

RECEIVED  
SEP 13 2024

FORMAL COMPLAINT FORM  
PUBLIC SERVICE COMMISSION  
Heber M. Wells State Office Building  
160 East 300 South, Fourth Floor  
P.O. Box 45585  
Salt Lake City, Utah 84114

Complaints are public documents and are maintained on the Public Service Commission website.  
Further information on formal complaints is available at: <https://psc.utah.gov/complaint-process/>

1. Name of Complainant: Dane T Bartholomew

Address: 2255 S 300 E B501 Salt Lake City, UT 84115

Telephone No.: 801-664-9907

Email Address: dtbartholomew32@gmail.com

Preferred method of contact:  Email or  U.S. Mail

*If represented by counsel, list:*

Name: Glenn Bartholomew, Father

Address: 13304 S Nashi Ln Draper, UT 84020

Telephone No.: 801-888-7653 Email Address: statetax@comcast.net

2. The utility being complained against is: Dominion Energy

3. What did the utility do which you (the Complainant) think is illegal, unjust, or improper?  
Include exact dates, times, locations and persons involved, as closely as you can.

The measures taken ignore basic state and consumer credit protection laws.

The measures taken were grossly disproportionate to the unpaid balance.

All attempts to contact Dominion Energy have been met by denials that the said account existed.

4. Why do you (the Complainant) think these activities are illegal, unjust or improper?

The facts speak for themselves.

5. What relief does the Complainant request?

Compelling Dominion Energy to adjust the original invoice and force its collection agent to resolve.

6. Signature of Complainant 

Date: 8/8/2024

**NOTE: Submit complaint by email or U.S. mail.** (<https://psc.utah.gov/psc-filing-requirements/>)

**Glenn Bartholomew**  
13304 S Nashi Ln, Draper, UT 84020

**Dane Bartholomew**  
Apartment since 2255 S 300 E B501, SALT LAKE CITY, UT 84115-2898

September 9, 2024

PUBLIC SERVICE COMMISSION  
Heber M. Wells State Office Building  
160 East 300 South, Fourth Floor  
P.O. Box 45585  
Salt Lake City, Utah 84114  
[cvdumas@utah.gov](mailto:cvdumas@utah.gov)

Utah Division of Public Utilities  
P.O. Box 146751  
Salt Lake City, UT 84114-6751  
[UTILCOMP@utah.gov](mailto:UTILCOMP@utah.gov)

Enbridge Gas AKA Dominion Energy Services  
1140 West 200 South  
Salt Lake City, UT 84104

PRIMUS LAW PC  
PO Box 25727  
Salt Lake City, UT 84125-0727  
[jonathan@primus.law](mailto:jonathan@primus.law)

To Whom It May Concern:

**Property through 1/18/23:** 7865 South Bingham Junction Blvd, A407, Midvale, Utah 84047  
**Dominion Energy Account:** [REDACTED]

Pursuant to Public Service Commission Rules of Practice and Procedure, Section R746-3(A), (B), (C) & (F), Dane Bartholomew submits this formal complaint and is requesting a hearing before the Public Service Commission. Attached is the standard PSC form with the basic information.

I am responding on behalf of Dane Bartholomew and requesting that the Public Service Commission determine whether Dominion Energy and its assigns has complied with the letter and spirit of its alleged tariff provisions that purportedly allows for an unlimited legal sledgehammer to be used to enforce a modest unpaid gas bills without actually contacting the debtor. In this brief, we refer to this tariff as the 'legal cost tariff'. Based on the facts, we do not believe that that Dominion Energy ("Dominion"), Enbridge Gas ("Enbridge"), and their collection agent, Express Recovery Services ("ERS") are in compliance with federal and state credit collection laws nor the 'tariff' provisions regulating their fees.

We are presenting the facts fairly and objectively in chronological order and are attaching an exhaustive list of EXHIBITS in the APPENDIX that we will send electronically upon request. Please request electronic copies of these exhibits from [statetax@comcast.net](mailto:statetax@comcast.net) or download them from ONEDRIVE at <https://1drv.ms/f/s!Aj9W41R2-S3Cg4wXVtPnnY006Vda5Q?e=Wcntwk> . We are happy to further document any of these facts or correct them if in error.

## **FACTS**

1. On January 17, 2023, Dane voluntarily moved from Parc View in West Jordan to The Zeller in South Salt Lake. Unbeknownst to Dane, he owed \$140.13 on that day and would be assessed another \$69.11 some two days after moving out that included two days of post-tenancy.
2. On that same day, Dominion claims to have mailed a 10-day termination notice to Dane. Dane obviously no longer lived at the address and obviously did not receive the Dominion notice.
3. On January 20, 2023, three days after his tenancy ended, Dane was invoiced \$219.24 which included 3 days of gas while the apartment was under the control of Parc View.
4. On February 15, 2023, Dane was invoiced electronically for another \$64.34 for the 26 days the apartment was either under the control of Parc View as landlord and its new tenant.
5. Dominion admits that it did not contact Dane via telephone or email other than sending the generic Dominion bill which Dane mistook for gas in his new apartment, which was paid.
6. On April 3, 2023, Dominion claims to have "mailed a letter" to the address of its new customer residing in that apartment "advising of the outstanding balance and failure to pay would result in a referral to a collection agency." Obviously, Dane did not receive that letter.
7. On April 19, 2023, Dominion claims to have "regenerated an E-billing statement and sent it to dtbartholomew32@gmail.com." Also, Dominion claims "a copy of the final bill was sent to 7865 Bingham Junction Blvd #A407, Midvale, UT, 84047" which is

also the address of its new tenant with a separate account number. Obviously, Dane did not receive that letter.

