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BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION

In Re the Complaint of
MIKE and GLENDA BECK,

 against

CRISTALINA WATER COMPANY,

 Regulated Utility.

NO. 132268

CRISTALINA LLC'S RESPONSE TO
COMPLAINT OF MIKE AND GLENDA
BECK

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Cristalina LLC ("Cristalina"), by and through its attorneys, Preg O'Donnell & Gillett LLC, located at 901 Fifth Avenue, Suite 3400, Seattle, Washington 98164 hereby files this in response to the Complaint of Mike and Glenda Beck (the Becks), dated December 13, 2013.

The Becks come before the Washington Utilities and Transportation Commission ("UTC") with unclean hands. According to a previous UTC investigation, the Becks owe Cristalina \$3,423.78. Failing to pay this balance owing, the Becks ignored two statutorily approved disconnection notices. When legally disconnected, they retained counsel who threatened Cristalina. In addition, the Becks repeatedly broke the locks on Cristalina's meter box, twice reconnected themselves without Cristalina's knowledge or consent, and took water from Cristalina fraudulently. After the Becks broke the locks on Cristalina's meter box for a second

1 second time and obtained water services fraudulently for a second time, Cristalina exercised its
2 right to refuse to reconnect the Becks pursuant to W.A.C. 480-110-355(1)(c)(ii).

3 The Becks requested reconnection, but continue to disavow their obligation to pay
4 Cristalina what they owe. They now seek out the help of the UTC.

5
6 **I. RELIEF REQUESTED**

7 Cristalina requests that UTC order that Cristalina is not obligated to reconnect the Becks
8 because the Becks have committed "further fraud" as defined in W.A.C. 480-110-355(1)(c)(ii).

9
10 **II. STATEMENT OF FACTS**

11 Cristalina has provided water to the Beck's home for many years. The Becks, however,
12 until recently, have not paid for that water. In addition, in 2010, the Becks vandalized Cristalina
13 property, threatened its water operators at gun point, and otherwise cost Cristalina and its other
14 customer's money. Exh. 11.

15 On October, 3, 2013, Steven Elliott, Consumer Complaint Investigator from the UTC,
16 acknowledged that the Becks' account with Cristalina was extremely delinquent.

17 "Going back six years from today, we find that on October 1, 2007, the
18 customer's account balance was \$20,928.14." See Exh. 1.

19 A quick review of the Beck's account history with Cristalina demonstrates the Becks'
20 consistent unwillingness to pay for services provided by Cristalina beginning in 2000, when their
21 outstanding balance was \$6,972.44. See Exh. 8, p.1. Between January 2001 and September
22 2009, the Becks never paid for their water service and their balance grew as high as
23 \$28,551.96. *Id.* at pp. 1-8. On February 28, 2011, their account was credited \$20,514.19, and
24 their balance became \$8,037.77. At that time, the Becks were making current payments most
25 of the time but made no payments for past due amounts.

1 In 2013, Steven Elliott was asked by the Becks to investigate what they owed Cristalina.
2 Mr. Elliott undertook a detailed examination of the Becks' account with Cristalina. At the time of
3 Mr. Elliott's investigation, Cristalina asserted the Becks owed \$8,950.26. After reviewing the
4 Beck's account, Mr. Elliott issued a report in early October 2013, wherein he concluded that
5 while the Becks might not have paid the \$8,950.26 owing to Cristalina, Cristalina was only
6 entitled to bill the customer going back six years. Based on that six year limitation, Cristalina
7 was ordered by the UTC to credit the Becks another \$5,526.48. Mr. Elliott stated,

8 "Based upon my findings, the customer's balance as of June 15 (prior to
9 whenever the June bill was issued) should be \$3,423.78." See Exh. 1, p.1.

10 Mr. Elliot provided his finding to the Becks as well as to Cristalina. *Id.* But the Becks
11 did not pay.

12 On November 5, 2013, Cristalina personally delivered to the Becks' primary door, a
13 "FIRST NOTICE OF DISCONNECTION." See Exh. 2. See also Exh. 4. In that notice, issued
14 in accordance with W.A.C. 480-110-355 (3), the Becks were advised that they must pay the
15 \$3,423.78 ordered by the UTC, or risk disconnection on or before November 20, 2013. The
16 Becks ignored this notice and did not contact Cristalina to make payment or request payment
17 arrangements. Exh. 11.

18 On November 15, 2013, Cristalina mailed a "SECOND NOTICE OF DISCONNECTION."
19 See Exh. 3. Again, the Becks were advised to pay the \$3,423.78 or risk disconnection on or
20 before November 20, 2013. Again, the Becks ignored this second notice and did not contact
21 Cristalina to make payment or request payment arrangements. Exh. 11.

22 On Monday, November 25, Maria Lindberg, from Cristalina, called the Becks and
23 attempted one last time to secure payment. She left a voicemail. See Exh. 11. On
24 November 26, 2013, Mr. Jonathan Wiley, from Northwest Water Systems, Inc. ("NWS"), the
25 State certified water operator for Cristalina, hand delivered to Ms. Beck a third notice and then

1 disconnected the Becks from Cristalina's water meter. See Exh. 4. He placed a NWS lock on
2 the meter box. Mr. Wiley returned the next day to discover that the lock was missing and the
3 Beck's water service had been reconnected. *Id.* He confirmed with Cristalina that the Becks
4 had not paid their bill and then shut off the water again, and placed a second NWS lock on the
5 meter box. *Id.*

6 On December 5, 2013, Mr. Wiley returned to the Beck's home only to discover that the
7 second lock was missing and the Beck's water service was reconnected a second time. Again,
8 he confirmed that the Becks had not paid their bill. *Id.* Mr. Wiley then contacted the UTC to
9 determine whether he could legally remove the water meter because the Becks had apparently
10 cut his locks twice and twice reconnected themselves without knowledge of Cristalina. The
11 UTC confirmed for Mr. Wiley that he could remove the meter. Mr. Wiley removed the meter and
12 a third lock was applied. *Id.*

13 On December 12, 2013, Mr. Wiley returned and found that his third lock was missing,
14 presumably cut by the Becks, and saw evidence of an apparent attempt to reconnect the
15 service without a water meter, which was unsuccessful. A day later, on December 13, the
16 Becks turned to the UTC and filed their Complaint.

17 III. STATEMENT OF ISSUES

- 18 1. Whether Cristalina properly disconnected the Becks for failure to pay \$3,423.78, plus
19 expenses?

20 ANSWER: Yes.

- 21 2. Whether Cristalina is obligated to reconnect the Becks after they have committed
22 "further fraud," as defined in W.A.C. 480-110-355(1)(c)(ii)?

23 ANSWER: No.

24 IV. EVIDENCE RELIED UPON

25 The following exhibits are relied upon by Cristalina:

1. Email dated October 3, 2013, from Steve Elliott, Consumer Complaint Investigator, UTC – describing results of investigation into amount owing by customers, Mike and Glenda Beck;
2. Cristalina LLC, 1st Notice of Disconnection, dated November 5, 2013;
3. Cristalina LLC, 2nd Notice of Disconnection, dated November 15, 2013;
4. Northwest Water Systems, sworn statement of Jonathan Wiley, President & CEO, describing how Becks obtained service fraudulently on two occasions;
5. Email from Maria Lindberg to Beck attorney, Barry Kombol dated December 5, 2013;
6. Email from Beck attorney, Barry Kombol, to Maria Lindberg and Lindberg response dated December 6, 2013;
7. Email from Beck attorney, Barry Kombol, to Maria Lindberg and Lindberg response dated December 9, 2013;
8. Beck billing history from January 2001 through January 2012;
9. Beck billing history from February 2012 through December 2013;
10. W.A.C. Section 480-110-355 (Discontinuing Service);
11. Declaration of Maria Lindberg.

V. ARGUMENT

The Becks are not entitled to the relief they request. The Becks owe Cristalina \$3,423.78, an amount that has been determined correct by the UTC after an audit of the Becks' account.

The Becks have a long history of not paying their account with Cristalina. In fact, several years ago, the Becks were in a similar situation with Cristalina when Cristalina disconnected their service for non-payment. In that case, like this one, the Becks resorted to "self help" and destruction of property by cutting locks and reconnecting themselves without the knowledge or consent of Cristalina. They also threatened Cristalina's water operator with a gun. Due to a defect in Cristalina's bill at the time, the UTC ordered the Becks be reconnected. That defect does not exist here.

1 The Becks seem to believe that if they disagree with a bill, although they offer no
2 justification for their disagreement, they can hold Cristalina hostage and require it to continue to
3 provide water. The Becks are a poor but clear example of someone trying to "game" the
4 system.

5 They should not be allowed to simply say, "we've disputed owing that sum to the Water
6 Company for three years." In fact, the UTC has determined after a careful audit exactly what
7 they owe. It is not Cristalina's burden to prove anything more.

8 Cristalina followed the strict requirements of the UTC when it issued the first and second
9 disconnection notices to the Becks. Consistent with their earlier behavior, in November 2013,
10 the Becks thumbed their noses at the water company, destroyed property belonging to the
11 water operator, NWS, and illegally reconnected themselves twice, and apparently tried a third
12 time. When their fraudulent efforts were unsuccessful, they turned to the UTC for help. They
13 should not be heard to complain. If Cristalina was empowered to ask, it would ask the UTC to
14 order the Becks to pay.

