

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE RESPONSE TO THE FORMAL  
COMPLAINT OF DANE T.  
BARTHOLOMEW AGAINST ENBRIDGE  
GAS UTAH

Docket No. 24-057-15

**DIRECT TESTIMONY OF LUIS RICARDO MACIAS FOR  
ENBRIDGE GAS UTAH**

October 15, 2024

**EGU Exhibit 1.0**

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## I. INTRODUCTION

1. **Q: Please state your name and business address.**

2. A: My name is Luis Ricardo Macias, and my business address is 333 South State  
3. Street, Salt Lake City, Utah 84111.

4. **Q: By whom are you employed and in what capacity?**

5. A: I am employed by Enbridge Gas Utah, formerly Dominion Energy Utah, and I am  
6. the Manager of Contact Operations for the QCG Credit and Collections division.  
7. Dominion Energy was acquired by Enbridge, Inc., in June of 2024. Despite Mr.  
8. Bartholomew referring to Dominion Energy throughout his Complaint, I refer to  
9. the Company as “Enbridge” or “EGU” throughout my testimony, in light of  
10. the recent acquisition.

11. **Q: Were your attached exhibits EGU Exhibit 1.01 through 1.15 prepared  
12. by you or under your direction?**

13. A: Yes, unless otherwise stated, the exhibits are true and correct copies of the  
14. documents they purport to be.

15. **Q: What general areas does your testimony address?**

16. A: I discuss several matters, including (1) an overview of Utah’s Natural Gas Tariff  
17. 600, (2) an explanation of the Company’s compliance with Section 9.08 of Tariff  
18. 600, (3) an explanation of the Company’s compliance with Section 9.07 of Tariff  
19. 600, (4) an explanation of the Company’s compliance with Section 8.04 of Tariff  
20. 600, (5) and responses to Mr. Bartholomew’s concerns regarding the Company’s  
21. and Express Recovery Services’ (“ERS”) collection efforts.

## II. UTAH NATURAL GAS TARIFF

22. **Q: Please explain the Utah Natural Gas Tariff.**

23. A: Section 1.01 outlines the scope of the Tariff: “[The] Tariff covers all natural gas  
24. service rendered by Questar Gas Company dba Dominion Energy Utah in Utah at  
25. any point on the Company’s system where there are facilities of adequate  
26. capacity.” EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600. In essence, the  
27. Utah Natural Gas Tariff regulates the service of natural gas in the state of

28. Utah. The Tariff is updated from time to time. The Utah Natural Gas Tariff No.  
29. 600 was the operative version in 2023, the year in which the conduct and actions  
30. alleged in Mr. Bartholomew's complaint occurred. Accordingly, any reference to  
31. the Utah Natural Gas Tariff throughout my testimony refers to the 2023 Utah  
32. Natural Gas Tariff 600 ("Tariff 600" or "the Tariff") instead of the presently  
33. operative version of the Tariff: Tariff No. 700. Notably, the tariff provisions  
34. relied on below have remained unchanged between Tariff 600 and Tariff 700.

### III. SECTION 9.08

35. **Q: Please explain the requirements of Section 9.08 of Tariff 600.**

36. A: Section 9.08 of the Tariff describes the Company's obligations when terminating  
37. a customer's gas service for nonpayment. The Tariff provides that a customer  
38. with an unpaid balance "beyond the next monthly billing date will receive a  
39. notice that his or her account is delinquent. To avoid termination and a  
40. reconnection charge, payment in full of a delinquent balance must be received and  
41. acknowledged by the Company's credit personnel prior to the expiration date of a  
42. final termination notice. . . ." EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff  
43. 600.

44. **Q: What makes an account delinquent?**

45. A: Section 9.08 explains that a bill is delinquent when it is not paid within 20 days of  
46. the date the bill is sent. *See* EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600;  
47. *see also* Utah Admin. Code R746-200-7B.1. (delinquent if unpaid beyond the  
48. statement due date).

