

**Exhibit No. \_\_\_\_ (TY-4)**  
**Docket UW-101818**  
**Witness: Travis Yonker**

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,**

**DOCKET UW-101818**

**Complainant,**

**v.**

**MARIA K. LINDBERG,**

**Respondent.**

**EXHIBIT TO**

**DIRECT TESTIMONY OF**

**Travis Yonker**

**STAFF OF**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

*Consumer Complaint No. 108411 Activity Log  
Without Attachments*

**June 23, 2011**

Kingston UTC Complaint

108411

Company: Cristalina, L.L.C. W1496

Customer: Account#

Michael and Glenda Beck

Contact:

27107 314th Avenue SE

Ravensdale, WA 98051

Primary Phone: (360) 886-0524

Complaint: 108411

Serviced by: Rachel Stark

Opened on: 02/22/2010

Grouped by: Disconnect

Closed on: 08/18/2010

Disposition: Consumer upheld

Description:



Ms. was disconnected February 10, 2010. She moved into her residence in 1984 and the company is billing her from 30 years ago. The company says she owes them \$25,812 and change. She states she does not owe the company this amount. Ms. would like to know what to do to have service restored. She is not willing to pay for 30 years of service she did not use.

2/22/2010 9:55 URGENT complaint passed to Maria Lindberg at Cristalina, L.L.C. via e-mail  
Response due February 24, 2010, by 5pm PST

Results:

The company's system was set up with all customers on one system with no meters and had no way to disconnect service to an individual customer. The company had some customers that stopped paying their bill. The company installed meters and started to disconnect customers who had not paid their bill.

This customer moved into their residence in 1984 and did not begin to make any payments toward their service until 2009. They were only willing to pay \$1,000 for their past due amounts owed since 1984. The company disconnected this customer improperly due to the notices not being correct, and were required to restore service.

The company indicates the customer owes for the past 6 years of service for a total past due balance of \$5,863.04.

The company was not in compliance with a number of rules and laws. The company was also not billing the customer correctly per the company's tariff on file.

573 total violations noted.

Activity:

Activity Links

\*\*\* 02/22/2010 01:36 PM Email: Stark, Rachel (UTC) << Maria Lindberg



We are not asking for that much. We have been working through attorneys as they do not want to pay more than a \$1000 of their bill. We have lowered their bill to cover just 6 years of service and offered them a payment plan. They are not willing to pay over \$1000 of their bill and have been paying for an attorney so they don't have to. They have been using service since 1984 without paying a dime! I was unable to cut them off due to lack of meters. When we gave them notice and offered a payment plan. They put their own locks on our meters so

we could not disconnect their water. We then had to hire contractors to pull the meter and shut off the water as they destroyed our meter. Which of course costs us money!

Okay...so now what do I do or who do I talk to?

Maria Lindberg  
Manager Cristalina

\*\*\* 02/22/2010 03:06 PM Email: Rachel Stark >> Maria Lindberg

Good afternoon Maria,

Do you have a copy of the water company WAC 480-110 rules?

WAC 480-110-345 (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.

WAC 480-110-355 (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 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.

Please provide account information for this consumer, please include the following information:

When did the company install a meter?

What date did customer established service?

Is there a deposit on file, if so how much?

When did the company mail the consumer their bill? What was the mailing date? How much was the bill (current charges and past due charges)? What was the due date on the bill? Does the company charge late fees?

Did the company send this customer late notices? If so, what was the mailing date? How much was the notice for? What was the due date of the notice?

How many times did the customer get disconnected in last 12 months? Please provide dates of disconnection of service, amount customer was disconnected for also.

Did this customer make payments? What dates were the payments and how much were the payments?

Did the customer make payment arrangements? If so, what were the agreements?

Did the customer pay their bill with any non-sufficient funds (NSF) checks in last 12 months? If so, what was the amount of payment? What was the date? Does the company have NSF fees?

Did the company give any adjustments or credits? What date and how much and why?

I need the date and time of any telephone calls made as a form of a late notice, the dollar amount quoted as due, and the due date. Will also need to know whether the company actually spoke with the customer or not and if so, what were the results of the call (such as, the customer made a payment arrangement to pay what dollar amount on what day, or the customer said she could not pay until, etc.)

If this customer destroyed the meter, what are the charges for tampering?

I also need any account notes or other information that is pertinent

Account format example:

Est 5/20/00, \$xx dep, xx late notices, # disc., # of nsf checks  
10/2/09 bill 100.00c, 50.00pb, 150.00t, due 10/20/09  
10/18/09 paid 100.00, 50.00b.  
10/22/09 late notice 50.00, due 11/3/09  
10/28/09 customer called - agreed to pay 50.00 on 11/5/09 at paystation. Co  
agreed.  
11/5/09 paid 50.00, 0.00b


It appears this customer, if properly noticed by the company, was disconnected for nonpayment. Those billed charges are now considered prior obligation. How much would the new deposit and reconnect fee be to have this customer's service restored?

Please let me know if you have any other questions.

Response due February 24, 2010, by 5pm PST

Thank you.  
Rachel

\*\*\* 02/23/2010 08:37 AM Action: Rachel Stark

 Reviewed company's tariff.

Tariff filed January 15, 2003, effective February 15, 2003.

Schedule X:

Disconnect charge is \$50

Reconnect charge is \$50

Rule 6:

Meter Rates: The utility's metered services rates will become effective, after the customer has received 30 days written notice.

Meter rates listed in schedule 2.

Base rate: \$0

Usage rate: \$0

Rule 9:

Access to Premises/Service Visit Charge \$50/hour

Rule 11:

Late payment charge of unpaid balance 2% or minimum \$1

Rule 13:

Responsibility for Delinquent Accounts

The utility will not refuse service to an applicant or customer, who is not in arrears to the utility even though there are unpaid charges due from the premises occupied by the applicant or customer, due to the unpaid bill of a prior tenant unless there is evidence of intent to defraud.

The utility may not permanently deny to an applicant because of a prior obligation to the utility.

Schedule 1:

Flat rate service: \$45

Schedule 4:

Capital Improvement Surcharge

Filed: April 8, 2009, effective June 1, 2009

Monthly Rate: Each connection or customer will pay a surcharge of \$32

Expires June 1, 2029 or upon recovery of \$555,000

Customer can pay within 90 days a one-time payment of \$6,607 to save interest

SEE ATTACHED COPY OF COMPANY'S CURRENT TARIFF

\*\*\* 02/24/2010 04:05 PM Email: Stark, Rachel (UTC) << Maria Lindberg

QUESTION: When did the company install a meter?

ANSWER: December 2009.

QUESTION: What date did customer established service?

ANSWER: 1984.

QUESTION: Is there a deposit on file, if so how much?

ANSWER: No.

QUESTION: When did the company mail the consumer their bill? What was the mailing date? How much was the bill (current charges and past due charges)?

What was the due date on the bill? Does the company charge late fees?

ANSWER: Cristalina has consistently mailed monthly invoices by the fifth of each month. Michael and Glenda Beck have not paid for their water service since the service was established in 1984. The most recent bill dated February 1, 2010 was \$25,997.64. Bills are due at the end of the month. Cristalina charges a late fee of 12% per year. I took over the system in 2000 at that time they had an outstanding balance of \$6,268.00. I don't believe they had paid any of their water bill since they moved to the area. I hand delivered a bill to them at that time with no response.

QUESTION: Did the company send this customer late notices? If so, what was the mailing date? How much was the notice for? What was the due date of the notice?

ANSWER: Late notices have been included on the monthly invoices and mailed each month. In 2001, 2003 and 2008 I hand delivered late notices to the Becks.

QUESTION: How many times did the customer get disconnected in last 12 months?

Please provide dates of disconnection of service, amount customer was disconnected for also.

ANSWER: The customer has never been disconnected prior to the 2/10/10 disconnection as meters were not installed and Cristalina had no way of disconnecting service.

QUESTION: Did this customer make payments? What dates were the payments and how much were the payments?

ANSWER: The customer made payments in September 2009, October 2009 and November 2009 for \$45.00, \$57.00 and \$154.00, respectively. Once disconnection notices were sent the Becks attempted to make additional monthly payments which were returned as instructed by Cristalina's attorney. The Becks retained an

attorney and Cristalina's attorney has been trying very hard to get them to pay their bill by offering terms, etc. Please see attorney correspondence for explanations of the payment returns.

QUESTION: Did the customer make payment arrangements? If so, what were the agreements?

ANSWER: No. Cristalina attempted to make payment arrangements beginning in 2000 by phone calls, hand delivered letters and attorney correspondence. The customers refused all proposed agreements.

QUESTION: Did the customer pay their bill with any non-sufficient funds (NSF) checks in last 12 months? If so, what was the amount of payment? What was the date? Does the company have NSF fees?

ANSWER: No.

QUESTION: Did the company give any adjustments or credits? What date and how much and why?

ANSWER: Yes. Cristalina gave the following credits to all customers for low or no water pressure: \$3.00 in January 2001; \$10.00 in August 2001; \$10.00 in September 2001; \$10.00 in October 2001; \$3.00 in April 2004; and \$20.00 in July 2009.

QUESTION: I need the date and time of any telephone calls made as a form of a late notice, the dollar amount quoted as due, and the due date. Will also need to know whether the company actually spoke with the customer or not and if so, what were the results of the call (such as, the customer made a payment arrangement to pay what dollar amount on what day, or the customer said she could not pay until, etc.)

ANSWER: Carol Tribe our bookkeeper has spoken with them about putting together a payment plan and they were not interested. This was several months ago, we do not have the date logged.

QUESTION: If this customer destroyed the meter, what are the charges for tampering?

ANSWER: Cristalina's water operator was accompanied by three Sheriff's Office deputies to disconnect service at the Beck residence. When it was found the Becks had locked Cristalina's meter so it could not be disconnected, the deputies recommended Cristalina remove the meter system entirely due to the fact that they thought the Becks would just cut Cristalina's lock and put their own on again. The cost to remove the meter and shut off water was \$630.00. It is estimated that it will cost \$750.00 to reinstall the system. The complete charges are outlined in the letter to the Beck's attorney from counsel for Cristalina.

QUESTION: I also need any account notes or other information that is pertinent.

ANSWER: Please read the attorney correspondence.

QUESTION: It appears this customer, if properly noticed by the company, was disconnected for nonpayment. Those billed charges are now considered prior obligation. How much would the new deposit and reconnect fee be to have this customer's service restored?

ANSWER: I don't understand your statement. Please provide a citation to the applicable code or case law that provides that a water company cannot require full payment or settlement of past due charges from a delinquent customer as a condition of restoring service.

SEE ATTACHED ACCOUNT INFORMATION

\*\*\* 02/25/2010 11:55 AM Phone: Rachel Stark >> Consumer



Ms. was told by her attorney to put a lock on her personal dials or shut off valve to their home in the box. I spoke more to confirm where that was; she indicated it was in the box. I asked if the meter was in the box, she said yes. She indicated she had a picture of where the locks were and the company could have cut her locks off and put a lock on the meter themselves. I told her the sheriff's office recommended to the company to remove the meter due to the fact they believed she or her husband would probably cut their lock off and restore their own service. She said the company only needed to cut their locks and she has proof because she took a picture and would send it to me as proof. I told her she could send me her picture if she would like and I would include it as part of the complaint record. She said she would send me it via email about 4pm. I gave her my email address and told her to call me if she had a problem. I told her I would have to look at her entire complaint because if there was fraud involved, there are different issues I have to look at. I asked her if she was receiving her bill each month, she said she did not know because she doesn't know what the bill looked like. She said she was receiving a statement. I asked if she ever looked for a bill, she said she did not know what a bill looked like back from 1984. She confirmed she never paid the bill because she did not agree with the charges especially when they were raised to \$45 per month. I indicated to her the company has shown some information to the fact there were sheriffs involved due to a threat from someone in her home. She indicated she was 55-plus and would not start trouble at her age. She also stated "who would do that"? I told her the company is indicating she or someone from her home threatened the tech. when they came to disconnect service. She said she didn't know about that she just wants her service because she has a little six-year old in her home now and she needs water. I told her I will look at her complaint and call her tomorrow with an update.

\*\*\* 02/26/2010 08:21 AM Email: Stark, Rachel (UTC) << Consumer



Good Morning Rachel

Here is the before and after picture. These are the main shutoff valve to our house. If you have any question please call.

Thank  
Glenda

SEE ATTACHED PICTURES OF METER

\*\*\* 02/26/2010 08:36 AM Email: Rachel Stark >> Consumer



Thank you Glenda,

Are these pictures of the meter before you put the lock on the meter? Are both the locks yours? What is the white wire?

Rachel

\*\*\* 02/26/2010 09:49 AM Email: Stark, Rachel (UTC) << Consumer



Yes both locks are ours. As for the white wire I don't know what it go to. Hope



this help you.

thank  
Glenda

\*\*\* 02/26/2010 10:04 AM Email: Stark, Rachel (UTC) << Consumer



Rachel

The answer to your question for the white wire my husband said it belong to Cristina. If you want I could take picture of the neighbor box. Let me know.