15 Ms. Beck makes reference to the fact that she is "a borderline diabetic" and "having no
16 water makes it inconvenient for me, and could put my health and monitoring of my blood sugar
17 at risk to my health." This appears to be an attempt to excuse her conduct and suggest that
18 reconnection should occur because of a "medical emergency."

19 W.A.C. 480-110-355(2) addresses when a medical emergency requires reconnection
20 and it doesn't apply here. First, there is no evidence of an "emergency." Ms. Beck simply refers
21 to the "inconvenience" and "risk" the disconnection poses. Second, the Becks never contacted
22 Cristalina and provided notice that a "medical emergency" exists, which is a predicate for this
23 section to apply. Now, after the disconnection has occurred, the Becks raise this not only too
24 late, and not as an emergency, but only as an "inconvenience."
25

1 Their only stated argument is they dispute owing the money. As discussed above, this
2 argument is baseless and should not be a reason to order reconnection. The UTC, the body
3 that provides strict oversight regarding the charges owed by utility customers, has already
4 determined that the Becks owe the money. If the Becks want to continue to dispute that they
5 owe that amount, it is up to the Becks to pursue alternative remedies, not Cristalina.

6 The Becks misquote Mr. Elliott and attempt to mislead the UTC by suggesting Mr. Elliot
7 told Cristalina it could not disconnect the Becks based on their \$3,423.78 balance owing. The
8 Becks, at p.2 of their brief, misquote Mr. Elliott as follows:

9 "The company may still attempt to collect the money (\$3,423.78) from the
10 customer, or send the customer to collections, but this balance cannot affect the
customer's account."

11 The parenthetical, "(\$3,423.78)" is not part of Mr. Elliott's statement and as
12 discussed below, he was not referring to that obligation. Mr. Elliot actually said,

13 "Most notably, the 6-year statute of limitations applies to this customer. Going
14 back six years from today, we find that on October 1, 2007, the customer's
15 account balance was \$20,928.14. Because this balance was accumulated
16 before the statute period, it should be written off. The company may still attempt
to collect the money from the customer, or send the customer to collections, but
this balance cannot affect the customer's account."

17 Mr. Elliott told Cristalina that it could attempt to collect the \$20,928.14, owed by the
18 Becks but the **\$20,928.14 balance "could not affect the customer's account."** The amount
19 of \$3,423.78, on the other hand, is exactly what he determined that Cristalina could collect on its
20 customer's account. That is the exact amount that Cristalina told the Becks they needed to pay
21 to avoid disconnection.

22 VI. CONCLUSION

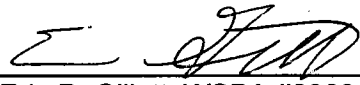
23 It is outrageous for the Becks to come before the UTC and request that they be
24 reconnected. Not only have they failed to pay Cristalina what the UTC has told them they owe,
25 but they have, on repeated occasions, destroyed property and reconnected themselves without

1 the knowledge or consent of Cristalina. It is more outrageous knowing that they are
2 represented by counsel, Barry Kombol, who apparently advised them through this process. The
3 only fair conclusion to this hearing is for the UTC to order that the Becks are not entitled to
4 reconnection. The Becks are a unfair drain on this small water company and they fail to pay
5 their obligations with impunity.

6 A water company is provided very limited recourse against its customers. W.A.C. 480-
7 110-355 sets forth a detailed process for disconnecting and, when appropriate, i.e. "further
8 fraud," relieving the water company of the obligation to reconnect. The Becks are a perfect
9 example of when and why a water company should not be ordered to reconnect.

10 DATED this 20th day of December, 2013.

11 PREG O'DONNELL & GILLETT PLLC

12
13 By 
14 Eric P. Gillett, WSBA #23691
15 Attorneys for Respondent Cristalina Water
16 Company

Maria:

I have completed my investigation into the customer's account history, based upon the information provided by the company during the course of the complaint. The customer's account must be adjusted by issuing a credit of \$5,526.48. I will explain below why the customer's account balance is incorrect, and I expect it to be changed. I will assume that you have made the required corrections, regardless of whether you respond to this email or not. I will be providing the customer my findings as well, and telling her to expect this credit to appear on her next bill. She will be instructed to call us back if her next bill is not credited.

I recalculated the customer's account history, using a starting balance of \$0 as of Oct. 1, 2007. I added the customer's bills, plus the tariffed 2% late fees, and all of the corrected bills, missing late fees, and missing bills up to June 15, 2013. I did not include either of the 2011 bad debt write offs, or any charges or payments that may have occurred since the account history was provided on July 3, 2013. Based upon my findings, the customer's total balance as of June 15 (prior to whenever the June bill was issued) should be \$3,423.78.

There are several reasons for the large difference (\$5,526.48) between the figure you provided (\$8,950.26), and the figure I came to (\$3,423.78). Most notably, the 6-year statute of limitations applies to this customer. Going back six years from today, we find that on Oct. 1, 2007, the customer's account balance was \$20,928.14. Because this balance was accumulated before the statute period, it should be written off. The company may still attempt to collect the money from the customer, or send the customer to collections, but this balance cannot affect the customer's account. Indeed, of the \$20,928.14 balance, \$20,919.19 was written off in 2011.

Of the 49 late fees (or "finance charges") charged since Oct. 1, 2007, I could not find a single instance where the company charged a 2% late fee (the rate in the tariff). The actual interest charged fluctuated between 0.4% and 4.76%. In addition to the incorrect late fees, there were 20 instances where no late fees were charged. There were 10 months in a row where the customer was not charged for water service at all. An additional 8 bills were charged an incorrect rate.

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my findings, the customer's total balance as of June 15 (prior to whenever the June bill was issued) should be \$3,423.78.

* * *

I previously recorded violation of WAC 480-110-385(3)(a) - (1 count on July 25, and 9 counts on Sept. 20). I am updating the violation count and description as follows:

Violation of WAC 480-110-385(3)(a) - (76 counts) - because after the company investigated the informal complaint, it failed to provide a complete response to the commission staff within two business days. On June 13, I requested a copy of the customer's statement for March 2013, an account history, the letter that was sent to the customer in March 2013, and clarification of which bills were sent late, not sent at all, or returned for insufficient postage for the period of December 2012, to March 2013. The response was due June 17, by 5:00 p.m.

On July 3, the company provided the account history and customer letter. On Aug. 14, the company stated they had no information about which bills were sent late, not sent at all, or returned for insufficient postage. On Aug. 20, the company clarified that they have some returned envelopes, but because they are window envelopes, they don't know who they were addressed to. A copy of the customer's March 2013, statement was never received. Daily violations recorded for the period of June 17, to Oct. 2, 2013.

I am recording violation of WAC 480-110-485(1) - (12 counts) - because the company failed to retain all records of bills for the period of October 2012, to September 2013 (12 counts). The company was unable to provide bills copies or enough substantive information to reproduce the bills. The company also was unable to determine when (or if at all) the bills were mailed or hand-delivered, and when they were returned for insufficient postage.

I am recording violation of WAC 480-110-375(1)(a) - (10 counts) - because the company failed to issue a bill to the customer during the period of April 2011, to January 2012. While the WAC states that customer bills must be issued at intervals not to exceed three months, the company's tariff states that all bills will be paid monthly. If bills are to be paid monthly, they must be issued monthly.

I am recording violation of RCW 80.28.080 - (58 counts) - because the company charged a greater or less or different compensation for service rendered than the rates and charges applicable to such service as specified in its schedule filed and in effect at the time. The company failed to bill in accordance with its tariff. A breakdown of the individual violations are as follows:

- (20 counts) - because the customer was not charged late fees in March 2010, June 2011, September 2011, November 2011, and February 2012 to May 2013.
- (19 counts) - because the customer was charged more than 2% of the past due balance for a late fee 19 times during the period of April 30, 2010, to January 9, 2012. There were 30 late fees charged from Oct. 1, 2007, to Feb. 28, 2010. These incorrect late fees all had violations recorded in a previous complaint, 108411.
- (1 count) - because on March 1, 2010, the customer was incorrectly billed \$68.30, instead of \$77. The rates in effect at the time of the bill were \$45 base and \$32 surcharge. The company had new rates that went into effect on March 2, and March 3, 2010, after the bill was issued. $\$45 + \$32 = \$77$.
- (5 counts) - because on April 1, May 1, June 1, July 1, and Aug. 1, 2010, the customer was incorrectly billed \$70, instead of \$68.30. The rates in effect at the time of the bills were \$32 base, \$32 surcharge, and \$4.30 surcharge. $\$32 + \$32 + \$4.30 = \68.30 .
- (1 count) - because on Feb. 22, 2012, the customer was incorrectly billed \$77.83, instead of \$82.13. The company's tariff in effect at the time had a Capital Repair Surcharge of \$4.30, expiring on Feb. 29, 2012. The company bills in arrears, and the bill was issued prior to the surcharge expiring. $315 \text{ cuft} \times \$0.0185 = \$5.83 + \$40 + \$32 = \$77.83 + \$4.30 = \82.13 .
- (1 count) - because on Feb. 15, 2013, the customer was incorrectly billed \$79.22, instead of \$81.16. The customer used 495 cubic feet at \$0.0185 each, plus a \$40 base, plus a \$32 surcharge. $495 \text{ cuft} \times \$0.0185 = \$9.1575 = \$9.16 + \$40 + \$32 = \$81.16$.
- (1 count) - because on March 16, 2013, the company issued a bill to correct the Feb. 15, 2013, bill. However, the company failed to credit the incorrect bill from Feb. 15.
- (10 counts) - because the company failed to bill the customer during the period of April 2011, to January 2012. The company did not issue any bills for water service during this period, nor did they retroactively bill the customer afterwards. However, late fees did continue to accrue on the previous balance.