49. **Q: Was Mr. Bartholomew's account delinquent?**

50. A: Yes, Mr. Bartholomew's account was delinquent. Mr. Bartholomew stopped  
51. making payments for his gas service on or about October 11, 2022, despite  
52. receiving bills from Enbridge on October 21, 2022, November 17, 2022,  
53. and December 16, 2022. *See* EGU Exhibit 1.12, October 21, 2022 Bill; EGU  
54. Exhibit 1.13, November 17, 2022 Bill; EGU Exhibit 1.14, December 16, 2023  
55. Bill; *see also* EGU Exhibit 1.02, July 12, 2024 Letter to Mr.  
56. Bartholomew; EGU Exhibit 1.03, Account Itemization. The November 17 and  
57. December 16 bills state in relevant part, "[y]our previous balance was not

58. received prior to last month's due date. Payment is due before the past due date."  
59. EGU Exhibit 1.13, November 17, 2022 Bill; EGU Exhibit 1.14, December 16,  
60. 2023 Bill.

61. **Q: At what point can the Company terminate service for a delinquent account**  
62. **under Tariff 600 or regulation?**

63. A: Section 9.08 of the Tariff provides: "the Company may terminate residential  
64. service by reason of nonpayment after issuing a notice of delinquent account and  
65. upon not less than 10 days' written notice of proposed termination." EGU Exhibit  
66. 1.01, 2023 Utah Natural Gas Tariff 600; *see also* Utah Admin. Code R746-200-  
67. 7B.2. and G.1. (setting forth near identical requirements).

68. **Q: Did the company provide Mr. Bartholomew with notice of his delinquent**  
69. **account and 10 days' written notice of proposed termination?**

70. A: Yes, on January 17, 2023, Enbridge issued an urgent notice to Mr.  
71. Bartholomew regarding his past-due balance and stating in relevant part, "[i]f you  
72. do not pay the past due amount . . . within 10 days of the date on this notice,  
73. natural gas service may be terminated." EGU Exhibit 1.04, January 17, 2023  
74. Urgent Notice; *see also* EGU Exhibit 1.02, July 12, 2024 Letter to Mr.  
75. Bartholomew. This notice was sent to 7865 Bingham Junction Blvd A407,  
76. Midvale, UT 84047. EGU Exhibit 1.04, January 17, 2023 Urgent Notice; *see also*  
77. EGU Exhibit 1.02, July 12, 2024 Letter to Mr. Bartholomew. Additionally, on or  
78. around January 20, 2023, the Company sent a bill to Mr. Bartholomew. The  
79. January 20 bill states in relevant part, "[y]our previous balance was not received  
80. prior to last month's due date. Payment is due before the past due date." EGU  
81. Exhibit 1.05, January 20, 2023 Gas Bill. The January 20 bill was emailed to Mr.  
82. Bartholomew's email of record, dtbartholomew32@gmail.com.

83. **Q: When was Mr. Bartholomew's gas service terminated?**

84. A: The Company shut off gas services at Mr. Bartholomew's apartment located at  
85. 7865 Bingham Junction Blvd A407, Midvale UT, 84047, on February 13, 2023.  
86. *See* EGU Exhibit 1.15, February 13, 2023 Order Detail. Enbridge sent Mr.  
87. Bartholomew a final closing bill in the amount of \$283.58 on or around February  
88. 16, 2024. *See* EGU Exhibit 1.07, February Closing Bill.

89. **Q: Are there other procedures outlined in the Tariff or regulation that the**  
90. **Company was required to follow?**

91. A: Yes. Under section 9.08, the Company must “make a good-faith effort to  
92. notify the account holder or an adult member of the household by telephone or  
93. personal visit of the scheduled termination” at least 48 hours prior to termination  
94. of service. “If personal notification cannot be made, the Company will leave  
95. written notice of proposed termination at the residence.” *See* EGU Exhibit 1.01,  
96. 2023 Utah Natural Gas Tariff 600; *see also* Utah Admin. Code R746-200-7G.2.  
97. (setting forth near identical requirements).

98. **Q: Did the Company satisfy this 48-hour notice requirement?**

99. A: Yes. Enbridge scheduled a “JJ” notice at Mr. Bartholomew’s apartment on  
100. January 31, 2023 and it was delivered on February 2, 2023. *See* EGU Exhibit  
101. 1.06, Account Contact Notes and Field History. A “JJ” notice informs a customer  
102. that his or her gas service will be terminated after 48 hours, as required by section  
103. 9.08. *See id.*

#### IV. SECTION 9.07

104. **Q: Please explain the requirements of Section 9.07 of Tariff 600.**

105. A: Section 9.07 of the Tariff sets forth a customer’s responsibility to provide notice  
106. when discontinuing gas service. It specifies the methods by which a customer  
107. may terminate service, the timeline for terminating service, and the  
108. consequences for failure to terminate service in compliance with Tariff  
109. requirements. *See* EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.

110. **Q: According to Section 9.07, how must a customer request to terminate**  
111. **service?**

112. A: A customer may request discontinuance of service in writing or by  
113. telephone. *See* EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.

114. **Q: According to Section 9.07, when must a customer provide notice that they**  
115. **intend to discontinue service?**

116. A: A Customer must provide notice to the Company at least three days in  
117. advance of the day service is to be disconnected. The Company then completes  
118. the service disconnection or final meter read within four working days after the

119. requested date. *See* EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.

120. **Q: Did Mr. Bartholomew provide the Company with notice of his intent to**  
121. **discontinue gas services for 7865 Bingham Junction Blvd A407, Midvale, UT**  
122. **84047?**

123. A: No. Mr. Bartholomew did not, at any time, provide notice of discontinuation or  
124. make any request to terminate his gas service before or after moving. Mr.  
125. Bartholomew offers no evidence to the contrary and does not allege that he made  
126. any attempt to terminate service in his complaint. *See generally* Compl.

127. **Q: Are there consequences for failing to comply with the notice requirements set**  
128. **forth in section 9.07?**

129. A: Yes. Section 9.07 provides that a customer “will be responsible for all gas  
130. consumed until notice to discontinue service is given and a final meter read is  
131. taken or disconnection completed. . . .” EGU Exhibit 1.01, 2023 Utah Natural Gas  
132. Tariff 600.

133. **Q: Did Mr. Bartholomew’s failure to notify the Company affect his gas**  
134. **bill?**

135. A: Yes. Because Mr. Bartholomew failed to provide notice of discontinuation of  
136. his gas service, he is responsible for all gas consumed at 7865 Bingham Junction  
137. Blvd A407, Midvale, UT 84047 through February 13, 2023: the date the  
138. Company terminated gas services for that location. *See* EGU Exhibit 1.15,  
139. February 13, 2023 Order Detail.

140. **Q: Did Mr. Bartholomew provide the Company information about his move or**  
141. **update his contact information?**

142. A: No. Mr. Bartholomew failed to provide the Company with information  
143. about his move or update his contact information. Accordingly, the Company  
144. continued to send communications regarding Mr. Bartholomew’s account based  
145. on the contact information it had on file for Mr. Bartholomew, as it had done  
146. throughout the duration of Mr. Bartholomew’s tenancy at 7865 Bingham  
147. Junction Blvd A407, Midvale, UT 84047.

V. SECTION 8.04

148. **Q: Please explain the requirements of Section 8.04 of Tariff 600.**

149. A: Section 8.04 of the Tariff outlines the payment procedures for Enbridge  
150. Customers. Specifically, Section 8.04 explains the payment schedule, charges  
151. that accompany delinquent customer payments, and collection costs that may  
152. be incurred in the collection of any unpaid account. *See* EGU Exhibit 1.01, 2023  
153. Utah Natural Gas Tariff 600.

154. **Q: When must a customer pay their bills?**

155. A: All bills are due and payable within 20 days of the billing date. *See* EGU Exhibit  
156. 1.01, 2023 Utah Natural Gas Tariff 600.

