

## ***Deien v. Seattle City Light***

### **King Co. Sup. Ct. Case No. 19-2-21999-8 SEA**

This is a court-authorized notice of a proposed settlement reached in a class action lawsuit regarding Seattle City Light’s practice of billing based on estimated electricity usage. Settlement Class Members will be eligible to receive a payment from one of two Funds to be paid by Seattle City Light: the True Up Fund and the Elevated Bill Fund. Payments to participating Class Members are likely to be between \$14 and \$42 each, but could be up to thousands of dollars, as explained in section 4 below. To receive a payment, Class Members must return a Claim Form, as explained in section 5 below.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this website carefully. This website summarizes the settlement and your rights under it. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement [here](#). You may also contact the Settlement Administrator at 1-844-633-0260.

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>	
<b>STAY IN THE CLASS AND SUBMIT A CLAIM FORM TO RECEIVE A PAYMENT</b>	You must submit a claim form to receive a payment. You will receive a payment reflecting your share of the settlement if you submit a claim form online or by mail no later than <b>February 28, 2022</b> .
<b>EXCLUDE YOURSELF BY FEBRUARY 28, 2022</b>	Get no payment from the Settlement Fund. This is the only option that allows you to ever be part of any other lawsuit against Seattle City Light about the legal claims in this case.
<b>OBJECT BY FEBRUARY 28, 2022</b>	Write to the Court explaining why you don’t like the settlement.
<b>ATTEND A HEARING ON APRIL 15, 2022</b>	Ask to speak in Court about the fairness of the settlement.

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## 1. WHO IS IN THE SETTLEMENT CLASS?

Settlement Class Members are all Seattle City Light residential customers who received one or more bills based on estimated electricity usage followed by a bill based on actual usage between August 21, 2015 and June 8, 2020 and who do not timely and properly opt out from the settlement. Excluded from the Settlement Class are Counsel for Plaintiff and the Judge presiding over this lawsuit. Settlement Class Members will be eligible to receive a payment from one of two funds, based on the type of estimated bill each Class Member received.

- The **True Up Fund** will pay customers who received at least one estimated bill followed by a bill based on actual consumption.
- The **Elevated Bill Fund** will pay customers who received a bill in which the average kilowatt hours per day was 400% or more than their average daily kilowatt usage for a comparable billing period.

If you received notice of the settlement directed to you, records indicate that you are a member of the Settlement Class.

If you are not sure whether you are in the Settlement Class, or have any other questions about the settlement, continue reading about it on this website or call the toll-free number 1-844-633-0260.

## 2. WHAT IS THIS LAWSUIT ABOUT?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

This lawsuit began when the Class Representative (“Plaintiff”) filed a putative class action complaint on August 21, 2019 against Seattle City Light in King County Superior Court. The lawsuit is entitled *Deien v. Seattle City Light*, Case No. 19-2-21999-8 SEA (the “Action”). In the Action, Plaintiff challenges Seattle City Light’s “practice of billing based on estimated electricity usage, instead of the amount of electricity actually used by each customer.” Specifically, Plaintiff alleges that in 2016, Seattle City Light attempted to transition to digital meters and a new software system that would automate the receipt of meter reads directly from the digital meters. Plaintiff alleges that the implementation of this system did not read customers’ meters as hoped and sometimes resulted in inaccurate meter readings. Plaintiff alleges that Seattle City Light simply began estimating meter reads. Plaintiff claims that estimated bills were often inaccurate, and that in some cases, when Seattle City Light found that its prior estimates were incorrect, it issued customers bills for hundreds, or thousands of dollars in an effort to “true-up” what it considered to be prior under billing. Plaintiff also claims that “true-up” bills often charged higher current rates for electricity used in prior years at a time when lower rates were in effect, and often billed an incorrect number of kilowatt hours at more expensive “End Block” rates.

Plaintiff asserts claims under the Washington Consumer Protection Act (“CPA”), under RCW 80.04 for alleged violations of WAC 480-100, for breach of contract for alleged violations of SMC 21.49, and for civil fines and forfeitures under SMC 21.49.