This complaint is now closed. The disposition is Consumer Upheld. Please note that the Consumer Protection section has an internal quality review program, and all closed complaints are subject to possible review and/or re-opening. The explanation of the violations recorded above constitutes technical assistance.

Please make all corrections necessary to ensure future compliance. Repeat violations may result in enforcement action, including monetary penalties. Staff considers a number of factors when recommending penalties, including whether past technical assistance was provided and subsequently followed.

Thank you,

Steven Elliott | Consumer Complaint Investigator

Utilities and Transportation Commission | Consumer Protection and Communications

PO Box 47250 | 1300 S Evergreen Park Dr SW, Olympia, WA 98504

selliott@utc.wa.gov | Toll Free: 1-888-333-WUTC (9882) | Fax: 360-664-4291

CRISTALINA, LLC

(360) 296-7318

P.O. Box 4055, Bellingham WA 98227

1200 Old Fairhaven Parkway, Suite 106, Bellingham WA 98225

[X] FIRST NOTICE OF DISCONNECTION
[] SECOND NOTICE OF DISCONNECTION

TO: Michael & Glenda Beck

SERVICE ADDRESS: 27107 314th Ave SE, Ravensdale, WA 98051

AND TO:

MAILING ADDRESS:

PLEASE TAKE NOTICE your service is scheduled for DISCONNECTION.

Cristalina, LLC., a limited liability company, intends to disconnect water service at the first address listed above for non-payment of delinquent charges on or before 5:00 o'clock, p.m. on (11/20/2013). Your account balance is \$3,423.78, of which \$0 is current charges, not yet delinquent. In order to avoid disconnection, you must pay \$3,423.78 in full unless mutually agreed upon payment arrangements are made with Cristalina, LLC.

Please send your payments to: Cristalina, LLC, P.O. Box 4055, Bellingham WA 98227.

To make mutually agreed upon payment arrangements, please call Cristalina, LLC's bookkeeper at (360) 296-7318 or (360) 483-9322. If mutually accepted arrangements are not kept, the company may disconnect service without further notice.

This notice shall expire after ten business days from the first day that the company may disconnect service, unless other mutually agreed upon arrangements have been made and confirmed in writing by the company.

If your service is disconnected for non-payment, a \$50.00 disconnect fee will be added to your account. You will be liable for a \$50.00 reconnection charge. You may also be charged a security deposit on your account.

If you have any questions concerning this notice or would like to discuss the proposed disconnection of service you may call Cristalina, LLC's manager, Maria Lindberg, at (360) 296-7321 or (360) 483-9322.

Cristalina, LLC

By: 

Authorized Signature

Date of Mailing/Delivery of this notice: (11-5-2013)

EXHIBIT A

2nd NOTICES

CRISTALINA, LLC
(360) 296-7318
P.O. Box 4055, Bellingham WA 98227
1200 Old Fairhaven Parkway, Suite 106, Bellingham WA 98225

[] FIRST NOTICE OF DISCONNECTION
[X] SECOND NOTICE OF DISCONNECTION

TO: Michael & Glenda Beck

SERVICE ADDRESS: 27107 314th Ave SE, Ravensdale, WA 98051

AND TO:

MAILING ADDRESS:

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Cristalina, LLC., a limited liability company, intends to disconnect water service at the first address listed above for non-payment of delinquent charges on or before 5:00 o'clock, p.m. on (11/20/2013). Your account balance is \$3,423.78, of which \$0 is current charges, not yet delinquent. In order to avoid disconnection, you must pay \$3,423.78 in full unless mutually agreed upon payment arrangements are made with Cristalina, LLC.

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This notice shall expire after ten business days from the first day that the company may disconnect service, unless other mutually agreed upon arrangements have been made and confirmed in writing by the company.

If your service is disconnected for non-payment, a \$50.00 disconnect fee will be added to your account. You will be liable for a \$50.00 reconnection charge. You may also be charged a security deposit on your account.

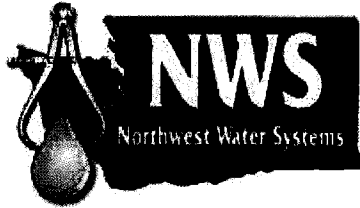
If you have any questions concerning this notice or would like to discuss the proposed disconnection of service you may call Cristalina, LLC's manager, Maria Lindberg, at (360) 296-7321 or (360) 483-9322.

Cristalina, LLC

By: 
Authorized Signature

Date of Mailing/Delivery of this notice: (11-15-2013)





December 20, 2013

Regarding the Disconnection of Ms. Beck's water service on the Cristalina Water Company Water System.

After hanging a door knocker personally, and then per Maria Lindberg's confirmation, a second notice being mailed, a third and final notice was hand delivered to Ms. Beck. Immediately following the third notice, water was turned off and the service connection was locked using a Northwest Water Systems, hereafter referred to as NWS, lock on November 26th, 2013. A follow-up visit was conducted on November 27th, 2013, where our lock was absent and the water was returned to service. After confirming with Maria Lindberg that no payment had been made, it was assumed the lock was cut, as no NWS staff removed the lock. Service was shut off and locked off a second time with a NWS lock on November 27th, 2013.

NWS next regularly scheduled visit was December 5th, 2013 where the service was once again restored with the NWS lock being absent. After again confirming with Maria Lindberg that no payment arrangements had been made, I contacted the Utilities and Transportation Commission to confirm that Maria's request to have the water meter removed was legal based on two locks having been cut and water service restored without payment. After speaking with a representative from the UTC and with Maria Lindberg, the service meter was removed and a third lock was applied to the meter setter.

On the next visit, this third lock was absent, presumed cut, on December 12th, 2013. The ground in the meter box was wet, as it would be if the service were turned on without the meter installed.

I am over 18 years of age and I am competent to testify to the facts stated herein, all of which are based upon my personal knowledge. I declare under penalty of perjury under the laws of the State of Washington that the information in this letter is true and correct.

Respectfully,

A handwritten signature in black ink, appearing to read "Jonathan Wiley", is written over the typed name. To the right of the signature, the date "12/20/2013" is handwritten in the same ink.

Jonathan Wiley
President/CEO

Northwest Water Systems, Inc.



To: Barry Kombol <rainierlegal@yahoo.com>
Cc: "Pearson, Rayne (UTC)" <rpearson@utc.wa.gov>
Sent: Thursday, December 5, 2013 7:33 PM
Subject: Re: Removal of Beck's Meter

Mr. Kombol,

Your clients have not felt they needed to pay the water company for many years. Instead of paying their water bill like the other customers they have chosen to hire an attorney. We are a small water company and did not have the resources to fight the Becks. The Becks have not followed the law, they did not pay what was determined to be owed to them by the UTC. The UTC granted them a rather large discount. Instead of graciously paying what the UTC felt they owed, they hired an attorney again. When we gave them proper notice for disconnection they did not make any payment arrangements with the company. Almost every other customer with a disconnection notice did. Instead of paying me a deposit and reconnection fee once they were disconnected, they have chosen to break our disconnection locks and reconnect themselves to our system. This is illegal and costly to the company. The company does not feel that the Becks are good customers that feel responsible for their bill despite the UTC ruling what they owe. We do plan to take civil action against the Becks as they are the only customers that do not feel that they need to pay their bill and the company does not feel that it is fair to all of the other customers on the system. It is in fact the Becks that have been a huge burden and expense on Cristalina Water Company and it's other customers. We have asked the Becks to pay what they owe, we were willing to make payment arrangements. They chose not to do so. We disconnected them. Instead of paying a reconnection fee and reconnecting they reconnected themselves illegally twice. The ability to reconnect with a deposit and reconnection fee is forfeited when someone breaks the locks and steals from the company twice. Our small company can not have customers vandalizing and stealing from us.

You can bring your dispute up with the UTC. The Becks have stolen from this company and they do not seem to me like they are good customers. Pardon me if I do not believe the Becks have sent checks. We have been depositing checks every two days. I do not have the record of Becks payments in front of me, but I can tell you we have deposited all of the checks we have received within 2 to 3 days.

