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5 Dominion Virginia Power

6 UNITED STATES BANKRUPTCY COURT
7 CENTRAL DISTRICT OF CALIFORNIA
8 LOS ANGELES DIVISION

9 In re:) CASE NO. 13-bk-27689-WB
10 COLOREP, INC.,)
a California corporation, *et al.*,) CHAPTER 11
11 Debtors,) (Jointly Administered)
12)
13) **DECLARATION OF SHERRY R. WARD IN**
14) **SUPPORT OF REPLY OF VIRGINIA**
15) **ELECTRIC AND POWER COMPANY d/b/a**
16) **DOMINION VIRGINIA POWER TO THE**
17) **DEBTORS' OMNIBUS RESPONSE TO**
18) **OBJECTIONS FILED BY VIRGINIA**
19) **ELECTRIC AND POWER COMPANY d/b/a**
20) **DOMINION VIRGINIA POWER [DOCKET**
21) **NO. 72] AND COLUMBIA GAS OF**
22) **VIRGINIA, INC. [DOCKET NO. 88] TO**
23) **AMOUNT AND SCOPE OF ADEQUATE**
24) **ASSURANCE THAT CERTAIN UTILITIES**
25) **ARE ENTITLED TO UNDER**
26) **BANKRUPTCY CODE SECTION 366**
27)
28) DATE: August 28, 2013
TIME: 10:00 a.m.
PLACE: Courtroom 1475
255 East Temple St.
Los Angeles, CA 90012

25 I, Sherry R. Ward, having been duly sworn, hereby state as follows to the best of my
26 knowledge and belief.

27 1. I make this Affidavit based on first-hand knowledge and am competent to
28 testify as to the matters stated herein. I submit this Declaration in support of the *Reply of*

1 *Virginia Electric And Power Company, d/b/a Dominion Virginia Power To The Debtors'*
2 *Response To Objections Filed By Virginia Electric And Power Company, d/b/a Dominion*
3 *Virginia Power[Docket No. 72] And Columbia Gas Of Virginia, Inc. [Docket No. 88] To*
4 *Amount And Scope Of Adequate Assurance That Certain Utilities Are Entitled To Under*
5 *Bankruptcy Code Section 366.*

6
7 2. I am the Customer Credit Representative for Virginia Electric and Power
8 Company d/b/a Dominion Virginia Power ("Dominion") and I have been in that position for
9 approximately 10 years. It is part of my job responsibility to deal with credit and bankruptcy
10 issues concerning customers' accounts and to review credit and payment histories of
11 Dominion's customers. As part of my job responsibilities with Dominion I have reviewed and
12 am familiar with the Debtor Transprint USA, Inc.'s (the "Debtor") billing and payment history
13 with Dominion. In addition, I am familiar with Dominion's billing and payment terms with its
14 customers, including the Debtor.
15

16 3. Dominion provided the Debtor with prepetition utility goods and/or services and
17 has continued to provide the Debtor with utility goods and/or services since the Petition Date.
18 Dominion provides electric utility service to one account that the Debtor has with Dominion in
19 the Commonwealth of Virginia.
20

21 4. Dominion is a regulated public utility that is subject to the jurisdiction of the
22 Commonwealth of Virginia State Corporation Commission ("SCC"). Dominion provides
23 electricity to customers in the Commonwealth of Virginia, including the Debtor, pursuant to
24 Terms And Conditions that are on file with the SCC (the "Terms And Conditions").

25 5. Section IX of Dominion's Terms And Conditions provides that deposits for
26 electric supply and electric delivery service shall not exceed the customer's estimated liability
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28

1 for two months' usage. A true and accurate copy of Section IX of Dominion's Terms And
2 Conditions is attached to this Declaration as Exhibit 1.

