

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL)
COMPLAINT OF BRITTNIE) Docket No. 15-057-08
BOBERG AGAINST QUESTAR GAS)
COMPANY) Hearing before
) Administrative Law
) Judge Jennie Jonsson
)
)

Salt Lake City, Utah

Friday, September 11, 2015

Reported by: Jennifer E. Garner, RPR
Notary Public in and for the State of Utah
Job No.: 261255

1 Hearing in the matter of the formal
2 complaint of Brittnie Boberg against Questar Gas
3 taken at the Utah Public Service Commission, located
4 at 160 East 300 South, 4th Floor, Salt Lake City
5 Utah, on Friday, September 11, 2015, at 9:00 a.m.
6 before Jennifer E. Garner, Certified Court Reporter
7 and Notary Public in and for the State of Utah.

8

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APPEARANCES

10 On behalf of the Complainant:

11 Brittnie Boberg
12 Darron Boberg

13

14

On behalf of Questar Gas Company:

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On behalf the Division of Public Utilities:

23

24 Erica Tetter
25 Valerie Stewart

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PROCEEDINGS

MS. JONSSON: All right. Then we will go on the record in the matter of the formal complaint of Brittnie Boberg against Questar Gas Company. This is Docket Number 15-057-08. It's almost 9:00 in the morning. Today is September 11, 2015. This is the date and time set for this hearing. Let's get appearances on the record.

Ms. Boberg, are you representing yourself?

MS. BOBERG: My --

MR. BOBERG: Yes.

MS. BOBERG: Yes.

MS. JONSSON: And who do you have with you?

MS. BOBERG: My father, Darron Boberg.

MS. JONSSON: Okay. And for Questar?

MS. PRICE: Leora Price, paralegal.

MS. JONSSON: Okay. And anyone else?

MS. PRICE: And this is my witness, Elia Lopez.

MS. JONSSON: Okay. Very good. Is anyone from the Division here?

MS. TETTER: Erica Tetter.

MS. STEWART: Valerie Stewart.

1 MS. JONSSON: Thank you very much. All
2 right then. Ms. Boberg, are you going to be giving
3 testimony yourself rather than calling witnesses?

4 MS. BOBERG: Yes.

5 MS. JONSSON: Okay. And is your dad going
6 to give some testimony as well today?

7 MS. BOBERG: Yes, uh-huh.

8 MS. JONSSON: Then let me have you both
9 stand and I'll swear you in.

10 Raise your right hands. Do you solemnly
11 swear that the testimony you provide today is the
12 truth and that you do under penalty of perjury?

13 MR. BOBERG: I do.

14 MS. BOBERG: I do.

15 MS. JONSSON: Thank you. Go ahead and sit
16 down. Okay. I'll just let you go ahead and work
17 from there rather than coming up and sitting in the
18 witness box, okay?

19 MS. BOBERG: Perfect.

20 MR. BOBERG: Thank you.

21 MS. JONSSON: Okay. So why don't you go
22 ahead and give us something of an opening statement,
23 what you are going to show today, and then we'll see
24 where that takes us. Go ahead.

25 MS. BOBERG: Okay.

1 I put the bill in my name so the gas and the electric
2 would not go out.

3 So when I called in to put it into my
4 name, I'm not sure if I was informed then or a little
5 bit later that, since January, Katherine had not been
6 paying any of the bills. So all of those bills up
7 until then were now going to be my responsibility to
8 pay.

9 And I remember just going back and forth a
10 little bit -- and I'm not sure of the day. I cannot
11 remember. I didn't look through the dates. But I
12 was talking to someone and she did say that, you
13 know, "Since you did benefit from it, you are going
14 to now have to be in charge of paying it."

15 And so -- and I was not aware that that
16 was just a done deal, that is what it was going to
17 have to be. I didn't know that I had a choice to
18 come into court and fight it. I was not aware of
19 that. They didn't give me those options. So I
20 just over the phone was just saying, "Okay. I guess
21 I'll have to do that."

22 And she said, "Okay, perfect. We can do
23 payment plans or you can just have it all in by
24 Friday."

25 And I said, "You know what? I'm going to

1 have to call my dad and see. He pays my bills, not
2 me. Let me get back to you on that."

3 And then when I called my dad, he informed
4 me that this was just all wrong, and I was not going
5 to have to be paying the bills. And that's when this
6 kind of whole feud started, so...

7 MS. JONSSON: Okay. And, Questar, do you
8 have an opening statement?

9 MS. PRICE: I just went blank. Sorry.
10

11 OPENING STATEMENT

12 MS. PRICE: Actually, at this time,
13 Ms. Boberg, when she had called in, it was on May
14 11th and we did -- you know, I do have the telephone
15 call, which was attached to the Answer, I
16 transcribed. And we do have the actual recording,
17 which was also forwarded to your attention.

18 And it was during that time Ms. Boberg did
19 mention that she was residing with roommates. She
20 did agree to the acquiring of the debt, and so that's
21 why we pursued at that point.

22 MS. JONSSON: Okay. Okay. Ms. Boberg, do
23 you want to let -- give me any additional information
24 or have you pretty much said what you think I need to
25 know?

1 MR. BOBERG: No. I think we need to make
2 a couple of arguments.

3 MS. JONSSON: Okay. Go ahead.

4 MR. BOBERG: First, in the statement -- in
5 the transcript statements, Ms. Boberg made it very
6 clear that she was not living with roommates at the
7 time, that the roommates had moved out.

8 MS. JONSSON: Okay.

9 MR. BOBERG: And that she was there alone
10 and she had a notice of disconnect and the
11 applicant's gas -- or gas bill, she had been paying
12 her part of that all along. I know because I'm the
13 guy that pays the bills. And, up to that point, we
14 thought we were current, and then we get a notice to
15 disconnect. And she had just had the power turned
16 off on her, and so she had to go through the same
17 thing with Rocky Mountain. Rocky Mountain was real
18 good to work with. They said they'd go after the
19 roommate, the applicant, and turn the power on in her
20 name, no big deal.

21 She kind of expected the same thing to
22 happen with Questar and that did not happen.
23 Questar, in my opinion, coerced her into -- and the
24 reason why I say coerced is because here is a notice
25 to disconnect, and I'm sorry, we cannot put this

1 power in your name until you've paid the bill or
2 agree to pay the bill.

3 MS. BOBERG: That was not in my name to
4 begin with.

5 MS. JONSSON: I understand.

6 MR. BOBERG: And so we're saying, wait a
7 minute. Okay. So I've got an 18-year-old daughter
8 who is not paying the bills but is on her own for the
9 last three months, first time ever.

10 And -- excuse me, my phone went off.

11 We're looking at this going, that's not
12 really fair to make that statement.

13 Then we get the Questar Gas to send us --
14 in this rebuttal -- let me pull this out here.

15 Sorry. They pull out the law for the Public Service
16 Commission and they truncated the rule. The rule
17 here says, "746-200-3," and then if I turn to that
18 page -- I sure hope I can find it quick.

19 Do you want me to go ahead and read this
20 rule; is that okay or...

21 MS. JONSSON: That's fine if that's what
22 you'd like to do. This is the cohabitation rule?

23 MR. BOBERG: Yes, it is.

24 MS. JONSSON: Okay. Go ahead.

25 MR. BOBERG: "An applicant is ineligible

1 for service at the time of application --" I assume
2 that is when she called in May. She was trying to
3 apply for gas. "-- the applicant is cohabitating
4 with a delinquent account holder," which she was not,
5 "whose utility service was previously disconnected
6 for nonpayment," which it was not.

7 MS. JONSSON: Okay.

8 MR. BOBERG: "And the applicant and
9 delinquent account holder also cohabitated while the
10 delinquent account holder received the utility
11 services, whether the service was received at the
12 applicant's present address or another address."