Thank you for your understanding,

Maria Lindberg
Manager, Cristalina



=====

From: Maria Lindberg <maria@bellinghamhomes.net>
To: Barry Kombol <rainierlegal@yahoo.com>
Date: Friday, December 6, 2013 5:23 PM
Subject: Re: Mike and Glenda Beck

Mr. Kombol,

It is humorous that you are accusing me of not depositing the checks in a timely manner. I told you we deposit them within 2 or 3 days of them arriving. Ms. Beck only sent the checks in the end of November they were deposited a few days ago. Yes, she did back date one, but in the future when she back dates checks she should use an earlier check number not one AFTER the one she dated 11/28/13 one she sent. Nice try. Cristalina is not interested in clients that falsely represent their actions. It causes stress on everyone. Also, when I made the comment about them not sending their payment. I was going off of what you said, and it is true they did not make their payments in a timely manner and lied about it as I suspected. I also stated in that email that I did not have the Becks account in front of me so I could not comment for sure if we had their payment. The latest checks war recieved were not in the disconnection notice. The disconnection notice was for past due amounts up to July or August I believe. Please reference the email I sent you with Steve Elliotts findings. The Becks continue to not pay what the UTC says they owe, I will send them their last bill from us this week taking them up to the time they were disconnected for lack of payment and we disconnected them as customers. It will cost Cristalina money to take them to court and as far as Cristalina is concerned the Becks are not a good credit risk. They have vandalized Company property more than once. We are no longer interested in having them as customers. Any money the Becks choose to send us will go towards their past due bills. We no longer will be considering them current or future customers. Let me be clear we will not be accepting a deposit from the Becks and reconnecting them unless the UTC rules that we must. We have no intention of keeping them as customers they are a credit risk, they have vandalized, stolen and they do not tell the truth. Would you like us to return the deposit when it arrives? Or would you like us to credit it to the past due balance?

I am sure you understand.

Kind regards,

Maria Lindberg

Manager, Cristalina

Maria Lindberg Agent | Realtor®

Lindberg-Gillett Group

From: Barry Kombol <rainierlegal@yahoo.com>
Reply-To: Barry Kombol <rainierlegal@yahoo.com>
Date: Friday, December 6, 2013 4:30 PM
To: Maria Lindberg <maria@bellinghamhomes.net>
Cc: "rpearson@utc.wa.gov" <rpearson@utc.wa.gov>
Subject: Mike and Glenda Beck

Ms. Lindberg: I asked Mrs. Beck to once again check with her bank and today she was able to confirm that the payments for September and October water service which I referenced in an earlier e-mail had indeed been deposited by the Water System. They cleared the Beck's checking account. When you state "I do not believe the Becks have sent checks" how can you explain the copies of those two checks which are attached to this e-mail as .pdf documents?

Why has the Water Company been holding and failing to promptly cash my client's payments for current water service?

Is there some problem with Cristalina's billing program or system? Please confirm that my client's water bills are current - with the exception of the disputed bills for 2000-2009 AND advise me what the reconnection charges are. You should have received my client' Deposit of \$160.00 today, but if not, it will be in your mailbox on Monday. I remain,

Sincerely yours, Barry Kombol

=====

From: Maria Lindberg <maria@bellinghamhomes.net>



Re: Mike and Glenda Beck

Maria Lindberg <maria@bellinghamhomes.net>

Mon 12/9/2013 7:49 PM

To: Barry Kombol <rainierlegal@yahoo.com>;

Cc: Pearson, Rayne (UTC) <RPearson@utc.wa.gov>;

Mr. Kombol,

Your clients did not contact me requesting reconnection to the Cristalina system once they were disconnected. I even called them directly prior to disconnection. They didn't care, they broke out locks and reconnected themselves twice. We pulled their meter due to them reconnecting themselves without any payment or payment arrangements after they had broken our locks twice. They now would like to reconnect with a deposit and reconnection fee. They did not contact us prior to them breaking our locks and reconnecting themselves illegally to our system. We no longer need to provide them water as they have vandalized and stolen water from the company twice this year. Right now we are preparing to demonstrate to the commission your clients fraud. The official disconnection notices, phone call record, disconnection, their breaking our locks and reconnecting themselves. Our second disconnection after the first fraudulent offense and warning to you of their behavior and then going back to find that they had broken our locks a second time and illegally reconnected themselves a second time. The Becks are not interested in being good customers. The Becks NEVER contacted me asking how much it would cost to reconnect. The only notice I received that they wanted to reconnect was from you saying that the commission said that I had to reconnect them for a deposit and fee. You clients had already broken our locks and reconnected themselves twice at that point. At no time did the Becks or Beck representative contact me about reconnection until AFTER they had broken our lock and reconnect themselves. I also contacted Mr. Kombol and told him that his clients behavior was wrong after the first disconnection. They didn't care. They just broke our locks and reconnected themselves a second time. Now that we have pulled their meter they are interested in reconnection. This is not the type of customer we wish to have and unless the commission determines that we need to reconnect them we are not planning on doing so.

Kind regards,

Maria Lindberg
Manager, Cristalina

From: Barry Kombol <rainierlegal@yahoo.com>
Reply-To: Barry Kombol <rainierlegal@yahoo.com>
Date: Monday, December 9, 2013 6:07 PM
To: Maria Lindberg <maria@bellinghamhomes.net>
Subject: Re: Mike and Glenda Beck

Ms. Lindberg: Disconnecting customers from a Private Utility Service and then refusing to furnish them with the amount required for reconnection is not something that is 'Humorous' to my clients. I do not think the Utilities and Transportation Commission will find that humorous either. Attached please find a letter I am sending you and Ms. Stark of the WUTC today which indicates how serious my clients are about both reconnecting to the Water Service Cristalina Water Company furnishes and preserving their dispute over charges incurred between 2000-2009, which they dispute owing. Barry Kombol



CRISTALINA, LLC

PO Box 2626
 Bellingham, WA 98227
 Physical Address:
 6610-309th Ave. SE
 .avensdale, WA 98051

Statement

Date

12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance		
11/20/2000	Balance forward		6,972.44		
01/01/2001	Beck, Michael-1056- INV #396.	45.00	7,017.44		
01/01/2001	CREDMEM #529.	-3.00	7,014.44		
01/31/2001	INV #FC 157. Finance Charge	387.75	7,402.19		
02/01/2001	INV #573.	45.00	7,447.19		
03/01/2001	INV #659.	45.00	7,492.19		
04/01/2001	INV #744.	45.00	7,537.19		
05/01/2001	INV #828.	45.00	7,582.19		
06/01/2001	INV #914.	45.00	7,627.19		
07/01/2001	INV #1000.	45.00	7,672.19		
08/01/2001	INV #1084.	45.00	7,717.19		
08/01/2001	CREDMEM #1216.	-10.00	7,707.19		
09/01/2001	INV #1266.	45.00	7,752.19		
09/01/2001	CREDMEM #1380.	-10.00	7,742.19		
10/01/2001	INV #1419.	45.00	7,787.19		
10/01/2001	CREDMEM #1549.	-10.00	7,777.19		
10/31/2001	INV #FC 205. Finance Charge	910.57	8,687.76		
11/01/2001	INV #1586.	45.00	8,732.76		
12/01/2001	INV #FC 273. Finance Charge	106.24	8,839.00		
12/01/2001	INV #1684.	45.00	8,884.00		
12/31/2001	INV #FC 318. Finance Charge	103.01	8,987.01		
01/01/2002	INV #1685.	45.00	9,032.01		
01/29/2002	INV #FC 344. Finance Charge	100.14	9,132.15		
02/01/2002	INV #1896.	45.00	9,177.15		
03/01/2002	INV #1983.	45.00	9,222.15		
03/05/2002	INV #FC 374. Finance Charge	121.72	9,343.87		
04/01/2002	INV #2069.	45.00	9,388.87		
04/09/2002	INV #FC 404. Finance Charge	122.50	9,511.37		
05/01/2002	INV #2156.	45.00	9,556.37		
05/07/2002	INV #FC 430. Finance Charge	98.56	9,654.93		
05/29/2002	INV #FC 457. Finance Charge	78.00	9,732.93		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

CRISTALINA, LLC

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Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance
06/01/2002	INV #2244.	45.00	9,777.93
06/26/2002	INV #FC 485. Finance Charge	99.80	9,877.73
07/01/2002	INV #2329.	45.00	9,922.73
07/26/2002	INV #FC 571. Finance Charge	107.70	10,030.43
08/01/2002	INV #2413.	45.00	10,075.43
08/29/2002	INV #FC 599. Finance Charge	122.65	10,198.08
09/01/2002	INV #2499.	45.00	10,243.08
09/26/2002	INV #FC 627. Finance Charge	101.66	10,344.74
10/01/2002	INV #2584.	45.00	10,389.74
10/31/2002	INV #FC 656. Finance Charge	127.96	10,517.70
11/01/2002	INV #2669.	45.00	10,562.70
11/30/2002	INV #FC 741. Finance Charge	110.38	10,673.08
12/01/2002	INV #2761.	45.00	10,718.08
12/26/2002	INV #FC 775. Finance Charge	96.22	10,814.30
01/01/2003	INV #2851.	45.00	10,859.30
01/30/2003	INV #FC 807. Finance Charge	130.30	10,989.60
02/01/2003	INV #2936.	45.00	11,034.60
02/28/2003	INV #FC 838. Finance Charge	112.39	11,146.99
03/01/2003	INV #3025.	45.00	11,191.99
03/31/2003	INV #FC 895. Finance Charge	116.78	11,308.77
04/01/2003	INV #3113.	45.00	11,353.77
04/28/2003	INV #FC 931. Finance Charge	106.00	11,459.77
05/01/2003	INV #3199.	45.00	11,504.77
05/31/2003	INV #FC 967. Finance Charge	125.64	11,630.41
06/01/2003	INV #3290.	45.00	11,675.41
06/30/2003	INV #FC 1006. Finance Charge	115.07	11,790.48
07/01/2003	INV #3380.	45.00	11,835.48
07/24/2003	INV #FC 1050. Finance Charge	92.44	11,927.92
07/29/2003	INV #FC 1086. Finance Charge	19.22	11,947.14
08/01/2003	INV #3286.	45.00	11,992.14
08/28/2003	INV #FC 1121. Finance Charge	116.41	12,108.55
09/01/2003	INV #3538.	45.00	12,153.55
09/29/2003	INV #FC 1158. Finance Charge	124.74	12,278.29

