

04.04.2021

██████████ 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
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

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: 04.15.2021: Formal Complaint After Informal Complaint Received Not Relevant and
Material Response. Gas Customer Again 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:

Please stop Dominion Energy's criminal attorney from harassing us and attacking us. It is interfering with our employment.

1. First of all we have been trying to get gas heating service in a fair and reasonable way for this property for over two years without a result.
2. The typical customer like us-and we will inform you-that we cannot afford; and cannot reasonably "contest" with the multibillion dollar gas company and its endless supply of attorneys to argue their abuses against us are justified.
 - a) So we want the Gas Company or the Commission to pay for and grant us and donate to us an equal legal team and expenses that the gas company to protect our customer and consumer rights-absent that request there is no way a gas customer can be treated fairly and legally.
3. We have gone through the informal complaint process with no material response or compromise and now are due a formal complaint.
 - a) The gas company has hired an attorney who is attacking and seeking to target someone who is not an owner to the property or a manager. The gas company seeks to retaliate and punish those who complain about its misbehavior and illegal behavior. And we want it to stop.
4. Some of the complaints are that the customer has a right to ONLY have its name mentioned and not a personal name mentioned.
 - a) This property is owned by a trust and no person; so the responses should only be to that trust.
 - b) The property is only managed by an LLC; so the responses should only be to that LLC and not a person.
 - c) The gas company's attorney is seeking to defame and attack a person publicly during the complaint to interfere with that person's personal life and home. And that person wants the Public Service Commission to pay the legal bills for that person to be shielded from the attacks of the gas company and the personal name to be redacted from all correspondences regarding the matter.
5. Further, the customer does NOT want to and has not agreed to pay any legal costs, collection costs, maintenance costs and other costs related to the gas line and service.
6. Further, the customer wants to be informed of any charges "informed consent".
7. Further the customer cannot "protect gas equipment"-most of which is underground.

8. The customer requests a "jury" and wants an agreement which specifies that the customer "is not responsible for the gas company's attorney fees";

9. Further, "...the customer cannot fully interpret and understand the legal contract.....so a no cost attorney should be provided to each customer to work out a fair and legal agreement. A customer should not have to be an attorney to gain fair gas service.

10. What the customer does know without being an attorney is that:

a) The customer will not pay and should not pay the gas company's attorney fees-which the contract requires.

b) The customer would not hold the gas company harmless for its work-why would the customer do that-the customer has no knowledge of gas line construction.

c) The customer has a right to be informed of costs involved and accept or decline-however the gas company does not inform the customer of the costs-and instead threatens to sue and put a lien on the property for attorney fees.

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 an 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. And the customer did not wear a mask during the Covid-19, pandemic as required by the customer/ property ownership and the county law. 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:

"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). EIN# [REDACTED]
3534 E. Wasatch Grove Lane
Cottonwood Heights, UT 84121
C/o "Property Manager"
Email: RE.IMBD.LLC@gmail.com
Phone c (801) 300-9640

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.

Please accept this formal complaint (after the informal complaint) was ignored; intervene on our behalf; provide us "no cost legal assistance" because we cannot compete with Dominion Energy's legal resources; require Dominion Energy to provide us service at an informed cost including removing contract clauses that are illegal and unfair.

Yours truly,
"Customer for Gas Services by Dominion Energy"

Dominion Energy Utah
Consumer Affairs
1140 West 200 South, Salt Lake City, UT 84104
Mailing Address:
P.O. Box 45360, Salt Lake City, UT 84145
DominionEnergy.com



RE:IMBD LLC
c/o Project Manager
3534 E Wasatch Grove Ln
Cottonwood Heights, UT 84121

March 30, 2021

Attention: Project Manager at 402 Aspen Rd, Francis, UT 84036

This letter is in response to your complaint filed with the Division of Public Utilities. Thank you for the opportunity to respond to your concerns.

Please see the enclosed response provided by Justin T. Toth from the law firm of Ray Quinney & Nebeker.

Sincerely,

A handwritten signature in cursive script that reads "Elia".

Elia Lopez
Customer Relations Specialist
Western Gas Distribution

elo

Enclosures

cc: Division of Public Utilities



March 30, 2021

VIA EMAIL AND FIRST CLASS MAIL

Wrote NAME AGAIN

IMBD LLC, Project Manager — RE: IMBD LLC
3534 E. Wasatch Grove Lane
Cottonwood Heights, UT 84171
RE.IMBD.LLC@gmail.com

Re: **Response to Informal Complaint No. C21-0046 (DEU Account No. [REDACTED]; 402 Aspen Road, Francis, Utah)**

SALT LAKE CITY OFFICE
40 West 4500 S
Salt Lake City, Utah
84119

1100 East 9000 South
Salt Lake City, Utah
84119

801 531-1800 TEL
801 531-7910 FAX
www.ren.com

PROVO OFFICE
1100 N. University Blvd
Suite 400
Provo, Utah
84601-4400

801 531-1800 TEL
801 375-0019 FAX

Dear Project Manager:

We received your informal complaint from the Division of Public Utilities dated March 23, 2021 (the "2021 Complaint") and welcome the opportunity to address the issues raised in your letter. We hope you will find the information provided in this letter helpful and that it adequately addresses your concerns.