157. **Q: How is a customer's bill affected if he or she fails to make a payment by the  
158. due date?**

159. A: Section 8.04 provides that gas service charges that are unpaid at the time the next  
160. month's bill is processed are subject to a monthly interest charge of 1.00%, as  
161. provided by Section 8.03 of the Tariff. *See* EGU Exhibit 1.01, 2023 Utah Natural  
162. Gas Tariff 600.

163. **Q: Did Mr. Bartholomew pay his bills within 20 days of the billing date?**

164. A: No. The last payment the Company received from Mr. Bartholomew was on  
165. October 11, 2022, despite the Company sending him bills on October 21, 2022,  
166. November 17, 2022, and December 16, 2022. *See* EGU Exhibit 1.02, July 12,  
167. 2024 Letter to Mr. Bartholomew; *see also* EGU Exhibit 1.03, Account  
168. Itemization. Enbridge appropriately assessed a monthly interest charge  
169. for each month Mr. Bartholomew's balance remained unpaid. *See* EGU Exhibit  
170. 1.03, Account Itemization.

171. **Q: What happens when a customer continues to fail to pay their bill(s)?**

172. A: If a customer continues to fail to pay their bills, their unpaid balance will be sent  
173. to a third-party collections agency. Enbridge utilizes three collections  
174. agencies; one of them being Express Recovery Services. Customer accounts are  
175. assigned to one of the three collections agencies at random. Mr. Bartholomew's  
176. account was assigned to Express Recovery Services.



177. **Q: Was Mr. Bartholomew’s unpaid balance sent to collections?**

178. A: Yes. After terminating his gas service on February 13, 2023, the Company sent a  
179. final letter to Mr. Bartholomew on April 3, 2023, indicating that “payment for  
180. your final bill has not yet been received,” informing Mr. Bartholomew that failure  
181. to dispute the charges within seven days would render the amount valid, and  
182. “[f]ailure to pay the balance due will result in referral to a collection agency.”  
183. EGU Exhibit 1.08, April 3, 2023 Pre-collect Letter. On April 19, 2023, the  
184. Company regenerated an e-billing statement of the final bill, which was sent to  
185. dtbartholomew32@gmail.com. *See* EGU Exhibit 1.02, July 12, 2024 Letter to Mr.  
186. Bartholomew. A second copy of the final bill was mailed to 7865 Bingham  
187. Junction Blvd #A407, Midvale, UT 84047 on April 19, 2023. Also on April 19,  
188. 2023, Enbridge sent a copy of the final bill to 13304 Nashi Ln, Draper,  
189. UT 84020—an address discovered using Accurint, a service Enbridge  
190. used to search the public record regarding Mr. Bartholomew. *Id.* Mr.  
191. Bartholomew did not dispute the charges and did not pay his final balance. As  
192. such, the Company referred Mr. Bartholomew’s delinquent account to ERS on or  
193. about May 2, 2023.

194. **Q: What happens after a customer’s debt is referred to ERS?**

195. A: ERS notifies the customer that their debt has been referred to it and then takes  
196. over all collection efforts.

197. **Q: Did ERS notify Mr. Bartholomew that his debt had been referred and take  
198. over collection efforts associated with that debt?**

199. A: Yes. Based on communications with ERS, ERS sent notice informing Mr.  
200. Bartholomew that the debt associated with his Enbridge account had  
201. been referred to ERS within two to three days of receiving the debt. *See* EGU  
202. Exhibit 1.02, July 12, 2024 Letter to Mr. Bartholomew. Based on communications  
203. with ERS, ERS engaged in exhaustive measures to contact Mr. Bartholomew  
204. regarding the satisfaction of his debt between May 2, 2023 and August 15, 2023.  
205. After months with little to no progress, ERS referred Mr. Bartholomew’s account  
206. to legal review and received authorization for legal action from Enbridge  
207. on August 15, 2023. *See* EGU Exhibit 1.09, Signed Letter from ERS. ERS filed

208. suit in the Third Judicial District Court for the State of Utah seeking the past due  
209. balance of \$286.41 plus interest and attorney fees. The Court ultimately granted  
210. summary judgment on behalf of ERS on June 10, 2024, awarding a judgment of  
211. \$1,499.19, which included interest, court costs, and attorney's fees. *See* EGU  
212. Exhibit 1.10, Order Granting Summary Judgment; *see also* EGU Exhibit 1.11,  
213. Judgment. Based on communications with ERS, the judgment has been paid, and  
214. ERS filed a Satisfaction of Judgment with the court on September 9, 2024.