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

CRISTALINA, LLC

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Date

12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance
10/01/2003	INV #3631.	45.00	12,323.29
10/31/2003	INV #FC 1222. Finance Charge	125.45	12,448.74
11/01/2003	INV #3719.	45.00	12,493.74
11/28/2003	INV #FC 1245. Finance Charge	110.34	12,604.08
12/01/2003	INV #3809.	45.00	12,649.08
01/01/2004	INV #3900.	45.00	12,694.08
02/01/2004	INV #3988.	45.00	12,739.08
03/01/2004	INV #4080.	45.00	12,784.08
03/31/2004	INV #FC 1273. Finance Charge	497.57	13,281.65
04/01/2004	INV #4173.	45.00	13,326.65
04/01/2004	CREDMEM #4311.	-3.00	13,323.65
04/29/2004	INV #FC 1309. Finance Charge	117.42	13,441.07
05/01/2004	INV #4348.	45.00	13,486.07
05/31/2004	INV #FC 1345. Finance Charge	130.42	13,616.49
06/01/2004	INV #4440.	45.00	13,661.49
06/28/2004	INV #FC 1387. Finance Charge	114.68	13,776.17
07/01/2004	INV #4540.	45.00	13,821.17
07/29/2004	INV #FC 1427. Finance Charge	127.82	13,948.99
08/01/2004	INV #4629.	45.00	13,993.99
08/30/2004	INV #FC 1464. Finance Charge	132.55	14,126.54
09/01/2004	INV #4721.	45.00	14,171.54
10/01/2004	INV #4813.	45.00	14,216.54
10/01/2004	INV #FC 1502. Finance Charge	133.26	14,349.80
10/29/2004	INV #FC 1539. Finance Charge	117.16	14,466.96
11/01/2004	INV #4904.	45.00	14,511.96
12/01/2004	INV #4995.	45.00	14,556.96
12/02/2004	INV #FC 1577. Finance Charge	142.90	14,699.86
01/01/2005	INV #5084.	45.00	14,744.86
01/03/2005	INV #FC 1621. Finance Charge	135.39	14,880.25
01/28/2005	INV #FC 1660. Finance Charge	106.10	14,986.35
02/01/2005	INV #5175.	45.00	15,031.35
03/01/2005	INV #5268.	45.00	15,076.35
03/01/2005	INV #FC 1702. Finance Charge	136.81	15,213.16

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

CRISTALINA, LLC

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12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance
03/29/2005	INV #FC 1744. Finance Charge	120.26	15,333.42
04/01/2005	INV #5361.	45.00	15,378.42
04/28/2005	INV #FC 1780. Finance Charge	129.81	15,508.23
05/01/2005	INV #5451.	45.00	15,553.23
05/31/2005	INV #FC 1821. Finance Charge	143.16	15,696.39
06/01/2005	INV #5542.	45.00	15,741.39
06/28/2005	INV #FC 1866. Finance Charge	122.12	15,863.51
07/01/2005	INV #5632.	45.00	15,908.51
08/01/2005	INV #FC 1908. Finance Charge	148.90	16,057.41
08/01/2005	INV #5725.	45.00	16,102.41
09/01/2005	INV #FC 1947. Finance Charge	136.74	16,239.15
09/01/2005	INV #5819.	45.00	16,284.15
10/01/2005	INV #FC 1985. Finance Charge	133.12	16,417.27
10/01/2005	INV #5909.	45.00	16,462.27
11/01/2005	INV #FC 2063. Finance Charge	138.12	16,600.39
11/01/2005	INV #6038.	45.00	16,645.39
12/01/2005	INV #FC 2167. Finance Charge	134.46	16,779.85
12/01/2005	INV #6201.	45.00	16,824.85
01/01/2006	INV #FC 2203. Finance Charge	139.50	16,964.35
01/01/2006	INV #6290.	45.00	17,009.35
02/01/2006	INV #6384.	45.00	17,054.35
02/01/2006	INV #FC 2247. Finance Charge	140.19	17,194.54
03/01/2006	INV #FC 2286. Finance Charge	127.04	17,321.58
03/01/2006	INV #6473.	45.00	17,366.58
04/01/2006	INV #FC 2330. Finance Charge	141.57	17,508.15
04/01/2006	INV #6562.	45.00	17,553.15
04/26/2006	INV #FC 2391. Finance Charge	114.31	17,667.46
05/01/2006	INV #6656.	45.00	17,712.46
05/25/2006	INV #FC 2450. Finance Charge	133.38	17,845.84
06/01/2006	INV #6759.	45.00	17,890.84
06/29/2006	INV #FC 2489. Finance Charge	162.23	18,053.07
07/01/2006	INV #6853.	45.00	18,098.07
08/01/2006	INV #FC 2528. Finance Charge	153.33	18,251.40

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

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12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance
08/01/2006	INV #6944.	45.00	18,296.40
09/01/2006	INV #FC 2568. Finance Charge	145.02	18,441.42
09/01/2006	INV #7039.	45.00	18,486.42
10/01/2006	INV #FC 2613. Finance Charge	141.16	18,627.58
10/01/2006	INV #7135.	45.00	18,672.58
10/26/2006	INV #FC 2652. Finance Charge	117.06	18,789.64
11/01/2006	INV #7226.	45.00	18,834.64
11/28/2006	INV #FC 2706. Finance Charge	155.52	18,990.16
12/01/2006	INV #7318.	45.00	19,035.16
12/27/2006	INV #FC 2741. Finance Charge	137.22	19,172.38
01/01/2007	INV #7411.	45.00	19,217.38
01/31/2007	INV #FC 2781. Finance Charge	167.69	19,385.07
02/01/2007	INV #7504.	45.00	19,430.07
02/28/2007	INV #FC 2822. Finance Charge	133.86	19,563.93
03/01/2007	INV #7599.	45.00	19,608.93
03/31/2007	INV #FC 2859. Finance Charge	149.16	19,758.09
04/01/2007	INV #7687.	45.00	19,803.09
04/30/2007	INV #FC 2901. Finance Charge	145.18	19,948.27
05/01/2007	INV #7759tmc.	45.00	19,993.27
05/31/2007	INV #FC 2930. Finance Charge	150.54	20,143.81
06/01/2007	INV #7844.	45.00	20,188.81
06/30/2007	INV #FC 2959. Finance Charge	146.52	20,335.33
07/01/2007	INV #7928.	45.00	20,380.33
07/31/2007	INV #FC 2991. Finance Charge	151.92	20,532.25
08/01/2007	INV #8011.	45.00	20,577.25
08/29/2007	INV #FC 3023. Finance Charge	142.34	20,719.59
09/01/2007	INV #8094.	45.00	20,764.59
10/01/2007	INV #FC 3060. Finance Charge	163.55	20,928.14
10/01/2007	INV #8178.	45.00	20,973.14
10/31/2007	INV #FC 3092. Finance Charge	149.20	21,122.34
11/01/2007	INV #8267.	45.00	21,167.34
12/01/2007	INV #FC 3121. Finance Charge	155.37	21,322.71
12/01/2007	INV #8355.	45.00	21,367.71

