

LAW OFFICES
of
RAINIER LEGAL CENTER, INC. P.S.
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January 23, 2014

Via Facsimile: 360-586-1150

The Washington Utilities and
Transportation Commission

Attn: Clerk

Re: In Re the Complaint of Mike and Glenda Beck
Against Cristalina Water Company
Case Nos. 117759 and 132268
"List and Statement of Issues"

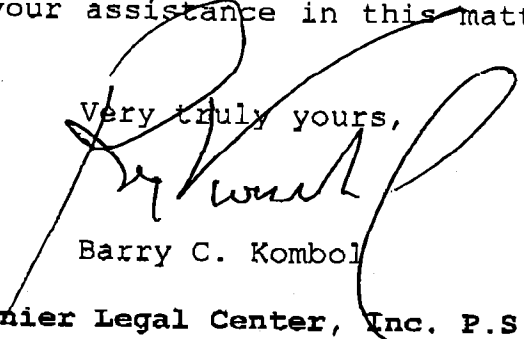
Dear Clerk:

Enclosed herein please find the Complainants, Mike and Glenda Beck's "List and Statement of Issues."

Please file today this List and Statement of Issues on behalf of Mike and Glenda Beck which is due today.

Should you have any questions, please do not hesitate to call. Thank you for your assistance in this matter. I remain,

Very truly yours,


Barry C. Kombol

Rainier Legal Center, Inc. P.S.

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

2014 JAN 23 PM 4:42

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REGIONS MANAGEMENT

BCK:sjb

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FAX COVER SHEET

Date: 1/23/2014 ; 4:35 p.m.

Please deliver the following pages to:

NAME: 7 The Washington Utilities and Transportation Commission

FIRM: Clerk

FAX #: 360-586-1150

FROM: Barry C. Kombol

We are transmitting 12 pages including this cover page.

If you do not receive all pages, please call us immediately at:

(425) 432-3380

Operator: sjb

ORIGINAL: /Via Mail and Email as indicated on document
[X] WILL BE FORWARDED [] WILL NOT BE FORWARDED

NOTES: In Re The Complaint of: Mike and Glenda Beck against
Cristalina Water Company

No. 117759 and 132268

Clerk: Please file Complainants, Mike and Glenda Beck's List and
Statement of Issues due today. Thank you. My facsimile transmission
will be my receipt of filing. Attached is our cover letter with

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE (POSTAGE PAID BY BARRY C. KOMBOL, ATTORNEY AT LAW). THANK YOU. instruction

BEFORE THE WASHINGTON UTILITIES
--AND TRANSPORTATION COMMISSION

In Re the Complaint of:)
) No. 117759 and
) -----
 MIKE and GLENDA BECK,) No. 132268
)
) LIST AND STATEMENT OF ISSUES
 against)
)
 CRISTALINA WATER COMPANY.)
)
 Regulated Utility.)

TO: The Washington Utilities
 and Transportation Commission
 1300 South Evergreen Park Dr. SW
 Olympia, WA. 98504
 Via Facsimile 360.586.1150
 Via Email: atorem@utc.wa.gov
 Via Email: rpearson@utc.wa.gov

And to: Cristalina Water Company, LLC
 Post Office Box 4055
 Bellingham, WA. 98227
 Via Email: maria@bellinghamhomes.net

And to: Eric P. Gillett, Esq.
 Attorney at Law
 901 Fifth Avenue, Suite 3400
 Seattle, WA. 98164
 Via Email: egillet@pregodonnell.com

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 RECORDS MANAGEMENT
 2014 JAN 23 PM 4:46
 STATE OF WASH.
 UTIL. AND TRANSP.
 COMMISSION

ISSUES PROPOSED BY COMPLAINANT/BECK FOR CONSIDERATION:

1. Should the Commission Re-Open Case/Complaint No. 117759?
2. Did Cristalina violate WAC 480-110-335 by removing the Beck's Water Meter and deciding to terminate the Becks as customers of the Water Company?

1 3. Has Cristalina Water Company violated the provisions of its
 2 Settlement Agreement with the Commission under Docket Number
 3 UW-101818 in the actions it has taken against the Becks?

4 4. Did Cristalina violate the following Provisions of the
 5 W.A.C Code relative to the Business Practices and/or the
 6 Operations of Private Water Companies:

7
 8 i. WAC 410-110-345:

9 (1) A water company cannot permanently deny service
 10 to a ... customer because of a prior obligation
 11 to the company.

12 ii. WAC 480-110-38

13 Water Company Responsibility for Complaints and Disputes.

14 (1) If a water company receives a complaint or
 15 dispute from a customer or an applicant for
 16 service it must:

17 (a) Acknowledge the complaint;

18 (b) Investigate promptly;

19 (c) Report the results of the
 20 investigation to the complainant;

21 (d) Take corrective action, if warranted,
 22 as soon as appropriate under the
 23 circumstances;

24 (e) ...

