"4021884036 Asset Protection Trust, Irrevocable, Inception Date 05.08.2019"

C/o and Property Managed by "Real Estate: Investment, Management, Brokerage,

Development, LLC" (or RE:IMBD LLC for short). (a registered LLC in the state of Utah "in good

Accor #

standing")

3534 E. Wasatch Grove Lane

Cottonwood Heights, UT 84121

C/o "Property Manager"

Email: RE.IMBD.LLC@gmail.com

Phone c (801) 300-9640

Public Service Commission, Regulates Gas Company (Dominion Energy)

State government office in Salt Lake City, Utah

Heber M. Wells Building

160 East 300 South, 4th Floor

Salt Lake City, UT 84111

Phone: 801-530-6716

Fax: 801-530-6796

Toll Free: 866-772-8824

Mailing Address:

P.O. Box 4558

Salt Lake City, UT 84114-4558

C/o Michael Hammer, Legal Counsel/ Administrative Law Judge, (801) 530-6729

C/o Yvonne Hogle, Legal Counsel/ Administrative Law Judge, (801) 530-6709

C/o Thad LeVar, Commission Chair

TO EZICHT SUBMIT

TWIRITMOS

Division of Public

Former PSCOUTHER CONFLICTS

Dominion Energy

1140 West, 200 South

P.O. Box 45360

Salt Lake City, UT 84145-0360

(800) 323-5517

C/o Abby Magrane, abbie.magrane@dominionenergy.com

Utility Gas Customer That Cannot Get Gas Service and Heat for The Occupants of Home, Unless They Agree to an Illegal and Unfair Contract

Re: 03.15.2021: Gas Customer Requests Intervention and Help by Public Service Commission (regulates Dominion Energy) With Dominion Energy for Its Abuses and Refusal to Provide Gas (Heating Service) at Legal and Fair Terms and Attempting to Force Customer Into an Illegal Contract to Avoid Customer to Have the Protections of the "Laws of the Land" (State of Utah) at "402 Aspen Road, Francis, UT 84036, Lot C-18"; Owned by "4021884036 Asset Protection

Trust, Irrevocable, Inception Date 05.08.2019" C/o and Property Managed by "Real Estate: Investment, Management, Brokerage, Development, LLC" (or RE:IMBD LLC for short).

Dear Michael Hammer, Legal Counsel/ Administrative Law Judge; Yvonne Hogle, Legal Counsel/ Administrative Law Judge; and Thad LeVar, Commission Chair:

We have been attempting to gain gas service in a legal, safe and reasonable way for over two years without success so the occupants of this residence can have heat in their home for the comfort and safety of their family; however Dominion Energy and Abby Magrane, Dominion Energy's Legal Counsel have refused gas services on reasonable and safe terms and have misused their monopolistic position to abuse "the customer" attempt to force the customer into several legal agreements, which in effect "avoid the laws of the land (state of Utah)".

So we "the customer" ask for a dialogue and correspondence to intervene and sort out the matter in a timely way. The residence cannot be occupied by the intended occupants without heat that Dominion Energy refuses to supply energy for.

- 1. The customer does NOT want to sign an agreement that requires them to "Pay Dominion Energy's legal costs" in case of any legal dispute; but, so far Dominion Energy has refused to open an service and a billing account for the customer in the correct and official name-if effect refusing service and heat-for the last two years.
- a) The nature of this clause in the billing agreement "customer must pay Dominion Energy's legal costs in case of legal dispute and related to collection costs", in effect creates a situation in which the "customer" cannot contest or challenge any wrongful billing or charges that Dominion Energy claims; and the customer cannot apply the "laws of the land" if Dominion Energy abuses their position-so the customer thinks having to pay "Dominion Energy's legal costs and collection costs in case of legal dispute is unfair and illegal.
- 2. The "customer" refused to sign two of such agreements proposed by Dominion Energy and Dominion Energy responded by:
- a) Withholding service for gas greater than two years so far. Dominion Energy says: "Well, we can just wait forever, until and unless the "customer" signs whatever agreement we want-forcing the customer into the illegal and unfair agreement-which is not an "agreement" at all.
- b) Had a local Dominion gas company representative trespass on the property to make fun of and ridicule the builder's workers for wearing safety equipment such as a mask during the Covid-19 pandemic and a helmet during height, siding work.
- c) Had service agreement, local customer service representative, refuse to open an account for the "customer" in the proper name and billing address after several requests. The customer

service continuously wrongfully puts the wrong name on the customer service agreement after several of the customer's requests.