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

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 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance		
12/31/2007	INV #FC 3150. Finance Charge	150.54	21,518.25		
01/01/2008	INV #8439.	45.00	21,563.25		
01/31/2008	INV #FC 3179. Finance Charge	156.75	21,720.00		
02/01/2008	INV #8523.	45.00	21,765.00		
02/29/2008	INV #FC 3211. Finance Charge	146.18	21,911.18		
03/01/2008	INV #8610.	45.00	21,956.18		
03/25/2008	INV #FC 3242. Finance Charge	126.41	22,082.59		
04/01/2008	INV #8694.	45.00	22,127.59		
04/30/2008	INV #FC 3272. Finance Charge	183.53	22,311.12		
05/01/2008	INV #8778.	45.00	22,356.12		
05/31/2008	INV #FC 3305. Finance Charge	158.82	22,514.94		
06/01/2008	INV #8862.	45.00	22,559.94		
06/30/2008	INV #FC 3338. Finance Charge	154.56	22,714.50		
07/01/2008	INV #8946.	45.00	22,759.50		
07/31/2008	INV #FC 3369. Finance Charge	160.20	22,919.70		
08/01/2008	INV #9030.	45.00	22,964.70		
08/31/2008	INV #FC 3404. Finance Charge	161.58	23,126.28		
09/01/2008	INV #9114.	45.00	23,171.28		
09/30/2008	INV #FC 3441. Finance Charge	156.57	23,327.85		
10/01/2008	INV #9198.	45.00	23,372.85		
10/31/2008	INV #FC 3473. Finance Charge	162.27	23,535.12		
11/01/2008	INV #9283.	45.00	23,580.12		
11/30/2008	INV #FC 3503. Finance Charge	157.91	23,738.03		
12/01/2008	INV #9371.	45.00	23,783.03		
12/30/2008	INV #FC 3530. Finance Charge	158.58	23,941.61		
01/01/2009	INV #9457.	45.00	23,986.61		
01/31/2009	INV #FC 3566. Finance Charge	113.12	24,099.73		
02/01/2009	INV #9543.	45.00	24,144.73		
02/28/2009	INV #FC 3599. Finance Charge	98.85	24,243.58		
03/01/2009	INV #9630.	45.00	24,288.58		
03/31/2009	INV #FC 3633. Finance Charge	110.49	24,399.07		
04/01/2009	INV #9716.	45.00	24,444.07		
04/30/2009	INV #FC 3665. Finance Charge	106.87	24,550.94		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

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1056

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Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance
05/01/2009	INV #9802.	45.00	24,595.94
05/31/2009	INV #FC 3697. Finance Charge	111.41	24,707.35
06/01/2009	INV #9894.	77.00	24,784.35
06/30/2009	INV #FC 3726. Finance Charge	107.75	24,892.10
07/01/2009	INV #10067.	77.00	24,969.10
07/31/2009	INV #FC 3766. Finance Charge	112.33	25,081.43
08/01/2009	INV #10153.	57.00	25,138.43
08/31/2009	INV #FC 3807. Finance Charge	113.89	25,252.32
09/01/2009	INV #10238.	77.00	25,329.32
09/23/2009	PMT #1499. 39	-45.00	25,284.32
09/30/2009	INV #FC 3842. Finance Charge	109.27	25,393.59
10/01/2009	INV #10325.	77.00	25,470.59
10/14/2009	PMT #1600. 10153	-57.00	25,413.59
10/31/2009	INV #FC 3874. Finance Charge	113.43	25,527.02
11/01/2009	INV #10409.	77.00	25,604.02
11/27/2009	PMT #1634.	-154.00	25,450.02
11/30/2009	INV #FC 3905. Finance Charge	109.27	25,559.29
12/01/2009	INV #10502.	77.00	25,636.29
12/31/2009	INV #FC 3938. Finance Charge	113.43	25,749.72
01/01/2010	INV #10633.	77.00	25,826.72
01/31/2010	INV #FC 3969. Finance Charge	114.92	25,941.64
02/01/2010	INV #10722.	77.00	26,018.64
02/28/2010	INV #FC 4001. Finance Charge	103.26	26,121.90
03/01/2010	INV #10813.	68.30	26,190.20
03/10/2010	PMT #1736.	-70.00	26,120.20
03/10/2010	PMT #17726.	-287.00	25,833.20
04/01/2010	INV #10983.	70.00	25,903.20
04/15/2010	PMT #1772. 10971	-70.00	25,833.20
04/30/2010	INV #FC 4145. Finance Charge	445.36	26,278.56
05/01/2010	INV #11072.	70.00	26,348.56
05/10/2010	PMT #1809. 10972	-70.00	26,278.56
05/31/2010	INV #FC 4174. Finance Charge	226.84	26,505.40
06/01/2010	INV #11161.	70.00	26,575.40

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

CRISTALINA, LLC

PO Box 2626
 Bellingham, WA 98227
 Physical Address:
 610-309th Ave. SE
 avensdale, WA 98051

Statement

Date

12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance		
06/22/2010	PMT #1838.	-70.00	26,505.40		
06/30/2010	INV #FC 4208. Finance Charge	220.90	26,726.30		
07/01/2010	INV #11250.	70.00	26,796.30		
07/01/2010	PMT #1877.	-70.00	26,726.30		
07/31/2010	INV #FC 4245. Finance Charge	229.70	26,956.00		
08/01/2010	INV #11338.	70.00	27,026.00		
08/13/2010	PMT #1907.	-70.00	26,956.00		
08/24/2010	INV #FC 4283. Finance Charge	178.72	27,134.72		
09/01/2010	INV #11427.	68.30	27,203.02		
09/24/2010	PMT #1948.	-70.00	27,133.02		
09/30/2010	INV #FC 4318. Finance Charge	276.75	27,409.77		
09/30/2010	INV #FC 4363. Finance Charge	1.00	27,410.77		
09/30/2010	CREDMEM #11620.	-1.00	27,409.77		
10/01/2010	INV #12158.	68.30	27,478.07		
10/22/2010	INV #FC 4423. Finance Charge	166.74	27,644.81		
10/22/2010	PMT #1980.	-70.00	27,574.81		
11/01/2010	INV #12159.	68.30	27,643.11		
11/23/2010	PMT #1996.	-70.00	27,573.11		
11/30/2010	INV #FC 4487. Finance Charge	295.46	27,868.57		
12/01/2010	INV #12160.	68.30	27,936.87		
12/08/2010	PMT #2023.	-68.30	27,868.57		
12/31/2010	INV #FC 4552. Finance Charge	235.42	28,103.99		
01/01/2011	INV #12161.	68.30	28,172.29		
01/14/2011	PMT #2055.	-68.30	28,103.99		
01/31/2011	INV #FC 4606. Finance Charge	235.42	28,339.41		
02/01/2011	INV #12162.	68.30	28,407.71		
02/28/2011	INV #FC 4651. Finance Charge	212.55	28,620.26		
02/28/2011	PMT #2074.	-68.30	28,551.96		
02/28/2011	CREDMEM #12252.	-20,514.19	8,037.77		
03/01/2011	INV #12163.	68.30	8,106.07		
04/01/2011	PMT #2120.	-68.10	8,037.97		
04/01/2011	INV #FC 4697. Finance Charge	62.46	8,100.43		
04/30/2011	INV #FC 4732. Finance Charge	60.59	8,161.02		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93

CRISTALINA, LLC

PO Box 2626
 Bellingham, WA 98227
 Physical Address:
 5610-309th Ave. SE
 Ravensdale, WA 98051

Statement

Date

12/20/2013

Bill To

1056

Billing Questions: Stephanie Opsteegh 360-296-7318
 Water issues: Dick Unger 425-271-3218
 Late fees: 2% monthly

Due Date	Amount Due	Amount Enc.
1/4/2014	\$8,466.93	

Date	Description	Amount	Balance		
05/05/2011	PMT #2147.	-68.10	8,092.92		
05/25/2011	INV #FC 4777. Finance Charge	133.18	8,226.10		
05/31/2011	CREDMEM #12260.	-405.00	7,821.10		
06/09/2011	PMT	-68.30	7,752.80		
06/15/2011	PMT #2228.	-68.30	7,684.50		
06/17/2011	INV #FC 4813. Finance Charge	115.19	7,799.69		
08/31/2011	PMT #2270.	-68.30	7,731.39		
09/01/2011	INV #FC 4893. Finance Charge	386.37	8,117.76		
09/01/2011	PMT #2305.	-68.30	8,049.46		
09/15/2011	PMT #2321.	-68.30	7,981.16		
10/11/2011	PMT #2334.	-68.30	7,912.86		
10/31/2011	INV #FC 4983. Finance Charge	312.30	8,225.16		
12/01/2011	PMT #2403.	-68.30	8,156.86		
12/29/2011	INV #FC 5071. Finance Charge	319.26	8,476.12		
01/01/2012	PMT #2474.	-68.30	8,407.82		
01/09/2012	INV #FC 5162. Finance Charge	59.11	8,466.93		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
0.00	0.00	0.00	0.00	8,466.93	\$8,466.93



Report Criteria

Sorted by Account # (From: 1056, To: 1056)

