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July 11, 2017

South Duchesne Culinary Water  
P.O. Box 294  
Duchesne, UT 84021  
Fax: (435) 738-6003

Re: Nick & Tanya Olsen  
Duchesne property: Lot #330

To Whom It May Concern:

Please allow this letter to introduce myself as Attorney at Law for Nick and Tanya Olsen. The Olsen's have retained the firm of Cook & Monahan, LLC, to represent them with respect to the above referenced matter. Please direct any and all communications regarding this directly to me.

It is my understanding that the Olsen's received a Notice of Termination of Water for their Duchesne property (Lot #330). The Notice is dated May 4, 2017 with instructions to make the payment by May 9, 2017. I have included a copy of this Notice, for reference. On May 8, 2017, the Olsen's sent a check overnight by U.S. mail to the address listed in your notice. The check arrived at your P.O. Box at 7:17 a.m. on May 9, 2017. Although the check was delivered on time, you choose not to pick it up until May 17, 2017. See USPS Tracking Sheet. You subsequently shut off the Olsen's water service in violation of Utah law. In both your May 9<sup>th</sup> letter and your subsequent cut off letter of May 17, 2017 you inaccurately describe the Olsen's account as being 7 months in arrears. An accurate reflection of their account activity over the last 9 months reflects the following:

1. On or about October 15, 2016 you invoice the Olsen's for \$120.00. The due date listed is November 2, 2016. The invoice shows that there is no balance owing. On October 28, 2016, the Olsen's sent a check for the balance due.
2. On or about February 16, 2017 you invoice the Olsen's for \$120.00. The due date listed is February 14, 2017. The invoice shows that there is no balance owing. On February 12, 2017, the Olsen's sent a check for the balance due.

**EXHIBIT**I

3. On or about April 10, 2017 you invoice the Olsen's for \$165.00. The due date listed is April 26, 2017. The invoice shows that the prior balance was paid and there is no balance owing at that time.
4. On April 20, 2017, six days prior to the due date listed on the invoice, you posted notice on the Olsen's property indicating that you were going to cut off their water service.
5. On May 4, 2017, you mail the Olsen's notice of your intent to cut off their service on May 9, 2017, unless payment is made. Although you received the check on May 9, 2017, you still cut off the Olsen's service.

The actions of South Duchesne Culinary Water, Inc. are in violation of Utah Public Service rules and regulations. Demand is hereby made that you immediately restore service to the Olsen property. Demand is hereby made that you immediately remove all service charges that were unlawfully billed to the Olsens. If the Olsen's demands are not satisfied by 5 pm on Friday July 14, 2017, I will proceed with the appropriate legal actions to have their water restored. In addition, I have instructed my client to file a complaint with the Utah Public Utilities Commission regarding your business practices.

If you have any questions or concerns regarding this matter, please contact me and I will be happy to address them with you.

Sincerely,



RUSSELL T. MONAHAN

rtm

Enclosures

cc: Nick and Tanya Olsen