

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

SARAH HAND

Complainant,

DOCKET UW 170924

COMPLAINT

v.

RAINIER VIEW WATER COMPANY,
INC.,

Respondent.

Sarah Hand, by and through her attorney, Nigel S. Malden, hereby allege as follows:

I. PARTIES

1.1 Sarah and Gretchen Hand are a married couple and reside at a home in Springwood Estates located at 7202 201st Street East, Spanaway, Pierce county, Washington.

1.2 Rainier View Water Company, Inc. ("Rainier View") is a private for-profit corporation which supplies drinking water to the Hands.

II. JURISDICTION

2.1 Jurisdiction is based on RCW 80.04.110 and WAC 480-07-370.

//

//

**COMPLAINT - Hand v Rainier View Water
Company, Inc. DOCKET UW 170924**

NIGEL S. MALDEN LAW, PLLC
711 Court A, Suite 200
Tacoma, Wa. 98402
253-627-0393 p
844-273-6067 f

1 **III. FACTS**

2 3.1 Sarah and Gretchen Hand bought and moved into their home with their three children in
3 May of 2015. As soon as they moved in, the Hands noticed that their tap water was dirty
4 brown and carried bits of floating debris even after running for an extended time.
5

6 3.2 The Hands complained to Rainier View about the brown water many times over the next
7 eighteen months. The company admitted the water looked bad but guaranteed that it was
8 perfectly safe to drink, met all legal standards, and would cause no physical harm.¹
9

10 3.3 This gave little comfort to the Hands who felt the water looked too disgusting to drink
11 and was unfit for regular household chores including cooking, cleaning, washing and
12 bathing.

13 3.4 The Hands observed the brown water stain clothing and porcelain and corrode metal.
14 They became very concerned about the potential adverse health effects of drinking or
15 bathing in dirty brown water which seemed to cause itchy skin and rashes.² In 2017,
16 Gretchen Hand started medical testing for a possible autoimmune disorder and was
17 instructed by her physician not to drink brown water.
18

19 3.5 Sarah Hand is Vice President of the Springwoods Estates Homeowners Association and
20 heard many members and neighbors express annoyance and concern over Rainier View's
21 brown water. Ms. Hand felt obliged to push Rainier View for answers and solutions.
22

23
24
25 ¹ This guarantee was made orally to the Hands by Rainier View's Manager, Robert Blackman,
and in Rainier View's 2016 Annual Water Quality Report.

26 ² According to the City of Olympia Water Quality Section, excessive levels of manganese causes
27 deposits to build up in tanks, filters, and water lines creating an area for bacteria to multiply. These
28 bacteria are very difficult to kill with conventional chlorination because the manganese deposits provide
a shelter for them.

1 3.6 Unfortunately, Rainier View refused to do anything to improve the water other than
2 “flush the lines” which did little or no good. When Ms. Hand persisted in her
3 complaints, Rainier View told her that the company was “protected by a commission,”
4 was immune from liability, and had no legal obligation to do anything further for her.

5
6 3.7 On its monthly statement, Rainier View instructs customers to submit complaints as
7 follows:

8 **Dispute Resolution**

9 **If you have a complaint or dispute with the company regarding**
10 **utility service, please call 253-537-6634 1-800-490-3741 or write**
11 **to Rainier View Water Company c/o Customer Service, P.O.**
12 **Box 44427, Tacoma, WA 98448.**

13 **Any complaints or disputes received by Rainier View Water**
14 **Company will be investigated promptly and the results**
15 **reported to you. If corrective action is required that action will**
16 **be taken as soon as possible. If the complaint cannot be**
17 **resolved through initial contact, you have the right to request**
18 **the problem be acted upon by Rainier View Water Company’s**
19 **supervisory personnel.**

20 **If your complaint is still unresolved, you may call the**
21 **Washington Utilities and Transportation Commission at 1-800-**
22 **562-6150. Their e-mail address is consumer@utc.wa.gov.**

23 **Tariff information is available at our office for review during**
24 **normal office hours.**

25 3.8 Sarah Hand called the Washington Utilities and Transportation Commission (“UTC”) as
26 instructed on November 8, 2016. She complained about the water quality and asked
27 what Rainier View meant when it said that it was “protected by a commission.” UTC
28 Consumer Specialist, Rachel Stark, agreed to investigate. A true and correct copy of
Ms. Stark’s memorandum confirming the conversation is attached as **Exhibit 1**.