Date range selected, From: 2/20/2012 To: 12/20/2013

Multiplier NOT Used

Cristalina LLC

12/20/2013

Billing History Report

Acct #	Date	Name	Water	Surcharge_1	Other_1	Other_2	Tax	Total	New Bal	User	Prev Bal
1056		Beck, Michael & Glenda									
	12/06/2013		46.25	32.00	0.00	0.00	0.00	78.25	78.25	admin	0.00
	11/10/2013		47.86	32.00	0.00	0.00	0.00	79.86	3489.62	admin	3,409.76
	10/07/2013		46.40	32.00	0.00	0.00	0.00	78.40	13782.62	ADMIN	13,704.22
	09/10/2013		47.34	32.00	0.00	0.00	0.00	79.34	13437.07	admin	13,357.73
	08/10/2013		49.56	32.00	0.00	0.00	0.00	81.56	13097.41	admin	13,015.85
	07/12/2013		48.10	32.00	0.00	0.00	0.00	80.10	12762.21	admin	12,682.11
	06/11/2013		48.92	32.00	0.00	0.00	0.00	80.92	12435.03	admin	12,354.11
	05/20/2013		47.58	32.00	0.00	0.00	0.00	79.58	12272.97	admin	12,193.39
	04/10/2013		47.77	32.00	0.00	0.00	0.00	79.77	11955.87	admin	11,876.10
	03/12/2013		47.22	32.00	0.00	0.00	0.00	79.22	11644.79	admin	11,565.57
	02/11/2013		49.16	32.00	0.00	0.00	0.00	81.16	11500.41	admin	11,419.25
	01/10/2013		47.25	32.00	0.00	0.00	0.00	79.25	11196.90	admin	11,117.65
	12/10/2012		47.23	32.00	0.00	0.00	0.00	79.23	10901.21	admin	10,821.98
	11/10/2012		49.36	32.00	0.00	0.00	0.00	81.36	10691.87	admin	10,610.51
	10/10/2012		46.66	32.00	0.00	0.00	0.00	78.66	10404.00	admin	10,325.34
	09/10/2012		48.49	32.00	0.00	0.00	0.00	80.49	10284.87	admin	10,204.38
	08/10/2012		49.90	32.00	0.00	0.00	0.00	81.90	10005.90	admin	9,924.00
	07/10/2012		46.51	32.00	0.00	0.00	0.00	78.51	9810.09	admin	9,731.58
	06/09/2012		48.14	32.00	0.00	0.00	0.00	80.14	9701.47	admin	9,621.33
	05/10/2012		47.03	32.00	0.00	0.00	0.00	79.03	9434.23	admin	9,355.20
	04/09/2012		48.10	32.00	0.00	0.00	0.00	80.10	9330.92	admin	9,250.82
	03/09/2012		47.75	32.00	0.00	0.00	0.00	79.75	9139.30	admin	9,059.55
	Totals:		1,052.58	704.00	0.00	0.00	0.00	1756.58	227357.01		225,600.43

Report Criteria

Sorted by Account # (From: 1056, To: 1056)

Date range selected, From: 2/20/2012 To: 12/20/2013
Multiplier NOT Used

Cristalina LLC

12/20/2013

Payment History Report

Acct #	Date	Name	Water	Surcharge 1	Other 1	Tax	Other 2	LF 1	LF 2	Total	New Bal	User	Vd	TY	Check #
1056		Beck, Michael & Glenda													
	12/3/13	0.00	0.00	0.00	80.92	0.00	0.00	0.00	0.00	80.92	3330.30	admin	P	Check	3090
	12/3/13	0.00	0.00	0.00	79.86	0.00	0.00	0.00	0.00	79.86	3250.44	admin	P	Check	3092
	12/3/13	0.00	0.00	0.00	13.08	0.00	0.00	65.32	0.00	78.40	3411.22	admin	P	Check	3091
	11/7/13	0.00	0.00	0.00	79.34	0.00	0.00	0.00	0.00	79.34	3344.44	admin	P	Check	3068
	10/16/13	0.00	0.00	0.00	0.00	0.00	0.00	80.10	0.00	80.10	13620.96	ADMIN	P	Check	3039
	10/16/13	0.00	0.00	0.00	0.00	0.00	0.00	81.56	0.00	81.56	13701.06	ADMIN	P	Check	3038
	6/20/13	0.00	0.00	0.00	0.00	0.00	0.00	79.77	0.00	79.77	12193.20	admin	P	Check	2902
	6/9/13	0.00	0.00	0.00	0.00	0.00	0.00	79.77	0.00	79.77	12113.43	admin	P	Check	
	5/30/13	0.00	0.00	0.00	0.00	0.00	79.77	0.00	0.00	79.77	12193.20	admin	P	Check	2902
	3/8/13	0.00	0.00	0.00	0.00	0.00	0.00	78.19	0.00	78.19	11340.39	admin	P	Check	2823
	3/8/13	0.00	0.00	0.00	0.00	0.00	0.00	81.83	0.00	81.83	11418.58	admin	P	Check	2824
	11/20/12	0.00	0.00	0.00	0.00	0.00	0.00	80.49	0.00	80.49	10611.38	admin	P	Check	2730
	10/7/12	0.00	0.00	0.00	0.00	0.00	0.00	78.51	0.00	78.51	10206.36	admin	P	Check	2705
	10/7/12	0.00	0.00	0.00	0.00	0.00	0.00	81.90	0.00	81.90	10124.46	admin	P	Check	2706
	7/16/12	0.00	0.00	0.00	0.00	0.00	0.00	79.14	0.00	79.14	9730.95	admin	P	Check	2643
	6/20/12	0.00	0.00	0.00	0.00	0.00	0.00	80.10	0.00	80.10	9542.34	admin	P	Check	2605
	6/20/12	0.00	0.00	0.00	0.00	0.00	0.00	79.03	0.00	79.03	9622.44	admin	P	Check	2606
	4/23/12	0.00	0.00	0.00	0.00	0.00	0.00	77.83	0.00	77.83	9173.34	admin	P	Check	2544
	4/23/12	0.00	0.00	0.00	0.00	0.00	0.00	79.75	0.00	79.75	9251.17	admin	P	Check	2545
	3/15/12	0.00	0.00	0.00	0.00	0.00	0.00	68.30	0.00	68.30	9071.00	admin	P	Check	2510
		0.00	0.00	0.00	253.20	0.00	79.77	1251.59	0.00	1584.56	187250.66				





Mobile
WACs > Title 480 > Chapter 480-110 > Section 480-110-355

[480-110-345](#) << [480-110-355](#) >> [480-110-365](#)

WAC 480-110-355

[Agency filings affecting this section](#)

Discontinuing of service.

(1) **Service may be disconnected either by customer direction or by company action:**

(a) **Customer-directed.** Customers wanting to discontinue service must notify the water company. The company must disconnect the service as requested by the customer. If the customer fails to request disconnection of service the customer will be responsible to continue paying for water service at the company's tariff rate until the company becomes aware that the customer vacated the property.

(b) **Company-directed: Notice requirements** - After properly notifying the customer, as explained in subsection (3) of this section, the water company may discontinue service to its customers for:

- (i) Unpaid bills, as provided for in WAC [480-110-375](#) (Form of bills);
- (ii) Water use for purposes or properties other than those specified in the customer's application for service;
- (iii) Willful waste of water through improper or defective piping, equipment, or otherwise;
- (iv) Piping or equipment that does not meet the company's standards or fails to comply with other applicable codes and regulations;
- (v) Tampering with the company's property;
- (vi) Vacating the premises;
- (vii) Nonpayment of any proper charges, including deposit, as provided in the company's tariff;
- (viii) Refusing to allow access as required in WAC [480-110-305](#) (Access to premises);
- (ix) Violating rules, service agreements, or effective tariffs, including violation of outdoor watering instructions given to customers in order to curtail water use during time of shortage;
- (x) Use of equipment that detrimentally affects the company's service to its other customers.

(c) **Service obtained by fraud: No notice required before termination** - A water company may terminate service without notice when it discovers that a customer has obtained service fraudulently. Examples of fraud include: When service is connected without the company's knowledge, when service is obtained by fraudulent means or representations, or when service is used to provide service to other persons who are required to obtain their own service.

(i) **First offense:** The company may disconnect service immediately and without prior notice when it discovers fraud, unless the customer immediately pays:

- (A) The tariff rate for service that the company estimates was taken fraudulently; plus
- (B) All company costs resulting from the fraudulent use and all applicable

- Inside the Legislature**
- ★ Find Your Legislator
 - ★ Visiting the Legislature
 - ★ Agendas, Schedules and Calendars
 - ★ Bill Information
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 - ★ Legislative Committees
 - ★ Legislative Agencies
 - ★ Legislative Information Center
 - ★ E-mail Notifications
 - ★ Civic Education
 - ★ History of the State Legislature
- Outside the Legislature**
- ★ Congress - the Other Washington
 - ★ TWW
 - ★ Washington Courts
 - ★ OFM Fiscal Note Website



fees; plus

(C) Any applicable required deposit.

(ii) **Second offense:** The company may disconnect service immediately and without prior notice when it discovers further fraud. The company may refuse to reconnect service to a customer who has been disconnected for further fraud.

(iii) **Commission review:** A customer may ask the commission to review any company determination of fraud through an informal or formal complaint. The company has the burden of proving that fraud occurred. However, this rule does not relieve any person who has committed fraud from civil or criminal responsibility.

(2) **Medical emergencies.** When a water company has cause to disconnect or has disconnected a residential service, it must postpone disconnection of service or must reinstate service for a grace period of five business days after receiving either verbal or written notification of the existence of a medical emergency. In cases of actual emergencies when service is reinstated, payment of a reconnection charge and/or deposit shall not be required prior to reinstatement of service.