13 There's two exclusions here that make this
14 rule baloney for her, and this is what Questar is
15 arguing is why she should pay this bill.

16 MS. JONSSON: Okay. And I think that the
17 Commission's decision will turn on the correct
18 interpretation and application of that rule.

19 MR. BOBERG: Yeah.

20 MS. JONSSON: Yeah. So is that what you
21 would like me to --

22 MR. BOBERG: I'd like you to look at --

23 MS. JONSSON: -- is that what you have for
24 me right now?

25 MR. BOBERG: -- both of those things, yes.

1 Thank you.

2 MS. JONSSON: Okay. All right.

3 Do you have any questions for Ms. Boberg
4 or her father?

5

6

CROSS-EXAMINATION

7 Q. (By Ms. Price) What exactly -- I did --
8 I'm trying to recall off the top of my head -- in
9 your telephone conference, I do believe that your
10 roommate was residing with you because you moved in
11 on February 1st and she did not move out until the
12 end of April?

13 A. (By Ms. Boberg) That is correct.

14 Q. Okay. And so, that way, you were
15 cohabiting, which, as that rule would state --

16 A. Yes --

17 Q. -- that you were cohabitating.

18 A. -- but my name was never in the account.
19 I never signed anything with you guys. That was not
20 my deal. It was all in her name.

21 Q. Okay. But you did utilize natural gas
22 service while --

23 A. I did.

24 Q. -- residing and cohabitating --

25 A. Uh-uh, that's correct.

1 Q. -- with Ms. -- Katherine?

2 Okay. Thank you.

3 MS. JONSSON: Any other questions?

4 MS. PRICE: Not at this time.

5 MS. JONSSON: Okay. And do you want to
6 call your witness?

7 MS. PRICE: Yes, please.

8 MS. JONNSON: Okay. Would you stand and
9 raise your right hand?

10 MS. JONSSON: Do you solemnly swear to
11 tell the truth and do this under penalty of perjury?

12 MS. LOPEZ: I do.

13 MS. JONSSON: Thank you. Go ahead.

14

15 EXAMINATION

16 Q. (By Ms. Price) And, for the record, would
17 you please state your full name and your business
18 address?

19 A. My name is Elia Lopez. The business
20 address is 1120 West 200 South, Salt Lake City, Utah.

21 Q. And what is your title for Questar Gas?

22 A. I am a consumer affairs specialist.

23 Q. And, in your position as a consumer
24 affairs specialist, did you assist Questar in
25 investigating the complaint filed by Ms. Boberg?

1 A. I did.

2 **Q. And can you kind of explain what you found**
3 **during your investigation?**

4 A. Okay. So I received a complaint from the
5 Division of Public Utilities on June 12, 2015. The
6 complaint was filed by Brittnie Boberg. I reviewed
7 the account and found the recording of the call
8 Ms. Boberg made to Questar gas on May 11, 2015. In
9 her call, Ms. Boberg discussed the balance due with
10 our representative. She was offered and willingly
11 accepted a payment arrangement to pay the full amount
12 of \$216.44 on May 15, 2015. Also, the gas service
13 was set up in Mrs. Boberg's -- I'm sorry --
14 Ms. Boberg's name, per her request.

15 Our Questar collections department had
16 been reviewing the account, so I contacted them and
17 asked that the information be forwarded to me. I
18 received the information and found an indication that
19 the collections department had already provided the
20 cohabitation rule that they had discussed to the
21 customer in hopes of resolving this complaint.

22 Ms. Boberg was also likely told where the
23 cohabitation rule could be found online.

24 A copy of a lease showing Brittnie had
25 moved in on 2-1-2015 was included with the

1 information provided to me by Questar's collection
2 department. The lease had been provided to our
3 collections department by Ms. Boberg.

4 Based on the move-in date on the lease, I
5 submitted a billing correction to have Ms. Boberg
6 billed from 2-1-15 and forward, from the time she
7 moved in and benefited from the natural gas service
8 at this address.

9 The billing correction was completed on
10 June 16, 2015, and on June 17, 2015, I responded to
11 Ms. Boberg's complaint. In my response, I also
12 referred to page 9-2 of the Utah Natural Gas Tariff
13 stating, "Acceptance of a natural gas service
14 constitutes an agreement between Questar Gas and the
15 customer."

16 I also offered Ms. Boberg another payment
17 arrangement, if needed.

18 MS. JONSSON: Go a little bit farther in
19 the tariff. Doesn't it say that it does constitute
20 an agreement if there is no customer record or if
21 there is no signor?

22 MS. PRICE: I have it right here.

23 MR. BOBERG: It does.

24 MS. LOPEZ: 9-2.

25 MS. JONSSON: It says, "In the absence of"

1 something.

2 MS. LOPEZ: Yes. "In the absence of a
3 signature, the delivery of natural gas service by the
4 company and the acceptance of service by the customer
5 will be deemed to constitute an agreement by and
6 between the company and the customer for delivery and
7 acceptance of natural gas service under the terms of
8 this tariff."

9 MS. JONSSON: Okay. Does that conclude
10 your testimony?

11 MS. LOPEZ: No.

12 MS. JONSSON: Okay.

13 MS. LOPEZ: I apologize. I forgot where I
14 was.

15 MS. JONSSON: Okay.

16 MS. LOPEZ: So I also offered her another
17 payment arrangement, if needed. I didn't know if the
18 money was the issue and she needed to make
19 arrangements.

20 Brittnie benefited from the gas service
21 from February 1st forward, so she was only billed
22 from February 1st forward, when she actually received
23 the benefit of the gas service also. I had provided
24 her with an itemization to show her her -- to show
25 her the adjustment that was made to the account and

1 to show her the new balance on the account.

2 MS. JONSSON: Okay. Does that conclude
3 your testimony?

4 MS. LOPEZ: Yes. Thank you.

5 MS. JONNSON: Ms. Boberg, do you have any
6 questions for Ms. Lopez?

7 MR. BOBERG: Yes, just the one.

8

9

CROSS-EXAMINATION

10 Q. (By Mr. Boberg) What would have happened
11 if she had decided, "No, I don't accept this
12 responsibility of this bill? Please do not put this
13 account in my name"; where would she have been? What
14 would have happened then?

15 MS. JONSSON: So let me just tell you, if
16 Questar has a clean policy for that situation, it
17 would be helpful. But if you are just sort of
18 guessing about what you likely would do or might have
19 done, I'm not sure that's going to be helpful.

20 Q. (By Mr. Boberg) At this point in time,
21 you've got a gal who has a notice to disconnect, and
22 she calls and says, "Guys, I've been paying this bill
23 but my roommate hasn't -- the applicant has not been
24 paying this bill and has now moved out. What do I
25 do," what would you guys have told her if she'd said,

1 **"No, this is not my bill; I cannot do that"?**

2 A. The collections process --

3 MS. JONSSON: Do you have an answer?

4 MS. LOPEZ: Likely the collection process
5 would have proceeded and eventually the gas would
6 have been shut off.

7 MS. BOBERG: The gas already had been shut
8 off.

9 MR. BOBERG: No, the gas had not been shut
10 off. The power had.

11 MS. BOBERG: Oh, okay.

12 MS. JONSSON: And you had a notice of
13 pending disconnect but it had not been shut off?

14 MR. BOBERG: Yes.

15 MS. JONSSON: So it is Questar's policy to
16 offer someone in Ms. Boberg's position a payment
17 plan, but if the person declines, then you proceed
18 with a shut off; is that correct?

