

Utah State Public Service Commission  
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Salt Lake city, Utah 84114  
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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

Amended Complaint in the Matter of the Formal Complaint of Joseph Cook and Warren Bennett against Questar Gas	DOCKET NO. 14-057-28 AMENDED COMPLAINT
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1. Service was established in 1991 under the name of Warren Bennett.
2. A cash deposit in excess of \$350 was in place on the account.

**Termination of Service**

3. On or about June 16, 2014, Questar Gas Company (Questar) terminated gas service to the residence at [REDACTED]

**Complainant's Compliance and Questar's First Failure to Restore Services as Agreed**

4. Complainants contacted Questar and were assured that upon payment of all outstanding amounts service would be restored.
5. Complainants met the demands of Questar and effected payment of all amounts demanded by Questar.
6. In the spirit of good faith and fair dealing, Complainants made an additional and advanced payment in excess of \$300.
7. After complying with Questar's demands, they then failed and refused to restore service.

**June 20, 2014 Complaint to the Division & Response**

8. Complainants filed an informal complaint with the Division of Public Utilities on or about June 20, 2014 seeking restoral of services.
9. Questar responded on or about June 23, 2014 without addressing elements of the complaint directly but rather sets forth irrelevant information, demands, repeating unsubstantiated allegations and misrepresented the Utah Natural Gas Tariff:
  - a. Irrelevant: "Gas service ... has been in the name of Warren Bennett prior to 2003." Service was established in 1991, none the less this is irrelevant.
  - b. Irrelevant: "Joe Cook is authorized on the account" but not "privilege(d) to start or stop service..." Irrelevant because starting or stopping service was not then an issue nor had it been discussed.
  - c. Demand and Misrepresentation: Questar violated the Tariff and misrepresented the terms of that Tariff when it stated, "It is necessary for Warren Bennett to ... update the account application" and "provide pictured identification ... Please review Page 9-1 and

9-2 of the Utah Natural Gas Tariff which indicates Questar's right to request identification from any customer" and later, "... the required pictured identification." In the plan language of the Tariff, it states, "Valid personal identification (picture identification or two forms of signature identification) of an applicant or customer may be required at any time." Questar demands pictured ID in spite of the fact that the Tariff to which they refer as authority for this demand clearly states "picture identification" or "two forms of signature identification."

- d. Unsubstantiated Allegation: "According to our research, Warren Bennett ... is deceased" an allegation made by Questar on several occasions that they have failed and refused to substantiate.

#### **Complainant's Compliance and Questar's Second Failure to Restore Services as Agreed**

10. In an effort to comply with the demands of Questar and to restore services, the Complainants contacted Questar via telephone and mail.
11. Complainants were asked and provided information to authenticate the caller and to "access" the account as well as to "update the account information." Questar stated that upon furnishing this information that services would be restored. That information included but was not limited to:
  - a. Account number
  - b. Full name
  - c. Social security number
  - d. Password
  - e. Last payment date
  - f. Last payment amount
  - g. email address
  - h. phone number
  - i. mobile number
  - j. questions about Joe Cook
  - k. questions about Warren Bennett
  - l. questions about occupants
  - m. questions about ownership of property
12. After complying with Questar demands, they again failed and refused to restore service.
13. Complainants requested the return of excess payments. Questar did not respond.
14. Complainants requested a detailed accounting for services, payments and charged. Questar did not respond.

#### **Complainant's Compliance and Questar's Third Failure to Restore Services as Agreed**

15. Complainants were subsequently assured that services would be restored after Cook supplied a copy of a utility bill in his name and at the service location. The demanded document was provided.
16. Complainants requested the return of excess payments. Questar did not respond.

17. Complainants requested a detailed accounting for services, payments and charged. Questar did not respond.
18. After complying with Questar demands, they again failed and refused to restore service.
19. Questar stated that their refusal to establish service was based on a "delinquent account" for another property associated with Cook.
20. The "delinquent account" was in an amount of approximately \$80 and had been in dispute for several years.
21. Commission rules state that disputed amounts cannot be used as a basis for termination of services. Nonetheless, Questar uses this disputed account as justification for refusing service in this matter. This is, at the least, a violation of the spirit of the law

#### **Complainants Requests for Information and & Questar's Failure to Respond**

22. Complainants have repeatedly requested substantiation and information regarding Questar's allegations of:
  - a. "fraud,"
  - b. "skip tracing,"
  - c. "investigations,"
  - d. any and all improprieties, and
  - e. the death of Warren Bennett.
23. Questar has failed and/or refused.