25 iii. WAC 480-110-345

26 Refusal of Service.

27 (1) A water company must not refuse or
 28 discontinue service to an applicant or
 customer when there are unpaid bills from a
 prior customer at the same premises unless
 the company believes, based on objective
 evidence, that the applicant is acting on
 behalf of the prior customer with the
 intent to avoid payment.

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(2) A water company cannot permanently deny service to an applicant or customer because of a prior obligation to the company. A prior obligation is the dollar amount that has been billed to a customer but left unpaid at the time of disconnection of service for nonpayment.

iv. WAC 480-110-355

Discontinuing of Service.

(1) ...

(a) ...

(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) ... other than those specified in the customer's application ...

(c)

(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.

(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:

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

8 (i) A delinquent date that is no less
9 than eight business days after
10 the date of personal delivery or
11 mailing if mailed from inside the
12 state of Washington or a
13 delinquent date that is no less
14 than eleven days if mailed from
15 outside of the state of
16 Washington; and

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

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

26 (b) In addition to (a) of this subsection,
27 a second notice must be provided by
28 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.

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(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.

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v. WAC 480-110-375

Form of Bills.

(1) Customer bills must:

- (a) Be issued at intervals not to exceed three months and identify if the water company is billing in arrears or advance;
- (b) Show a reference to the applicable rate schedule;
- (c) Identify and show each separate charge as a line item;
- (d) Show the total amount of the bill;
- (e) Include enough information that, together with tariff rates, the customer can calculate his or her bill (a copy of the tariff is available for review at company or from the commission upon request);
- (f) Show the date the bill becomes delinquent if not paid. The minimum specified time must be fifteen days after the bill's mailing date, if mailed from within the state of Washington, or eighteen days if mailed from outside the state of Washington, after the bill's mailing date. A customer may request to pay by a certain date that is not the normally designated payment date when showing good cause. Good cause may include, but is not limited to, adjustment of a billing cycle to parallel receipt of income. The preferred payment date must be prior to the next invoice date.
- (g) Include the water company's name, business address, and telephone number and/or emergency telephone number by which a customer may contact the company;

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(h) If the customer is metered, include the current and previous meter readings, the current read date, and the number and kind of units consumed;

(i) Show taxes and any tax percentage rate that the taxes are computed from. Taxes must be totaled to show a total taxed amount. Upon request, the company must provide a detail of the computation of the tax amount. Taxes, as used here, represent municipal occupation, business and excise taxes that have been levied by a municipality against the company, and are being passed on to the customer as a part of the charge for water service; and

(j) ...

(2) ...

(a) ...

(b) ...

(i) ...

(ii) ...

(3) ...

(4) When a company has cause to back-bill a customer, the company must allow the customer payment arrangements, if requested, for the same number of months to pay equal to the cumulative total of months being back-billed. (Example: If the company is back-billing for a one-year period, the company must allow the customer twelve months of equal payments to pay the total amount of the back billing.) These payments will be in addition to current billings.

5. Did Cristalina Water Company's conduct as described in the Beck's Formal Complaint, if proven, violate Washington's Consumer Protection Act?

1 6. Should Cristalina Water Company bear any of the
 2 Complainant's Legal Fees for the necessity of filing their
 3 Petition and Formal Complaint?

4 DATED this 23rd day of January, 2014 in King County,
 5 Washington.

6
 7
 8 
 9 BARRY C. KOMBOL, WSBA #8145
 10 Attorney for Complainants
 11 MIKE and GLENDA BECK

12 CERTIFICATE OF SERVICE

13 I, Susan Burnett, declare under penalty of perjury under the
 14 laws of the State of Washington that the following is true and
 15 correct: I am employed by Rainier Legal Center. At all times
 16 hereinafter mentioned, I was and am a citizen of the United
 States of America, a resident of the State of Washington, over
 the age of eighteen (18) years, not a party to the above-entitled
 action, and competent to be a witness herein.

17 A true and correct copy of the document of which this is
 18 attached to [LIST AND STATEMENT OF ISSUES] was delivered on this
 day in the manner so stated below:

19 Via U.S. First Class Mail, Facsimile, and Email to:

20 The Washington Utilities
 21 and Transportation Commission
 1300 South Evergreen Park Dr. SW
 Olympia, WA. 98504
 22 Via Facsimile 360.586.1150
 23 Via Email: atorem@utc.wa.gov
 Via Email: rpearson@utc.wa.gov

24 Via U.S. First Class Mail and Email to:

25 Cristalina Water Company, LLC
 26 Post Office Box 4055
 Bellingham, WA. 98227
 27 Via Email: maria@bellinghamhomes.net

Via U.S. First Class Mail and Email to:

Eric P. Gillett, Esq.

Attorney at Law

901 Fifth Avenue, Suite 3400

Seattle, WA. 98164

Via Email: egillett@pregodonnell.com

DATED this 23rd day of January, 2014.

RAINIER LEGAL CENTER

By

Susan Burnett

Susan Burnett, Paralegal

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