3 6. In its Objection to the *Emergency Motion For Order: (I) Deeming Utilities*
4 *Adequately Assured Of Future Performance; And (II) Establishing Procedures For*
5 *Determining Requests For Additional Assurance Pursuant To Bankruptcy Code Section 366*
6 (the "Utility Motion"), Dominion requested a two-month cash deposit in the amount of
7 \$63,594 from the Debtor as adequate assurance of payment pursuant to Section 366(c) of the
8 Bankruptcy Code. The \$63,594 deposit requested by Dominion in its Objection was the
9 amount of the Debtor's two highest consecutive months during the twelve month period prior
10 to the July 10, 2013 petition date (the "Petition Date"), which is an amount Dominion is
11 entitled to request pursuant to Section IX of the Terms And Conditions.
12

13 7. On August 2, 2013, Dominion issued a bill in the amount of \$26,117.25 to the
14 Debtor for post-petition utility charges incurred by the Debtor from the Petition Date to August
15 1, 2013, a period of 22 days (the "August 2 Bill"). The per diem charges for the August 2,
16 2013 Bill are \$1,187.14 (\$22,117.25/22). A redacted copy of the August 2 Bill is attached to
17 this Declaration as Exhibit 2.
18

19 8. The due date for the August 2 Bill is August 27, 2013. As of the date of this
20 Declaration, Dominion has not received payment from the Debtor for the August 2 Bill.
21

22 9. In the normal course of its business and pursuant to billing guidelines contained
23 in the Terms And Conditions and applicable Virginia law, Dominion will issue a bill to the
24 Debtor for charges incurred by the Debtor from August 1, 2013 to the day before the next bill
25 date on or about September 3, 2013. If the per diem charges for the Debtors' August 1 to
26 August 31, 2013 and September 1 to September 30, 2013 bills are the same as the per diem
27 charges in the August 2 Bill, the projected bills would be as follows:
28

- 1 A. August 2013 charges - \$36,801.34 (\$1,187.14 x. 31); and
- 2 B. September 2013 charges - \$35,614.20 (\$1,187.14 x 30).

3 10. Based the actual amount of the August 2 Bill and projections for estimated
4 August and September charges, the total post-petition utility expenses that the Debtor could
5 incur from Dominion are as follows:

- 6 A. \$26,117.25 – August 2 Bill
- 7 B. \$36,801.34 – Projected August usage
- 8 C. \$35,614.20 – Projected September usage
- 9 D. \$98,532.79 – Projected total utility expenses of the Debtors to Dominion
- 10 from the Petition Date to September 30, 2013.

11 11. The amount of the Debtor's bills from Dominion for July, August, September
12 2012 were as follows:

- 13 A. August 2, 2012 bill for July 2012 charges – \$41,365.46;
- 14 B. September 4, 2012 bill for August 2012 charges - \$33,601.11; and
- 15 C. October 2, 2012 bill for September 2012 charges – \$30,747.85

16 12. Section XII of Dominion's Terms And Conditions, a true and accurate copy of
17 which is attached as **Exhibit 3**, provides, in pertinent part:

- 18 A. Bills are due and payable upon presentation and become past due on the
19 next bill date; and
- 20 B. A late payment charge will be imposed on the next bill date if the prior
21 month's charges are not paid.

22 13. If a customer does not pay a bill when due, a termination of service notice will
23 be included with the next month's bill that is mailed to the customer. Pursuant to Section XVI
24 (B) of the Terms and Conditions, Dominion can terminate service to a customer for

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1 nonpayment of a past due bill after providing the customer with ten business days' notice to
2 cure the default. A true and accurate copy of Section XVI of the Terms and Conditions is
3 attached as Exhibit 4.

4 14. Dominion's registered agent, which is available from the SCC website, is CT
5 Corporation at 4701 Cox Road, Suite 301, Glen Allen, VA 23060-6802.

6 15. Barbara Smith is an employee in Dominion's credit department, but she is not
7 an officer, a managing agent or an agent authorized to receive service of process for Dominion.
8

9 16. The following address is a payment lock box where thousands of payments are
10 received by Dominion each day:

11 Dominion Virginia Power
12 P.O. Box 26019
13 Richmond, VA 23260-6019

14 17. The pleadings that the Debtors emailed to Barbara Smith, were sent from
15 Kendra Johnson (KJohnson@Stutman.com) at 6:16 p.m. Eastern Daylight Time on July 12,
16 2013.