Thank  
Glenda

\*\*\* 02/26/2010 10:31 AM Email: Rachel Stark >> Consumer



Thank you Glenda,

I did find out that the white wire is part of the type of meter and is there so the company can read your meter at their office (remote read).

I will get back to you as soon as I can..

Thanks.  
Rachel

\*\*\* 03/02/2010 05:11 PM Email: Rachel Stark >> Maria Lindberg



Good afternoon Maria,

I did not receive all the information I requested.

Please provide an account bill and payment history for this consumer since established service in 1984.

Here is an account format example, please provide the information for this customer in this format:

10/2/09 bill 100.00c, 50.00pb, 150.00t, due 10/20

10/18/09 paid 100.00, 50.00b

10/22/09 late notice 50.00, due 11/3

10/28/09 customer called - agreed to pay 50.00 on 11/5/09 at pay station.

Company agreed.

11/5/09 paid 50.00, 0.00b

Customer was disconnected for non-payment February 10, 2010.

In reference to this customer, did they threaten the company with a gun? Why did the company send a tech to disconnect service with a Sheriff?

The consumer putting locks on the meter would be considered tampering, the company could charge this consumer meter tamper charges prior to reconnection of service. However, the company removing the meter based on the locks is extreme. The company could have cut the locks off and locked out the consumer for nonpayment. Then the company could bill the customer for meter tampering. If the consumer tampered with the meter a second time, I would say that would

not be extreme to remove the meter at that time. In the company's tariff, how much does the company charge for meter tampering or a disconnect visits?

Again, it appears this customer, if properly noticed by the company, was disconnected for nonpayment. Those billed charges are now considered prior obligation. How much would a new deposit and what is the tariff reconnect fee be to have this customer's service restored?

Please review WAC 480-110-335(3) and WAC 480-110-345 (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.

This customer still has no service; the company needs to comply with these rules immediately. Please let me know what the consumer needs to pay and when the company will restore service.

Please let me know if you have any other questions.

Thank you.

Rachel

\*\*\* 03/03/2010 09:16 AM Voice Mail: Rachel Stark << Consumer



Consumer called requested status.

\*\*\* 03/03/2010 10:41 AM Phone: Rachel Stark >> Consumer



Called and spoke with consumer. I let her know I have requested more information from the company. I told her I have been reviewing the rules as they pertain to the regulation of her water company. I told her I am also confirming the company was billing her the correct amounts. I told her I am attempting to get her service restored as soon as I can. She again indicated she hasn't been paying but used to pay her bill when it was \$15 per month, then it went to something like \$26 and then it went to \$45. She doesn't quite remember when she stopped paying she just knows the company should turn her water back on. I let her know I am working on it and confirming the compliance with the rules and will contact her again when I have more information.

\*\*\* 03/03/2010 11:42 AM Email: Stark, Rachel (UTC) << Maria Lindberg



Rachel,

Did you not receive a copy of their invoice statements since 2001? It was in the one of the attachments. They have made NO payments up until the time of disconnection notice and then we got a check from their attorney trying to settle the amount owed. We had to return it because it was not acceptable and did not cover the balance owed. As advised by the Cristalina Attorney. Do you really want me to write out this:

The year 2000-No payment

The year 2001-No payment. I hand delivered bill threatening to shut off water, but was unable to as we had no way to shut it off.

The years 2002-2008-No payments.

I hand delievered a letter to thier residence again saying that if we did not recieve payment we would shut off the water. I was unable to do so at that time as well. I suggested the Beck's get on a payment plan. No response. We have sent out monthly statements since 2001 with no response or Payment from the Becks. What more would you like me to say?

The Beck's recieved some credits on thier bill due to some water outages we have had, but those were credits to thier bill. They were no payments on the Beck's behalf. I out lined all of the details on our last email.

On Tue, Mar 2, 2010 at 5:11 PM, Stark, Rachel (UTC) <[HYPERLINK](mailto:RStark@utc.wa.gov)  
"mailto:RStark@utc.wa.gov" \nRStark@utc.wa.gov> wrote:

Good afternoon Maria,

I did not receive all the information I requested.

Please provide an account bill and payment history for this consumer since established service in 1984.

Here is an account format example, please provide the information for this customer in this format:

QUESTION: 10/2/09 bill 100.00c, 50.00pb, 150.00t, due 10/20

ANSWER: I think I did this above. Let me know if you want more detail.

10/18/09 paid 100.00, 50.00b

10/22/09 late notice 50.00, due 11/3

10/28/09 customer called - agreed to pay 50.00 on 11/5/09 at pay station.  
Company agreed.

11/5/09 paid 50.00, 0.00b

Customer was disconnected for non-payment February 10, 2010.

QUESTION: In reference to this customer, did they threaten the company with a gun?

ANSWER: Yes, they told my water operator after he was given a shut off notice if he was found anywhere near his property he would shoot him.

QUESTION: Why did the company send a tech to disconnect service with a Sheriff?

ANSWER: Because of the threat of being shot. Sheriff was concerned for water operators safety due to the clients history with the department and threats he was shouting from his yard. So much so they insisted water operator be escorted all the way to his home back in Kent.

QUESTION: The consumer putting locks on the meter would be considered tampering, the company could charge this consumer meter tamper charges prior to reconnection of service. However, the company removing the meter based on the locks is extreme.

ANSWER: It was by the advice of the Sheriff as they had mutiple dealings with this person in the past, and with the threats of the water operator we didn't want to have him go out there more than needed.

QUESTION: The company could have cut the locks off and locked out the consumer for nonpayment.

ANSWER: Sheriff advised it would be a waste of time on our part.

QUESTION: Then the company could bill the customer for meter tampering. If the consumer tampered with the meter a second time,

ANSWER: Didn't seem wise to play that game with a known violent man who had been threatening us with lawsuits and guns.

QUESTION: I would say that would not be extreme to remove the meter at that time.

ANSWER: I would say we were in an extreme situation.

QUESTION: In the company's tariff, how much does the company charge for meter tampering or a disconnect visits?

ANSWER: The initial visit to disconnect was \$50.00, but due to the fact that the meter had been tampered with, we had to go out a second time to disconnect the water with the sheriffs department and the construction crew. We are only charging the direct costs of doing that we are not making any profit.

QUESTION: Again, it appears this customer, if properly noticed by the company, was disconnected for nonpayment. Those billed charges are now considered prior obligation. How much would a new deposit and what is the tariff reconnect fee be to have this customer's service restored?

ANSWER: Rule 12 of Cristalina's tariff authorizes a deposit of up to 2/12ths of annual billings. The standard reconnection charge is \$50.00 (Schedule X). However, the customer has damaged our system and RCW 82.28.240 allows Cristalina to recover the actual amount of the damage (the statute actually allows for treble damages and attorney fees).

QUESTION: Please review WAC 480-110-335(3) and WAC 480-110-345 (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.

ANSWER: Cristalina is aware of these code sections. We are not permanently denying the customer service. We have made substantial concessions in offering to settle this dispute which will allow restoration of service based upon payment of the last six years of past due charges and certain costs allowed by our tariff and statutes. Collection of six years of charges is based on RCW 4.16.040(2). WAC 480-110-355(3) is a section that empowers Cristalina to charge a deposit; it is not a limitation on its rights. We interpret your statements to mean that the past due charges must be separated and cannot be used as a basis for disconnection but we cannot reconcile your statements with the plain language of the rules that you cite. Disconnection is a valuable right available to utilities. In this particular case, our customer has not paid a bill at all for over 15 years and has shown violent and extremely uncooperative behavior. Despite our repeated demands, the customer has failed to pay anything toward the past due amount. If the agency seeks to take away our right to maintain disconnection based on past due bills, our only resort will be with the courts, which will be costly and time consuming. We respect your opinions and will follow the law, but must do so based on established rulings or case opinions. Please provide us with legal authority for your position that Cristalina cannot maintain a disconnection based on past due charges.

QUESTION: This customer still has no service; the company needs to comply with these rules immediately. Please let me know what the consumer needs to pay and when the company will restore service.

ANSWER: Cristalina outlined our latest resolution proposal in a letter dated Feb. 19, 2010 from our lawyer to the customer's lawyer, consisting of a \$1,000 down payment with a promissory note from the customer for \$5,251.72 payable in six monthly installments. That proposal is still available.

\*\*\* 03/05/2010 10:31 AM Voice Mail: Rachel Stark << Consumer



Ms. left voicemail to call, she stated she still has no water and her attorney will be contacting me.

\*\*\* 03/05/2010 10:35 AM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for Consumer



Ms. Stark: I represent Mike and Glenda Beck of Ravensdale, Washington. The Becks water service has been disconnected since February 10th, [ON CRISTALINA WATER CO.'s CLAIM THAT THEY OWE OVER \$25,000.00 IN DELINQUENT BILLS - despite the fact that the Becks have been tendering the current monthly water charge since July of 2009 AND dispute owing Cristalina over \$25,000 AND the Becks have tendered Cristalina the lump sum my clients believe are owed on their delinquent account. RCWA 35.21.300 bars a utility from disconnecting service on a 'Disputed Account' 'Until suit has been entered . . . and judgment entered in the case.' RCW 35.21.300(1) It would appear that a Cristalina Water Company is illegally using disconnection as a 'Hammer' to coerce Mr. and Mrs. Beck to sign an agreement or Note obligating them to pay MUCH MORE than what is rightfully owed on this water account.

I have proof of the Beck's Account Tenders since November of 2009. I would like to send WUTC a letter and copies of my client's proofs. What is your mailing address in Olympia? Please advise. Barry Kombol, Attorney at Law, Black Diamond, Washington

\*\*\* 03/05/2010 10:51 AM Voice Mail: Rachel Stark >> Consumer



Left voicemail for consumer to return call.

\*\*\* 03/05/2010 11:14 AM Voice Mail: Rachel Stark << Consumer



Ms. returned call.

\*\*\* 03/05/2010 11:51 AM Phone: Rachel Stark << Barry Kombol, Attorney for consumer



Attorney for consumer called and stated he wanted to provide further information regarding the Beck's case. I instructed him I was looking into the fact the consumer does not have water and I am working everyday on this complaint to resolve so they will have water. I let him know he can supply me with any information he wanted, however, the company and the consumer need to comply with the water rules. I told him this complaint is an informal complaint at this point I am still investigating and making sure there is compliance of rules. He stated the customer is current in their payments, I told him, if the customer had service and didn't pay for their service, they are not necessary current on their bill because they still owe the company for past due amounts. He believes the company is only owed from July 2009 and nothing earlier. I told him the customer did receive water service and needs to pay for service and the

company was stating his clients sent him a check for \$1,000 as a settlement of what was owed. He stated no payment offered was attached as settlement of the back owed amounts, the company and their attorney are refusing and sending back their payments. He indicated he had information showing they did pay and are current. I told him I would need to look at everything pertaining to this complaint and will know more once I look at the information. I asked him if he had the mailing address and my e-mail address. He indicated he received it from the Beck's and told me our P.O. Box as well as my e-mail address. I told him to send me anything he would like and I would include it in the complaint record.

\*\*\* 03/05/2010 11:55 AM Phone: Rachel Stark >> Consumer



Called consumer and discussed her complaint.

Ms. said the company came with three Sheriffs and came in the driveway. She said she heard every word and could repeat the conversation exactly. She stated: "The sheriff stated "we are just here to keep the peace". and her husband Mike said "go about your business". She said then the police just stood in the road. They never asked her anything about taking their locks off the meter.

Ms. does not pay attention to when she gets her bill so she does not know when the bill was due or anything.

She states she paid when the bill was less than \$45 dollars. She only keeps records for the last 10 years for sure. She indicated she could show me her payments.

She said she didn't know who to call when the water was out and therefore, she felt without water, she should not have to pay the water bill, so she didn't.

She told me her attorney was going to contact me and send me more information. I told her I did speak with her attorney and let him know that I am looking at the rules pertaining to water utilities and what the company and customer are allowed to do. I let her know I believe I may have her service restored soon, however, I will call her and let her know either later today or Monday. She thanked me for working on it because she has a little one in the house now.

\*\*\* 03/05/2010 11:55 AM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer



Washington Utilities and Transportation Commission

Re: Cristalina Water Co.

My Clients: Michael and Glenda Beck

COMPLAINT: Unlawful Disconnection

Dear Ms. Stark:

THANK YOU FOR SPEAKING WITH ME THIS MORNING. This will confirm that I represent Mike and Glenda Beck of Ravensdale, Washington. My client's water service with Cristalina Water Co has been disconnected since February 10, 2010 in what I believe was contrary to laws and codes regulating water utility companies as well as for illicit purposes. It is beyond doubt that Mr. and Mrs. Beck have a long-standing dispute with Cristalina Water Company.

