

In the Matter of the Complaint of)
William R. Grunden,)
Complainant)
vs.)
QUESTAR GAS COMPANY)
Respondent)

DOCKET NO. 98-057-08

REPORT AND ORDER

ISSUED: April 6, 1999

SYNOPSIS

Complainant having shown he never contracted for the amount claimed by the Respondent, the Commission found in his favor and abated the amount claimed by Respondent.

Appearances:

Jonathan M. Duke
Attorney

For

Questar Gas Company

By The Commission:

PROCEDURAL HISTORY

Complainant above-named filed his complaint August 24, 1998, and Respondent filed its answer, together with a motion to dismiss, September 22, 1998. An evidentiary hearing was conducted October 29, 1998, before A. Robert Thurman, Administrative Law Judge, at the Commission Offices, 160 E. 300 South, Salt Lake City, Utah. Evidence was offered and received, and the Administrative Law Judge, having been fully advised in the premises, now enters the following Report containing proposed Findings of Fact, Conclusions of Law, and the Order based thereon.

FINDINGS OF FACT

1. Respondent is a gas corporation certificated by this Commission. Complainant is a residential customer of Respondent.
2. On or about December 7, 1990, an individual identifying himself as "William Grunden" initiated gas service (hereafter "Magna account") from Respondent at 7337 Gardenia Circle, Magna, Utah. In obtaining service, the individual displayed a Utah Driver's license issued to William Grunden.
3. The account was closed April 3, 1993, with a balance of \$179.45 owing.
4. On March 3, 1998, Complainant initiated service, in the name of William Grunden, at 140 E. Garden Avenue, Salt Lake City (hereafter "current account"). He used a Utah Driver's License to establish identity.
5. Respondent found the Magna account balance from searching its records, and transferred it to the current account.
6. Complainant denies ever living in Magna, knowing the individual listed as a room mate on the Magna Account, or ever signing the signature card for service at the Magna address. He claims further he was never employed by Pinkerton

Detective agency or Universal Service, listed as employers on Respondent's records. He claims his wallet was lost or stolen about the time the Magna account was initiated. He also asserts there are discrepancies between his customary signature and the signature on the card on which Respondent relies. A credit report Complainant submitted as corroboration does not show a Magna address; however the history does not extend back to 1990. The employment history on the credit report likewise does not extend back to 1990.

7. Respondent testified through its employee that picture identities are checked carefully at the time signature cards are executed, and that it is thus unlikely a thief could have successfully impersonated Complainant. Further, Respondent claims any discrepancies in the signatures, which Complainant asserts are minimal, could be attributed simply to a change occurring over time.

8. Respondent submitted two other signature cards signed by Complainant for service at 211 S. Holden St., Midvale, Utah. It is noteworthy that the time for service at that address overlaps that of the Magna account.

9. We find that there are significant discrepancies between the signature on the card for the Magna account and the other exemplars of Complainant's signature submitted into evidence. The exemplars dating back to the period in question are a good deal more consistent with Complainant's current signature than is that on the card for the Magna account. Furthermore, to accept Respondent's theory, we would have to assume that either Complainant had two addresses during the period in question, or that out of the goodness of his heart, he initiated service for the benefit of a third party. We find neither scenario likely. Accordingly, we find that the individual who initiated the Magna account was not Complainant.

CONCLUSIONS OF LAW

Since Complainant did not initiate the service in question, Respondent should remove the outstanding balance from Complainant's current account.

ORDER NOW, THEREFORE, IT IS HEREBY ORDERED, that:

QUESTAR GAS COMPANY reverse its transfer of the outstanding balance from account no. 416-0032-6914P to 412-0030-0996U and cease attempts to collect said balance from Complainant.

Any party aggrieved by this Order is accorded 20 days from the date of this Order in which to file with the Commission a written petition for review or reconsideration. Failure so to do will forfeit the right to appeal to the Utah Supreme Court.

DATED at Salt Lake City, Utah, this 6th day of April, 1999.

/s/ A. Robert Thurman
Administrative Law Judge

Approved and Confirmed this 6th day of April, 1999, as the Report and Order of the Public Service Commission of Utah.

/s/ Stephen F. Mecham, Chairman

/s/ Constance B. White, Commissioner

/s/ Clark D. Jones, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary

