

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Formal Complaint of)	<u>DOCKET NO. 05-057-05</u>
STEVE THOMAS, Complainant,)	
v.)	<u>REPORT AND ORDER</u>
QUESTAR GAS, Respondent)	

ISSUED: August 18, 2005

SYNOPSIS

Complainant having failed to demonstrate that Questar Gas Company violated any provision of statute, rule, or tariff, we dismiss.

By The Commission:

PROCEDURAL HISTORY

On April 20, 2005, Complainant Steve Thomas filed a formal complaint claiming Respondent Questar Gas (“Questar”) had improperly issued him three different account numbers, engaged in efforts with various financial institutions to “migrate payments” or share balances, and had improperly sent one of its personnel to his home on April 4, 2005, to collect funds due on his account prior to termination of service.

On May 20, 2005, Questar filed an Answer and Motion to Dismiss denying Complainant’s allegations and seeking dismissal for Complainant’s failure to state a claim upon which relief can be granted.

On May 27, 2005, Complainant replied to Questar’s Answer by submitting a six-page handwritten memorandum detailing “coincidences” he believes proves his allegation of “shared balances”, as well as numerous photocopies of checks written on Zion’s Bank and escrow account statements issued by Bank of America.

On June 15, 2005, the Division of Public Utilities (“Division”) filed a memorandum recommending the complaint be dismissed as its investigation had disclosed no violation by Questar of any statute, rule, or tariff.

On August 11, 2005, hearing on this matter was held before the Commission’s Administrative Law Judge. At hearing, Complainant represented himself and provided sworn testimony. Questar was represented by Jenniffer N. Byde. Linda Kizerian, a Questar Customer Service Specialist, testified for Questar.

BACKGROUND, DISCUSSION, AND FINDINGS

A. Background

I. Different Account Numbers

In his complaint, Complainant states that he wants to get the “truth as to why Questar has issued 3 different account numbers” to him, believing that the different account numbers have been used to obscure the “sharing” and “payment migration” which forms the heart of his complaint. At hearing, Questar admitted it had issued Complainant three different account numbers. Questar issued Complainant his first account number when he first obtained service from Questar. In 2004, Questar issued Complainant, and every other Questar customer, a different account number when Questar transitioned to a new customer accounting computer system. Finally, in October 2004, following disconnection of Complainant’s service for nonpayment, Questar issued Complainant a new account number upon reconnection. Questar testified this is standard practice in cases, like Complainant’s, of a reconnection upon notification that a customer has filed for bankruptcy.

II. Migration of Payments

Complainant’s primary allegation is that Questar has somehow colluded with various financial institutions such as Bank of America, Household Finance, and Washington Mutual to take money paid by Complainant for his home mortgage or other bills and apply those funds to his Questar account balance. Complainant cites several payments shown on the Questar Customer Account Itemization history report produced by Questar that he claims to have never paid. Through a series of calculations, Complainant attempts to show how these payments represent the same dollar amounts (or very similar dollar amounts) that he says he paid to, for instance, Bank of America for his mortgage but that later went missing from his Bank of America escrow account. Complainant believes that Questar has applied these credits, or, alternatively, billed him for service not used, at various times over the past several years in an attempt to hide improper transfers of payments between the escrow account and his Questar account. Complainant also produced several checks written on his Zion’s Bank checking account and paid to Questar that he claims he never wrote.

Questar testified that it has at no time provided information about Complainant to Zion’s Bank, Bank of

America, Washington Mutual or any other financial institution, nor has Questar ever received any payment from these institutions on behalf of Complainant's account, except for the checks from Complainant written on Zion's Bank that it has periodically received as payment on his account.

III. April 4, 2005, Incident

Complainant's written complaint indicates that on April 4, 2005, Questar sent a service technician to his home to collect money owed on his account. At hearing, however, Complainant stated that this incident is not the one of which he intended to complain, that the incident that concerns him occurred a couple years ago. He offered no specifics concerning that incident.

Questar admits that one of its service technicians went to Complainant's residence on April 4, 2005, to shut off his gas service for non-payment of his bill. Questar indicated that it is standard practice for the service technician to attempt to collect monies 90 and 60 days past due at that time in lieu of turning off the customer's gas service. Questar testified this is what its service technician attempted. When Complainant failed to pay the service technician, his gas was shut off.

B. Discussion and Findings

We find nothing in the record to support any of Complainant's allegations. The numerous "coincidences" which Complainant points to regarding Questar bills and payments that allegedly very closely match amounts missing from his Bank of America escrow account do not even appear to be coincidences but simply mathematical manipulations conjured to attempt to find some link between Questar and Bank of America. There is certainly nothing in the record to indicate that Questar improperly contacted or colluded with any of the financial institutions identified by Complainant. Likewise, we find nothing in the record to indicate that Questar violated any rule, tariff, or statute in assigning account numbers to Complainant or in having its service technician attempt to collect money on Complainant's account in lieu of shutting off his service.

Based upon the foregoing information, and for good cause appearing, the Administrative Law Judge enters the following proposed

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED, that:

1. The complaint of STEVE THOMAS against QUESTAR GAS is dismissed.

2 Pursuant to *Utah Code Annotated* §§ 63-46b-12 and 54-7-15, agency review or rehearing of this order may be obtained by filing a request for review or rehearing with the Commission within 30 days after the issuance of the order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission fails to grant a request for review or rehearing within 20 days after the filing of a request for review or rehearing, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a Petition for Review with the Utah Supreme Court within 30 days after final agency action. Any Petition for Review must comply with the requirements of *Utah Code Annotated* §§ 63-46b-14, 63-46b-16 and the Utah Rules of Appellate Procedure.

DATED at Salt Lake City, Utah, this 18th day of August, 2005.

/s/ Steven F. Goodwill
Administrative Law Judge

Approved and Confirmed this 18th day of August, 2005, as the Report and Order of the Public Service Commission of Utah.

/s/ Ric Campbell, Chairman

/s/ Ted Boyer, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary

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