Seattle City Light denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that this Action is appropriate for class treatment for any purpose other than settlement. Without admitting or conceding any liability whatsoever, and while continuing to deny the claims asserted in the Action, Seattle City Light now desires to settle the Action on the terms and conditions set forth in the Settlement Agreement solely to avoid the burden, expense, and uncertainty of continuing litigation.

This is just a summary of the allegations. The complaint in the lawsuit is posted [here](#) and contains all of the allegations.

### **3. WHO IS REPRESENTING ME?**

The Court has appointed Beth E. Terrell, Ari Brown, and Blythe H. Chandler from Terrell Marshall Law Group PLLC as Class Counsel. They will petition to be paid legal fees and to be reimbursed for their reasonable legal expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

Anthony Deien sued Seattle City Light and the Court appointed him to be Class Representative for the Settlement Class.

### **4. WHAT BENEFITS WILL I RECEIVE FROM THE SETTLEMENT?**

#### Monetary Relief

Seattle City Light has agreed to provide monetary compensation to Class Members who do not exercise their right to opt out of the Settlement. Seattle City Light is paying a total of \$3,500,000.00 to create a common fund (the "Settlement Fund") from which the Class Representative and Settlement Class Members' settlement awards, Class Counsel's attorneys' fees (up to \$875,000), costs and expenses, the Class Representative's Service Payment (up to \$2,500), and Settlement Administration costs (estimated at \$168,509) will be paid.

After deducting attorneys' fees and costs, the Class Representative's Service Payment, and Settlement Administration costs, the remaining amount (the "Net Settlement Amount") will be divided into the True Up Fund and the Elevated Bill Fund. Twenty-five percent (25%) of the Net Settlement Amount will be divided equally among Settlement Class Members who submit a timely and valid claim for the True Up Fund. Seventy-five percent (75%) of the Net Settlement Amount will be distributed among Settlement Class Members who submit a valid and timely claim for the Elevated Bill Fund. The Elevated Bill Fund will be distributed pro rata based on the amount of damages calculated by Plaintiff's expert for each member (i.e., the percentage of damages for each member) and as determined by the number of valid claims submitted. A distribution to a Class Member may be up to (but not exceeding) the total amount of damages calculated by Plaintiff's expert for such Class Member.

Settlement Class Members who are current Seattle City Light customers will receive their settlement payments in the form of bill credit. Former customers will receive a check. Settlement Class Members must submit a claim form to receive a payment from either the True Up Fund or the Elevated Bill Fund (not both).

**The deadline to submit a claim is February 28, 2022. You can file a claim online by clicking [here](#).**

## Injunctive Relief

In addition to monetary compensation, the settlement provides comprehensive injunctive relief for Seattle City Light customers who received estimated bills. If the Court approves the settlement, for a period of one year, Seattle City Light will implement and execute the following:

- Communication: Seattle City Light will provide information on its website to help its residential customers better understand its billing practices and procedures, including a detailed explanation of why estimated bills occur, how they are calculated, and information on contacting the Specialized Customer Care Team for support. Seattle City Light will also advise all residential customers of all bill-relief programs available.
- Standardized Customer Support: Seattle City Light will develop a customer service checklist following the general factors listed in Exhibit A, for use by its staff as a tool to address inquiries by a residential customer that identify an issue related to estimated billing (e.g., sequential estimates, higher than expected True-Up Bills), and to identify relevant programs for eligible customers. Seattle City Light will also develop the standardized solutions to common billing issues in connection with estimated meter reads as stated herein. Seattle City Light will train relevant staff on the improved procedures. The checklist will contain specific criteria associated with each of the categories to allow for more rapid resolution while also improving consistency and equity of treatment.
- Specialized Customer Care Team: Seattle City Light will create and staff a dedicated team with the authority to make bill adjustments, error corrections, and to authorize further investigations to resolve estimated billing issues. When issues cannot be resolved to the customer's satisfaction, the customer will have the right to escalate continued disputes to a hearing officer as part of the dispute resolution process as provided in the Customer Dispute Resolution & Utility Hearing Officer, DPP 500 PIII-425, dated July 2, 2019.
- Billing Recalculations: Seattle City Light will develop and use an estimated usage table to calculate or recalculate a customer's bill and to then adjust the bill, when an estimated bill or bill following an estimated bill results from one of the three following conditions: (a) a meter not being installed, (b) a problem or delay by Seattle City Light in loading the meter reads to CCB, or (c) a Seattle City Light investigation determines that the estimated bill or subsequent True Up bill is not attributable to Customer Conduct.
- Billing Correction Write-Offs: A Billing Correction Write-Off will be among the resolution options presented to eligible customers who seek assistance with a bill based on billing corrections associated with estimated bills. Upon a customer's request, Seattle City Light will adjust off outstanding residential customer debt from billing corrections associated with estimated bills that Seattle City Light issued to that customer for service periods more than 36 months before the customer's request, unless Seattle City Light determines that Customer Conduct caused the need for the billing correction.
- Payment Arrangements: Customers who request additional time to pay off a True-Up Bill shall be allowed up to 36 months. If a customer disputes the accuracy of a meter reading associated with the True-Up Bill, then the 36-month period begins after the meter reading has been verified by Seattle City Light as accurate pursuant to the investigation.
- Investigative Process: In cases in which a customer disputes the accuracy of a meter reading, Seattle City Light will conduct an investigation as to whether the meter reading stated on the