-----  
Over the past year this water company has engaged in various measures to collect what the utility believes is over twenty years of unpaid water charges, dating back to at least two prior water purveyor's service. Last February, in reply to my client's initial advise of their dispute, Cristalina wrongfully

filed a 'Claim of Lien' in the sum of \$23,986.61. In August of last year my clients filed a 'Complaint to Void Frivolous Lien, see King County Superior Court Cause No. 09-2-30808-0 KNT. Once that case was filed, Cristalina filed a "Release of Lien" on August 17, 2009.

-----  
It is important for WUTC to realize that since July of 2009 Mike and Glenda Beck tendered the monthly \$70.00 water service charge to Cristalina Water Company, even though the 'delinquent balance' was being disputed. Last November Cristalina began to refuse to cash my client's monthly checks for their current water service

-----  
On November 24, 2009, Mr. and Mrs. Beck tendered Cristalina Water Company the sum of \$1,000.00 in a good faith offer to settle their long-disputed past due account. This tender was declined, and Cristalina Water Company continued to refuse to cash my client's monthly checks for current water service.

-----  
On February 2, 2010 I sent Cristalina Water Company's attorney a long letter requesting that his client accept my client's tenders for November, 2009, December, 2009, January, 2010 and February, 2010, each in the sum of \$77.00 for monthly water service. I also urged this attorney to agree to take the dispute over the alleged 'Delinquency Amount' to arbitration, despite the fact that RCW 35.21.300(1) obligates the company to delay until it files litigation and 'suit has been entered by the city and judgment entered in the case.'

-----  
Rather than working to resolve the dispute, and rather than accepting my client's tenders of \$77.00 for current monthly water service for each month since July of 2009, and rather than accepting my client's good faith tender of \$1,000.00 in resolution of the past due account dispute, Cristalina elected on February 5, 2010 to disconnect water service to the Beck's residence - CLAIMING THAT THE SERVICE WOULD NOT BE RESUMED UNTIL MY CLIENTS EITHER PAID \$25,812.92 IN DISPUTED WATER CHARGES DATING BACK TWENTY YEARS!

-----  
Cristalina seems to be using disconnection as a hammer to bludgeon Mike and Glenda Beck to either pay it twenty years of disputed back charges or agree in writing to pay installments on the disputed back due account - DESPITE THE FACT THAT THE BECKS HAVE BEEN TENDERING PAYMENTS FOR MONTHLY WATER SERVICE FOR EACH MONTH SINCE LAST JULY.

-----  
Certainly WUTC has some jurisdiction over Water Utilities such as Cristalina. Cristalina Water Company has a checkered history of service and compliance with laws, to say the least. Cristalina's actions against Mike and Glenda Beck appear to me to be in clear violation of utility regulations. Mr. and Mrs. Beck have been without water service at their residence for a month, while Cristalina seeks to coerce payment from them on a long disputed account.

-----  
I ask the Washington Utilities and Transportation Commission to start an immediate investigation of Cristalina's conduct and - while that investigation is pending - instruct Cristalina Water Company to restore service to my client's residence. Incorporated below is a copy of WUTC's website, in which the commission states:

-----  
How do I dispute a bill? Contact the company and try to resolve the complaint with them. You must be allowed to speak to a supervisor. If you cannot get your dispute resolved with the company, contact the UTC. Once the commission initiates an investigation, companies are required to respond within two full

working days. If you think there's a problem with the meter reading for your water or energy, you can request that the company re-check the meter.

----- Losing Service -----

Can my service be disconnected without my permission? Yes, if you do not pay bills on time, if you fail to make a deposit payment, or if you began service under false or illegal pretenses such as using another person's name.

When can service be disconnected? Utility companies may not disconnect your service on weekends, legal holidays, or on any other day when the company cannot re-establish service on the same or following day. An exception can be made if the disconnection is necessary to prevent danger to life or property.

Can a company disconnect my service while I am disputing the bill? As long as you pay undisputed portions of your bill, a company may not disconnect your service if the UTC is investigating your claim.

-----  
The last paragraph of the website information is what my clients request of WUTC: . . . 'investigate your claim' and 'so long as [the Becks] pay the undisputed portions of [their bill] . . . [Cristalina] may not disconnect . . . service'

-----  
The only reason I can imagine for Cristalina declining to accept monthly payments and the tender of settlement of this dispute is to create an argument that my clients are delinquent in paying for current water service, so as to justify the disconnection of water service pursuant to the January 22, 2010 'First Notice of Proposed Disconnection' a copy of which I am enclosing with this letter.

-----  
I believe that Cristalina is engaging in a course of conduct which violates Washington's Consumer Protection Act, and may very well violate rules and regulations pertaining to Public Water Companies, all in an apparent effort to coerce Mike and Glenda Beck to pay Cristalina Water Company monies on an old water account, liability for which is hotly disputed.

-----  
As the provider of essential services to a household connected to its water system Cristalina Water Company should be expected to ensure that uninterrupted utility services be provided so long as its customers are current in charges for their monthly water service. Please take action as soon as possible to order Cristalina Water Company to restore water service to my client's home. Awaiting your reply, I am Very truly yours, Barry C. Kombol, Rainier Legal Center, Inc. P.S.

\*\*\* 03/05/2010 03:01 PM Email: Rachel Stark >> Barry Kombol, Attorney for consumer

 Good afternoon Mr. Kombol,

Per our phone conversation today, I believed you had our mailing address. Again, you are welcome to provide any additional information to me you would like. I am looking at the utility rules and ensuring the company and the consumer are both in compliance of those rules.

You may forward your information to my attention at  
Rachel Stark



WUTC  
Consumer Protection and Communications  
P.O. Box 47250  
Olympia, WA 98504-7250

Thank you.  
Rachel Stark

\*\*\* 03/05/2010 03:17 PM Action: Rachel Stark



SEE ATTACHED UPDATED TARIFF PAGE

Page 21  
Flat Rate Service

Issued date: March 1, 2010  
Effective date: March 1, 2010, per order in docket UW-090839

Monthly rate:  
Each connection or customer: \$32

Page 24.1  
Capital Repair Surcharge

Issued date: March 1, 2010  
Effective date: March 1, 2010, per order in docket UW-090839

Monthly rate:  
Each connection or customer: \$4.30

Surcharge to expire February 29, 2012 or upon recovery of \$7,500. May be paid (within 90 days of effective date) in a one-time payment sum of \$93.78 per customer to avoid interest cost.

\*\*\* 03/05/2010 04:00 PM Email: Rachel Stark >> Maria Lindberg



Maria,

As you are probably aware, I have been in discussion with my supervisors regarding this complaint.

I have found the company sent this customer disconnection notices that were not in compliance with the rules. Therefore, the company was not allowed to disconnect service.

Further, this consumer states they do not even own a gun. I just want to ensure the company rep. was not grouping this customer with another. Due to law enforcement records, sounds like the company has enough evidence that these consumers are a threat to their employees. I was not aware the company came out to the residence two times. The first visit sounds like the consumer threatened the company rep. with violence; therefore it would be prudent that the company take a sheriff to disconnect service. However, a sheriff does not know all of the rules and regulations of the utilities. The company could have cut the locks and disconnected service without removing the meter. If the company found the consumer tampered with the meter a second time, the removal of the meter would be prudent.

Due to the improper notice, the UTC is instructing your company to restore service to this customer immediately. I will record daily violations of WAC 480-110-355(5) for each day the company does not comply with this rule. Please keep me aware when this customer's service has been restored.

I will send you another e-mail outlining what I need to complete a compliance check with this customer.

Please let me know if you have any questions.  
Rachel Stark

\*\*\* 03/05/2010 04:01 PM Email: Rachel Stark << POSTMASTER



This is an automatically generated Delivery Status Notification.

Your message has been successfully relayed to the following recipients, but the requested delivery status notifications may not be generated by the destination.

Maria@LindbergGroup.com

\*\*\* 03/05/2010 04:20 PM Email: Rachel Stark << POSTMASTER



Your message

To: mariarealtor@gmail.com  
Subject:

was read on 3/5/2010 4:17 PM.

\*\*\* 03/05/2010 04:22 PM Email: Rachel Stark << Richard Jonson, Attorney for company



Richard called and stated he received the e-mail I sent to his client and would like to know what on the notice is not in compliance. I referenced WAC 480-110-355 and specifically 480-110-355(3) required information on the disconnection notice. I explained to him the company did show the past due amount which the customer needs to pay so the service does not get disconnected. I told him the notice needs to also show the current charges. I also stated the notice does not show where the customer can call to try and either pay their bill or set up payment arrangements. He stated his client's number is listed on the notice. I told him the notice is written so that the customer would assume they do not have an option to do anything but call the company and have a hearing set up for them. The notice needs to clear.

He also wanted to discuss the rule WAC 480-110-345(2) because he does not believe the company is violating this rule. He believes my interpretation of the rule is wrong. I explained prior obligation and that per the rule, any amounts that were billed to the customer prior to the disconnection would be considered prior obligation. I also referred to WAC 480-110-355(5) reconnection of service rules and explained if this customer paid either the back owed amount of \$25,000 then the company would have to restore service. I told him the customer would have to pay a new deposit, disconnect visit fees, meter tampering fees, if the company needed to buy bolt cutters and travel time. However the company jumped from cutting the locks to just removing the meter based on a police officer who does not know all the rules pertaining to water. He said his client felt they had no other recourse. I told him, his client

should have a copy of the rules and should know what those rules are and adhere to them. I told him based on the information, I believe the company had every reason to bring a police officer to disconnect service, however, they went too far for the first time the meter was tampered with and need to put the meter back. I told him the company needs to restore service as soon as possible and I will give the company until 4pm on Monday to restore service or I will start to record daily violations. He was concerned how much the fines would be because he stated his client does not have a contractor on staff and would have to coordinate equipment and personnel to reinstall the meter. He again did not know if they could reinstall that quickly. I reference an e-mail I had sent to his client on March 2, 2010, instructing her at that time to restore service, however, she has not done so, therefore, she has had ample time to set up a contractor and therefore I will only give her until 4pm on Monday to restore. He said he will let his client know and contact me on Monday.

I then explained to him a violation means a company is not in compliance with a rule or law. The UTC will record violations, and should a company get too many of the same type of violations or does not correct the violations, the complaint will go to our compliance investigation staff for review. If the company has too many, the compliance staff will do an investigation, and possibly recommend to the commissioners penalties.

\*\*\* 03/08/2010 08:08 AM Email: Rachel Stark >> Richard Jonson, Attorney for company



Richard called and stated the construction crew will be going to the consumer's home and service will be restored today.

He also wanted to discuss the rule WAC 480-110-345(2) because he does not believe the company is violating this rule. He believes my interpretation of the rule is wrong. I explained prior obligation and that per the rule, any amounts that were billed to the customer prior to the disconnection would be considered prior obligation. I then referred him to WAC 480-110-355(5) reconnection of service rules and explained if this customer paid either the back owed amount of \$25,000 then the company would have to restore service. I also let him know that once disconnected, if the company did not pay the prior obligation amount, then to have service restored, the customer would have to pay the disconnect visit fee, a new deposit, reconnect charge, and any current charges that are not due yet to have service restored. He continued to argue with me and wanted me to give a case where these rules take effect. I told him I don't need to supply him with someone else's complaint because the rules are very clear with disconnection and prior obligation. He stated the electric and gas rules for prior obligation are not the same, I explained to him we are not dealing with electric and gas, this is the water rules and I am not interpreting them, because I believe they are very clear. He stated he did not think if we were standing in front of a judge, a judge would have the same stance. I indicated again, the rules are written very clear in this issue. I also told him, once the company reissues new notices to this customer that are in compliance with the rules, and the customer did not pay that amount, those billed amounts would be considered prior obligation. I told him the UTC is not stating the company is not allowed to bill this customer for service they received and did not pay for. We are stating the company can continue to bill this customer for the prior obligation amounts, they can send those amounts to collection, but they cannot deny service if the customer does not pay those amounts. I advised him again to look at the restoring service after a disconnection rules. He again did not agree. I explained to him I have kept both my supervisors informed about every aspect of this complaint and he is

welcome to speak with them if he liked. I supplied him with their names. I let him know Suzanne Stillwell is my immediate supervisor and the section supervisor is Sharon Wallace. He indicated he did not think he would need to speak with them however, seemed to write their names down for reference. We ended the call by him letting me know the company is sending someone to the customer's home today to restore service. I thanked him.

\*\*\* 03/08/2010 10:30 AM Phone: Rachel Stark >> Consumer

Talked to consumer and let her know the company is restoring her service today. She stated they had left her home about 20 minutes earlier. I asked her if she had service now, she stated yes.

I reminded her that she or anyone else is not allowed to tamper or mess with the company's meter. She said she didn't but only put the locks on, I explained to her that putting the locks on the meter or not allowing the company access to the meter was a violation of the rules and she is not allowed to do that. She stated she knew that now and will not do it again. I let her know should she or anyone tamper with the company's meter again, if the company needed to remove the meter, the UTC would allow the company to bill her for the removal and the reinstalling of the meter.