1 3.9 While Ms. Hand's complaint was pending at the UTC, a local news reporter telephoned
2 the Washington State Department of Health Northwest Regional Office of Drinking
3 Water ("ODW") and asked about the brown water problem at Springwood Estates which
4 he had been investigating for over one year.
5

6 3.10 ODW Manager, Robert James, took the call. Mr. James testified on August 30, 2017,
7 that this was the first time he heard of Rainier View's problem with brown water.

8 3.11 After talking to the reporter, Mr. James immediately called Rainier View and set up a
9 meeting with Robert Blackman.
10

11 3.12 On November 18, 2016, Mr. James met with Mr. Blackman and they tested the water at
12 several well sites located within Rainier View's Southwood System which supplies
13 water to Springwood Estates. Mr. James says that he chose to personally attend the
14 testing so he could "clarify for the reporter what happened."
15

16 3.13 The tests revealed that one of the wells had manganese which far exceeded the
17 Secondary Maximum Contaminant Levels ("MCL") set forth in WAC 246-290-310
18 even though Rainier View had promised to fix the problem a year ago.

19 3.14 Sarah Hand received a telephone call from UTC consumer specialist, Rachel Stark, on
20 December 20, 2016. Ms. Stark told Ms. Hand that her brown water complaint was
21 closed because the UTC has no jurisdiction over water quality and Rainier View was in
22 full compliance with all Department of Health ("DOH") water quality standards.
23

24 3.15 Ms. Stark added that, although the UTC was considering Rainier View's request to
25 extend a rate surcharge on December 22, 2016, "the outcome of what is being
26
27
28

1 decided...does not affect the water quality.”³ A true and correct copy of Ms. Stark’s
2 own memorandum confirming the call is attached as **Exhibit 2**.

3 3.16 Unbeknownst to Ms. Hand, Ms. Stark sent Rainier View’s Manager, Bob Blackman, an
4 email two weeks later stating that the Hand’s complaint was closed and “the disposition
5 is company upheld.” A true and correct copy of this e-mail is attached as **Exhibit 3**.

6
7 3.17 This UTC “disposition” in favor of Rainier View was never communicated to the Hands,
8 is inconsistent with the UTC’s original denial of jurisdiction, is arbitrary and capricious,
9 and violated the Hand’s constitutional right to due process.

10
11 3.18 On February 17, 2017, after the UTC denied jurisdiction, the Hands filed suit against
12 Rainier View in Pierce County Superior Court.

13 3.19 Rainier View moved for summary dismissal on the grounds that, despite its denial of
14 jurisdiction, the UTC really does have jurisdiction.

15 3.20 Shortly thereafter, the UTC reversed itself and asserted that it really does have
16 jurisdiction over the Hands’ water quality complaint which caused the Pierce County
17 Superior Court to immediately dismiss the Hand’s lawsuit.

18
19 **IV. CLAIMS**

20 **A. RAINIER VIEW’S WATER IS “IMPURE” AS A MATER OF LAW**

21 4.1 WAC 246-290-310 sets forth the Primary and Secondary Maximum Contaminant Levels
22 for drinking water in the state of Washington. WAC 246-290-310(3)(a) has a table
23 which states the Secondary MCL for manganese is **0.05 mg/L**.

24
25
26
27 ³ The Hands look to the UTC to explain how it could properly review Rainier View’s 2016
28 treatment surcharge extension request without considering water quality.

1 4.2 Rainier View has supplied water to the Hands which regularly exceeded the Secondary
2 MCL for manganese in violation of WAC 246-290-310.⁴

3 4.3 This violation of WAC 246-290-310 is prima facie evidence that Rainier View's water
4 is "impure" and "inadequate" under RCW 80.28.030(1).
5

6 **B. RAINIER VIEW'S WATER IS UNFIT FOR NORMAL RESIDENTIAL USE**

7 4.4 The excessive levels of manganese and debris turn the water a dirty brown color and
8 impart a taste and odor which the Hands find unpleasant and distasteful making it unfit
9 for human consumption.

10 4.5 The excessive levels of manganese stains clothing which makes the water unfit for
11 laundry.
12

13 4.6 The excessive levels of manganese stains metal and porcelain and causes excessive
14 corrosion and damage to plumbing lines, appliances and fixtures.

15 4.7 The excessive levels of manganese discolor food that is cooked in the water.

16 4.8 All of these things render the water unfit and unsuitable for normal household use.
17

18 **C. RAINIER VIEW MISREPRESENTS THE QUALITY OF ITS WATER TO THE**
19 **PUBLIC WITH IMPUNITY**

20 4.9 Rainier View misrepresents the quality of its water to the public and to the UTC with
21 zero accountability, penalty or consequence.
22

23 4.10 At a UTC hearing on December 22, 2016, Rainier View's attorney told the UTC that the
24 company had only started receiving brown water complaints "this summer."
25

26
27 ⁴ Rainier View's 2016 Annual Water Quality Report indicates that water in its Southwood
28 system had manganese levels of 0.23 mg./L which is almost five times the legal limit.

1 4.11 Commissioner Rendahl followed up and asked Rainier View's manager, Robert
2 Blackman, "how many complaints have you had since this summer when this issue first
3 began?" Mr. Blackman replied, "a couple dozen."

4
5 4.12 In a deposition in 2017, however, Mr. Blackman testified that he knew of 400 brown
6 water complaints which resulted in service calls between June 2015 and June 2016 and
7 another 180 complaints which required service calls between June 2016 and June 2017.⁵

8 4.13 Rainier View's 2016 Annual Water Quality Report includes the following statements:

9 4.14 **Rainier View has "always and will continue to provide the safest possible water to
10 every last free flowing tap that we serve."**

11
12 4.15 **"There have been times throughout the year that the product delivered to you has
13 been aesthetically displeasing, but I guarantee it has been safe to drink or cook
14 with."**⁶

15 4.16 **"It is of the utmost importance to us to remain in compliance with all State and
16 Federal guidelines regarding water quality."**⁷

17
18 4.17 **"You can count on Rainier View to provide you with the highest quality water
19 possible. We continually sample, test and treat your water on a regular basis. We
20**

21
22
23
24 ⁵ Mr. Blackman has also given contradictory testimony regarding his personal financial interest
25 in Rainier View. In 2016, Rainier View filed documents with the UTC identifying Mr. Blackman as a
0.072% owner of the company. At a deposition in 2017, however, Mr. Blackman denied any ownership
interest whatsoever.

26 ⁶ Mr. Blackman testified that the guarantee was written by a Rainier View employee with no
27 scientific background with the assistance of a co-worker from the accounting department.

28 ⁷ This statement cannot be squared with Rainier View's habitual violation of WAC 246-290-310.

1 **are committed to meet every water quality standard on every system we operate**
2 **every single day.”⁸**

3 4.18 These representations and guarantees are false and deceptive and were made to promote
4 Rainier View’s business and private profit.

5 4.19 Using such representations and guarantees to promote and sell its product is particularly
6 unfair and deceptive when Rainier View claims immunity from any legal claim for
7 breach of warranty, breach of contract or false advertising.

8 4.20 Rainier View’s statements to the public, that it is protected by a commission and is
9 immune from any legal action, are false and deceptive and intended to bully and
10 intimidate customers into dropping any complaints and quietly accepting the quality of
11 whatever water the company provides.

12
13
14 **D. RAINIER VIEW FAILED TO REPORT EXCESS MANGANESE LEVELS TO**
15 **THE DOH IN VIOLATION OF WAC 246-290-320(i)(c)**

16 4.21 WAC 246-290-320(1)(c) requires water purveyors to **self-report** to the DOH excess
17 levels of secondary contaminants in its water and to “take action as directed by the
18 (DOH).”

19 4.22 Rainier View has failed to self-report to the DOH secondary contaminant violations on a
20 regular basis.

21 //

22 //

23
24
25
26
27 ⁸ This statement cannot be squared with Rainier View’s habitual violation of WAC 246-290-310
28 and failure to test as per DOH directive.

1 **E. RAINIER VIEW FAILED TO CONDUCT WATER TESTING AS**
2 **FREQUENTLY AS REQUIRED BY THE DOH**

3 4.23 WAC 246-293-300 imposes a legal duty on water purveyors to test their water for
4 primary and secondary contaminants and to accurately report the results to the public
5 and to the DOH. The regulation requires water purveyors to test for manganese at least
6 every three years.

7
8 4.24 The DOH directed Rainier View to test its water for manganese more often than
9 required by the WAC in November of 2016.⁹ Specifically, the DOH directed Rainier
10 View to test for manganese once per month which the company has failed to do.

11
12 **F. RAINIER VIEW MISDIRECTS THE PUBLIC WHERE AND HOW TO SUBMIT**
13 **WATER QUALITY COMPLAINTS**

14 4.25 The UTC states in its Jurisdictional Brief that it delegated authority to regulate water
15 quality to the DOH under the terms of a Memorandum of Understanding.

16 4.26 The UTC states further that this delegation of authority means that customer complaints
17 regarding water quality should be directed solely to the DOH which has the expertise to
18 investigate and respond.

19
20 4.27 Unfortunately, the UTC's delegation to the DOH is not clearly explained to Rainier
21 View's customers who are instructed on their monthly statements to submit complaints
22 to either Rainier View or the UTC **with no mention of the DOH whatsoever.**
23

24
25
26
27
28 ⁹ See Sanitary Survey Report for Rainier View's Southwood Water System

1 **G. RAINIER VIEW FAILS TO PROCESS COMPLAINTS AND MAINTAIN**
2 **COMPLAINT RECORDS IN VIOLATION OF WAC 480-110-385**

3 4.28 Rainier View has an affirmative legal duty under WAC 480-110-385 to promptly
4 acknowledge, investigate and correct customer complaints as well as maintain records of
5 all consumer complaints for a minimum of one year.

6
7 4.29 Rainier View has failed to collect and maintain complaint records in violation of WAC
8 480-110-385 and in violation of a 2014 directive from the UTC.¹⁰

9 **H. RAINIER VIEW PASSED ON THE COST OF ITS NEW FILTRATION SYSTEM**
10 **TO THE PUBLIC WITHOUT OBTAINING PUBLIC INPUT OR APPROVAL IN**
11 **VIOLATION OF WAC 246-20-320(3)(d) AND THE DOH WATER SYSTEM**
12 **DESIGN MANUAL**

13
14 4.30 WAC 246-290-320(1)(c) states that when a secondary contaminant violation occurs, the
15 water purveyor “shall notify the DOH and take action as directed.”

16
17 4.31 WAC 246-290-320 (3)(d) states that the water purveyor with secondary contaminant
18 exceedances, shall take “follow up action” which shall be commensurate with the degree
19 of consumer acceptance of the water quality and their willingness to bear the costs of
20 meeting the secondary standard.”

21 4.32 WAC 246-290-320 is obviously intended to protect the right of customers who have to
22 pay the bills to participate in decisions that may affect their health or pocketbook.
23

24
25
26
27
28 ¹⁰ See UTC Rainier View Water Company 2014 Investigation Report from Docket UW-140616.

1 4.33 The right of paying customers to participate in decisions that affect their health or
2 pocketbook is also made clear in the DOH 2009 Water System Design Manual which
3 engineering companies like APEX are supposed to follow:
4

5 **Secondary Contaminant Treatment Requirements and**
6 **Options Washington State Department of Health**

7 **DOH will require action by the purveyor when the purveyor**
8 **receives five or more specific complaints associated with a**
9 **secondary contaminant from different customers in a 12-**
10 **month period. DOH may receive the complaints individually or**
11 **through a petition signed by five or more customers. When a**
12 **problem is determined to be significant, the requirements**
13 **below apply.**

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

15 **Compliance with the secondary standards for Fe/Mn is not**
16 **required for water systems in existence prior to January 15,**
17 **1992, unless the iron or manganese is creating a “significant”**
18 **problem as defined previously.**

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

- 21 **1. The water supplier must prepare an engineering report**
22 **with recommended corrective actions necessary to bring**
23 **the water system into compliance with the Fe/Mn**
24 **standards. The report must evaluate all reasonable**
25 **alternatives and determine the costs associated with each**
26 **alternative. The study must be prepared by a professional**
27 **engineer registered in Washington State.**
- 28 **2. The results of the study conducted by the water supplier**
should be made available to the customer at an
appropriately noticed public meeting, or by document
distribution.
- 3. The water system must prepare a proposed survey of the**
regularly billed customers, which provides for
questionnaires to be sent to each service connection to
determine the customer preference regarding the quality of
the water and the cost of compliance. The questionnaire
should be as objective as possible and be based on the

1 **engineering report. The estimated capital and operation**
2 **costs to the consumer should be based on the most cost-**
3 **effective alternative presented in the engineering report.**
 This alternative must also be acceptable to DOH.

4 **4. The proposed survey questionnaire and the engineering**
5 **report must be submitted to DOH for review and approval**
6 **prior to its distribution.**

7 **5. Upon approval of the survey questionnaire, the water**
8 **supplier must distribute it to the consumers. Customer**
9 **responses to the questionnaire should be tabulated by the**
10 **water system for submission to DOH.**

11 **6. Water systems that do not serve regularly billed customers**
12 **similar to a community, will be reviewed and evaluated in a**
13 **manner determined to be appropriate by DOH.**

14 4.34 Rainier View took a shortcut and bypassed WAC 246-290-320(3)(d) and the DOH
15 Design Manual. The company made no effort to properly survey customers or to
16 present options as they were required to do. It simply asked APEX Engineering to
17 create a filtration system with no competitive bidding and zero input from the public.

18 4.35 Rainier View then submitted a request to extend a surcharge to pay for everything which
19 was approved by the UTC on December 22, 2016.¹¹

20 4.36 In its Jurisdictional brief, the UTC states that Rainier View “has already begun installing
21 a filtration system that will drastically reduce the amount of manganese in the water sold
22 to Ms. Hand.”

23 4.37 Unfortunately, however, this promise was originally made in 2015 and has yet to be
24 fulfilled.

25
26
27 ¹¹ 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 **V. RELIEF REQUESTED**

2 **A. Entry of Findings of Fact and Conclusions of Law**

3 5.0 Following the presentation of evidence, the Hands will ask the UTC to enter specific
4 Findings of Fact and Conclusions of Law to include the following:
5

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

21 **B. Award of Monetary Damages**

22 5.1 PERMANENT DIMINUTION IN PROPERTY VALUE:	\$ TBD
23 COST OF INITIAL HOME WATER COOLER EQUIPMENT:	\$125.00
24 COST OF REPLACEMENT WATER COOLER:	\$2,016.00 ¹²
25 COST OF REPLACEMENT BOTTLED WATER:	\$768.00 ¹³
26 REFUND (WAC 480-110-395):	\$ TBD

27 ¹² Hands buy refill water at grocery store with monthly use of 9 containers at \$7.00 each.

28 ¹³ Hands buy bottled water with monthly use of 8 cases a month at \$3.00 each case.

1 COST TO REPLACE PRESSURE RELIEF VALVE: \$634.00
2 COST OF INDOOR WATER FILTERS: \$ TBD
3 COST OF PRIVATE WATER TESTING: \$ TBD
4 COST OF INDOOR PLUMBING INSPECTION: \$ TBD

5 **C. Remedial Action**

6 5.2 RCW 80.28.030 authorizes the UTC to order Rainier View to improve the quality and
7 purity of its water so that it meets state safe drinking water standards including WAC
8 246-290-310.