disputed bill accurately reflected the amount of electricity the residence used during the applicable billing period. The scope of investigative procedures shall generally be consistent with the Field Meter Investigation, AMI-TMO.26 dated June 15, 2018 and to further include investigation as to whether a meter reading was attributable to Customer Conduct.

Although not required by the settlement, the substance of the injunctive relief set forth above, with certain exceptions, is expected to continue beyond one year, subject to any modifications and adjustments by Seattle City Light. This is only a summary of the injunctive relief provided by the settlement. A complete description of the injunctive relief is contained in the Settlement Agreement, available [here](#).

#### **5. HOW DO I FILE A CLAIM TO GET A PAYMENT?**

To get a payment from the Settlement Fund, Class Members must submit a claim form online or by mailing it to the Settlement Administrator at **P.O. Box 1029, Baton Rouge, LA 70821**. Claim forms must be submitted online or postmarked no later than **February 28, 2022**.

To file a claim online or download a printable claim form, click [here](#).

Valid claim forms must include the claimant's current address and either a Seattle City Light account identification number or the Settlement Administrator's claim ID for the claimant.

Each Settlement Class Member who submits a valid and timely claim form will be eligible for one (1) payment. Payments will be in the form of a bill credit (for current Seattle City Light customers) or a check (for former Seattle City Light customers).

#### **6. DO I HAVE TO PAY THE LAWYERS REPRESENTING ME?**

No. Class Counsel will ask the Court to approve payment of up to \$875,000 to them for attorneys' fees and costs, which is 25% of the fund. These payments would pay Class Counsel for their time investigating the facts, litigating the Action and negotiating the settlement and the costs they have paid including to experts. Class Counsel will also request a Service Payment of up to \$2,500 to the Class Representative in recognition of his service to the Settlement Class. Class Counsel's motion for attorneys' fees and a Service Payment will be posted on this website on before January 28, 2022. The amount of any fee or service award will be determined by the Court. Class Counsel's contact information is:

Beth E. Terrell  
Ari Brown  
Blythe H. Chandler  
TERRELL MARSHALL LAW GROUP PLLC  
936 N. 34th Street  
Suite 300  
Seattle, WA 98103  
Tel: 206-816-6603

**7. WHAT AM I AGREEING TO BY REMAINING IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Seattle City Light or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

The “Released Claims” that you will not be able to assert against Seattle City Light or the Released Parties if you remain a part of the Settlement Class are as follows: All claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, actual damages, statutory damages, or causes of action which arise from, or are based on, the factual allegations and claims asserted in the Action, including claims under the Washington Consumer Protection Act (“CPA”), under RCW 80.04 for alleged violations of WAC 480-100, for breach of contract for alleged violations of SMC 21.49, and for civil fines and forfeitures under SMC 21.49, arising from August 16, 2015 through June 8, 2020.

The “Released Parties” are Defendant Seattle City Light and its respective present, former, and future affiliates, parents, subsidiaries, other municipal departments of the City of Seattle, officers, directors, partners, employees, agents, attorneys, heirs, vendors, administrators, executors, members, member entities, predecessors, successors, representatives, trustees, principals, and assigns, individually, jointly and severally.

**8. WHAT IF I DO NOT AGREE WITH THE SETTLEMENT?**

If you are a member of the Settlement Class, and you do not exclude yourself from the settlement, you may object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. To object, you must file your objection with the Court, and mail a copy to Class Counsel and Seattle City Light’s Counsel at the addresses listed below. Your written objection may include any supporting documentation you wish the Court to consider. **Objections must be postmarked on or before February 28, 2022.**

If your objection is submitted and overruled by the Court at the Final Approval hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for the Court, Class Counsel and Seattle City Light’s Counsel are as follows:

CLASS COUNSEL:	THE COURT:	SEATTLE CITY LIGHT’S COUNSEL:
Beth E. Terrell Ari Brown Blythe H. Chandler TERRELL MARSHALL LAW GROUP PLLC 936 N. 34th Street, Suite 300 Seattle, WA 98103	Clerk’s Office King County Superior Court 516 Third Avenue, Room E-609 Seattle, WA 98104	Aravind Swaminathan Nicole Tadano ORRICK HERRINGTON & SUTCLIFFE LLP 701 5th Avenue, Suite 5600 Seattle, WA 98104-7097

## 9. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting-out,” you will not be eligible to recover any benefits as a result of this settlement. However, you will keep the right to sue or continue to sue Seattle City Light or Released Parties on your own and at your own expense about any of the Released Claims.

To exclude yourself from the Settlement Class, you must send a letter to the Settlement Administrator **postmarked on or before February 28, 2022**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement “I request that I be excluded from the Settlement Class in the case of *Deien v. Seattle City Light*.”
- Be signed by you; and
- Be mailed to the Settlement Administrator, P.O. Box 1029, Baton Rouge, LA 70821, postmarked on or before February 28, 2022.

Each individual who properly files a timely written Opt-Out request will be excluded from the Settlement Class and will have no rights under the Settlement Agreement.

## 10. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

## 11. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will still be part of the Settlement Class and you will be bound by the terms of the Settlement Agreement and the Final Approval Order, if entered by the Court. If you are a current Seattle City Light customer, you will benefit from the Injunctive Relief provided by the settlement (see section 4). However, if you do nothing, you will NOT receive a bill credit or a check from the Settlement Fund. To receive a payment, you MUST file a claim form (see section 5).

## 12. WHAT WILL BE DECIDED AT THE FINAL APPROVAL HEARING?

The Final Approval Hearing is currently set for April 15, 2022 at 11:00 A.M., at the King County Superior Court, 516 Third Avenue, Room E-753, Seattle, Washington 98104. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check this website and the Court’s docket for updates.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will also consider the request by Class Counsel for attorneys’ fees and expenses and Service Payment for the Class Representative. If there are objections, the Court will consider them

at the Final Approval Hearing. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. Please be patient.

You may attend the hearing, at your own expense, but you do not have to do so. You cannot speak at the hearing if you exclude yourself from the settlement.

If you object to the settlement and want to attend the hearing you must state in your objection that you intend to appear at the Final Approval Hearing either personally or through counsel.

### **13. WHERE CAN I GET MORE INFORMATION?**

For more information, you may access the Settlement Agreement and other case documents [here](#). You may call the Settlement Administrator at 1-844-633-0260, or you may contact Class Counsel as set forth in Section 6, above.

PLEASE MONITOR THIS WEBSITE, [WWW.SCLBILLINGSETTLEMENT.COM](http://WWW.SCLBILLINGSETTLEMENT.COM), FOR UPDATES AND OTHER IMPORTANT INFORMATION.

NOTE: PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK'S OFFICE, SEATTLE CITY LIGHT, OR SEATTLE CITY LIGHT'S COUNSEL FOR MORE INFORMATION. THEY WILL NOT BE ABLE TO ASSIST YOU. If you have questions, please call 1-844-633-0260 or contact Class Counsel (see section 6).