I explained the company will probably start sending her a new notice for the amount owed. She stated they have to give her some time like months to pay it back. I explained the company does not have to give her months and months to pay it back. She began to argue and stated they have to give her time because she doesn't have the money. I told her the company has provided her a service and she is obligated to pay for that service. She stated she didn't have water sometimes. I explained to her that is something she should have called to complain about and the company gave customers a credit for that time. She said it wasn't enough. I told her the company did it and she said ok, but that was why they stopped paying the bill. I explained to her the company is charging her for a service she should have been paying for all along. I let her know the company is allowed to bill for the tariff rates and also the late fees. I told her I will ask the company if they will accept payment arrangements. She said she would like that because she did not have that amount of money in her bank account. I explained to her the company is not required to accept payment arrangements, however, I would ask them if they would. She asked if the payments she made be reflected off of the bill. I explained to her the company will apply any payments received toward her billed amounts and they are not obligated to accept a payment buyout and not accept the remaining balance. She said ok and would wait to hear from me.

I let her know I would be looking over more information provided, the complaint is not closed, however, I will get back to her hopefully next week.

\*\*\* 03/08/2010 10:48 AM Voice Mail: Rachel Stark >> Richard Jonson, Attorney for company

Left voicemail for Mr. to return call. I wanted to know if I need to speak with him or the company owner regarding the proper rates they are billing this customer and if payment options may be in order for the customer as well as the company. I left my direct and toll-free number to contact me.

\*\*\* 03/08/2010 11:51 AM Phone: Rachel Stark << Richard Johnson, Attorney for company

Richard called and we discussed possible payment arrangements for this

customer. I told him the commission is not here to put the company out of business. We are here to ensure both the company and the consumer are complying with the rules and laws. He said the customer keeps submitting payments in the form of a settlement. I let him know I did tell the customer the company is not required to accept a payment of settlement. I also told him I let the customer know the company is required to bill and collect for services they supplied. I told him I told the customer they would be required to pay the past due amounts and if they didn't the company could disconnect their service. He thanked me for letting him know that and for letting the customer know they need to pay their bill. I told him I do need to have either better information from the company regarding their bills or a copy of the bills so I could verify the company was and is billing the correct tariff rate. He said he will talk with his client and get back to me.

\*\*\* 03/08/2010 12:47 PM Email: Stark, Rachel (UTC) << Jenna Kallio, Cristalina



Hi Rachel:

Cristalina's attorney, Dick Jonson, mentioned that you needed a copy of the Beck's billing statement. We sent it as an attachment with our responses to the complaint, but I have attached the same to this email in case it didn't go through last time.

Please let me know if this is not what you need. Thank you!

—  
Jenna Kallio  
Transaction Coordinator  
Lindberg Group  
Windermere-Fairhaven  
ph: 360.296.7379  
fax: 360.594.4211

SEE ATTACHED STATEMENT SENT WITH ATTORNEY LETTER

\*\*\* 03/08/2010 01:27 PM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer



Ms. Stark: On behalf of Mike and Glenda Beck I once again thank you for your attention to their utility problems. You have asked about further documentation, and I sent you some via U.S. Mail on Friday. If you would care to review any of the following documents, please advise:

[1] Cristalina's Frivolous Lien filing of February, 2009 - in which the Company asserted that my clients owed the utility 20 years of bills; [2] My client's Superior Court 'Petition to remove Frivolous Lien' that I filed last August in an effort to stop the Utility from trying to collect what Washington law would not allow it to collect [See City of Snohomish vs. Seattle-Snohomish Mill Company, Inc., 118 Wash. App. 1032 (2003) which, although an unreported case, contains authority for the proposition that Division One of the Court of Appeals believes that the appropriate Statute of Limitations to apply to delinquent utility bills from a water company is the general three year statute of limitations.

[3] A copy of Cristalina's 'Release of Lien' filed after our lawsuit was initiated; [4] A copy of all Nine payments made by Mike and Glenda Beck for water service from Cristalina for each month between July, 2009 and March, 2010; [5] A copy of my client's good faith tender of a substantial amount of money representing what they believe is actually owed to Cristalina for water

charges NOT SUBJECT TO THE STATUTE OF LIMITATIONS - after credit is given them for [a] poor [b] non-existent and [c] unhealthy and non-potable water services Cristalina furnished over the past many years; [5] Copies of all correspondence between this office and Cristalina's attorney over the past five months in which I have repeatedly sent funds to Cristalina, begging the utility to accept payments for CURRENT water service while we attempted to sort out the question of 'Past Due Bills' less any 'Credit' to which the customers were entitled;

ALL OF THOSE DOCUMENTS EXIST and CAN BE FURNISHED TO WUTC IF THAT WILL AID IN YOUR INVESTIGATION or IN YOU REPORTS TO SUPERVISORS OR THE COMMISSION.

The question I think should be first addressed is whether a utility can: [i] File a frivolous lien which forced the customer to resist in order to protect the customer's credit and the customer's land title; [ii] Release the excessive and frivolous 'Claim of Lien; and then; [iii] Start declining to accept the customer's payments - eventually disconnecting service because of the the recent 'past-due' payments that exist only because the utility has declined to accept them.

Mike and Glenda would be more than willing [and have previously told the utility's attorney of their willingness] to submit all issues in their dispute with Cristalina to an independent arbitrator or panel. Those requests have been rebuffed as well. Please realize that RCW 35.21.300(1) requires the utility to 'bring suit' and 'obtain judgment' on any disputed past due amount. Please note also that WUTC's own website indicates that utility services cannot be disconnected until a customer is over four months 'past due.' It is interesting [and most likely Cristalina's strategy] that the Beck's are over four month's past due ONLY BECAUSE THE UTILITY IS REFUSING TO ACCEPT PAYMENTS.

My client's have Bona Fide defenses to Cristalina's claims for water bills dating from the first half of 2009 ALL THE WAY BACK TO 1984. I am certain the WUTC rules and regulations do not permit a utility to 'win' a dispute with a utility customer by using the bludgeon of disconnection.

If WUTC offers any venue for resolution of disputes of this sort - or if the Commission would authorize the appointment of an independent arbitrator, my clients would be happy to participate. BUT I CONTINUE TO INSIST THAT WUTC REGs. and WASHINGTON LAW REQUIRES RECONNECTION AT THIS TIME, BEFORE ANY ARBITRATION OR LITIGATION ENSUES.

Thank you once again, Ms. Stark. Barry Kombol

\*\*\* 03/08/2010 01:28 PM Email: Rachel Stark >> Jenna Kallio, Cristalina

Thank you Jenna,

Yes, I do already have this statement. What I need is a copy of the bills to verify compliance with the rules. If a copy of each is bill not feasible, this is what is required for each bill:

Date bill was mailed  
Date bill is due  
Amount of past due amount  
Amount of current charges amount

Please let me know if you have any questions.  
Thank you.  
Rachel

\*\*\* 03/08/2010 02:02 PM Email: Rachel Stark >> Barry Kombol, Attorney for consumer



Good afternoon Mr. Kombol,

As you and I spoke on the phone. My investigation includes looking at the rules and laws for compliance from both the company, as well as the consumer. WAC 480-110 rules are specific to water rules and regulation.

As to quality of service, the company did provide their consumers credits for the periods they were instructed to supply. That issue was an issue not related to this current complaint.

The company, per UTC instruction, has restored service to this consumer. I have been in contact with the consumer (your client) and will continue to work on and complete my investigation as to compliance and how much they owe the company for services they received, however, did not pay. As to payment sent to the company's attorney which were returned. Those were attached to a statement of settlement of how much the customer felt they owed the company. Per the rules and laws, the company is required to bill and collect for services. The law does not allow them to give a discount to consumers. Should customers not pay their bill, after proper notice, the company can disconnect service for non-payment.

The UTC continues to be the regulating body over Cristalina's services. We, and in the complaint, I, will investigate and seek a resolution between the company and customer. As stated earlier, the company is required to provide and bill for services, the customer is required to pay for those service.

Again, if you feel the documents you have will be beneficial to the investigation, please feel free to provide them and I will include them.

Thank you.  
Rachel Stark

\*\*\* 03/08/2010 02:28 PM Email: Stark, Rachel (UTC) << Jenna Kallio, Cristalina



Hi Rachel:

Thanks for the information. Our accountant will be in tomorrow and I will find out if she has copies of each bill sent or get the alternate information.

Please let us know if you need anything else. Thank you.

\*\*\* 03/08/2010 02:55 PM Phone: Rachel Stark >> Consumer



Ms. called and stated her husband wanted to speak with me.

He got on the phone and stated he never lived in Kent. He states he does not own a gun. He is stated he has never had a conversation with anyone from the company. The only conversation he has had with the company is through his attorney. Mr. states there was a time he had to boil water to be able to drink it. I indicated to him that is a Department of Health issue and asked him if he

contacted them. He stated he had someone come out and tests the water out of the faucet. They do not know where the report is though. He stated the company continues to lie when they don't have things go their way and then they put a lien on his house and then they disconnected his service. He said he is not going to put up with it. I explained to him the company is allowed to disconnect the water if they do not pay their bill. Mr. does not mind paying for what he uses, however, he wanted to make sure the company was billing him the correct amount. He stated this is abuse because the company is demanding they pay for the service they received. However, they won't take his payments and then they lie and try to argue and he is sick of it. He stated he talked to one of the officers that came to his home and this is what happened that day. He had 4 gallons of oil on the porch and was going to deal with it. He said he walked outside and everyone pulled up and the officer was coming up the driveway. He saw the officer and asked if there was a problem and the officer said to him "he is making sure everything is all right" and he told the officer "you go do that." and that is when the company removed the meter. I asked him who put the locks on the meter and he stated he was the one that put the locks on because his lawyer told him to do that to protect himself. He thought he could protect what is his and then try to cooperate with the company but they sent the checks back and kept threatening his service. He stated this company has been in the same family and it is a revenge thing now other than business. This is not about business, it's about revenge. This company went from the uncle to the dad to her. He doesn't owe her any money because they started paying his front pay for six months. I let him know he is not allowed to mess with the company's meter. He again stated he put the locks on because he was paying his front pay for six months and they were threatening to disconnect his service. He said this company is not nice and not nice to their customers.

He also indicated that there are three Michael Becks in his area and believes at least one has the same middle initial as he has. He believes the company is mistaking him for one of the other Michael's in the area.

I told him I was looking at compliance with the rules and making sure the company was billing him correctly for the tariff they have on file. I told him the company is allowed to bill him and I could try to set up payment arrangements if he would like to be try to do that for him. He indicated that is what they have always tried to do all along and the company is not willing to work with them, they only want their \$25,000 and that is why they had to get an attorney. He said he wasn't the only person upset with the company. I told him I would complete my investigation, make sure the company was billing them correctly, and then work with the company as well as with him and his wife to set up payment arrangements. He said he appreciates the work I'm putting into this complaint because he just wants it right.

\*\*\* 03/08/2010 03:15 PM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer

Ms. Stark: Thank you once again for your prompt attention to my e-mail of earlier this afternoon. More importantly, Mike and Glenda Beck 'Thank you' for your prompt work in getting their water service installed.

Your e-mail to me earlier today was correct in almost all of its contents, with the exception of the line of your e-mail asserting:

"As to payment sent to the company's attorney which were returned. Those were attached to a statement of settlement of how much the customer felt they owed



the company."

—  
—  
If Cristalina or its attorney gave you such information, they are not correct. At no time when the Becks made their monthly payments between July of 2009 and February of 2010 did they indicate the monthly water payments [or series of payments] would 'discharge' or 'satisfy' their past due water bill. In fact, the Becks never denied that they owed for water charges for periods before July 1, 2010. Regarding settlement of the issue of past-due and delinquent charges, we did send separate checks and 'Releases' for lump-sum amounts which we intended to settle the issue of monies due for periods BEFORE July 1, 2009. The utility wanted MUCH MORE than what the Becks thought was reasonable. The Becks wanted to pay several thousand dollars LESS THAN what Christina wanted from them. NEVER did we mix what was due for 'Current' water service from what we wanted to pay on the 'Past-due' account. If anyone mixed up the issue of current services -vs- the past-due balance, it was the utility that repeatedly attempted to collect over \$25,000.00 from Mike and Glenda Beck while refusing to accept payments for [current] monthly water service.

—  
—  
What we would like WUTC to investigate and rule upon is whether it is appropriate under WUTC rules and regulations [or pursuant to Washington's Consumer Protection Act] for a Utility to decline to accept current monthly payments [made without any condition that such payments relate to a past-due utility account] and then disconnect service asserting that the customer MUST PAY disputed amounts on bills incurred many months and years prior to the times the customer continues making current payments.

—  
—  
It is the above sort of conduct by this utility that my clients believe violate WUTC rules and regulations as well as Statutes and the Consumer Protection Act. If the Utility believes it possesses any document or evidence that the Beck's payments between July, 2009 and March 2010 were made on condition that the Utility 'release' or 'discharge' a past-due balance, then the situation would be much different. I assure you that no such evidence exists. If I am wrong, let the Utility show it to WUTC.

—  
—  
Again, I ask that your department investigate the legality of what the Cristalina Water System did to my clients between July, 2009 and February 5, 2010 when the Beck's utility service was disconnected. If the Utility acted outside of regulation, law or authority, please let us know. If the Utility complied with any law, rule or regulation in disconnecting Utility service, upon what rule, law or regulation did the Utility rely?

—  
—  
I assure you and your Commission that my client's payments for utility service between July, 2009 and March 2010 are now being held by Cristalina's attorney. I similarly give assurance that Mike and Glenda Beck will make ALL FUTURE utility bill payments to Cristalina - and will work diligently to resolve how much is owed Cristalina on the old utility account for periods prior to July of 2009. Awaiting the result of the Commission's investigation, I remain,  
Sincerely, Barry Kombol

\*\*\* 03/08/2010 03:48 PM Letter: Rachel Stark << Barry Kombol, Attorney for consumer

SEE ATTACHED LETTER WITH COPIES OF CHECKS TO THE COMPANY FROM CUSTOMER'S ATTORNEY

\*\*\* 03/08/2010 03:48 PM Email: Stark, Rachel (UTC) << Richard Jonson, Attorney for company

Rachel: See attached. Thanks for your call today.

Richard E. Jonson  
Jonson & Jonson, P.S.  
2701 1st Avenue, Suite 350  
Seattle, WA 98121  
206-626-0338 (direct)  
206-626-0349 (fax)

SEE ATTACHED LETTER FROM COMPANY ATTORNEY TO CONSUMER ATTORNEY  
Letter states the \$287 and \$70 payments will be forwarded to the company and applied to account. \$1,000 trust check was returned and tender rejected. The company will not accept \$1,000 as a full payment of past due charges. Company restored service as directed by WUTC, and the company is open to payment arrangements.

\*\*\* 03/09/2010 09:47 AM Email: Rachel Stark >> Barry Kombol, Attorney for consumer

Good morning Mr. Kombol,

As indicated prior, I am investigating compliance with the rules and laws. Per those rules and laws, the Beck's are obligated to pay for service, if not, the company is allowed to disconnect their service. My investigation is not complete, and I will let the Beck's know what they owe the company.

Thank you.  
Rachel Stark

\*\*\* 03/09/2010 10:41 AM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer

Thank you once again for your e-mail correspondence to me on behalf of the Washington Utilities and Transportation Commission. My clients have never denied that there exists a balance owing Cristalina Water Co. water services delivered prior to July of 2009. I do not believe that it is the job of WUTC to determine the amount of that debt. The company has repeatedly asserted my clients owe about \$25,000 - ignoring the Statute of Limitations on claims against consumers - and ignoring rulings of our state's Court of Appeals. My clients have conceded that they owe over \$1,000 to Cristalina, and have in good faith 'Tendered' what they believe that they owe. I think state law requires the utility to bring suit in a court of law and ask the court to enter judgment on the debt owed - BEFORE THE UTILITY CAN ARBITRARILY DISCONNECT THE CONSUMER FROM SERVICE - So Long As the Consumer is current in monthly utility payments. The Becks WERE CURRENT - having tendered to Cristalina the WUTC approved Tariff for July, August, September, October, November, December of 2009 and for January, February and March of 2010. Despite those facts, their utility service was disconnected on the Utility's claim that the consumers had to pay \$25,812.72!!!

My client's request for WUTC investigation is relatively simple. Was Cristalina Water Company within its authority to disconnect the Beck's utility service for one month under those circumstances. My clients request WUTC commence a formal proceeding on that single issue. If it will be necessary for

my clients to make a formal written request for such a proceeding, please advise. I remain, Sincerely yours, Barry Kombol

\*\*\* 03/09/2010 11:40 AM Email: Rachel Stark >> Barry Kombol, Attorney for consumer



Mr. Kombol,

I will let you know the outcome of the complaint when my investigation is complete.

Thank you.  
Rachel

\*\*\* 03/09/2010 01:01 PM Voice Mail: Rachel Stark << Maria Lindberg



Left voicemail to return call at 360-739-6789. She has a question regarding apply the customer's 2009 payments.

\*\*\* 03/09/2010 01:42 PM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer



Ms. Stark: This e-mail is to confirm that the only issue Mr. and Mrs. Beck would like to raise with WUTC is the legality or illegality of Cristalina's disconnection of water service to their home on February 5, 2010 and the continuation of that disconnection until earlier this month. I believe I have carefully set forth the facts upon which my clients believe Cristalina Water Company's actions did not comply with statutes, laws, rules and regulations governing utilities.

Mr. and Mrs. Beck do not believe WUTC has jurisdiction to determine the validity or any claim for monies allegedly due to a utility OR to decide the merits of any defense of claims on disputed utility accounts. In my professional opinion, Washington Courts have jurisdiction over disputes of that sort. If WUTC would like to hold an administrative hearing on the issues Mr. and Mrs. Beck have raised PLUS the issue of the balance that may be due on their account with Cristalina, this matter should be referred to an Administrative Law Judge for an appropriate [Contested] hearing, at which all parties could present their claims and defenses.

If there exists any authority for a representative of WUTC to decide the outcome of contested issues, please reply with a citation to a law, code provision or rule which would authorize such an official action.

I have this day sent an informal complaint and request for investigation [ON THE ISSUE OF THE LAWFULNESS OF ILLEGALITY OF THE UTILITY'S DISCONNECTION OF UTILITY SERVICE TO THE BECK'S RESIDENCE] and have included various documents and letters in support of that complaint. Please await receipt of same and note the specific requests Mr. and Mrs. Beck made in their complaint for WUTC to considerate taking. Thank you once again. Barry Kombol

\*\*\* 03/09/2010 02:14 PM Email: Rachel Stark >> Barry Kombol, Attorney for consumer



Mr. Kombol,

As I stated the first time we spoke, this is an informal complaint. I have not completed my investigation because I am awaiting further information!

requested from the company.

Per WAC 480-110-255, the WUTC has regulation over Cristalina.

Per RCW 80.28.100 the company is not allowed to give any customer a discount for services rendered. I am verifying compliance the company charged the correct tariff rates to this consumer. Per this RCW, the company is required to bill the customer and the customer is required to pay for those services. I have spoken to your clients regarding the RCW and the tariff, and have explained to them, they will have to pay what is owed to the company per each of those rules and laws.

I can understand your eagerness to put this issue to rest; however, as I said earlier, my investigation is not complete. Be assured I will let you know the outcome of this informal complaint filed by these consumers.

Thank you.  
Rachel Stark

\*\*\* 03/09/2010 02:48 PM Voice Mail: Rachel Stark << Carol Tribe, Cristalina



Bookkeeper for Cristalina. Left voicemail to return call at 360-296-7318. She has questions regarding applying the customer's 2009 payments.

\*\*\* 03/09/2010 03:30 PM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer



Ms. Stark: I received your e-mail message in which citation was made to WAC 480-11-255 and RCW 80.28.100 which I assume was included in that e-mail as support for the proposition that an individual at WUTC has authority to render decisions concerning monies which may be due to a Water Utility on account balances for previous months and years. My reply is as follows:

1. My clients acknowledge that WSTC may regulate Cristalina Water Co.
2. My clients acknowledge that RCW 80.28.100 does not allow a utility to give preferential treatment to any of its customers.

My clients have never requested 'Preferential Treatment'. My clients have merely requested that Cristalina Water Co. comply with the provisions of RCW 80.28.030, 80.28.040, 80.28.050. None of those code provisions appears to authorize WUTC to determine the validity of a claim by a utility consumer that the service or product received from a regulated utility was sufficiently 'efficient, adequate, just and reasonable ...' or violative of 'state board of health standards ... or department standards ... for purity, volume, and pressure'.


To the extent that you or the Commission would determine to make 'Findings of Fact and Conclusions of Law' respecting my client's assertions that for most of the past decade the water Cristalina attempted to deliver to their household was of insufficient purity, volume and pressure to merit any amount due to the utility [at least for all periods prior to 2009] then it would be appropriate for the Commission to hold hearings on the issue of whether Mr. and Mrs. Beck should be liable for water services that were not sufficiently pure, or with enough volume and pressure so as to impose liability on the consumer. My clients will willingly participate in fact-finding as regards issues relating to non-existent or inadequate and impure water service Cristalina Water Company furnished to the Becks from as recently as the winter of 2008-2009 and going

back as far as 2000, or earlier. My clients would like to have the opportunity of bringing to such a hearing [a] evidence of their contentions, [b] witnesses and fellow water consumers supporting their contentions, and [c] copies of documents maintained by WUTC which will establish prima facie evidence that the water supplied is insufficient, impure, inadequate or inefficient' - as those terms are set forth in RCW 80.28.030. If the Commission or its officers elect to authorize such 'Fact Finding' my clients will participate and I will represent them.


—  
Please bear in mind that my clients continue to request that the Commission take formal action - pursuant to RCW 80.28.040, based upon evidence you will uncover, some of which I have already submitted and additional evidence you may request, in addition to documentation I anticipate will be submitted by the Water Company, so that that 'after hearing, [the Commission determines] that any rules, . . . . practices, acts or services of ... [the]... water company are unjust, unreasonable, improper, insufficient, inefficient, inadequate, ... then we ask that the Commission ... fix the reasonable rule, ... practice, act or service to be . . . furnished, imposed, observed and followed [by this utility] and to 'fix the same by order or rule.'

—  
I believe that RCW 80.28.040 is clear as regards steps the statute obligates the Commission to investigate and determine. My client's complaints over non-service, non-pure service and inadequate service falls squarely under the provisions of this statute. LIKEWISE, my client's complaint that the procedure undertaken by Cristalina in disconnecting their water service was 'unjust' 'unreasonable' and 'improper' should be addressed, and an appropriate 'Order' or 'Rule' imposed on the Beck's complaint. I remain, Sincerely yours, Barry Kombol

\*\*\* 03/09/2010 03:35 PM Action: Rachel Stark

 Reviewed the WAC for applying payments. I was unable to find a WAC regarding applying payments. Spoke with Diana regarding issue and she stated the company can apply payments to the oldest amounts owed.

\*\*\* 03/09/2010 04:06 PM Phone: Rachel Stark >> Maria Lindberg

 Called and spoke with Jenna, Maria's assistant. I asked her to leave a message for Maria and Carol and let them know I reviewed the WAC rules and checked with a senior staff member regarding applying payments. I told her to let them know the company can apply payments to the oldest amounts owed.


\*\*\* 03/09/2010 04:22 PM Email: Rachel Stark >> Barry Kombol, Attorney for consumer

 Mr. Kombol,

I will let you know the conclusion of the complaint investigation once it is complete.

Thank you.  
Rachel Stark

\*\*\* 03/09/2010 04:49 PM Fax: Rachel Stark << Barry Kombol, Attorney for consumer

 The customer's attorney sent a faxed letter.

Letter questions authority UTC or Rachel Stark has to establish how much (if any) the customer's owe Cristalina Water Company of water bills for periods prior to July of 2009. Attorney questions such authority exits without the conduct of formal hearings. Letter states clients acknowledge UTC may regulate Cristalina under WAC 480-110-255; and clients acknowledge the RCW 80.028.100 does not allow a utility to give preferential treatment of any customers. Clients never requested "Preferential treatment", they requested the company comply with provision of RECE 80.28.030, 80.28.040, 80.28.050. Letter states the most of past decade the water the company attempted to deliver to their household was of insufficient purity, volume and pressure to merit any amount due to the utility (at least for the all periods prior to 2009). Clients request a hearing for opportunity of bringing evidence supporting their contentions, testimony of witnesses and fellow water consumers which support their assertions, and copies of documents maintained by WUTC which will establish water supplied is insufficient, impure, and inadequate or insufficient. His clients will participate and he will represent them. They request any practices or rules uncovered be fixed and followed by the company. 80.28.040 is clear as regards to steps the statute obligates the Commission to investigate and determine. Client complaint includes non-service, non-pure service and inadequate service falls squarely under the provision, as well as the disconnection was unjust, unreasonable, and improper should be addressed. Attorney concerned Rachel Stark may be exceeding her investigative authority and may be considering adopting her own rule or finding as regards the water company's conduct and procedures as well as determine what she believes the Beck's may owe pre-July 2009 on their water account. Attorney believes "investigator Stark is authorized to independently, without formal hearing, make determinations. If he is mistaken, he requests Counsel for the Commission set him straight.

SEE ATTACHED SCANNED COPY OF FAX

\*\*\* 03/10/2010 11:40 AM Voice Mail: Rachel Stark << Maria Lindberg



Maria left voicemail requesting how long the company goes back for billing? Is it six years from when the customer began to pay or today? Please call 360-296-7321

\*\*\* 03/10/2010 11:43 AM Phone: Rachel Stark >> Maria Lindberg



Called Maria. I told her I would confirm with supervisor regarding this issue. I told her I would need to confirm when the company fell under the regulation of the UTC. The first tariff I show for this company was filed January 15, 2003, and effected February 15, 2003. Which is more than six years, therefore the company can at least gather the bill information from six years past. I also advised that WAC rules do not have anything that states how a payment should be applied, therefore the company is allowed to apply any payment toward the oldest amount owed.

I also asked her if she could supply me with water pressure information.

I also requested she document well the date and amount of credits and why the company gave a credit to this customer. (ex: water pressure, no water, water quality)

\*\*\* 03/10/2010 12:03 PM Action: Rachel Stark

Contacted Jim Ward to confirm when Cristalina fell under regulation of the UTC. I told him I found a staff investigation when the company's name was Cristalina Water Company, however no other information. I told him I would check with Records Center to see if they have other information.

Spoke with Records Center staff and asked to research and see if there was an order when this company fell under regulation of the UTC.

NOTE: The company has a current tariff on file which was effective February 15, 2003. This is more than six years and the time the company is collecting from this customer is only back six years.

\*\*\* 03/10/2010 03:15 PM Email: Rachel Stark >> Barry Kombol, Attorney for consumer

Mr. Kombol,

I wanted to confirm the receipt of the faxed letter you sent to the UTC dated March 9, 2010. I have included this letter to the complaint record. I have also shown and discussed this letter with my supervisors as I have stated, I am in discussions with them regarding the Beck's informal complaint.

As we have discussed prior, the process is for me to continue to review this customer's issues regarding payment. Once this informal complaint is closed, should your clients choose to file a formal complaint, which is an option available to them. I can supply that information to them as well as you upon request.

Again, I have requested additional information from the company to verify compliance, however, have not received that information as of yet. Thank you and I want to assure you I will let you know the outcome of this complaint once my investigation is complete.

Rachel Stark

\*\*\* 03/10/2010 04:10 PM Email: Stark, Rachel (UTC) << Jenna Kallio, Cristalina

Hi Rachel:

Thanks for speaking with me today. I have attached a revised Disconnection Notice for you and your peers to review. Please let me know if any changes need to be made or if the notice is sufficient.

We really appreciate your help. Thanks again!

Jenna Kallio  
Transaction Coordinator  
Lindberg Group  
Windermere-Fairhaven  
ph: 360.296.7379  
fax: 360.594.4211

SEE ATTACHED DRAFT REVISED NOTICE

\*\*\* 03/10/2010 04:43 PM Email: Stark, Rachel (UTC) >> Jenna Kallio, Cristalina

✉

Jenna,

I'm looking at this right now. Does Cristalina have a physical address where a customer can come to the office and pay their bill? If so, what is that address?

\*\*\* 03/10/2010 04:47 PM Email: Stark, Rachel (UTC) << Jenna Kallio

✉

Hi Rachel:

Yes; it is 1200 Old Fairhaven Parkway, Suite 106, Bellingham, WA 98225.

Please let me know if you need anything else. Thank you!

\*\*\* 03/10/2010 11:43 PM Email: Stark, Rachel (UTC) << Barry Kombol, Attorney for consumer

✉

Ms. Stark: Thank you for your prompt responses to my correspondence to you and for keeping my clients and my office fully informed about your investigation.  
Barry Kombol

\*\*\* 03/11/2010 09:08 AM Action: Rachel Stark

✉

Cristalina mails their bills and notices from Bellingham, Washington.

WAC 480-110-375(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.

WAC 480-110-355(3)(i) first notice due date requirement is eight business days after the date of personal delivery or mailing if mailed from inside the state of Washington.

WAC 480-110-355(3)(b)(i) Delivered second 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 5pm of the following day to comply; or

WAC 480-110-355(3)(b)(ii) Mailed second 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.

WAC 480-110-355(3)(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.

(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.

\*\*\*The company and the consumer were in a dispute over charges and the company disconnected service. The consumer did not agree they owed anything but \$1,000 for the charges earlier than July 2009. Confirm if this is a violation.

The company provided a new copy of their disconnect notice. Reviewing to ensure compliance and return for corrections.

SEE ATTACHED REVISED NOTICE

\*\*\* 03/11/2010 11:49 AM Email: Rachel Stark >> Jenna Kallio, Cristalina

  
Good morning Jenna,

I have reviewed and changed a few things on the notice so that the notice is clear for a customer who receives it and would know what they need to do to avoid disconnection.

I have ensured this new notice has all the WAC rule requirements included.

As we discussed, I have shown this to my co-worker and my supervisor.

Please let me know if you have any questions.

Thank you.  
Rachel

SEE ATTACHED NOTICE PROVIDED TO THE COMPANY

\*\*\* 03/11/2010 11:54 AM Email: Rachel Stark >> Jenna Kallio, Cristalina

  
Jenna,

I also wanted to provide you with the WAC rules for your company's bills and notices.

Cristalina mails their bills and notices from Bellingham, Washington.

WAC 480-110-375(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.

WAC 480-110-355(3)(i) first notice due date requirement is eight business days after the date of personal delivery or mailing if mailed from inside the state of Washington.

WAC 480-110-355(3)(b)(i) Delivered second 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 5pm of the following day to comply; or

WAC 480-110-355(3)(b)(ii) Mailed second notice. The company must mail a second notice, which must include a deadline for compliance that is no less than three business day after the date of mailing if mailed from within the state of Washington.

These rules mean, you do not count the day of mailing.

The statement I have from the attorney, is that the company's billing statement to consumers each month?

Thanks.  
Rachel

\*\*\* 03/11/2010 12:16 PM Action: Rachel Stark



Created account history spreadsheet for consumer.

Forward to the company to advise me of due date for each month's bill and what the interest should be applied to account per the company's tariff.

SEE ATTACHED ACCOUNT HISTORY SPREADSHEET

\*\*\* 03/11/2010 12:26 PM Fax: Rachel Stark << Maria Lindberg



SEE ATTACHED COPY OF BILL TO CONSUMER DATED MARCH 10, 2010

No due date on bill - violation

\*\*\* 03/11/2010 12:28 PM Email: Rachel Stark >> Maria Lindberg and Jenna Kallio, Cristalina



Good afternoon ladies,

I have created the attached spreadsheet to show what the Beck's bill should have been beginning January 1, 2004. Per the company's tariff, the flat rate service is \$45 each month. Also per the company's tariff, the company began billing their customer's \$32 for the capital improvement loan payment. If you have a different amount the company is billing customers, your company would not be in compliance with the rules nor would the company be in compliance with their tariff.

I need to know what the each bill due date was. I also need you to list how much the finance charge should be. Please note your company's tariff for the amount of late charges allowed to bill.

Please let me know if you have any questions.  
Thank you.  
Rachel

SEE ATTACHED CUSTOMER SPREADSHEET PROVIDED TO COMPANY

\*\*\* 03/11/2010 03:11 PM Email: Stark, Rachel (UTC) << Maria Lindberg, Cristalina



Hi Rachel,

I got your spreadsheet. It doesn't go back 6 years from the first payment which is what we agreed was correct and it is what my attorney advised. The first payment was in 9/09. I have highlighted all the payments that the Becks have made in orange. You can replace the other page 6 of the other statement if you like with the one highlighting the payments made.

To answer the questions:

1. Bills are due at the beginning of the month and an invoice is mailed to each customer every month. They have until the last day of the month to pay their bill before a late charge is made. The late charge is 2% per month as per our Tarrif with the UTC.

2. The current charge for water is \$70 dollars a month. The Becks current due is 132.07 for the month of March. 62.07 is the finance charge on the balance due.

I think it shows clearly at the bottom of the statement the amounts due. Please let me know if you have any other questions.

Thanks,  
Maria

SEE ATTACHED PAGE 6 OF BILLING STATEMENT

\*\*\* 03/11/2010 03:15 PM Email: Stark, Rachel (UTC) << mariarealtor@gmail.com



Also Rachel in Dec 2008, the UTC lowered our water amount to 38 flat fee plus the 32 capital payment so the amount was lowered to 70/month from 77/month. That is also reflected in our bill.

Thanks again,  
Maria

\*\*\* 03/11/2010 03:18 PM Voice Mail: Rachel Stark << Maria Lindberg



Maria called and left a message stating she sent me a couple of e-mails and to contact her with questions or so we can discuss.

\*\*\* 03/11/2010 03:59 PM Letter: Rachel Stark << Barry Kombol, Attorney for consumer



SEE ATTACHED LETTERS FROM CONSUMER'S ATTORNEY

\*\*\* 03/11/2010 04:43 PM Email: Rachel Stark >> Maria Lindberg



Maria,

The bill/statement you supplied to me earlier went back to May 31, 2000. Please provide me an entire new copy of the bill/statement. Also, you do not have a due date on this bill/statement. Why not? I will need a copy of this customer's bills/statement from December 2008 to current.

What day does the company mail the monthly bill to their consumers? Per your

statement, the due date on the bill should be the first day of the month and my bill would be considered late if I don't pay by the end of the month? So if I was your customer, what day would I receive my bill for March? When is the due date you would list on that bill?

Also, Cristalina's current tariff shows a flat rate service of \$45. If you have a new rate your company should be billing your customer's that is not \$45 per month for the flat service; your company's tariff is not up-to-date. You state the December 2008, the UTC lowered your monthly flat service rate, however, if you were directed to change your rate, you did not file an updated tariff page to reflect that change. That would be a violation of the rule. You are only allowed to bill your customer's the approved tariff rate. Please advise why the company is billing \$70 per month. Does this charge include the \$32 capital improvement surcharge?

I have done some further research and found the company had a compliance review filing in docket UW-090839. That tariff page did lower the monthly service rate from \$45 to \$32 per month. The filing also added a capital repair surcharge of \$4.30 per month which will expire February 29, 2012. Those charges became effective March 1, 2010. Therefore, effective March 1, 2010, your bills should reflect these new charges. With the capital improvement surcharge, only add up to \$68.30 per month per customer.

Please advise if I am missing some information.

I will not be in the office tomorrow and will get back to you with any other questions on Monday, when I return.

Thank you.  
Rachel

\*\*\* 03/12/2010 11:55 AM Email: Stark, Rachel (UTC) << Jenna Kallio, Cristalina



Hi Rachel:

Thanks for sending the information. I'm familiar with the mailing procedures for the disconnect notices but I hadn't seen the billing procedures. I'll pass it along to Carol to make sure the bills are following the guidelines.

I believe the statement from the attorney is the same as the billing statements sent to each customer, with the exception that they do not show each invoice over the years; just the balance forward and current billing. I'll confirm this with Carol when she gets in later today.

Did you have a chance to run the disconnection notice past some of your peers? If you could send it when you have a chance that would be great.

If you have any other questions please let me know. Thanks so much for your help!

\*\*\* 03/15/2010 09:15 AM Email: Rachel Stark >> Jenna Kallio, Cristalina



Good morning Jenna,

Did you receive my e-mail regarding the disconnect notice that I rewrote for your company to be in compliance with the rules?

I will forward the e-mail I sent to you last week.

Thanks.  
Rachel

\*\*\* 03/15/2010 09:16 AM Email: Rachel Stark >> Jenna Kallio, Cristalina



Here's the e-mail.

Thanks Jenna,

Let me know if you have any questions.

Rachel

NOTE: Sent the e-mail with the new notice attached to company  
SEE ATTACHED NOTICE

\*\*\* 03/15/2010 09:33 AM Email: Stark, Rachel (UTC) << Jenna Kallio



Hi Rachel:

I'm not sure why I didn't receive your email last week, but regardless thank you for resending it!

I spoke to Carol on Friday and we are revising our billing statements so they conform to the rules. She will be in later today and may be calling you if she has any questions.

Thank you again for all of your help; it is greatly appreciated!

\*\*\* 03/15/2010 09:55 AM Email: Rachel Stark >> Maria Lindberg and Jenna Kallio, Cristalina



Thank you Maria and Jenna,

I do need to receive a copy of a bill. If the statement I received via fax is your customer bills, I have to tell you, your company is not in compliance with WAC 480-110-375 rule requirements.

Please provide a copy of each month's bill for the Beck's from September 1, 2003 to current.

Thank you.  
Rachel

\*\*\* 03/15/2010 04:16 PM Email: Stark, Rachel (UTC) << Jenna Kallio, Cristalina



Hi Rachel:

Did you receive the bill that we faxed to your office last week? If not, please let me know and I will email a copy.

Thanks very much.

\*\*\* 03/15/2010 04:54 PM Email: Rachel Stark >> Jenna Kallio, Cristalina



I did receive that fax statement.

I still need copies of this customer's bills from September 1, 2003, to current.

When do you think you can supply those copies to me?

Thank you.  
Rachel

\*\*\* 03/16/2010 10:03 AM Email: Stark, Rachel (UTC) << Jenna Kallio



Good morning, Rachel:

Thanks for letting me know. The faxed statement was a re-creation of the customer's bills. Carol will be in tomorrow afternoon and I think it would be best for you to speak with her directly as I am not really involved in customer billing. I can have her call you when she gets in if that works with your schedule.

Thanks very much.

\*\*\* 03/18/2010 02:01 PM Email: Rachel Stark >> Maria Lindberg, Jenna Kallio



I am just checking to see how long for the bill copies.

Please advise.

Thank you.  
Rachel

\*\*\* 03/18/2010 02:20 PM Fax: Rachel Stark << Maria Lindberg



SEE ATTACHED COPY OF BILL DATED MARCH 10, 2010.

\*\*\* 03/18/2010 04:08 PM Email: Rachel Stark >> Maria Lindberg



Good afternoon Maria and Jenna,

I received your fax. Thank you.

I know this might be frustrating, however, do not need to see the last bill statement again because you have provided it to me about four times.

Here is what I do need. Please provide a copy of each bill the company mailed to this consumer each month from September 1, 2003 to the current month. Do you have those copies in your files? On the statement you show invoice numbers, I need the copy of each invoice.


Thank you and please let me know if you have any questions.  
Rachel

\*\*\* 03/18/2010 04:48 PM Voice Mail: Rachel Stark << Maria Lindberg



Maria left voicemail regarding complaint and information requested.


\*\*\* 03/24/2010 01:14 PM Phone: Rachel Stark >> Maria Lindberg

 Spoke with Maria, I let her know I would look at the statement she has already provided to me and let her know based on the WACs and the tariff is there are violations. She said she was redoing her statements and would provide a copy of the new statement to me.

\*\*\* 03/31/2010 09:55 AM Voice Mail: Rachel Stark << Maria Lindberg

 Called regarding status.

\*\*\* 04/01/2010 09:04 AM Phone: Rachel Stark >> Maria Lindberg

 Called and spoke with Maria and let her know I think I have everything I need now to review her complaint. I let her know I will contact her next week and I think we can close. I told her I would call her if I needed any other information.

\*\*\* 04/19/2010 04:35 PM Email: Stark, Rachel (UTC) << Jenna Kallio


 Hi Rachel:

This email is a follow up to my very lengthy and poorly articulated voicemail message left this afternoon (sorry!). We have a customer who sent in payment for their bill but excluded all finance charges (about \$600). Evidently this was a deal offered to them several months ago by our attorney but they declined at the time. Since receiving the check we have told them we are not allowed to offer any discounts or deals and cannot accept it as payment in full. They would like to talk to someone at the UTC for confirmation. Before giving them your contact information I wanted to make sure this was something you could handle or if there is a more appropriate person for them to speak with.


Please let me know when you have a chance. Thanks very much.

—  
Jenna Kallio  
Transaction Coordinator  
Lindberg Group  
Windermere-Fairhaven  
ph: 360.296.7379  
fax: 360.594.4211

\*\*\* 04/21/2010 10:05 AM Phone: Rachel Stark >> Maria Lindberg

 Need any new bills that went to the customer and need information about any payments made.

\*\*\* 04/27/2010 03:23 PM Action: Stark, Rachel (UTC)

 For immediate release: July 24, 2009 (09-121)

Contacts:  
HYPERLINK "mailto:Carolyn.Cox@doh.wa.gov"Carolyn Cox, Office of Drinking Water  
360-236-3162  
HYPERLINK "mailto:Donn.Moyer@doh.wa.gov"Donn Moyer, Communications Office  
360-236-4076

### Small East King County water system experiences more outages

OLYMPIA ¼ The 336 residents served by the Cristalina Water System in eastern King County are being asked to boil and conserve their water because of intermittent water outages.

The outages pose a health concern because contaminants can enter the water lines when water pressure drops. Customers should boil their tap water for at least one minute or use purchased bottled water for drinking, brushing teeth, preparing food, washing dishes, and making ice.

The system was under a boil-water advisory earlier this month. The owner repaired a leak that was thought to be causing outages. Now, warm summer temperatures have created more demand than the system can supply, and the outages are continuing. The conservation order asks customers to stop all use of outdoor water except spot watering of plants in critical need.

The boil-water advisory may have to remain in effect until the water system owner replaces water mains and installs meters later this year. The advisory could be lifted sooner if water demand can be kept to manageable levels.

The advisory applies only to this water system, which serves 85 homes east of Ravensdale. The service area is off Kent Kangley Road from 309th Avenue SE to 316th Avenue SE.

Customers who have questions can call 425-922-3944.

\*\*\* 08/17/2010 11:09 AM Action: Rachel Stark



Based on the company's comments to me that they were working a deal and negotiating with these and other customers to attempt to collect some of the back owed amounts. I believe the company may not be in compliance with RCW 80.28.100 which is in regards to Rate discrimination prohibited - Exception. No gas company electrical company or water company shall, directly or indirectly, or by any special rate, rebate, drawback or other device or method, charge, demand, collect or receive from any person or corporation a greater or less compensation for gas, electricity or water, or for any service rendered or to be rendered, or in connection therewith, except as authorized in this chapter, than it charges, demands, collects or receives from any other person or corporation for doing a like or contemporaneous service with respect thereto under the same or substantially similar circumstances or conditions.

\*\*\* 08/18/2010 01:27 PM Voice Mail: Rachel Stark >> Consumer



Called and left voicemail for consumer to contact me. I let them know I was closing their complaint and wanted to confirm their payment arrangements on the past due balance. Left toll-free number for them to contact me.

\*\*\* 08/18/2010 01:47 PM Action: Rachel Stark



Reviewed complaint.

Updated account history spreadsheet.

Created account information regarding violations against the company.



I have found the company is not in compliance with some rules and I am recording the following violations:

12 violations of WAC 480-110-375(1)(c) because the company did not show each separate charge as a line item on this customer's bill for the following bills:  
April 1, 2004  
July 1, 2004, and  
June 1, 2009 to March 1, 2010.

79 violations of WAC 480-110-375(1)(d) because the company did not show the correct late charge amount on this customer's bill for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance.

79 violations of WAC 480-110-375(1)(f) because the due date stated "upon receipt" on this customer's bill for the period of September 1, 2003, to March 1, 2010.

79 violations of WAC 480-110-375(1)(g) because the company does not show the company's, business address on the customer's bills from September 1, 2003, to March 1, 2010.

79 violations of RCW 80.28.080 because this customer was not billed accurately for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance.

236 violations of RCW 80.28.080 because this customer had usage that the company did not collect for the period of 1984 to August 2010.

RCW 80.28.080 states no gas, electric or water company shall charge, demand, collect or receive a greater or less or different compensation for any service rendered or to be rendered than the rate and charges applicable to such service as specified in its schedule filed and in effect at the time, nor shall any such company directly or indirectly refund or remit in any manner or by any device any portion of the rates or charges so specified, or furnish its product at free or reduced rates...

Per WAC 480-110-355, the company is required to send two past due and disconnect notices if the company wants to disconnect for nonpayment.

1 violation of WAC 480-110-355(3)(a)(ii) The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct and the customer is not given the option to make payment arrangements. The company is only giving them an option to file for a hearing and the location the hearing will be held.

1 violation of WAC 480-110-355(3)(a)(iii) The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and does not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service. The company is only giving them an option to file for a hearing and the location the hearing will be held.

2 violations of WAC 480-110-355(3)(c)(i) because the company delivered this

customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct.

2 violations of WAC 480-110-355(3)(c)(ii) because the company delivered this customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notices do not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service.

1 violation of WAC 480-110-355(b)(i) because the company disconnected this customer on February 10, 2010, and delivered this customer disconnection notices that were not in compliance with the rules. Therefore, the company was not allowed to disconnect service.

1 violation of WAC 480-110-355(5)(c) because the company did not offer the customer to pay a deposit to have service restored.

1 violation of WAC 480-110-345(2) because the water company did not restore service to this customer based on prior obligation and the company cannot permanently deny service to an applicant or customer because of a prior obligation to the company.

SEE ATTACHED UPDATED SPREADSHEET AND WORD DOCUMENT REGARDING VIOLATIONS

\*\*\* 08/18/2010 02:06 PM Email: Rachel Stark >> Maria Lindberg



Good afternoon Maria,

Thank you for your patience as I reviewed the information for this complaint. There was a lot of information with this complaint and confirming rules and compliance takes more time than sometimes what is expected. I have been in discussion with my supervisors regarding the issues of this complaint.

I realize the company did not have a system in place to disconnect a consumer who did not pay their bill; however, the company should have installed meters or a means to disconnect individual customers earlier than they did so they had a way to deal with consumers who did not pay.

I have found the company is not in compliance with some rules and I am recording the following violations:

12 violations of WAC 480-110-375(1)(c) because the company did not show each separate charge as a line item on this customer's bill for the following bills:

April 1, 2004

July 1, 2004, and

June 1, 2009 to March 1, 2010.

79 violations of WAC 480-110-375(1)(d) because the company did not show the correct late charge amount on this customer's bill for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance.

79 violations of WAC 480-110-375(1)(f) because the due date stated "upon receipt" on this customer's bill for the period of September 1, 2003, to March

1, 2010.

79 violations of WAC 480-110-375(1)(g) because the company does not show the company's, business address on the customer's bills from September 1, 2003, to March 1, 2010.

79 violations of RCW 80.28.080 because this customer was not billed accurately for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance.

236 violations of RCW 80.28.080 because this customer had usage that the company did not collect for the period of 1984 to August 2010.

RCW 80.28.080 states no gas, electric or water company shall charge, demand, collect or receive a greater or less or different compensation for any service rendered or to be rendered than the rate and charges applicable to such service as specified in its schedule filed and in effect at the time, nor shall any such company directly or indirectly refund or remit in any manner or by any device any portion of the rates or charges so specified, or furnish its product at free or reduced rates....

Per WAC 480-110-355, the company is required to send two past due and disconnect notices if the company wants to disconnect for nonpayment.

1 violation of WAC 480-110-355(3)(a)(ii) The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct and the customer is not given the option to make payment arrangements. The company is only giving them an option to file for a hearing and the location the hearing will be held.

1 violation of WAC 480-110-355(3)(a)(iii) The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and does not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service. The company is only giving them an option to file for a hearing and the location the hearing will be held.

2 violations of WAC 480-110-355(3)(c)(i) because the company delivered this customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct.

2 violations of WAC 480-110-355(3)(c)(ii) because the company delivered this customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notices do not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service.

1 violation of WAC 480-110-355(b)(i) because the company disconnected this customer on February 10, 2010, and delivered this customer disconnection notices that were not in compliance with the rules. Therefore, the company was not allowed to disconnect service.

1 violation of WAC 480-110-355(5)(c) because the company did not offer the

customer to pay a deposit to have service restored.

1 violation of WAC 480-110-345(2) because the water company did not restore service to this customer based on prior obligation and the company cannot permanently deny service to an applicant or customer because of a prior obligation to the company.

The company was permanently denying this customer service based on a prior obligation amount. Per the rules, the company is not allowed to deny service to a consumer for prior obligation amounts. Once the company sent this consumer the proper disconnect notices and then disconnected this consumer, the billed out amounts would then be prior obligation. The company cannot deny service to this consumer once they pay the following:

\$50 visit fee

\$50 disconnect charge

\$50 reconnect fee

\$\$\$ Deposit - provide 12 month usage or billed amounts to verify

The UTC is not stating the company cannot continue to collect the prior obligation amounts, however, the company cannot deny service if a customer has prior obligation amounts owing.

Please also confirm the past due balance owing and what the payment arrangements are for the past due amount.

I have completed my investigation and this complaint is now closed. 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.

Please let me know if you have any questions.

Rachel

\*\*\* 08/18/2010 02:06 PM Violation: 480-110-375(1)(c) -

12 violations. The company did not show each separate charge as a line item on this customer's bill for the following bills:

April 1, 2004

July 1, 2004, and

June 1, 2009 to March 1, 2010.

Company advised.

\*\*\* 08/18/2010 02:09 PM Violation: 480-110-375(1)(d) -

79 violations. The company did not show the correct late charge amount on this customer's bill for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance. Company advised.

\*\*\* 08/18/2010 02:10 PM Violation: 480-110-375(1)(f) -

79 violations. The due date stated "upon receipt" on this customer's bill for the period of September 1, 2003, to March 1, 2010. Company advised.

\*\*\* 08/18/2010 02:11 PM Violation: 480-110-375(1)(g) -

79 violations. The company does not show the company's, business address on the customer's bills from

September 1, 2003, to March 1, 2010. Company advised.

\*\*\* 08/18/2010 02:12 PM Violation: 80.28.080 -

79 violations. This customer was not billed accurately for the period of September 1, 2003, to March 1, 2010. The company's tariff shows the company's late charge is 2 percent of the unpaid balance. Company advised.