8. Dominion claims “a copy of the final bill was sent to 13304 Nashi Ln, Draper, UT, 84020” which is not Dane’s residence and which no record exists. That address has a perfect payment history of 25 years.
9. Dominion admits it did not adjust its bill for his actual move out date.
10. Dominion admits it did not attempt to contact Dane over the telephone.
11. Dominion simply “assigned to Express Recovery Services (ERS) on May 1, 2023, the unpaid balance.
12. Dominion admits that ERS is required to send notifications to consumers within five days of placement, which is used as their initial communication. ERS claims to have sent the letter to the new occupant of the Parc View apartment within 2-3 days of receiving the account.
13. Dominion admits that ERS is subject to State and Federal Laws.
14. ERS filed a SUMMONS at 13304 S Nashi Ln in November 2023 received by Dane’s parents.
15. In responding to the SUMMONS, we requested following none of which was provided:
  - A. Document the notification of liability requirements of Parc View, Dominion, and/or the COLLECTION AGENCY in communicating an unpaid utility liability.
  - B. Provide evidence of all collection efforts made by the COLLECTION AGENCY, Dominion, and/or Parc View previously to notify the Defendant of unpaid liability.
  - C. Document the amount of unpaid liability indicating the dates and times of meter readings including the name of the person that made the readings, and the method of calculating the liability.
  - D. Document the internal procedures by Parc View and/or Dominion to ensure that incoming and outgoing residents pay only for that gas actually used during their residency. evidence of any attempts to collect the debt and evidence showing when and how the meter readings were made.
16. We contacted Dominion numerous times and were transferred to various departments all of which insisted no such account at the address had existed.
17. Dane responded to the SUMMONS and sent a check for the full amount plus interest to ERS conditioned on satisfaction of the obligation.
18. ERS destroyed the check as it was intent on the larger legal costs.
19. ERS filed a request for summary judgment and Dane rebutted.
20. The Third District Court denied summary judgment.
21. We immediately contacted the attorney and offer payment of the original liability.
22. ERS filed a second request for summary judgment asking for \$1500.
23. The THIRD DISTRICT COURT granted the request in spite of the disputed facts and legal issues.

- 24.** We contacted ERS who demanded full payment and hung up the phone, their normal and typical response to all phone calls.
- 25.** On July 1, 2023, we filed DANE BARTHOLOMEW, Complaint, Petition to PSC, DPU, 07.01.24.docx requesting the PSC, DPU and Dominion to intervene and opine whether Dominion and ERS had acted properly and lawfully in its collection efforts. A copy was sent to ERS.
- 26.** Prior to filing the SUMMONS in November of 2023, ERS made no claim as to having contacted Dane notwithstanding the fact that his address, telephone, and email had not changed.
- 27.** In Dane's response to SUMMONS provided a check for the full amount due plus interest but then requested the following information: "WHEREIN: If the COLLECTION AGENCY chooses not to accept this offer in full satisfaction of any debt, please:
  - a. Document the notification of liability requirements of Parc View, Dominion, and/or the COLLECTION AGENCY in communicating an unpaid utility liability.
  - b. Provide evidence of all collection efforts made by the COLLECTION AGENCY, Dominion, and/or Parc View previously to notify the Defendant of unpaid liability.
  - c. Document the amount of unpaid liability indicating the dates and times of meter readings including the name of the person that made the readings, and the method of calculating the liability.
  - d. Document the internal procedures by Parc View and/or Dominion to ensure that incoming and outgoing residents pay only for that gas actually used during their residency."
- 28.** Dane and I called Dominion multiple times throughout the process and was told that there was no record of Dane having an account at the Parc View address. This was done multiple times, being transferred many times each attempt.
- 29.** ERS did not reply to any of these requests and the 3<sup>rd</sup> Court dismissed ERS's request for summary judgment.
- 30.** Dane contacted ERS to submit the proper payment, but ERS chose to file another request for summary judgment increasing their demands to \$1,500 this time and the 3<sup>rd</sup> Court relented creating a JUDGEMENT, but the JUDGEMENT was sent to the wrong address and the attorney for ERS also sent its demand to the wrong address.
- 31.** Dane and I called Dominion again and had the identical result.
- 32.** To date, ERS has not documented its compliance with federal and state collections law, nor has it adjusted its bill for amounts accrued while the property was under the control of the subsequent tenant.
- 33.** We contacted ERS and ensured payment after the DPU and/or the PCU had ruled that ERS' interpretation of the legal cost tariff was legitimate.