9 5.3 RCW 80.28.040 authorizes the UTC to order Rainier View to improves its customer
10 service and to change unjust or unreasonable acts and practices.

11 5.4 Consequently, the UTC should order as follows:

12 5.5 Rainier View shall begin supplying water to the Hands and to all other Pierce County
13 residents which complies with WAC 246-290-310 within 30 days.

14 5.6 Rainier View shall accurately advise its customers as to the jurisdictional authority of
15 the WUTC and the DOH in its newsletter and Annual Reports.

16 5.7 Rainier View shall test water for secondary contaminant levels every 30 days and
17 forward results to the DOH and post on its website.

18 5.8 Rainier View shall document every customer complaint received by telephone, in
19 person, email or letter and maintain in secure storage for 5 years.

20 5.9 Rainier View shall complete all steps set forth in WAC 246-20-320(3)(d) and the DOH
21 Design Manual to survey and engage their customers in any future effort to improve
22 water quality.

23 5.10 Rainier View shall immediately revise the instructions on the back of its billing
24 statements to include the following:
25

1 All complaints regarding the color, purity or quality of your water
2 should be sent directly to the DOH at:

3 NORTHWEST DRINKING WATER OPERATIONS
4 20425 72ND AVE. SOUTH, BUILDING 2, SUITE 310
5 KENT, WA 98032-2358
6 MAIN PHONE: 253-395-6750
7 FAX: 253-395-6760
8 TDD RELAY SERVICE: 1-800-833-63883

9 DATED: This 5th day of January, 2018.

10 

11 _____
12 NIGEL S. MALDEN, WSBA#15643
13 Attorney for Plaintiff
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

Exhibits

NIGEL S. MALDEN LAW, PLLC
711 Court A, Suite 200
Tacoma, Wa. 98402
253-627-0393 *p* 844-273-6067 *f*

Company: Rainier View Water Company, Inc.
Customer: Sarah Hand
Account #: 3602864669
Contact:
Service Address:
7202 201st Street E.
Spanaway WA 98387
Primary Phone: 360-286-4669
Secondary Phone: 3602864669
Email Address: sarahejhand@yahoo.com

Complaint Information:

Complaint ID: CAS-19946-L3N4X0
Serviced By: Rachel Stark
Opened On: 11/9/2016 11:37 AM
Grouped By: Quality Of Service

Description:

The customer has brown water which caused damage to their pipes and then they paid \$654 in repairs. They asked Bob Blackman of Rainier View Water if the company will pay for their repairs. First he said yes, and then said he would not. He also told her that she cannot take the company to small claims court because the company is protected by a commission.

Brown water has been an issue throughout the Springwood area for years. The company has pumped the brown water and then the water is clear for a couple of days and then the brown water returns.

She would like to know why their area has brown water and what the company is doing to fix the pipes so they have clear water. She would also like to know why the company will not pay her \$654 repair costs and why Bob Blackman told her she cannot take the company to small claims court.

November 16, 2016 - 11:34 a.m. Consumer complaint passed to Rainier View Water via email
The Response is due by 5 p.m. on November 18, 2016

Activity Type: Email**Activity Date: 11/16/2016, 12:25:25 PM****To: rstark@utc.wa.gov;****From: carol@rainierviewwater.com****Subject: RE: WA UTC Complaint CAS-19946-L3N4X0 for Sarah Hand CRM:0008083****Attachments: 0****Body:**

Hi Rachel,

This complaint has been forwarded to Bob Blackman, as he fields all of the complaints pertinent to Water Quality issues.

EXHIBIT 2

Exhibits

NIGEL S. MALDEN LAW, PLLC
711 Court A, Suite 200
Tacoma, Wa. 98402
253-627-0393 p 844-273-6067 f

UTC POC: Rachel Stark

Subject: Phone call to the consumer

Description:

Called the consumer - rang no answer.