19 MS. LOPEZ: Likely the credit process
20 would have continued because, at that point, nobody
21 was paying the gas service that we were providing and
22 it wasn't being paid. She had received this ten-day
23 letter. It would have been followed up by --

24 MR. BOBERG: Okay. Excuse me for a
25 second.

1 MS. JONSSON: Let her finish. Let her
2 finish.

3 MR. BOBERG: Okay. Sorry.

4 MS. JONSSON: Let her finish. Go ahead.

5 MR. BOBERG: Go ahead.

6 MS. LOPEZ: Followed by the door hanger,
7 the gas likely would have been shut off had she not
8 contacted Questar Gas.

9 Q. (By Mr. Boberg) Who received that letter?

10 A. It was mailed to the premise.

11 Q. Okay. But who -- who was it mailed to at
12 that premise? Because that's real important
13 information.

14 A. The account holder at the time, I believe,
15 was Katherine Chavez.

16 Q. So Katherine received a notice of shutoff
17 and -- that the bills were late but not Brittnie
18 because she wasn't the applicant.

19 If Brittnie had called and said, "Guys,
20 I'd like to talk about this bill" as not being the
21 applicant, would you guys have been able to talk to
22 her about that bill at any one point in time?

23 A. I'm afraid I didn't look at Katherine's
24 account to see if Brittnie was noted as a roommate.
25 Had Brittnie been noted as a roommate, yes, we would

1 have spoken to her.

2 Q. And I assure you she was not. So what
3 would have happened?

4 A. Okay. The cohabitation rule would have
5 kicked in if Brittanie was there. We do have an
6 investigations department. Our collections
7 department, that is what they do. They would have
8 investigated who was living there to see who was
9 responsible for the usage.

10 Q. Let me go back and ask the question again.
11 In March, in February, if Brittanie had called and
12 said, "I'd like to talk about my bill at this
13 apartment," would she have gotten anywhere with the
14 person on that phone?

15 A. It would have depended on how the
16 conversation went. If Brittanie --

17 MS. JONSSON: I think that's probably as
18 far as we are going to get, and I think I have what I
19 need.

20 MR. BOBERG: Okay.

21 MS. JONSSON: Okay. So my question is:
22 To what extent has Questar pursued Ms. Chavez as the
23 signature and as the applicant, the account holder at
24 that time?

25 MS. LOPEZ: Brittanie's proved that she had

1 been benefiting from the gas service from
2 February 1st forward.

3 MS. JONSSON: Right. As had Ms. Chavez.

4 MS. LOPEZ: I'm afraid we have no
5 knowledge of when Chavez moved out. So Brittne has
6 only been billed from 2-1-15 forward, from the time
7 she has benefited.

8 MS. JONSSON: I understand.

9 MS. LOPEZ: Okay. Whatever remained on
10 the account, whatever balance was there in
11 Katherine's name --

12 MS. JONSSON: Right.

13 THE WITNESS: -- we have a collections
14 department and collection agencies to deal with that
15 balance.

16 MS. JONSSON: So here is my question,
17 okay, because the Commission is quite concerned about
18 this, the extent to which the utility considers that
19 people who are in a roommate or shared space
20 situation but not -- not cohabitating under the
21 definition in divorce law or what would apply to
22 terminate alimony, okay, but who are sharing space,
23 are cohabiting -- for example, if an adult child
24 moved in with his parents for a month, would Questar
25 go after that child for unpaid gas bills during that

1 month?

2 MS. PRICE: It's a good question.

3 MS. LOPEZ: I think their -- our
4 collections department would have to answer that, our
5 fraud and collections. It would basically be based
6 on the scenario. So are they sharing premises?

7 MS. JONSSON: And that's why -- that's
8 why I'm asking because I don't think Questar would
9 argue that it gets to collect from everybody jointly
10 and severally. All you get is the amount of the
11 bill. So the question is: Why do you get to choose
12 who pays it? When you have a signature and you have
13 an account holder and you have a collection process,
14 why do you get to choose not to pursue collection
15 with the account holder and instead to pursue
16 collection with someone who has moved into the space?
17 That's the question.