215. **Q: Does Tariff 600 address court costs and/or attorney's fees associated with**  
216. **collection efforts?**

217. A: Yes. The Tariff provides that the "Customer will be responsible for any court  
218. costs, attorney's fees, and/or collection agency fees that are incurred in the  
219. collection of unpaid accounts." EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff  
220. 600.

221. **Q: Did the Company incur any court costs, attorney's fees, and/or collection**  
222. **agency fees associated with collecting Mr. Bartholomew's unpaid account?**

223. A: No.

224. **Q: Did ERS incur any court costs, attorney's fees, and/or collection agency fees**  
225. **associated with collecting Mr. Bartholomew's unpaid account?**

226. A: Yes. Based on communications with ERS, ERS engaged in exhaustive measures  
227. to contact Mr. Bartholomew regarding satisfaction of his debt between May 2,  
228. 2023 and August 15, 2023. After months with little to no progress, ERS referred  
229. Mr. Bartholomew's account to legal review and received authorization for legal  
230. action from Enbridge on August 15, 2023. *See* EGU Exhibit 1.09, Signed  
231. Letter from ERS. ERS filed suit in the Third Judicial District Court for the State  
232. of Utah seeking the past due balance of \$286.41 plus interest and attorney fees.  
233. The Court ultimately granted summary judgment on behalf of ERS on June 10,  
234. 2024, and awarded a judgment of \$1,499.19, which included interest, court costs,  
235. and attorney's fees. *See* EGU Exhibit 1.10, Order Granting Summary Judgment;  
236. *see also* EGU Exhibit 1.11, Judgment.

237. **Q: Is Mr. Bartholomew responsible for the costs that ERS incurred in the**  
238. **foregoing actions?**

239. A: Yes. Mr. Bartholomew is responsible for these costs. The language of Section  
240. 8.04 is broad, covering *any* court costs, attorney’s fees, and/or  
241. collection agency fees incurred in the collection of unpaid accounts. *See* EGU  
242. Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.  
243. As such, Mr. Bartholomew is responsible for all fees and costs incurred by ERS in  
244. trying to collect the unpaid balance.

## VI. RESPONSE TO MR. BARTHOLOMEW’S CONCERNS

245. **Q: Mr. Bartholomew posed the following question in the Complaint: “Is**  
246. **Dominion required to adjust its invoices to exclude amounts relating to after**  
247. **[Mr. Bartholomew’s] occupancy?” Please state your response.**

248. A: No. Under Section 9.07 of the Tariff, it is the customer’s responsibility to provide  
249. notice if they intend to discontinue service. If a customer fails to give such notice,  
250. the customer “will be held responsible for *all* gas consumed until notice to  
251. discontinue service is given and a final meter read is taken or disconnection  
252. completed.” EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.  
253. Mr. Bartholomew made no attempt to notify Enbridge about his need to  
254. terminate gas services prior to moving. Mr. Bartholomew also failed to contact  
255. the Company after moving. As such, the Company had no way of knowing that  
256. Mr. Bartholomew had moved or intended to discontinue his gas services. Where  
257. Mr. Bartholomew failed to provide notice of discontinuation of services, he is  
258. now responsible for the extra gas costs and nothing in section 8.04 or any other  
259. provision of the Tariff requires the Company to adjust such costs.