17 I declare under penalty of perjury pursuant to 28 U.S.C. Section 1746 that the foregoing
18 is true and correct to the best of my knowledge, information and belief.

19 Executed this 26th day of August 2013 in Richmond, Virginia.

20
21 
22 /s/ Sherry R. Ward
23 Sherry R. Ward
24
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EXHIBIT 1

virginia Electric and Power Company

TERMS AND CONDITIONS

IX. DEPOSITS

A. The Company may require the Applicant or Customer to deposit with it initially and from time to time, as a guarantee of payment for Electric Service provided, such amounts of cash as in the Company's judgment will secure it from loss. Deposits for Electricity Supply Service and deposits for normal Electric Delivery Service shall not exceed the Customer's estimated liability for two months' usage. Whenever a deposit in excess of forty dollars (\$40.00) is required of a residential Customer, said Customer will be permitted to pay it in three consecutive equal monthly installments. The Company shall not be bound to provide Electric Service until these conditions are fulfilled, and it may discontinue Electric Service if the appropriate deposit is not paid when required.

B. The Company may require a Customer on whose premises the Company's meter, wires or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of electricity delivered, to deposit such reasonable amounts of cash as will ensure payment for repairs in the event of future tampering or damage.

C. Simple interest will be paid on deposits at an annual percentage rate determined by the Commission, provided such deposits remain with the Company for a period of longer than 90 days. Upon request from a Customer, the Company will pay accrued interest annually either by direct refund or credit to the Customer's account.

D. The Company reserves the right to return any deposit to any Customer after satisfactory credit is established, or after one year has elapsed in which no damage has occurred to Company equipment on the Customer's premises. The Company shall, however, be under no obligation to return any deposit to any Customer whose service has been terminated until the Company has had a reasonable time to read and remove meters and to ascertain that the obligations of the Customer have been fully performed. Deposits for residential Customers will not be held beyond a one-year period during which the Customer has established satisfactory credit.

EXHIBIT 2

Aug 02, 2013

Customer Bill

TRANSPRINT USA INC/DIP

1000 PLEASANT VALLEY RD
HARRISONBURG, VA 22801

Billing and Payment Summary

Account # 6746 **Due Date: Aug 27, 2013**
Total Amount Due: \$ 26,117.25

To avoid a Late Payment Charge of 1.5% please pay by Aug 27, 2013.

Previous Amount Due: \$ 0.00
 Payments as of Aug 02: \$ 0.00

For service emergencies and power outages please call 1-866-DOM-HELP (1-866-366-4357). Visit us at www.dom.com.

Meter and Usage

Current Billing Days: 22

Billable Usage

Schedule 10	07/10-08/01
Total kWh	244263
On Pk Sum A	42270
Off Pk Sum A	53057
On Pk Sum B	67795
Off Pk Sum B	81141
On Pk Sum C	0
Off Pk Sum C	0
On Pk Win A	0
Off Pk Win A	0
On Pk Win B	0
Off Pk Win B	0
On Pk Win C	0
Off Pk Win C	0
Contract Dem	1267.0
Dist Demand	1267.0