34. On July 1, 2024, Dane Bartholomew authorized me to file the attached complaint with Utah Division of Public Utilities. A copy is attached. The DPU sent the complaint to Dominion.
35. On July 12, 2024, Dominion sent its 'justification' for the actions initiated by its assignee, in a confusing bundle of.
36. On July 15, 2024, ERS ignored our emails and petitions with the DPU and filed a garnishment unknowing to us with ARUP Laboratories against Dane's salary for \$1,672.01.
37. On July 25, 2024, we contested the response to the Utah Division of Public Utilities.
38. On July 31, 2024, Cynthia Dumas [cvdumas@utah.gov](mailto:cvdumas@utah.gov) called me and indicated that this submission is the next step.
39. In late August, Dane became aware of his salary garnishments. We called ERS Monday morning and paid off the balance via credit card.
40. Several days later, Dane's employer deducted the amount just that has just been paid.
41. A week later, the over garnished amount was restored to Dane's next pay amount.

## **REQUEST FOR INTERVENTION**

This sequence of actions compounding an unpaid amount due of \$209.75 into a \$1,672.01 involuntary garnishment is more akin to Chicago in the 1920s than America in 2024.

Dane respectfully requests that the PSC and/or DPU examine and interpret the openly worded 'legal cost tariff' provisions that ERS used to justify an extraordinary judgement against Dane. Specifically:

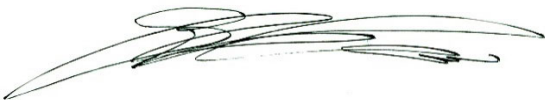
1. Is Dominion required to adjust its invoices to exclude amounts relating to after Dane's occupancy?
2. Is Dominion required to exhaust normal collection attempts before selling the payable to a third-party collection agency ERS?
3. Is ERS required to exhaust normal collection attempts before executing a Summons and Request for Summary Judgment if it expects to avail itself of Dominion's tariff agreement.
4. Do the Tariff provisions granted to Dominion apply to Dominion's subcontracting utility company?
5. Are Dominion and ERS required to document its compliance with federal and state debt collection laws prior to initiating legal actions the cost of which it will enforce against the unknowing debtor.
6. Do the tariff provisions granted to Dominion even apply to a third-party collection agency who appears to have simply purchased the uncollected receivable at a percentage of face value?

7. Does the tariff provision entail a reasonable limit or is it open ended?
8. Does Dominion's ongoing refusals to acknowledge over the telephone that neither Dane nor his address at the time in question had any relationship to Dominion resulting in there had been an account which resulted in Dane's inability to respond properly to the SUMMON as Dominion 'subs' this out to a third party under terms that may or may not be covered by the tariff agreement allowing court costs and attorney fees as a remedy.
9. To date, does the 'legal cost tariff' provision allow ERS to pass on its first failed legal filing error to Dane under the tariff agreement.
10. In short, does the legal costs tariff provision grant an unlimited sledgehammer when a simple email or telephone call would have been accomplished the satisfaction of the debt.

As a regulated utility, Dominion must provide gas to everyone, and everyone is required to purchase gas from Dominion. Law schools graduate attorneys who must find employment and the legal cost tariff provision offers a superb sledgehammer to extract money from young people that have not yet acquired to survival skills to understand the complexities on utilities and moving from one apartment to another. The factual record demonstrates laziness on behalf of not only Dane but also Dominion, its subcontractor and ERS is executing normal duties. In this instance, action from the DPU as this decision affects a large number of renters that frequently move and opens them to unusually onerous legal fees on relatively small amounts due at the whim of collection agents and attorneys that find the sledgehammer to be more lucrative than simply locating unknowing obligors.

Your attention is appreciated.

Filed on behalf of Dane Bartholomew by Glenn Bartholomew



Glenn Bartholomew  
Father  
13304 S Nashi Ln  
Draper, UT 84020



Dane Bartholomew

### ATTACHMENT EXHIBITS

EXH A - 2022-2023 All notices sent to Dane before summons
EXH B - 2023.10.09 SUMMONS
EXH C - 2023.11.19 SUMMONS RESPONSE ^J 11.19.23
EXH D - 2024.01.05 Danes NOTIFICATION TO MOTION
EXH E - 2024.01.08 Defendants Rebuttal
EXH F - 2024.01.11 REPLY TO OPPOSITION TO MOTION
EXH G - 2024.01.22 REBUTTAL TO NOTICE TO SUBMIT
EXH H - 2024.04.24 2nd MOTION FOR SUMMARY JUDGMENT
EXH I - 2024.05.21 Defendants 2nd Rebuttal of MSJ
EXH J - 2024.06.10 ORDER
EXH K - 2024.06.11 NOTICE OF JUDGMENT
EXH L - 2024.07.03 Information Complaint to Utah PPU
EXH M - 2024.07.12 Dominion Energy justification letter
EXH N - 2024.07.25 DANES REBUTTAL TO Dominion Energy Services letter dated 07.12.25