260. **Q: Mr. Bartholomew posed the following question in the Complaint: “Is**  
261. **Dominion required to exhaust normal collection attempts before selling the**  
262. **payable to a third-party collection agency ERS?” Please state your response.**

263. A: No. Neither section 8.04 nor section 9.08 of the Tariff require the Company to  
264. “exhaust normal collection attempts” before referring the account to a third-party  
265. collection agency. Section 9.08 simply requires that the Company provide the  
266. required notice for termination for nonpayment, that is, not less than 10 days’  
267. written notice in addition to a 48-hour termination notice, which it did as outlined

268. in section III above. *See* EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600.

269. **Q: Mr. Bartholomew posed the following question in the Complaint: “Is ERS**  
270. **required to exhaust normal collection attempts before executing a Summons**  
271. **and Request for Summary Judgment if it expects to avail itself of Dominion’s**  
272. **tariff agreement?” Please state your response.**

273. A: This question exceeds Commission jurisdiction. The Commission is authorized to  
274. regulate public utilities. *See* Utah Code Ann. § 54-4-1. ERS is not a public utility,  
275. as that term is defined by the PUA, and is therefore not subject to Commission  
276. regulation. *See* Utah Code Ann. § 54-2-1(23).

277. **Q: Mr. Bartholomew posed the following question in the Complaint: “Do the**  
278. **Tariff provisions granted to Dominion apply to Dominion’s subcontracting**  
279. **utility company?”**

280. A: To the extent this question refers to section 8.04 of the Tariff regarding collection  
281. fees, section 8.04 provides “[the] Customer will be responsible for any court  
282. costs, attorney’s fees and/or collection agency fees, incurred in the collection of  
283. unpaid accounts.” EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600. This  
284. language is broad covering *any* court costs, attorney’s fees, and/or collection  
285. agency fees, including fees incurred by ERS. *See* Utah Code Ann. 12-1-11(c)  
286. (“the obligation to pay a collection fee . . . is *in addition to any obligation to pay*  
287. *attorney fees that may otherwise exist.* (emphasis added)).

288. **Q: Mr. Bartholomew posed the following question in the Complaint: “Are**  
289. **Dominion and ERS required to document its compliance with federal and**  
290. **state debt collection laws prior to initiating legal actions the cost of which it**  
291. **will enforce against the unknowing debtor?” Please state your response.**

292. A: Any allegation that the Company failed to comply with state and federal  
293. collections law exceeds Commission jurisdiction. *See In the Matter of the Formal*  
294. *Complaint of Michael Francis Niemi*, No. 05-035-29, 2005 WL 5163752, at \*1  
295. (Aug. 17, 2005). Even if the Commission were to conclude that Mr.  
296. Bartholomew’s claim that Enbridge’s collection actions violated state  
297. and federal collections law is within its jurisdiction, none of the applicable state or  
298. federal laws apply here. The Company has complied with all relevant Tariff

299. provisions governing this action.

300. **Q: Mr. Bartholomew posed the following question in the Complaint: “Do the**  
301. **tariff provisions granted to Dominion even apply to a third-party collection**  
302. **agency who appears to have simply purchased the uncollected receivable at a**  
303. **percentage of face value?” Please state your response.**

304. A: To the extent this question refers to section 8.04 of the Tariff regarding collection  
305. fees, section 8.04 provides “[the] Customer will be responsible for any court  
306. costs, attorney’s fees and/or collection agency fees, incurred in the collection of  
307. unpaid accounts.” EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff 600. This  
308. language is broad covering *any* court costs, attorney’s fees, and/or collection  
309. agency fees, including fees incurred by ERS.

310. **Q: Mr. Bartholomew posed the following question in the Complaint: “Does the**  
311. **Tariff provision about collection costs provide a reasonable limit in the fees**  
312. **the Customer must pay, or is it open ended?” Please state your response.**

313. A: Section 8.04 does not impose a limit on the amount of fees and/or costs that may  
314. be collected in the case of a delinquent account. Section 8.04 simply provides that  
315. “[the] Customer will be responsible for *any* court costs, attorney’s fees and/or  
316. collection agency fees, incurred in the collection of unpaid accounts.” EGU  
317. Exhibit 1.01, 2023 Utah Natural Gas Tariff 600. The Tariff language is broad and  
318. the Customer is responsible for the fees incurred in the collection of unpaid  
319. accounts, no matter the amount.

320. **Q: Mr. Bartholomew posed the following question in the Complaint: “Because**  
321. **Dominion denied that my account existed when I called them, does that have**  
322. **any bearing on the amount of attorney’s fees and court costs that can be**  
323. **collected?” Please state your response.**

324. A: No. Section 8.04 of the Tariff provides that “[the] Customer will be responsible  
325. for *any* court costs, attorney’s fees and/or collection agency fees, incurred in the  
326. collection of unpaid accounts.” EGU Exhibit 1.01, 2023 Utah Natural Gas Tariff  
327. 600. The Customer is responsible for the fees incurred in the collection of unpaid  
328. accounts, no matter the amount. Additionally, the Company did not deny the  
329. existence of Mr. Bartholomew’s account, as evidenced by the detailed customer

330. contact notes kept in relation to Mr. Bartholomew's account. *See* EGU Exhibit  
331. 1.06, Account Contact Notes and Field History.

332. **Q: Mr. Bartholomew posed the following question in the Complaint: "Does the**  
333. **relevant Tariff provision allow ERS to collect attorney's fees, even though**  
334. **the court dismissed the ERS Motion for Judgment on the Pleadings on**  
335. **February 12, 2024?" Please state your response.**

336. A: Yes. To the extent this question refers to section 8.04 of the Tariff, section 8.04  
337. provides "[the] Customer will be responsible for any court costs, attorney's fees  
338. and/or collection agency fees, incurred in the collection of unpaid accounts." This  
339. language is broad covering *any* court costs, attorney's fees, and/or collection  
340. agency fees, including fees incurred by ERS. Additionally, this question ignores  
341. the fact that the Third Judicial District Court of Salt Lake County granted  
342. summary judgment and awarded court costs and attorney fees to ERS based on  
343. the same facts Mr. Bartholomew alleges here.

344. **Q: Mr. Bartholomew posed the following question in the Complaint: "In short,**  
345. **does the legal costs tariff provision grant an unlimited sledgehammer when a**  
346. **simple email or telephone call would have accomplished the satisfaction of**  
347. **the debt?" Please state your response.**

348. A: To the extent this question refers to section 8.04 of the Tariff regarding collection  
349. fees, section 8.04 does not constitute a legal sledgehammer. To the contrary,  
350. section 8.04 clearly and explicitly provides that a "Customer will be responsible  
351. for any court costs, attorney's fees and/or collection agency fees,  
352. incurred in the collection of unpaid accounts" no matter the amount. EGU Exhibit  
353. 1.01, 2023 Utah Natural Gas Tariff 600. Again, the Company satisfied its  
354. requirements under sections 8.04 and 9.08 prior to referring Mr. Bartholomew's  
355. debt to ERS, which is all that was required of it.

## VII. CONCLUSION

356. **Q: Has Enbridge acted properly with respect to Mr. Bartholomew?**

357. A: Yes. The Company has at all times acted in accordance with all applicable  
358. statutes, rules, regulations, Tariff provisions, and Commission Orders with respect

359. to Mr. Bartholomew, including but not limited to, his account, billing, termination  
360. of service, and referring his unpaid balance to ERS.
361. **Q: Does this conclude your testimony?**
362. **A: Yes.**

State of Utah            )  
  ) ss.  
County of Salt Lake    )

I, Luis Ricardo Macias, being first duly sworn on oath, state that the answers in the foregoing written testimony are true and correct to the best of my knowledge, information and belief. The exhibits attached to the testimony were prepared by me or under my direction and supervision, except where otherwise stated, in which case they are true and correct copies of what they purport to be, to the best of my knowledge, information and belief. Any exhibits not prepared by me or under my direction and supervision are true and correct copies of the documents they purport to be.

  
Luis Ricardo Macias

SUBSCRIBED AND SWORN TO this 15<sup>th</sup> day of October, 2024.

  
Notary Public

1686603

