February 16, 2026.

8. Complainant made a partial payment of \$ [REDACTED] but repeatedly requested additional extensions for the remaining balance. RMP granted multiple deadline extensions and delayed issuance of a final field notice, even though it was not required to do so. Despite these concessions, Complainant again failed to timely remit the remaining amount and continued requesting additional time.

9. Ultimately, on March 6, 2026, Complainant submitted the remaining \$ [REDACTED]. On March 10, 2026, RMP reset the payment plan, again exercising discretion well beyond any legal obligation. Notably, RMP did not require Complainant to pay additional charges or missed installments that would have been owed had the customer complied with the original plan. As shown in Confidential Attachment A, in confirming the reinstated plan, RMP clearly advised Complainant that failure to make any required monthly payment by the due date would result in cancellation and the full balance becoming due.

10. Despite this clear warning, Complainant failed to make the required installment payment due on April 2, 2026. As a result, the payment plan established on March 10, 2026 was canceled, and the full account balance became due. Only after this second failure to comply with agreed-upon terms did Complainant file a formal complaint on April 14, 2026.

11. Throughout this period, PacifiCorp repeatedly provided Complainant with numerous opportunities to cure its delinquency, granted extensions, accepted partial payments, and reinstated payment plans despite no legal requirement to do so. Complainant, however, repeatedly failed to make timely payments or comply with the terms it agreed to, resulting in the cancellation of its payment plans and the accumulation of substantial past-due balances.

12. Complainant has repeatedly failed to demonstrate that it can adhere to a payment plan to cure its large delinquent debt, to which continued service will cause financial harm to PacifiCorp and increase the bad debt in its regulatory accounting.

MOTION TO DISMISS

13. The Company requests the Commission dismiss the Complaint with prejudice under Utah Rule of Civil Procedure 12(b)(6) because Complainant has failed to allege or establish that the Company has violated any applicable law, Commission rule, or Company tariff for which relief can be sought. A rule 12(b)(6) motion tests the legal sufficiency of the complaint.³ In reviewing a motion to dismiss, the court examines the allegations contained in the complaint and

³ *Oakwood Vill. LLC v. Albertsons, Inc.*, 104 P.3d 1226, 1230 (“Under a rule 12(b)(6) dismissal, our inquiry is concerned solely with “the sufficiency of the pleadings, [and] not the underlying merits of [the] case.”).

determines whether the pleading contains any legally cognizable claim for relief.⁴

14. Rather than stating a legal claim for which relief may be granted, the Complaint makes the following unsupported allegations without any legal citation: (1) RMP failed to identify a payment due date for the payment plan; and (2) RMP allegedly established an unlawful first payment due date of April 2, 2026.

15. Both allegations are factually and legally incorrect. First, as shown in Confidential Attachment A, PacifiCorp clearly informed the customer that installment payments must be made by the due date for the payment plan to remain in effect. Furthermore, the due date (April 2, 2026) was posted on the bill, which is included in Confidential Attachment A.

16. Second, Utah Administrative Code R746-200 requires that customers be provided not less than 20 days from issuance to pay a bill.⁵ PacifiCorp issued the billing statement on March 11, 2026, with a due date of April 2, 2026—providing a payment period of 22 days, fully compliant with the rule. PacifiCorp’s billing system selected April 2, 2026, to avoid overlapping billing given the delayed lack of payments.

17. Moreover, RMP is not required to offer payment plans to commercial customers. Any deferred payment-plan arrangement obligation applies only to residential customers under Residential Utility Service Rules, R746-200-5. RMP has never been under any legal obligation to offer a payment plan for delinquent commercial debt. To the extent PacifiCorp offered any payment arrangements to the Complainant, such arrangements were voluntary and extended in

⁴ *Alvarez v. Galetka*, 933 P.2d 987, 989 (Utah 1997) (“When a 12(b)(6) motion is filed, the issue before the court is whether the petitioner has alleged enough in the complaint to state a cause of action, and this preliminary question is asked and answered before the court conducts any hearings on the case.

⁵ (“Statement Due Date -- An account holder shall have not less than 20 days from the date the current bill was prepared to pay the new balance, which date shall be the statement due date.”).

good faith. Had Complainant complied with its numerous opportunities to adhere to the terms of multiple offered payment plans, PacifiCorp would have continued to honor its terms.

18. Utah Code § 54-7-9 empowers “the PSC to adjudicate complaints against public utilities when the utility is alleged to have violated “any provision of law or any order or rule[,]” including the utility’s published tariff on file with the PSC.”⁶ Accordingly, similar to the ruling in Docket No.25-035-65, “because Complainant has not alleged RMP violated any applicable statute, rule, tariff provision, or order of the PSC, *the Complaint must be dismissed.*”⁷

19. The Company respectfully requests that the Commission dismiss the Complaint with prejudice. On its face, the Complaint fails to allege any violation of a statute, rule, order, or tariff, and it cites no legal authority that would permit the Commission to grant the requested relief. Because the Complaint fails to state any cognizable cause of action, it is legally deficient, and there is no practical basis for the matter to proceed to adjudication. Accordingly, the Complaint should be dismissed with prejudice.

CONCLUSION


20. For the foregoing reasons, the Company respectfully requests that the Commission dismiss the Complaint with prejudice.

⁶ *Formal Compliant of Chimso Onwuebu*, Docket No. 25-035-65, Order Dismissing Compliant (April 7, 2016) (“Complainant points to no order of the PSC or applicable provision of the Utah Code, the Utah Administrative Code, or RMP’s tariff that RMP allegedly violated”) (emphasis added).

⁷ *Id.* (emphasis added).

Dated this 15th day of May 2026,

ROCKY MOUNTAIN POWER

A handwritten signature in blue ink, appearing to read "Joseph Dallas", is written above a horizontal line.

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Attorney for Rocky Mountain Power

CERTIFICATE OF SERVICE

Docket No. 26-035-21

I hereby certify that on May 15, 2026, a true and correct copy of the foregoing was served by electronic mail to the following:

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Division of Public Utilities

dpudatarequest@utah.gov

Assistant Attorney General

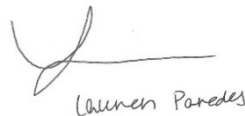
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Coordinator, Regulatory Operations

CONFIDENTIAL ATTACHMENT A
IS CONFIDENTIAL IN ITS ENTIRETY AND IS
PROVIDED UNDER SEPARATE COVER