In your letter, you indicated that Dominion Energy Utah ("DEU" or the "Company") has withheld gas service at the property located at 402 Aspen Road in Francis, Utah ("the Property") for two years. DEU's records reflect that in 2018, [REDACTED] objected to certain work being performed at the Property by DEU and sent a number of communications to DEU at the time. In addition, [REDACTED] also contacted the Utah Division of Public Utilities to express his concerns. DEU promptly responded to [REDACTED] and the Utah Division of Public Utilities and addressed each concern.

Use of personal name prohibited

According to DEU's records as part of the communications received in November of 2018, [REDACTED] expressly prohibited DEU employees from entering the Property for any reason. In 2018, one of the objections [REDACTED] had was related to the need for a larger meter at the Property based on the btu measurements provided to DEU by the City of Francis. [REDACTED] at the time refused to pay the additional costs associated with the meter that the residence required due to the extra btus. In January, 2019, DEU explained in a letter to [REDACTED] why the larger meter was required to safely accommodate the btu load for the residence on the Property. DEU did not receive any further communication from [REDACTED], or anyone else, regarding installation of that gas meter to the Property until February of 2021, at which time, you sent an email requesting direction on how to get a meter turned on. Following the receipt of this inquiry, DEU promptly responded and subsequently installed the larger meter after payment of the additional fees associated with the larger meter was received.

You also expressed concern about the indemnity provision in the DEU Service Line Agreement. This agreement is a form agreement that all new

customers sign to receive a DEU natural gas service line. The indemnity provision in the agreement you referenced is legal, appropriate and consistent with the governing provisions of the Company's Utah Natural Gas Tariff No. 5 (the "Tariff"). Section 7.02 of the Tariff provides that "[t]he customer will indemnify the Company against all claims, demands, cost or expense for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the serving or use of gas service by the customer or at the customer's side of the point of delivery." The indemnification provision in the Service Line Agreement imposes the same types of indemnity requirements, and specifically indicates that customers will not be liable for, or have an indemnity obligation for, any negligent or willful acts by DEU.

We understand your desire to have natural gas service placed in the name of "RE:IMBD LLC." Company records indicate that the Project Manager contacted the Company on February 23, 2021 and requested to have gas service commence in the name of "Real Estate: Investment, Management, Brokerage, Development LLC." On February 23, 2021, DEU commenced service in the name requested. Subsequently, on March 1, 2021, Project Manager called the Company and requested that the account be placed in a different name: "Re:IMBD LLC." The Company has since made this change as requested.

You also expressed concern that your bill from DEU included unauthorized charges. DEU is uncertain which specific charges are of concern to you, but Company records show that during the March 1, 2021 call, the Property Manager expressed concern about a connection fee applied to the account. Section 8.03 of the Tariff provides that customers will pay a connection fee for the connection of their gas meter. The connection fee applicable to new construction is known as a "Limited Connection Fee." The Limited Connection Fee of \$15.00 is required pursuant to the Tariff; the remaining additional amounts contained in the bill are taxes. The current bill reflects the Limited Connection Fee plus taxes.

In your letter, you also made statements about requirements for trench protection during the work DEU did at the Property in 2018. Trench protection is required only if a trench is more than five feet deep. The trench where the service line was placed was not in excess of five feet in depth. Therefore, the meter service line that was installed to the Property in 2018 did not require trench protection. You also raised issues about employee conduct at the Property. The Company takes employee conduct issues very seriously and requires that its employees always demonstrate professional behavior in their interactions with customers. DEU will promptly investigate your claims and determine if further action and/or training is necessary for those employees.



Finally, you indicated that you would like to "Barr workers for trespassing and illicit behavior at the customer's property." As a condition of service of natural gas to the Property, the Company must have access to the service line and meter on RE:IMDB, LLC's Property. The service line and meter belong to DEU and providing access for purposes of constructing, maintaining, repairing, and replacing that equipment is a condition of receiving natural gas service under the Utah Tariff. Section 7.04 of the Tariff provides that "[t]he Company may at any time examine, change, or repair its property on the premises of the customer and may remove all such property upon or termination of service or at any time thereafter." Section 7.05 of the Tariff further requires that those requesting service from the Company provide any access that is necessary for construction and maintenance of the Company-owned facilities.

1000 LAKE CITY OFFICE
 P.O. BOX 1467-5
 2000 Lake City, Utah
 84302-1467

1000 W. Park Blvd.
 Suite 100
 Salt Lake City, Utah
 84119

501 832-1800 TEL
 201 832-7513 FAX
 www.wgn.com

PROVO OFFICE
 10 North University Ave
 Suite 40
 Provo, Utah
 84601-4400

801 843-2100 TEL
 801 843-8279 FAX

We hope you find this information useful and that it resolves your concerns.

Sincerely,

RAY QUINNEY & NEBEKER P.C.

/s/ Justin Toth
 Justin T. Toth

CC: Gwen Flores, Utah Division of Public Utilities
 gfflores@utah.gov

1561951



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

03/26/2021

0000392 T=0000100
[Barcode]

392 1 AB 0.426
[QR code]
RE:IMBD LLC
C/O PROJECT MANAGER
3534 E WASATCH GROVE LN
COTTONWOOD HEIGHTS UT 84121-5980

Account: [REDACTED]

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. *What are these charges? Customer must be informed*
- 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. *No!*
- 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. No.*
- 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.

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