(a) The company may require that the customer, within five business days, submit written certification from a qualified medical professional stating that the disconnection of water service would significantly endanger the physical health of a resident of the household. "Qualified medical professional" means a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition without supervision of a physician. Nothing in this section precludes a company from accepting other forms of certification, but the maximum the company can require is written certification. If the company requires written certification, it may require that the certification include some or all of the following information:

(i) Residence location;

(ii) An explanation of how the physical health of the person will be endangered by disconnection of local service;

(iii) A statement of how long the condition is expected to last; and

(iv) The title, signature and telephone number of the person certifying the condition.

(b) A medical emergency does not excuse a customer from paying delinquent and ongoing charges. The company may require that the customer do the following within the five business day grace period: Pay a minimum of twenty-five percent of the delinquent balance and enter into an agreement to pay the remaining delinquent balance within ninety days and to pay subsequent bills when due. Nothing in this section precludes the company from agreeing to an alternate payment plan, but the company may not require the customer to pay more than this subsection prescribes. The company must send a notice to the customer confirming the payment arrangements within two business days.

(c) If within the five-day grace period the customer fails to provide an acceptable payment arrangement, the company may disconnect service without further notice.

(d) If the customer fails to abide by the terms of the payment agreement the company may disconnect service without further notice.

(e) The medical certification is valid only for the length of time the health endangerment is certified to exist but no longer than six months unless renewed.

(3) **Required notice prior to disconnecting service.** Each water company must notify customers before disconnecting their service except in case of danger to life or property, fraudulent use, impairment of service, or violation of

law. In all other cases, the company must not disconnect service until it has met the following requirements:

(a) The company must serve a written disconnection notice on the customer, either by mail, or, at the company's option, by personal delivery of the notice to the customer's address, attached to the primary door. Each disconnection notice must include:

(i) A delinquent date that is no less than eight business days after the date of personal delivery or mailing if mailed from inside the state of Washington or a delinquent date that is no less than eleven days if mailed from outside of the state of Washington; and

(ii) All pertinent information about the reason for the disconnection notice and how to correct the problem; and

(iii) The company's name, address, and telephone number by which a customer may contact the company to discuss the pending disconnection of service.

(b) In addition to (a) of this subsection, a second notice must be provided by one of the two options listed below:

(i) **Delivered notice.** The company must deliver a second notice to the customer and attach it to the customer's primary door. The notice must contain a deadline for compliance that is no less than twenty-four hours after the time of delivery that allows the customer until 5:00 p.m. of the following day to comply; or

(ii) **Mailed notice.** The company must mail a second notice, which must include a deadline for compliance that is no less than three business days after the date of mailing if mailed from within the state of Washington or six days if mailed outside the state of Washington.

(c) Disconnection notices must:

(i) Include detailed information pertinent to the situation; and

(ii) Include the company's name, address and telephone number by which the customer may contact the company to discuss the pending disconnection of service; and

(iii) Expire after ten business days from the first day that the company may disconnect service, unless other mutually agreed upon arrangements have been made and confirmed in writing by the company. If mutually accepted arrangements are not kept, the company may disconnect service without further notice.

(d) Except in case of danger to life or property, companies may not disconnect service on Saturdays, Sundays, legal holidays, or on any other day on which the company cannot reestablish service on the same or following day.

(e) A company employee dispatched to disconnect service must accept payment of a delinquent account at the service address if tendered in cash, but is not required to give change for cash tendered in excess of the amount due and owing. The company must credit any excess payment to the customer's account. When disconnection does not take place due to payment made by the customer, the company may assess a fee for the disconnection visit to the service address as provided in the company's tariff. The disconnection notice must describe the disconnection visit charge, the amount, and the circumstances under which the charge will be made.

(f) When service is provided through a master meter, or when the utility has reasonable grounds to believe service is to other than the customer of record, the company must undertake reasonable efforts to inform occupants of the service address of the impending disconnection. Upon request of one or more service users, where service is to other than the customer of record, a minimum

period of five days must be allowed to permit the service users to arrange for continued service.

(g) When service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection must be provided to the director of the Washington department of health, and to the customer. Upon request to the company from the Washington department of health director or designee, an additional five business days must be allowed before disconnecting service to allow the department to take whatever steps are necessary to protect the interests of resident patients who are responsibilities of the Washington department of health.

(h) Service may not be disconnected while the customer is pursuing any remedy or appeal provided by these rules or while engaged in discussions with the company's representatives or with the commission. However, any amounts not in dispute must be paid when due and any conditions posing a danger to health, safety, or property must be corrected.

(4) Payments at a payment agency. Payment of any past due amounts to a designated payment agency of the water company constitutes payment when the customer informs the company of the payment and the company has verified the payment with the payment agency.

(5) Reconnecting water service after disconnection. The water company must restore disconnected service when the customer has paid, or the company has agreed to bill, any reconnection charge and:

- (a) The causes of disconnection are removed; or
- (b) The customer pays all proper charges; or
- (c) The customer pays any applicable deposit as provided for in the company tariff in accordance with WAC 480-110-335 (Establishing credit and deposits).

The commission may order reconnection pending resolution of any bona fide dispute between the company and the customer over the propriety of disconnection.

[Statutory Authority: RCW 80.01.040, 80.04.160, 81.04.160 and 34.05.353. WSR 05-06-051 (Docket No. A-021178 and TO-030288, General Order No. R-518), § 480-110-355, filed 2/28/05, effective 3/31/05. Statutory Authority: RCW 80.01.040. WSR 99-24-100 (Order R-467, Docket No. UW-980082), § 480-110-355, filed 11/30/99, effective 12/31/99.]



1 2. In the summer of 2013, the Becks requested the UTC to investigate their account
2 with Cristalina. As a result, Steven Elliott undertook a detailed audit of Cristalina's books with
3 respect to the Becks. After Mr. Elliott issued his findings and concluded that the Becks' total
4 balance as of June 15 was \$3,423.78, I reviewed the Becks' account. At the beginning of
5 November, more than a month after Mr. Elliott issued his findings, I issued a First Notice of
6 Disconnection. I instructed my water operator to place that notice on the Becks' primary door.
7 When payment was not received, I issued a second Notice of Disconnection. On Monday,
8 November 25, 2013, I called the Becks and attempted once last time to secure payment. The
9 Becks did not answer their phone and I left a voicemail. I have never received a return phone
10 call or any communication directly from the Becks since then.

11 3. On Tuesday, November 26, 2013, I instructed my water operator, Mr. Wiley, to
12 disconnect the Becks from Cristalina's water meter.

13 4. On Wednesday, November 27, 2013, I received a telephone call from Mr. Wiley
14 advising that the Northwest Water System's lock that he had placed on the meter box the
15 previous day was missing and presumably cut by the Becks who had reconnected themselves
16 to Cristalina's water service without Cristalina's knowledge or consent. Mr. Wiley again
17 disconnected the Becks and again locked the meter box.

18 5. On December 5, 2013, I received another phone call from Mr. Wiley who advised
19 that, once again, his lock was missing and the Becks had reconnected themselves a second
20 time to Cristalina's water service without Cristalina's knowledge or consent. Mr. Wiley and I
21 discussed that he should contact the UTC to confirm that we could remove the water meter from
22 the meter box and permanently disconnect the Becks from the water service because of their
23 repeated fraudulent use of the water service. Mr. Wiley advised me that he obtained that
24 confirmation from the UTC and subsequently removed the water meter.

25

1 6. The Becks have never provided me with any explanation for why they do not owe
2 Cristalina for water they have taken from the company. If there was a legitimate objection, the
3 Becks were free to raise it with the UTC.

4 7. The Becks never contacted me to advise they have a medical emergency
5 requiring the use of the water system.

6 8. Having to take these extraordinary measures to collect the money owed by the
7 Becks is an extreme hardship on Cristalina. Cristalina is carefully regulated by the UTC,
8 provided with strict guidelines for billing its customers, and should not be forced to provide water
9 services to customers who not only fail to pay but repeatedly vandalize property of others, and
10 fraudulently obtain water service from this company.

11 9. Attached as Exhibit 1 to Cristalina's Response to Complaint is a true and correct
12 copy of the email we received from Mr. Elliott at the UTC on or about October 3, 2013.

13 10. Attached as Exhibit 2 to Cristalina's Response to Complaint is a true and correct
14 copy of the First Notice of Disconnection that was delivered to the Becks on November 5, 2013.

15 11. Attached as Exhibit 3 to Cristalina's Response to Complaint is a true and correct
16 copy of the Second Notice of Disconnection mailed to the Becks on November 15, 2013.

17 12. Attached as Exhibit 4 to Cristalina's Response to Complaint is a true and correct
18 copy of the statement provided by Mr. Jonathan Wiley, President & CEO of Northwest Water
19 Systems, Inc., dated December 20, 2013.

20 13. Attached as Exhibit 5 to Cristalina's Response to Complaint is a true and correct
21 copy of my email to the Becks' attorney Barry Kombol dated December 5, 2013.

22 14. Attached as Exhibit 6 to Cristalina's Response to Complaint is a true and correct
23 copy of emails between me and Mr. Kombol dated December 6, 2013.

24 15. Attached as Exhibit 7 to Cristalina's Response to Complaint is a true and correct
25 copy of emails between me and Mr. Kombol dated December 9, 2013.

