

EXHIBIT B

DEBORAH L. HENDRICKS

6905 South 1300 East, #245, Midvale, Utah 84047
801.989.9789 / debhendricks01@msn.com

December 10, 2014

Via Certified Mail – Return Receipt Requested

Ms. Elia Lopez
Consumer Affairs
Questar Gas Company
1140 West 200 South
P.O. Box 45360
Salt Lake City, UT 84145-0360

Re: Complaint Filed by Deborah L. Hendricks with Utah Division of Public Utilities

Dear Ms. Lopez,

Thank you for your response to my complaint with the Utah Division of Public Utilities. This letter is in response to your letter and addresses key issues which remain unaddressed by you (Questar Gas).

The second and third paragraphs of your letter allege that I had service in my name at the address of 7516 South 2160 East, Cottonwood, Utah and describes Questar's attempts to contact me. Attached with the letter you sent is an Excel spreadsheet prepared by you with my name on it, the service address, and a list of charges for that address. The information you provided verifies that a debt exists. However, it does not provide competent evidence that this debt belongs to me or that I have a contractual obligation to pay Questar for these charges. I cited this deficiency in my informal complaint to the Utah Division of Public Utilities. As of this date, you (Questar) have not provided clear and convincing evidence that this debt belongs to me. Your (Questar's) failure to satisfy this request will be construed as Questar's absolute waiver of any and all claims against me and Questar's tacit agreement to compensate me for costs and attorney's fees should this matter escalate beyond resolution through the Utah Division of Public Utilities.

The fourth paragraph of your letter states as follows: "Utah follows the Fair Debt Collection Practices Act (FDCPA) which does not extinguish debt. It states we can still collect but we can't sue in court." I am requesting that you please provide the specific citation from the United States Code supporting that statement.

As I understand it, your statement is factually wrong. The FDCPA is a Federal Act and all states are required to adhere to it. The purpose of the FDCPA is to eliminate abusive debt collection practices and to protect consumers against debt collection abuses. I point out that Questar customer service representatives did not state that Questar was exempt from the FDCPA. They

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stated to me that **Questar was exempt from Utah's statute of limitations** with respect to the collection of debt, which is completely different statute. This is blatantly false.

As you may know, the FDCPA is Federal law which supersedes all state laws except in situations where state law affords greater protection to the consumer than that afforded by the FDCPA under subsection n. of the FDCPA. 15 U.S.C. § 1692n. specifically states:

“This subchapter does not annul, alter, or affect, or exempt any person subject to the provisions of this subchapter with the laws of any State with respect to debt collection practices, except to the extent that those laws are inconsistent with any provision of this subchapter, and then only to the extent of the inconsistency. For purposes of this section, a State law is not inconsistent with this subchapter if the protection such law affords any consumer is greater than the protection provided by this subchapter.” (*Emphasis added*)

Not only does subchapter n. specifically state that Questar is not exempt from the laws of the state of Utah, it provides that the greater protections to consumers under Utah law are not inconsistent with the FDCPA. Utah law provides a statute of limitation under §§ 78-B-2-307 and 309 of the Utah Code (2010) with respect to the collection of debt. The FDCPA does not. Therefore, because Utah law provides a greater protection to the consumer than that provided under subchapter n. of the FDCPA, Utah law is the controlling law.

Utah Code §78-B-307 provides in part “[a]n action may be brought within four years . . . upon a contract, obligation, or liability not founded upon an instrument in writing . . .”. Section 78B-2-309 provides “[a]n action may be brought within six years . . . upon any contract, obligation, or liability founded upon an instrument in writing . . .”. Pursuant to the foregoing statutes, the debt Questar alleges belongs to me is uncollectible because the debt arises from 2003 – 2004 – more than six years beyond Utah's statute of limitations. Any attempt by Questar to collect on a debt that has not been proven to belong me and is prohibited from collection under Utah's statute of limitations would be a blatant violation of Utah law subject to civil penalties, costs and attorney fees.

The second sentence of paragraph 4 of your letter states as follows: “[T]he **Utah Natural Gas Tariff** . . . states, ***“To have service restored after termination for nonpayment, a customer must first pay a connection fee as set forth in § 8.03, and must also pay the delinquent balance in full or execute a Deferred Payment Agreement, if eligible.”*** You also advise that I am eligible to enter into a Deferred Payment Agreement. Please be advised that inclusion of this paragraph, in the way it was presented (bolded and underlined), is deemed by me to be an implied threat by Questar to shut off gas service to my current residence if I fail to enter into a Deferred Payment Agreement within ten (10) days of the date of your letter (December 4, 2014). I consider this written statement to be threatening, intimidating, and harassing.

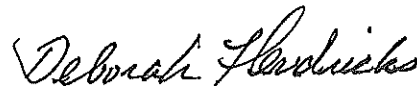
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This matter is being disputed through the Utah Public Services Commission (UPSC) and as such, gas service cannot be discontinued until this disputed matter is resolved provided that current gas service is paid on time. Payment for my current service is due December 11, 2014. Payment on that service was made on December 8, 2014 and as of this date, that payment has cleared my bank account. Therefore, I am in compliance with the requirements of the UPSC regarding disputed matters.

According to the UPSC, my informal complaint against Questar requires a response from Questar aimed at settlement of the disputed matter. Questar's recommended resolution is to allow me to enter into a Deferred Payment Agreement. This offer is rejected. Questar has not proven that the debt they allege belongs to me is actually mine and Questar ignores the fact that Utah's statute of limitations on debt collection makes this debt, regardless of who it belongs to, uncollectible. I am not willing to waive my right to the consumer protections afforded to me under Utah Code §§ 78-B-2-307 and 309. By way of counteroffer, I recommend that Questar comply with Utah law and write off the debt as uncollectible.

Thank you for your consideration.

Sincerely,



Deborah L. Hendricks

❖ dlh

cc: Stephanie Liebert
(via email – sliebert@utah.gov and U.S. Mail)

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DEC 10 2014

Sent To *Elia Lopez - Quetz Co. Inc.*
 Street & Apt. No. *1140 West 200 South*
 or PO Box No. *P.O. Box 45360*
 City, State, ZIP+4 *Salt Lake City, UT 84145-0360*

PS Form 3800, July 2014 See Reverse for Instructions

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