

Exh. SH-1T

**Docket UW 170924**  
**Witness: Sarah Hand**

BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION

SARAH HAND AND GRETCHEN HAND,  
a married couple

Plaintiff,

v.

RAINIER VIEW WATER COMPANY, INC.,

Defendant.

DOCKET UW 170924

**TESTIMONY OF SARAH HAND**

**TESTIMONY OF**

**Sarah Hand**

**March 19, 2018**

**TESTIMONY OF SARAH HAND -**  
**DOCKET UW 170924**

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**I. BACKGROUND**

**Q. Describe your background and marital status**

**A.** My name is Sarah Hand. I am 39 years old. I married Gretchen Hand in 2014. In May of 2015, we bought and moved into a three-bedroom, three-bathroom home located at 7202 201st Street East in Spanaway, Washington. Our home is located in a community of 179 homes called “Springwood Estates.”

**Q. Does anyone live there with you?**

**A.** Yes. We have three children who live with us; P.S., age 17, M.M., age 14, and L.H., age 13.

**Q. Who supplies water to your home?**

**A.** Rainier View Water Company (Rainier View).

**Q. Are you current on your water bill?**

**A.** Yes, we have paid all of our monthly bills and our account is current.

**II. PROBLEMS WITH WATER QUALITY**

**Q. Have you had a problem with water quality?**

**A.** Yes.

**Q. Describe the problem**

**A.** The same day that we moved into our house in 2015, I turned on the faucets to fill the bathtub and dirty brown water poured out. I thought it might be from the house and

1 pipes sitting unused for too long. But I let the water run for 20 minutes and it never  
2 cleared.

3 **Q. Did the water quality problem continue?**

4 **A.** Yes. We have had a problem with the appearance and quality of the water supplied to  
5 our home on a regular basis from the time we moved into the house in 2015 through the  
6 end of 2017. Attached as **Exhibit 1** and **Exhibit 2** are photos of water we collected in  
7 2016 directly from our faucets. The color of the water running from our faucets has  
8 ranged from light to dark brown. It often has visible floating debris and a musty,  
9 unpleasant odor. The quality has improved over the last two months since Rainier View  
10 has stepped up its line flushing.  
11  
12

13  
14 **III. HOUSEHOLD USE**

15  
16 **Q. Does your family drink the water supplied to your home?**

17 **A.** No. We have not been comfortable drinking the water due to its unpleasant appearance  
18 and smell and fear of what it might do our bodies.  
19

20 **Q. Have you bought replacement drinking water?**

21 **A.** Yes. We have bought replacement drinking water on a regular basis since the time we  
22 moved into our home until the present. Specifically, we buy 8 cases of bottled water a  
23 month at a cost of \$3.00 per case or \$24.00 per month. We also buy nine water  
24 dispensers (5 gallons each) at the grocery store at a cost of \$7.00 per container or \$64.00  
25 per month.  
26  
27  
28

1 **Q. Do you use your tap water for cooking?**

2 **A.** Yes, we cook with the water if its boiled first.

3 **Q. Do you shower or bathe in the water?**

4 **A.** My family and I do not like to shower or bathe in the dirty water but we have no real  
5 choice. We do not feel clean after showering in the dirty water and it sometimes stains  
6 the towel when we dry off.

7 **Q. Do you wash dishes in the water?**

8 **A.** Yes, here again, we have no real choice but to use Rainier View's water to wash our  
9 dishes even though it seems unsanitary and causes problems. It is difficult for us to get  
10 our plates, utensils and kitchenware sparkling clean in the dishwasher. They often come  
11 out dirty and spotted.

12 **Q. Do you wash clothes in the water?**

13 **A.** Yes, here again, we really have no choice but to use Rainier View's water even though it  
14 tends to stain clothing (especially whites) and to leave an unpleasant odor. Attached as  
15 **Exhibit 3** is a photo which fairly shows the contaminated water which collects in the  
16 bleach compartment of my washing machine and comes into direct contact with our  
17 clothes.

18 **Q. Has the water caused any property damage aside from staining clothes?**

19 **A.** Yes. We have learned that excessive levels of manganese in the water stains porcelain  
20 and corrodes to metal pipes, plumbing fixtures and appliances. Attached as **Exhibit 4** is  
21 a photo that fairly depicts the inside of a closet on the second floor where we had to cut a  
22 hole in the wall to replace an excessively corroded water pressure relief valve in 2016.  
23 Rainier View refused to split the cost of the repair with us. Attached as **Exhibit 5** is a  
24  
25  
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1 photo of the inside of the tank of our old toilet showing the dirty brown water residue  
2 that collects and gunks everything up. Attached as **Exhibit 6** are photos taken of our  
3 brand new toilet that started collecting debris as soon as it was connected to the  
4 plumbing line.  
5

#### 6 7 **IV. COMMUNITY CONCERN**

8  
9 **Q. Are you a member of the springwood estates homeowner's association?**

10 **A.** Yes. I have served as Vice President of the Springwood Estates Homeowners'  
11 Association ("SEHA") since March of 2016. I was recently elected to serve another two-  
12 year term.  
13

14 **Q. What are your duties as a SEHA VP?**

15 **A.** My duties include communicating with my neighbors to identify and resolve common  
16 issues and concerns.  
17

18 **Q. Have you heard other community members express concerns with the quality of**  
19 **Rainier View's water?**

20 **A.** Yes, I have heard many other community members complain about the dirty brown  
21 water and express concerns regarding long term effects on our health and property.  
22 SEHA has a Facebook page which is used by members to share information and  
23 concerns relevant to the community. Attached as **Exhibit 7** are true and correct copies  
24 of various SEHA Facebook postings by community members describing their  
25 observations and concerns regarding the quality of Rainier View's water.  
26  
27

1 **Q. Are you aware of any other similar internet postings reflecting community**  
2 **concerns?**

3 **A.** Yes. Rainier View maintains its own Facebook page where Springwood Estates  
4 residents have posted complaints. A true and correct copy of such a posting is attached  
5 as **Exhibit 8**.  
6

7 **Q. Are you aware of any other water quality complaints?**

8 **A.** Yes. At the request of my attorney, Rainier View produced records attached as **Exhibit**  
9 **9** which appear to show many water complaints from multiple customers served by the  
10 Southwood Well System which has supplied Springwood Estates.  
11

12  
13 **V. COMMUNICATIONS WITH RAINIER VIEW**

14  
15 **Q. Describe your communications with Rainier View regarding water quality**

16 **A.** I discussed my water quality concerns with Rainier View's service technicians and  
17 Manger of Operations, Robert Blackman, on several occasions beginning in 2016. I  
18 explained the brown water was undrinkable, unpleasant, and no good for normal  
19 household use.  
20

21 **Q. What were you told?**

22 **A.** Mr. Blackman guaranteed that Rainier View's water was perfectly safe to drink and  
23 would have no adverse health effects no matter what it looked like. However, he also  
24 said he understood why I would not want to drink the water which he would not do  
25 either.  
26  
27  
28

1 **Q. What else did you discuss with Mr. Blackman?**

2 **A.** Mr. Blackman told me that Rainier View had no legal obligation to respond to my  
3 complaints or do anything to improve water quality besides “flush the lines.” He told me  
4 that Rainier View was “protected by a commission” and could not be sued in court.  
5

6 **Q. Did Rainier View flush the lines?**

7 **A.** Yes. Rainier View flushed the lines when we complained.

8 **Q. Did flushing the lines improve water quality?**

9 **A.** Sometimes yes, sometimes no. But any improvement was always temporary.  
10 Sometimes the flushing temporarily increased the amount of debris in the water making  
11 water quality worse.  
12

13 **Q. Did Mr. Blackman ever tell you that Rainier View was working on a long-term**  
14 **solution to improve water quality including the insulation of a special filtration**  
15 **system?**

16 **A.** No, neither Mr. Blackman nor anyone else at Rainier View told me that Rainier View  
17 was doing anything special to improve water quality other than flushing the lines.  
18

19 **Q. Have you read Rainier View’s written guarantees of water quality made to the**  
20 **public at large?**

21 **A.** Yes. Rainier View’s 2016 Annual Water Quality Report for the Southwood System  
22 attached as **Exhibit 10** includes the following statements:  
23

- 24 **1. Rainier View has “always and will continue to provide the safest possible**  
25 **water to every last free flowing tap that we serve.”**  
26  
27



1           2. “There have been times throughout the year that the product delivered to  
2           you has been aesthetically displeasing, but I guarantee it has been safe to  
3           drink or cook with.”<sup>1</sup>

4           3. “It is of the upmost importance to us to remain in compliance with all State  
5           and Federal guidelines regarding water quality.”<sup>2</sup>

6           4. “You can count on Rainier View to provide you with the highest quality  
7           water possible. We continually sample, test and treat your water on a  
8           regular basis. We are committed to meet every water quality standard on  
9           every system we operate every single day.”<sup>3</sup>

10           **Q. Do you take issue with any of these statements and “guarantees?”**

11           **A.** Yes. I have a lot of issues with them including:

12                           The statements are themselves false and misleading as explained in the footnotes  
13                           below. Secondly, I think it’s a deceptive, unfair business practice for Rainier View to  
14                           use “guarantees” to market and sell its products when it claims immunity against any  
15                           legal action to enforce them. What other for-profit business in the state of Washington  
16                           is allowed to knowingly misrepresent the quality, safety and value of its product with  
17                           such impunity? Finally, when Mr. Blackman told me that Rainier View was “protected  
18                           by a commission” and immune from suit, I knew he was trying to bully and intimidate

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24           <sup>1</sup> Mr. Blackman testified at a deposition that the guarantee was written by a Rainier View  
25           employee with no scientific background with the assistance of a co-worker from the accounting  
26           department.

27           <sup>2</sup> This statement cannot be squared with Rainier View’s habitual violation of WAC 246-290-310.

28           <sup>3</sup> This statement cannot be squared with Rainier View’s habitual violation of WAC 246-290-310  
and failure to test as per DOH directive.

1 me into giving up and dropping my complaint. This also strikes me as a deceptive and  
2 unfair practice when Rainier View has me as a captive consumer in a fixed market.  
3

4  
5 **VI. UTC COMPLAINT PROCESS**

6  
7 **Q. Did you complain to the UTC?**

8 **A.** Yes. Attached as **Exhibit 11** is a true and correct copy of one of my Rainier Water bills  
9 which contains a “dispute resolution” paragraph which states:

10 *If you have a complaint or dispute with the company regarding utility*  
11 *service, please call ... or write to Rainier View Water Company ... Any*  
12 *complaints or disputes received by Rainier View Water Company will be*  
13 *investigated promptly and the results reported to you. If corrective action*  
14 *is required, that action will be taken as soon as possible. If the complaint*  
15 *cannot be resolved through initial contact, you have the right to request*  
16 *the problem be acted upon by Rainier View Water Company’s supervisory*  
17 *personnel. If your complaint is still unresolved, you may call the*  
18 *Washington Utilities and Transportation Commission...Tariff information*  
19 *is available at our office for review during normal office hours.*

20  
21  
22  
23 As per this instruction, I telephoned the UTC and spoke to UTC Consumer  
24 Specialist, Rachel Stark, on November 8, 2016. I complained about the water quality  
25 and asked what Rainier View meant when it said that it was “protected by a  
26 commission.” Ms. Stark agreed to investigate. A true and correct copy of Ms. Stark’s  
27 memorandum which accurately summarizes our conversation is attached as **Exhibit 12**.  
28

1 **Q. What happened next?**

2 **A.** I received a telephone call from Ms. Stark, on December 20, 2016. Ms. Stark told me  
3 that my brown water complaint was closed because the UTC has no jurisdiction over  
4 water quality and Rainier View was in full compliance with all Department of Health  
5 (“DOH”) water quality standards. Ms. Stark added that, although the UTC was  
6 considering Rainier View’s request to extend a rate surcharge on December 22, 2016,  
7 “the outcome of what is being decided...does not affect the water quality.”<sup>4</sup> A true and  
8 correct copy of Ms. Stark’s own memorandum which accurately summarizes our  
9 conversation is attached as **Exhibit 13**.  
10

11 **Q. Were you satisfied with that?**

12 **A.** No. I could not understand why the UTC denied it had jurisdiction over water quality  
13 when I was instructed on the back of my bill to forward any complaints to the UTC.  
14 Why are customers instructed to forward complaints to a state agency which denies  
15 having the expertise or authority to investigate or process them? I also could not  
16 understand or accept that Rainier View was in full compliance with all state water  
17 quality standards given the appearance and smell of its product.  
18

19 **Q. Was Rainier View in fact in full compliance with all DOH water quality standards?**

20 **A.** No, absolutely not. Rainier View’s own annual reports and documents show that,  
21 between 2015 and 2017, our Southwood water regularly contained amounts of  
22 manganese in excess of the maximum secondary contaminant levels established for the  
23 state of Washington.  
24  
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28

1 **Q. Did You Attend The UTC Hearing on 12/22/2016?**

2 **A.** Yes, I attended the UTC hearing on December 22, 2016 and testified regarding my  
3 concerns. A true and correct transcript of the hearing is attached as **Exhibit 14.**

4 **Q. Did the UTC ever rule on your 11/08/2016 water quality complaint?**

5 **A.** I did not discover that the UTC had ruled on my complaint until we obtained UTC  
6 records via public records request. Unbeknownst to me, Ms. Stark had sent Rainier  
7 View's Manager, Robert Blackman, an email stating that my complaint was closed and  
8 "the disposition is company upheld." A true and correct copy of this e-mail is attached  
9 as **Exhibit 15.**

10 **Q. Do you object to that?**

11 **A.** Yes. This UTC "disposition" in favor of Rainier View is contrary to the facts and the  
12 UTC's original denial of jurisdiction. Furthermore, it was never communicated to me  
13 orally or in writing.

14 **Q. What happened after the UTC hearing on 12/22/2016?**

15 **A.** The UTC gave Rainier View everything they asked for in the 12/22/2016 hearing  
16 including an increase in rates to supposedly pay for a special water filtration system.  
17 Because the UTC told me it had no jurisdiction over my complaint, I filed a lawsuit  
18 against Rainier View in Pierce County Superior Court on February 17, 2017.

19 **Q. What happened to the lawsuit against Rainier View?**

20 **A.** Rainier View moved for summary judgment on the grounds that despite its denial, the  
21 UTC has primary jurisdiction over water quality. Shortly thereafter, the UTC reversed  
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28 <sup>4</sup> The Hands look to the UTC to explain how it could properly review Rainier View's 2016

1           itself and started this administrative action on its own initiative. This prompted the  
2           Pierce County Superior Court to dismiss my lawsuit without prejudice.

3           **Q. What do know of Rainier View’s efforts to improve water quality?**

4           **A.** Rainier View states in its brief that it participated in a “pilot study” with the DOH and  
5           designed a filtration system which should go online and improve water quality by May  
6           2017. This is the same thing that Rainier View explained to the UTC on 12/22/2016.

7           **Q. Did Rainier View ever discuss the pilot study or the filtration system with you**  
8           **before asking the UTC to raise rates at the 12/22/2016 hearing?**

9           **A.** No.

10           **Q. Did Rainier View ever discuss the pilot study or the filtration system with any other**  
11           **member of your homeowner’s association or the community at large before asking**  
12           **the UTC to make you pay for it?**

13           **A.** No, not to my knowledge. I am not aware of Rainier View making any effort to poll or  
14           canvass people in my neighborhood or the community about the filtration system. As far  
15           as I know, it was done with no input from the community.

16           **Q. Has water quality improved since the filtration system went on line in 2017?**

17           I did not notice any significant improvement in water quality until the last two months or  
18           so. It’s hard to know whether any improvement is caused by the new filtration system,  
19           however, because Rainier View has noticeably increased the flushing of lines since  
20           January 1, 2018 and some of its test reports still show manganese levels which violate  
21           the WACs.  
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28           treatment surcharge extension request without considering water quality.

**TESTIMONY OF SARAH HAND –  
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VII. LEGAL VIOLATIONS

1  
2  
3 **Q. What WAC regulations are you concerned may have been violated?**

4 **A.** WAC 246-290-320(1)(c) requires water purveyors to **self-report** to the DOH  
5 excess levels of secondary contaminants in its water and to “take action as directed by  
6 the (DOH).” Rainier View has failed to self-report to the DOH secondary contaminant  
7 violations on a regular basis.

8  
9 WAC 246-293-300 imposes a legal duty on water purveyors to test their water  
10 for primary and secondary contaminants and to accurately report the results to the public  
11 and to the DOH. The regulation requires water purveyors to test for manganese at least  
12 every three years. The DOH directed Rainier View to test its water for manganese more  
13 often than required by the WAC in November of 2016.<sup>5</sup> Specifically, the DOH directed  
14 Rainier View to test for manganese once per month which the company has failed to do.

15  
16 Rainier View has an affirmative legal duty under WAC 480-110-385 to promptly  
17 acknowledge, investigate and correct customer complaints as well as maintain records of  
18 all consumer complaints for a minimum of one year. Rainier View has failed to collect  
19 and maintain complaint records in violation of WAC 480-110-385 and in violation of a  
20 2014 directive from the UTC.<sup>6</sup>

21  
22 WAC 246-290-320(1)(c) states that when a secondary contaminant violation  
23 occurs, the water purveyor “shall notify the DOH and take action as directed.” WAC  
24  
25

26  
27 <sup>5</sup> See Sanitary Survey Report for Rainier View’s Southwood Water System attached hereto as  
28 **Exhibit 16.**

1 246-290-320 (3)(d) states that the water purveyor with secondary contaminant  
2 exceedances, shall take “follow up action” which shall be commensurate with the degree  
3 of consumer acceptance of the water quality and their willingness to bear the costs of  
4 meeting the secondary standard.” WAC 246-290-320 is obviously intended to protect  
5 the right of customers who have to pay the bills to participate in decisions that may  
6 affect their health or pocketbook. The right of paying customers to participate in  
7 decisions that affect their health or pocketbook is also made clear in the DOH 2009  
8 Water System Design Manual which engineering companies like APEX are supposed to  
9 follow:  
10

11  
12 **Secondary Contaminant Treatment Requirements and**  
13 **Options Washington State Department of Health**

14 **DOH will require action by the purveyor when the purveyor**  
15 **receives five or more specific complaints associated with a**  
16 **secondary contaminant from different customers in a 12-**  
17 **month period. DOH may receive the complaints individually or**  
18 **through a petition signed by five or more customers. When a**  
19 **problem is determined to be significant, the requirements**  
20 **below apply.**

21 **I. Iron and Manganese (Fe/Mn)**

22 **Compliance with the secondary standards for Fe/Mn is not**  
23 **required for water systems in existence prior to January 15,**  
24 **1992, unless the iron or manganese is creating a “significant”**  
25 **problem as defined previously.**

26 **If a water system has a “significant” problem, it will be**  
27 **required to take the following actions:**

- 28 **1. The water supplier must prepare an engineering report**  
**with recommended corrective actions necessary to bring**  
**the water system into compliance with the Fe/Mn**  
**standards. The report must evaluate all reasonable**

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29 <sup>6</sup> See UTC Rainier View Water Company 2014 Investigation Report from Docket UW-140616.

1 alternatives and determine the costs associated with each  
2 alternative. The study must be prepared by a professional  
3 engineer registered in Washington State.

- 4 2. The results of the study conducted by the water supplier  
5 should be made available to the customer at an  
6 appropriately noticed public meeting, or by document  
7 distribution.
- 8 3. The water system must prepare a proposed survey of the  
9 regularly billed customers, which provides for  
10 questionnaires to be sent to each service connection to  
11 determine the customer preference regarding the quality of  
12 the water and the cost of compliance. The questionnaire  
13 should be as objective as possible and be based on the  
14 engineering report. The estimated capital and operation  
15 costs to the consumer should be based on the most cost-  
16 effective alternative presented in the engineering report.  
17 This alternative must also be acceptable to DOH.
- 18 4. The proposed survey questionnaire and the engineering  
19 report must be submitted to DOH for review and approval  
20 prior to its distribution.
- 21 5. Upon approval of the survey questionnaire, the water  
22 supplier must distribute it to the consumers. Customer  
23 responses to the questionnaire should be tabulated by the  
24 water system for submission to DOH.
- 25 6. Water systems that do not serve regularly billed customers  
26 similar to a community, will be reviewed and evaluated in a  
27 manner determined to be appropriate by DOH.

28 Rainier View took a shortcut and bypassed WAC 246-290-320(3)(d) and the  
DOH Design Manual. The company made no effort to properly survey customers or to  
present options as they were required to do. It simply asked APEX Engineering to  
create a filtration system with no competitive bidding and zero input from the public.



1 Rainier View then submitted a request to extend a surcharge to pay for everything which  
2 was approved by the UTC on December 22, 2016.<sup>7</sup>

3 **Q. Do You Have Additional Exhibits?**

4 **A.** Yes. I would like to submit these additional exhibits:

- 5 • Deposition of Robert Blackman taken on 8-28-17 attached hereto as **Exhibit 17**;
- 6 • Deposition of Michael Means taken on 8-30-17 attached hereto as **Exhibit 18**;
- 7 • Deposition of Robert James taken on 8-30-17 attached hereto as **Exhibit 19**;
- 8 • Rainier View Annual Reports for 2014 and 2015, attached hereto as **Exhibit 20**;
- 9 • Southwood and Fir Meadows IOCS Test Reports from 2013-2017, attached  
10 hereto as **Exhibit 21**.
- 11 • Southwood System Water Quality Exceedances Self-Reported to DOH, attached  
12 hereto as **Exhibit 22**.
- 13 • Newspaper Articles dated 10-21-2015 and 11-16-2016, attached hereto as  
14 **Exhibit 23**.
- 15 • Pressure relief valve invoices, attached hereto as **Exhibit 24**.

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20 **VIII. RELIEF REQUESTED**

21  
22 **Q. What Relief Are You Requesting?**

23 **A.** I am requesting the following relief:  
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25  
26 \_\_\_\_\_

27 <sup>7</sup> Six months later, Rainier View asked the UTC to hike water rates again, this time to fund  
28 employee pay raises which the UTC approved in June of 2017.

1           **1.     Entry of Findings of Fact and Conclusions of Law**

2                     I ask the UTC to enter specific Findings of Fact and Conclusions of Law to  
3 include the following:

- 4
- 5           • Rainier View supplied the Hands with water containing excessive levels of  
6           manganese in violation of WAC 246-290-310;
  - 7           • The water supplied by Rainier View to the Hands is “impure” as a matter of law  
8           under WAC 246-290-310;
  - 9           • The Hands reasonably believe the brown water is unfit to drink or use for regular  
10           household cleaning, washing and bathing;
  - 11           • The excessive levels of manganese in Rainier View’s water is known to stain  
12           clothing and porcelain and to corrode plumbing lines, appliances and fixtures  
13           making the water unfit for normal household use;
  - 14           • The Hands were reasonably required to buy bottled drinking water to replace the  
15           contaminated impure water supplied by Rainier View;
  - 16           • Rainier View has made false and misleading statements to the public regarding the  
17           purity and quality of its water;
  - 18           • Rainier View has made false and misleading “guarantees” to the public regarding its  
19           water while simultaneously asserting immunity from any suit to enforce them.

20           **2.     Award of Monetary Damages**

21                     I ask the UTC to award monetary damages as follows:

22           COST OF INITIAL HOME WATER COOLER EQUIPMENT:	\$125.00
23           COST OF REPLACEMENT WATER COOLER:	\$2,016.00 <sup>8</sup>
24           COST OF REPLACEMENT BOTTLED WATER:	\$768.00 <sup>9</sup>
25           REFUND OF OVERCHARGES (WAC 480-110-395):	TBD
26           COST TO REPLACE PRESSURE RELIEF VALVE:	\$634.00

27           <sup>8</sup> Hands buy refill water at grocery store with monthly use of 9 containers at \$7.00 each.

28           <sup>9</sup> Hands buy bottled water with monthly use of 8 cases a month at \$3.00 each case.

1 COST OF INDOOR WATER FILTERS: \$ 150.00  
2 COST OF PRIVATE WATER TESTING: \$ TBD  
3 COST OF INDOOR PLUMBING INSPECTION: \$ TBD

4 **3. Order Corrective Action**

5 I ask the UTC to order Rainier View to take corrective action to protect the  
6 public as follows:

- 7  
8 • Rainier View shall immediately revise instructions to its customers on its billing  
9 statements and on its website to submit all complaints regarding water quality or the  
10 content, appearance, color, odor, or taste of the water to the DOH at:

11 NORTHWEST DRINKING WATER OPERATIONS  
12 20425 72ND AVE. SOUTH, BUILDING 2, SUITE 310  
13 KENT, WA 98032-2358  
14 MAIN PHONE: 253-395-6750  
15 FAX: 253-395-6760  
16 TDD RELAY SERVICE: 1-800-833-63883

- 17 • Rainier View shall advise all of its customers in writing to submit all water quality or  
18 brown water complaints to the DOH at:

19 NORTHWEST DRINKING WATER OPERATIONS  
20 20425 72ND AVE. SOUTH, BUILDING 2, SUITE 310  
21 KENT, WA 98032-2358  
22 MAIN PHONE: 253-395-6750  
23 FAX: 253-395-6760  
24 TDD RELAY SERVICE: 1-800-833-63883

- 25 • Rainier View shall accurately advise its customers as to the jurisdictional authority of  
26 the WUTC and the DOH in its next newsletter and Annual Report.  
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28 • Rainier View shall test water quality every 30 days and forward results to the DOH  
and post on website so public may monitor;

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- Rainier View shall document every customer complaint received by telephone, in person, email or letter for permanent storage in easily searchable electronic database. All records to be maintained for 10 years;
- Rainier View shall take whatever steps are necessary to ensure manganese level does not exceed .05 mg/l and document completion of all steps and procedures set forth in WAC 246-20-320(3)(d).

1 **CERTIFICATE OF SERVICE**

2  
3 I, Anna Lee, do hereby declare that this 20<sup>th</sup> day of March, I forwarded a true and correct copy  
4 of *Testimony of Sarah Hand and supporting Exhibits* by electronic service to parties listed  
5 below:

6 **Counsel for Plaintiff, Sarah Hand:**

7  
8 Nigel Malden (attorney), nm@nigelmaldenlaw.com  
9 Anna Lee (paralegal), anna@nigelmaldenlaw.com

10 **Counsel for Rainier View Water Company:**

11 Richard Finnigan : rickfinn@localaccess.com  
12 Daniel W. Rankin (attorney), drankin@pregodonnell.com

13 **UTC**

14 Kopta, Gregory : gkopta@utc.wa.gov  
15 Brown, Sally : sbrown@utc.wa.gov  
16 Gross, Krista : kgross@utc.wa.gov

17 I declare under penalty of perjury under the laws of the State of Washington that the foregoing  
18 is true and correct.

19 DATED: This 20th day of March, 2018 in Tacoma, Washington.

20  
21 /s/Anna Lee

22 Anna Lee  
23 Paralegal to Nigel S. Malden