Activity Type: Phone Call

Activity Date: 12/20/2016, 3:09:00 PM

Direction: Outgoing

Customer: Sarah Hand

UTC POC: Rachel Stark

Subject: Phone call to the consumer

Description:

Called and spoke with the consumer. I advised her that the commission does not have regulation over the water quality issues, however, due to the company filing a request to extend their surcharge, we looked further to ensure that the company was in compliance with Department of Health standards for the quality of water. The customer became upset and began to yell and argue. She insist the commission needs to more to make the company provide them with clear water. I told her according to DOH, the water is tested and meets requirements and there are no pending testing requirements DOH is requiring the company to perform. I told her that the water does not look appealing, however, is safe for consumption. The consumer became more angry and began to yell that she would like to know if I had a choice to buy water at the store between brown and clear what I would do. I told her that was not a true question because she knew the answer, I told her of course I would buy the clear water. I told her I understand how she feels because I wouldn't want brown water in my home either. However, the commission does not have the jurisdiction over the quality of water, that lays with DOH. I told her there was nothing else that I could do and will need to close the complaint. The consumer became angry again and stated that "you people think we are not coming to the meeting on Thursday!" "I'm coming and bring other homeowners and the news crews and you people and the commissioners will have to answer to the news""you will be embarrassed that you are doing nothing for consumers and expecting them to drink disgusting water". I told her that the open meeting is open to the public and we welcome people to come to the meeting. That is where you can have your voice heard and speak directly to the commissioners. She is welcome to come and sign in when she gets here in order to be called up to the podium to speak. I again told her there is nothing more that I can do and will close her complaint. She did not want me to close her complaint until after the decision was made at the open meeting because she is showing up and bringing the news and things will not go as we think. I told her the outcome of what is being decided at the open meeting does not affect the water quality but I will close her complaint after the open meeting. She thanked me.

Activity Type: Email

Activity Date: 1/5/2017, 10:23:21 AM

EXHIBIT 3

Exhibits

NIGEL S. MALDEN LAW, PLLC
711 Court A, Suite 200
Tacoma, Wa. 98402
253-627-0393 *p* 844-273-6067 *f*

To: Bob@RainierViewWater.com;

From: rstark@utc.wa.gov

**Subject: RE: FW: WA UTC Complaint CAS-19946-L3N4X0 for Sarah Hand
CRM:0008083**

Attachments: 0

Body:

Hi Bob,

Thank you for the information you provided during this complaint. This complaint is now closed. The disposition is company upheld. Please note that the consumer protection section has an internal quality review program, and all closed complaints are subject to review and/or re-opening.

Thank you
Rachel Stark
Consumer Complaint Investigator
Consumer Protection
1-888-333-WUTC (9882)
FAX: (360) 664-4291

Washington Utilities and Transportation Commission
Respect. Professionalism. Integrity. Accountability.
www.utc.wa.gov

Activity Type: Email

Activity Date: 4/18/2017, 10:27:01 AM

To: rstark@utc.wa.gov;

From: CRMAdmSvc@utc.wa.gov

Subject: CAS-19946-L3N4X0 has been Assigned to You CRM:0042097

Attachments: 0

Body:

CAS-19946-L3N4X0

Activity Type: Email

Activity Date: 4/18/2017, 10:27:03 AM

To: rstark@utc.wa.gov;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Anna Lee, do hereby declare that this 5th day of January, 2018, I forwarded a true and correct copy of **NOTICE OF DEPOSITION OF THE WASHINGTON STATE UTILITY AND TRANSPORTATION COMMISSION** by electronic service to parties listed below:

Counsel for Plaintiff, Sarah Hand:

Nigel Malden (attorney), nm@nigelmalddenlaw.com
Anna Lee (paralegal), anna@nigelmalddenlaw.com

Counsel for Rainier View Water Company:

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

UTC

Kopta, Gregory : gkopta@utc.wa.gov
Roberson, Jeff : jroberson@utc.wa.gov
Brown, Sally : sbrown@utc.wa.gov
Gross, Krista : kgross@utc.wa.gov

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

DATED: This 5th day of January, 2018 in Tacoma, Washington.



Anna Lee
Paralegal to Nigel S. Malden