#### **November 3, 2014 Complaint to the Division & Failure to Respond**

24. Complainants filed an informal complaint with the Division of Public Utilities on or about November 3, 2014, again seeking:
  - a. restoral of services,
  - b. return of excess payments and deposit,
  - c. detailed accounting for services, payments and charged,
  - d. removal of Warren Bennett from the account.
25. Questar did refund money in February 2015.
26. Complainants requested a detailed accounting for services, payments and charged. Questar did not respond.

#### **Complainant's Compliance and Questar's Fourth Failure to Restore Services as Agreed**

27. Cook was contacted in person by a representative of Questar to reach "settlement."
28. After a full and complete disclosure and discussion of the facts and issues, agreement to the following was reached:
  - a. Cook provided picture ID at that time
  - b. Cook agreed to transfer debt from the disputed account at another location to the subject account. (See paragraph 19 and 20 above.)
  - c. Questar would refund deposit and excess payments.
  - d. Questar would re-establish gas service.

- e. Complainant's complaint would be unaffected.
  - f. Cook would sign an agreement to these terms.
29. Questar subsequently provided an agreement for Cook's signature generally along these lines but included an agreement to dismiss the complaint to the Division.
30. Questar refused to re-establish service because Cook refused to dismiss the complaint.

#### **Gas Service Restored**

31. October and November months were unseasonably cold. With no source of heat internal temperatures of the residence reached 41C. Salt Lake City Public Utilities will not provide water where there is no heat from a public utility. The water was turned off and Salt Lake City refused to re-establish service until gas service was restored. Questar would not re-establish service unless Complainants dismissed their complaint.
32. A few days prior to Thanksgiving, Salt Lake County came to the residence to investigate and provide notice that the home would be declared uninhabitable and residents would be evacuated.
33. Salt Lake County, upon investigation, negotiated with Questar gas for restoral of gas services to the residence. With that, Salt Lake City agreed to restore water services. With that, the County was satisfied and the threat of evacuation was removed.

#### **Allegations of Fraud & Impropriety**

34. Questar alleged fraud as the reason services would not be restored. Questar has failed and/or refused to answer questions, discuss or substantiate this allegation.
35. Questar alleges the use of "skip tracing software" used to uncover "problems" with the account and could not therefor restore service. Requests for clarification and further details have been ignored.
36. Questar alleges that Warren Bennett is deceased and therefore services will not be restored.
37. Again, Questar has failed and refused to substantiate this allegation.

#### **Additional Allegations**

38. Questar has not and is not now dealing in good faith.
39. Questar did not exercise the same practices and procedures under reasonable terms as provided other Questar customers.

#### **Relief Sought**

40. Complainants request the following:
- a. Questar's response to the elements of these complaints including but not limited to:
    - i. a detailed accounting for the deposit
    - ii. a detailed accounting for the excess payments on the account
    - iii. a detailed accounting for debt transferred to the subject account from other property

- iv. all information supporting their claims of impropriety, fraud, etc.
- v. all information supporting their claim that Warren Bennett is deceased
- b. Questar to provide copies of all information gathered in their investigation and handling of this matter including but not limited to:
  - i. the complainants,
  - ii. the properties,
  - iii. the accounts,
  - iv. queries to outside agencies, organizations, entities.
- c. Questar to identify all communications and documents relative to this matter.
- d. Questar to provide copies of all non-privileged communications relative to this matter.
- e. Such other sanctions, penalties or remedies available to the Commission and deemed proper by the Commission to discourage Questar from such egregious behavior.

Submitted this 20<sup>th</sup> day of March, 2015.

Joe Cook  
Warren Bennett

[REDACTED]  
[REDACTED]  
[REDACTED]