- d) Had the local Dominion customer service say: "You have to pay us (Dominion Energy) whatever we want, otherwise you signed and agreement saying you will pay for all our attorney fees"-to intimidate and harass the "customer"; though the "customer" refused to agree to the terms, instead indicating: "Signed in dispute".
- e) Dominion energy created a billing account for the property address without informing the customer of charges to be billed and requesting consent of the charges: withholding "informed consent". And, Dominion Energy is attempting to force the "customer to sign an agreement that states: "2. Customers agree to pay interest charged on unpaid accounts at the rate provided by the governing tariff, as well as court costs, attorney fees and collection agency fees incurred in the collection of unpaid accounts."; however Dominion Energy did not request consent of charges it billed. Attorney fees could result in charges greater than the property's value-thus putting the customer in a position in which it cannot really use the laws of the land to dispute any charges and could in-effect force the customer to forfeit the property-create an undue massive legal cost and or liability for the customer.
- f) Dominion Energy installed gas lines on the property without using proper trench digging safety procedures such as barriers for its "in trench workers";
- g) Dominion Energy representative visited to "blue stake" the gas lines before a customer excavation. The Dominion energy worker was smoking a cigarette (gas and cigarettes-yikes!, scary!) are a safety risk. The customer does not feel like it can contest or challenge the visit for fear of reprisal from Dominion Energy-"i.e. you have to pay all our legal costs in case of dispute or complaint..."
- 2. Therefore, the customer requests the "Public Service Commission" for the state of Utah to a) Request Dominion Energy install and accept the proper account billing for this property which is:

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EIN# 83-4611377

b) Declare/ rule that any legal contract clause in which "customer is required to pay Dominion Energy's attorney fees in case of the legal dispute".- is illegal as it unfairly prohibits the customer from enforcing its rights working with "the laws of the land"-the state of Utah and wrongfully assumes the customer, legal party is admitting its claim is lost, which the customer would not.

Yours truly,

"Customer for Gas Services by Dominion Energy".



Dominion Energy 1140 West 200 South P.O. Box 45360 Salt Lake City, UT 84145-0360 Tel (800) 323-5517

03/01/2021



MANAGEMENT, BROKERAGE, DEVELOPMENT LL REAL ESTATE C/O PROJECT MANAGER 3534 E WASATCH GROVE LN COTTONWOOD HEIGHTS UT 84121-5980

Account

Service Address: 402 Aspen Rd Francis, UT 84036

GAS SERVICE SIGNATURE-IDENTIFICATION AGREEMENT

Please return within 10 days

We appreciate your request for gas service. Dominion Energy requires your account to be secured with a signature and in some cases, a security deposit. If you have questions about this information, please call us at 1-800-323-5517, Monday through Friday, 7 a.m. to 6 p.m., or visit DominionEnergy.com

Si necesita ayuda en Español, por favor llame a Dominion Energy al número 1-800-323-5517, de Lunes a Viernes de 7 a.m. a 6 p.m., o visite DominionEnergy.com.

By signing below, I acknowledge that I have read the following and agree to the terms and conditions.

- 1. Customer agrees to pay for natural gas service at the above address in accordance with applicable Utah and Wyoming rules and tariffs now in effect or as lawfully amended. Idaho residents are governed by the Utah rules and tariff.
- 2. Customer agrees to pay interest charged on unpaid accounts at the rate provided by the governing tariff, as well as court costs, attorney fees and collection-agency fees incurred in the collection of unpaid accounts. The interest rate is also applicable to judgment interest.
- 3. Customer agrees to permit employees or agents of Dominion Energy to go upon the service address during reasonable times to install, inspect, maintain, service and repair the service lines; read the meter; and provide other service and repair work as needed. Customer will not permit anything to be done to the meter or service line that may cause damage or an unsafe condition, including but not limited to building any improvements, other than landscaping, walks and driveways, over the line. If any of the foregoing are done, Dominion Energy may refuse or terminate service until the conditions are corrected at the customer's expense.
- 4. If customer is a corporation, partnership, limited liability company, other business entity, the signing of this agreement certifies the signer's authority to bind the named entity.
- 5. Dominion Energy may terminate service if customer fails to pay for services rendered, provides false information, unlawfully uses service or fails to provide meter access.

Customer Signature	Date:	Drivers License or ID No:	
x			
Printed Name:	Soc. Sec. No./Tax ID No		Daytime Phone No:

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Rev: 05/2017

Dominion Energy 1140 West 200 South P.O. Box 45360 Salt Lake City, UT 84145-0360 Tel (800) 323-5517

02/23/2021

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MANAGEMENT, BROKERAGE, DEVELOPMENT LL REAL ESTATE C/O RE. INDV. LL: PROJECT MANAGER 3534 E WASATCH GROVE LN COTTONWOOD UT 84121-5980





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- 5. Dominion Energy may terminate service if customer fails to pay for services rendered, provides false information, unlawfully uses service or fails to provide meter access.

Customer Signature	Date:	Drivers License or ID No:	
X			
Printed Name:	Soc. Sec. No./Tax ID No	:	Daytime Phone No:

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