18 MS. LOPEZ: We're holding Brittnie
19 responsible -- Ms. Boberg -- from the time that she
20 showed the lease that she was there --

21 MS. JONSSON: I understand that. Let me
22 ask it this way: Why are you not holding Ms. Chavez
23 responsible?

24 MS. LOPEZ: Ms. Chavez is responsible for
25 the previous balance that was not transferred to

1 Brittnie because she --

2 MS. JONSSON: If Brittnie can show you
3 that Ms. Chavez was in the room -- in the premises at
4 the same -- over the same period of time that she was
5 also the account holder, why are you not pursuing
6 Ms. Chavez?

7 MS. LOPEZ: I think roommates are a bad
8 situation, but we don't know what agreements they
9 had. We are not privy to their agreement as far as
10 how they separated their utilities.

11 MS. JONSSON: Agreed. But you had an
12 agreement with Ms. Chavez. Why are you not seeking
13 to enforce that agreement? Why are you instead
14 seeking to create a new agreement to substitute for
15 it?

16 MS. LOPEZ: She willingly set up an
17 arrangement to pay the \$216.44 on the 15th of May.
18 She willingly accepted that responsibility --

19 MR. BOBERG: I wouldn't agree with that.

20 MS. JONSSON: I understand what you're
21 saying.

22 MS. LOPEZ: -- in the call. So in the
23 call of May 11, 2015, when this discussion took
24 place, Ms. Boberg willingly accepted a payment
25 arrangement for that balance.

1 MS. JONSSON: Okay. So let me explain to
2 you the Commission's concern. The Commission's
3 concern is that if you have an account holder and
4 somebody with whom you have a contractual arrangement
5 in a premises, your remedy, arguably, is to pursue
6 collection with that person, not to simply choose the
7 easier person to find in order to get a payment, and
8 that's the Commission's concern. So I'd like you to
9 respond to that.

10 MS. PRICE: I apologize.

11 MS. LOPEZ: Yeah, well, I mean, at this
12 point, like I said, we are basing it off of the
13 cohabitation rule and off of the fact that she
14 benefited from the gas service during the time that
15 she was there. She moved in on February 1st,
16 benefited from natural gas service; that's why we
17 were asked -- we explained that to her and she
18 accepted it.

19 MS. JONSSON: And you read the rule as
20 releasing you from any obligation to pursue
21 collection against anybody else, being able to choose
22 your payee from among whomever you can find?

23 MS. LOPEZ: Ms. Chavez will be pursued for
24 the balance from when she put the gas into her name
25 until Brittnie willingly assumed the account. And I

1 still -- we still released some of the balance
2 because we did not bill Brittnie until the move-in
3 date on her lease.

4 MS. JONSSON: I understand. I don't think
5 I need anything else.

6 Do the parties want to make closing
7 statements?

8 MS. PRICE: Not at this time.

9 MS. JONSSON: Ms. Boberg, do you want to
10 make a closing statement of any kind?

11 MS. BOBERG: No.

12 MS. JONSSON: All right. Well, then, with
13 that, I think we can close this hearing.

14 The Commission is very knowledgeable about
15 this case and is very concerned about it and about
16 what precedent it might set. The order that issues
17 will be under the Commission's name, not under mine.

18 Any questions before we close?

19 Okay. Thank you all very much.

20 (The hearing ended at 9:20 a.m.)

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REPORTER'S HEARING CERTIFICATE

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

I, Jennifer E. Garner, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That prior to being examined, the witnesses were duly sworn to tell the truth, the whole truth, and nothing but the truth;

That said proceeding was taken down by me in stenotype on September 11, 2015, at the place therein named, and was thereafter transcribed, and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND AND OFFICIAL SEAL this 16th day of September, 2015.



Jennifer E. Garner, RPR
Notary Public
Residing in Summit County