\*\*\* 08/18/2010 02:14 PM Violation: 80.28.080 -

236 violations. This customer had usage that the company did not collect for the period of 1984 to August 2010. Company advised.

\*\*\* 08/18/2010 02:14 PM Violation: 480-110-355(3)(a)(ii) -

1 violation. The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct and the customer is not given the option to make payment arrangements. The company is only giving them an option to file for a hearing and the location the hearing will be held. Company advised.

\*\*\* 08/18/2010 02:16 PM Violation: 480-110-355(3)(a)(iii) -

1 violation. The company sent this customer a notice January 25, 2010, for \$25,812.72 due February 5, 2010, and does not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service. The company is only giving them an option to file for a hearing and the location the hearing will be held. Company advised.

\*\*\* 08/18/2010 02:17 PM Violation: 480-110-355(3)(c)(i) -

2 violations. The company delivered this customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notice does not list all pertinent information about the reason for the disconnection notice and how to correct the problem. The amount of the notice is not correct. Company advised.

\*\*\* 08/18/2010 02:18 PM Violation: 480-110-355(3)(c)(ii) -

2 violations. The company delivered this customer disconnect notices January 25, 2010, for \$25,812.72 and January 29, 2010, for \$25,812.72 due February 5, 2010, and the notices do not list the address and telephone number by which a customer may contact the company to discuss the pending disconnection of service. Company advised.

\*\*\* 08/18/2010 02:19 PM Violation: 480-110-355(b)(i) -

1 violation. The company disconnected this customer on February 10, 2010, and delivered this customer disconnection notices that were not in compliance with the rules. Therefore, the company was not allowed to disconnect service. Company advised.

\*\*\* 08/18/2010 02:20 PM Violation: 480-110-355(5)(c) -

1 violation. The company did not offer the customer to pay a deposit to have service restored. Company advised.

\*\*\* 08/18/2010 02:20 PM Violation: 480-110-345(2) -

1 violation. The water company did not restore service to this customer based on prior obligation and the

company cannot permanently deny service to an applicant or customer because of a prior obligation to the company. Company advised.

\*\*\* 08/30/2010 11:17 AM Email: Stark, Rachel (UTC) << Nikki M. Mills, Cristalina



Good Morning Rachel,

Attached is a copy of a Cristalina Statement. Is this correct or are there any changes that need to be made? Also, how should we proceed with the Becks?

Nikki M. Mills  
The Lindberg Group  
Windermere Fairhaven  
O: 360.296.7379  
F: 360.594.4211.

SEE ATTACHED BILL DATED SEPTEMBER 1, 2010

\*\*\* 08/30/2010 03:11 PM Email: Rachel Stark >> Nikki Mills, Cristalina



Good afternoon Nikki,

I have reviewed the bill dated September 1, 2010, you provided for review. Cristalina is not in compliance with the rules and I have made some edits for your review to be in compliance. I have attached the following information for you and your company:

\*\*Cristalina's tariff  
\*\*Copy of bills with edits for compliance with rules.

Cristalina has been provided with a copy of the rules pertaining to water companies (WAC 480-110), however, for your reference, you can look at the WAC rules and RCWs from our website at [www.utc.wa.gov](http://www.utc.wa.gov) or <http://apps.leg.wa.gov/wac/default.aspx?cite=480-110>

Another thing the company could do is add the meter number to the customer's bill so consumers know which meter is recording their usage, or make the meter number the customer's account number.

As to how to proceed with Mr. and Mrs. Beck, I have closed the complaint they filed and the company was suppose to provide payment arrangements for the past due balance. I do not know what payments the Beck's are paying at this point. The last time the Beck's spoke with me, they were paying their current charges only. I again would encourage the company to refer to WAC 480-110 for handling of any of their customers.

The UTC is not here to tell the company how to run their business, however, we are here to ensure the company as well as the consumer are in compliance with the rules.

Please let me know if you have any additional questions with my edits or any rule clarification, I would be glad to assist or guide you in the direction needed.

Thank you.  
Rachel

SEE ATTACHED COMPANY TARIFF AND BILL EDITS

\*\*\* 09/21/2010 12:38 PM Email: Stark, Rachel (UTC) << Terryl Cooper, Cristalina



Hello Rachel;

I have attached a sample statement for your review. I believe I have made all of the necessary changes. We are limited by what we can change in Quick Books. If we send just an invoice, it will not show past activity, so we are sending statements.

- The number before the customer name is the customer account number
- Both physical & mailing address are included on statement
- Statement date is the end of the month and due date is on the 15th (even though we mail the statements by the 25th of each month)
- Rates are listed with service dates and surcharges
- Finance charges are always 2% and are listed as FC on statement

Please let me know if any other changes are necessary.

Thanks,  
Terryl Cooper  
Bookkeeper

SEE ATTACHED COPY OF BILLING STATEMENT

\*\*\* 09/21/2010 03:49 PM Email: Rachel Stark >> Maria Lindberg, owner and Terryl Cooper



Good afternoon Terry,

I did review the attached billing statement.

I do have a question about the 2 percent late fee. The tariff states the late fee is 2 percent of the past due amount. How is the company calculating the 2 percent?

This statement shows:  
Past due balance: \$235.37  
Late fee (2%) is \$2.22  
Total due: \$305.89

Shouldn't the late fee on \$235.57 be \$4.71?

Why doesn't the company put the mailing date on the statement? This is the date that should be listed on the statement so the customer know which date the company mailed the bill to them. I would be confused as a customer if I received my bill in the mail from a company either before the mailing date or the day of the mailing date.

Let me know if you have any additional questions.  
Rachel

\*\*\* 09/21/2010 07:59 PM Email: Stark, Rachel (UTC) << Maria Lindberg



Thanks for for getting back to us on this. We HAVE to get it right so we can send disconnection notices we have too many people not paying.

Maria

\*\*\* 09/22/2010 09:19 AM Email: Rachel Stark >> Maria Lindberg



I looked over the company's disconnect notice for your some time ago, do you have the updated one so that you send people the correct notice? Make sure you look in the WAC rules to ensure the company is in compliance with the rules.

Thanks.  
Rachel

\*\*\* 09/24/2010 08:52 AM Email: Stark, Rachel (UTC) << Terry Cooper, Cristalina



Hi Rachel;

The previous bookkeeper had input the 2% and I checked and according to quick books, it calculates at 2%. I will try to adjust that. As for the mailing date; I usually print the statements on the 22 or 23 of the month. Then someone comes in and takes them to be folded and mailed which is usually around the 25th of the month. But that could fluctuate a day or two. Would the last day of the month be save then?

Thanks,  
Terry

\*\*\* 09/28/2010 10:42 AM Email: Stark, Rachel (UTC) << Elizabeth Marsh, Cristalina



Rachel,

We need to send a disconnect notice to one of our Cristalina customers. Before sending the notice we wanted to make sure we are using the proper format. If you see any errors please let us know.

Thank you for your assistance.

Elizabeth Marsh  
The Lindberg Group  
Windermere Fairhaven  
O: 360.296.7379  
F: 360.594.4211

SEE ATTACHED REVISED DISCONNECT NOTICE

\*\*\* 10/04/2010 09:21 AM Email: Rachel Stark >> Elizabeth Marsh, Cristalina



Good morning Elizabeth,

I am forwarding you the e-mail I sent to the company in March. Please see the attached updated notice. The company needs to review WAC 480-110 to ensure they are in compliance with all of the rules relating to water companies, bills, notices, disconnections, etc.

Please let me know if you have any other questions.  
Rachel

---

From: Stark, Rachel (UTC)



Sent Monday, March 15, 2010 9:16 AM  
To: 'jenna@lindberggroup.com'  
Subject: FW: Cristalina Disconnect Notice

Here's the e-mail.

Thanks Jenna,

Let me know if you have any questions.

Rachel

From: Stark, Rachel (UTC)  
Sent Thursday, March 11, 2010 11:50 AM  
To: 'jenna@lindberggroup.com'  
Subject: RE: Cristalina Disconnect Notice

Good morning Jenna,

I have reviewed and changed a few things on the notice so that the notice is clear for a customer who receives it and would know what they need to do to avoid disconnection.

I have ensured this new notice has all the WAC rule requirements included.

As we discussed, I have shown this to my co-worker and my supervisor.

Please let me know if you have any questions.

Thank you.

Rachel

From: Jenna Kallio [mailto:jennaatlindberg@gmail.com]  
Sent Wednesday, March 10, 2010 4:47 PM  
To: Stark, Rachel (UTC)  
Subject: Re: Cristalina Disconnect Notice

Hi Rachel:

Yes; it is 1200 Old Fairhaven Parkway, Suite 106, Bellingham, WA 98225.

Please let me know if you need anything else. Thank you!  
On Wed, Mar 10, 2010 at 4:43 PM, Stark, Rachel (UTC) <RStark@utc.wa.gov> wrote:

Jenna,

I'm looking at this right now. Does Cristalina have a physical address where a customer can come to the office and pay their bill? If so, what is that address?

From: Jenna Kallio [mailto:jennaatlindberg@gmail.com]  
Sent Wednesday, March 10, 2010 4:10 PM  
To: Stark, Rachel (UTC)  
Subject: Cristalina Disconnect Notice

Hi Rachel:

Thanks for speaking with me today. I have attached a revised Disconnection

Notice for you and your peers to review. Please let me know if any changes need to be made or if the notice is sufficient.

We really appreciate your help. Thanks again!

SEE ATTACHED DISCONNECT NOTICE PROVIDED TO THE COMPANY

\*\*\* 10/12/2010 10:22 AM Phone: Rachel Stark >> Maria Lindberg



Maria called and we discussed what she needs to do for customers who are not paying their bill. I referred her to WAC 480-110-355 and that she needs to send two notices to the consumer prior to disconnect of the service.

She asked about what amount they have to pay to have service restored and I referred her to WAC 480-110-355 (5) which states that the customer can pay the disconnected amount or pay a new deposit and reconnect charges and the company is required to restore the service.

She asked about how much the deposit should be and I referred her to WAC 480-110-335 (3) which states the company can require a deposit and (4) which states the amount the deposit should be and that the new deposit should be about two months of service.

She asked what the company does about the prior obligation amount. I told her the company can continue to try and collect the amount however, cannot threaten the customer with disconnection for that amount as long as they are paying the charges that are not considered prior obligation. I told her the company can also choose to send the amount to collection and the collection agency can try and collect it from the customer. She was unhappy with that answer and asked why Cristalina couldn't report them to a credit agency. I told her I didn't know that information because she is not a collection agency, however, with research, she could probably find out how she can report that amount.

Maria indicated the Beck's have not paid anything on their bill. I asked if they were at least paying their current charges and she said no.

\*\*\* 10/12/2010 10:34 AM Phone: Rachel Stark << Maria Lindberg



I called Maria and let her know that water utilities follow and stay with the property, therefore, if the customer sells their home, the buyer or the seller would have to pay that amount before the property can change hands. I told her the company should try and set up payment arrangements so they can get something back from the prior obligation amount. I let her know that the company should send the two notices and then disconnect service. I told her if the customer put locks on the meter, cut the locks, charge the customer, and redisconnect them. I told her if the customer puts the locks on again, then the company could remove the meter and charge the customer at that time.

\*\*\* 10/25/2010 01:42 PM Email: Stark, Rachel (UTC) << Elizabeth Marsh, Cristalina



Hi Rachel,

I have another question for you...

How long after I mail the 1st disconnect notice should I mail the 2nd disconnect notice? I read through the Disconnecting of Service article but I

couldn't find anything.

Thank you again for your help!

Elizabeth Marsh  
The Lindberg Group  
Windermere Fairhaven  
P: 360-296-7379  
F: 360-594-4211

\*\*\* 10/25/2010 01:51 PM Phone: Rachel Stark >> Elizabeth Marsh, Cristalina



Elizabeth called requesting clarification of disconnect notice rules.

We discussed the following rules:

WAC 480-110-355(3)(a)(i) for requirements for the first notice requirements

WAC 480-110-355(3)(b)(ii) second notice requirements and due dates and when the company mails the notice.

WAC 480-110-355(3)(c) notice requirements

WAC 480-110-355(3)(iii) the notice expires 10 business days from the due date of the notice. I told her if the company does not disconnect within that time, they have to start the notice requirements all over unless they make payment arrangements.

WAC 480-110-355(3)(d) Except in case of danger to life or property, companies may not disconnect service on Saturdays, Sundays, legal holiday, or on any other day on which the company cannot reestablish service on the same or following day. I explained it would be good customer service to either wait until Monday to disconnect or early Friday morning to give a customer time to pay what is needed to have service restored.

I let her know that most companies send the second notice before the due date of the second notice is here. Example: 1st notice due date is October 28, then the company could send the second notice October 25, with a due date of October 28. I reminded her you do not count the date the notice was mailed.

I asked her if she understood. She said it was much more clear and she thanked me for taking time to explain.