Usage History

Mo	Yr	kWh
Aug	13	244366

Explanation of Bill Detail

Customer Service 1-866-DOM-HELP (1-866-366-4357)	
Previous Balance	0.00
Payment Received	0.00
Balance Forward	0.00
Non-Residential Service (Schedule 10) 07/10-08/01	
Distribution Service	
Basic Customer Charge	96.07
Dist Secondary Demand	1,969.76
Distribution Service kWh	56.18
Rider C1A Peak Shaving	9.77
Rider C2A Energy Efficiency	65.95
Electricity Supply Svc (ESS)	
On Peak - Summer A	10,854.09
Off Peak - Summer A	1,518.90
On Peak - Summer B	1,484.71
Off Peak - Summer B	1,156.26
Adjustment Charge	594.65CR
Contract Demand Chg	72.47CR
Transmission Demand Chg	1,016.47
Fuel	7,186.22
Rider R Bear Garden Gen Station	212.51
Rider S Va City Hybrid Energy Ctr	676.61
Rider B Biomass Conversions	34.20
Rider W Warren Co Power Station	227.16
Rider T1 Transmission	99.42CR
Sales and Use Surcharge	73.28
Sodium Vapor Lamp (Qty: 2 Size: 14000 Lumen)	
Electric Service	18.82
Sales and Use Surcharge	0.11
State/Local Consumption Tax	193.72
ROCKINGHAM Utility Tax	20.00
Service Initiation Chg	16.00
Total Current Charges	26,117.25

991B ALICE08

Please detach and return this payment coupon with your check made payable to Dominion Virginia Power. Please see reverse side for mailing address change instructions.

Payment Coupon

Bill Date Aug 02 13
 Please Pay by 08/27
 \$ 26,117.25

Amount Enclosed

Account No 6746

TRANSPRINT USA INC/DIP
 ACCOUNTS PAYABLE
 1000 PLEASANT VALLEY RD
 HARRISONBURG VA 22801-9790

Send Payment to:

DOMINION VIRGINIA POWER
 P O BOX 26543
 RICHMOND VA 23290-0001

888

6746

(continued)

Measured Usage
Motor: 0005784024 07/10-08/01
 Current Reading 25366
 Previous Reading 25171
 Total KQH 280800
 Current Reading 23000
 Previous Reading 22831
 Total kWh 243360
 Multiplier: 1440

Motor: 00RG001703 07/10-08/01
 On Pk Sum A 42270
 Off Pk Sum A 53057
 On Pk Sum B 67795
 Off Pk Sum B 81141
 On Pk Sum C 0
 Off Pk Sum C 0
 On Pk Win A 0
 Off Pk Win A 0
 On Pk Win B 0
 Off Pk Win B 0
 On Pk Win C 0
 Off Pk Win C 0
 Demand 1124.90
 kVA Demand 1373.80

Total Account Balance 26,117.25

View payment options, request service changes and enroll in eBill at
www.dom.com, search: Manage Your Account

Important Customer Information from Dominion Virginia Power

Variable Pricing day classification breakdown: A. Days 8.0 B. Days 13.0 C. Days 0.0

Striking an underground power line while digging can cause serious injury or death. Please call 811 before you dig. It's free and it's the law. Call 811 to play it safe.

Welcome to Dominion Virginia Power. Join our Automatic Bank Draft Plan. It is a free service. Visit 'Manage Your Account' on www.dom.com to enroll online, or call us for additional information.

Help a family in need through EnergyShare - add \$1,2,5,10,20,25 or 35 to your payment. Overpayments in these exact amounts are automatically recognized as a contribution to EnergyShare. You may also mail a separate check for any amount payable to EnergyShare to P.O. Box 91717, Richmond, VA 23291-1717.

If you would like to receive and pay your bills electronically - sign up for this service at 'Manage Your Account' on www.dom.com and select start eBill.

EXHIBIT C

virginia Electric and Power Company

TERMS AND CONDITIONS

XII. PAYMENTS

A. The provision of Electric Service by the Company is contingent upon payment of all charges due from the Customer.

B. The Company will render bills to the Customer at regular intervals. Bills are due and payable upon presentation and become past due on the next bill date. However, when circumstances warrant, a non-residential Customer and the Company may agree on an accelerated due date in lieu of a security deposit. The bill date is shown on the bill and is the date on which the bill is prepared in the Company's billing operations.

C. A late payment charge of 1 1/2% per month will be imposed at the next bill date on all past due balances on the Company's books, excluding local consumer utility taxes provided that at least 28 days have elapsed since the previous bill date, except in the event a Customer has elected consolidated billing as described in this subsection. If a Customer is eligible and has elected to be billed under an Executed Consolidation of Bills Agreement, a late payment charge shall not be assessed before the 13th day after billing for Customers who elect to receive one (1) bill each month, the 20th day for Customers who elect to receive two (2) bills per month and the 23rd day for Customers who elect to receive three (3) bills each month.

D. Bills are payable at any bill payment location designated by the Company or to any collector or collection agency duly authorized by the Company, except that, when written notice of discontinuance of service for nonpayment has been sent to the Customer, payment must be made at a designated bill payment location. Payments shall be paid without regard to any counterclaim whatever.

E. The Company reserves the right to apply any payment or payments made by the Customer in whole or in part to any account due the Company by the Customer.

F. The Customer will be charged a handling fee of \$12.95 for each check, draft, or electronic debit (but not a credit card draft) tendered or authorized as payment on the Customer's account and returned for insufficient or uncollected funds, closed account, revoked authorization, stop payment or other similar reason. The Company, at its option, may refuse to accept a check, draft, or electronic debit tendered or authorized as payment on a Customer's account.

EXHIBIT 4

Virginia Electric and Power Company

TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF ELECTRIC SERVICE

A. The Company reserves the right to discontinue Electric Service to a Customer, at any time without notice, upon the occurrence of any one or more of the following events:

1. Whenever the Company, in its opinion, has reasonable cause to believe that the Customer is receiving Electric Service without paying therefor, or that its meter, wires or other apparatus have in any manner been tampered with, or damaged in such a way as to prevent the meter from recording under seal the amount of Electric Service delivered.
2. Whenever, in the Company's opinion, the condition of the Customer's wiring, equipment, or appliances is either unsafe or unsuitable for receiving Electric Service, or when the Customer's use of Electric Service or equipment interferes with or may be detrimental to its facilities or to the provision of Electric Service by the Company to any other Customer.
3. Where electricity is being furnished over a line which is not owned or leased by the Company, whenever in its opinion such line is either not in a safe and suitable condition or is inadequate to receive Electric Service.
4. Whenever the Customer has denied a Company representative access to the Company's meter, wires or other apparatus installed on the Customer's premises.
5. Whenever in the opinion of the Company it is necessary to prevent fraud upon the Company.

B. The Company reserves the right to discontinue Electric Service to a Customer, after 10 days notice by mail, upon the occurrence of either one or both of the following events:

1. For nonpayment of a past due bill, regardless of any amount of money on deposit with the Company.
2. For failure to comply with any of the Company's Terms and Conditions as filed with the Commission, or with any of the conditions or obligations of any agreement with the Company for purchasing Electric Service.

(Continued)

Filed 01-02-02
Electric-Virginia

Superseding Filing Effective 04-21-88.
This Filing Effective 02-01-02.

Virginia Electric and Power Company

TERMS AND CONDITIONS

XVI. DISCONTINUANCE OF ELECTRIC SERVICE (Continued)

C. The Company will discontinue Electric Service to a Customer whenever requested by any public authority having jurisdiction.

D. The Company reserves the right to discontinue Electric Service under any of the above conditions irrespective of any claims of a Customer pending against the Company, or any amounts of money on deposit with the Company as required by Section IX of these Terms and Conditions.

E. Notice of discontinuance shall be considered to be given a Customer when copy of such notice is left with the Customer, or left at the premises where his bill is rendered, or posted in the United States mail addressed to the Customer's last post office address shown on the records of the Company.

F. Whenever Electric Service is discontinued in accordance herewith, the Company shall not be liable for any damages, direct or indirect, that may result from such discontinuance. In all cases where Electric Service is discontinued by reason of violation by the Customer of any of the provisions hereof or of any agreement with the Company for purchasing Electric Service, there shall then become due and payable, in addition to the bills in default, an amount equal to the monthly minimum charge for the unexpired term of the agreement, not as a penalty, but in lieu of the income reasonably to be expected during the unexpired term of the agreement.