

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Introduction. This Settlement Agreement (“Agreement” or “Settlement Agreement”) is hereby entered by and between Defendant Seattle City Light (“Defendant” or “Seattle City Light”) and Plaintiff Anthony Deien (“Plaintiff” or “Named Plaintiff” or “Deien”) and is subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendant are referenced collectively herein as “the Parties.”

II. Background and Recitals

- A. Plaintiff, individually and on behalf of similarly situated individuals, filed a putative class action complaint on or about 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”).
- B. 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:
1. 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 because Seattle City Light no longer had sufficient numbers of meter readers to manually record meters, 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 underbilling. 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.
 2. 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.
- C. The Parties entered into an ER 408 and RCW 42.56.600 Dispute Resolution and Mediation Communication Agreement, under which Seattle City Light produced substantial discovery, including millions of billing data records. Seattle City Light also engaged an expert to conduct a complex analysis of bills involving estimated reads.

- D. Plaintiff also engaged experts to analyze Seattle City Light’s billing and metering systems and the billing records, in order to fully and fairly evaluate Plaintiff’s claims and damages.
- E. The Parties participated in two mediation sessions on November 5, 2020 and February 25, 2021, with the assistance of mediator Louis Peterson. The Parties also engaged in negotiations to resolve this matter following the two mediation sessions. At all times, the negotiations leading to this Settlement Agreement have been adversarial, non-collusive, and at arm’s length.
- F. 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 this Agreement solely to avoid the burden, expense, and uncertainty of continuing litigation.
- G. Plaintiff’s counsel has diligently and thoroughly investigated the facts of this Case and researched the legal issues involved. While Plaintiff’s counsel believes the claims asserted in the Case have merit, they recognize and acknowledge that the time, cost, and burden to fully litigate the Case would be significant, and the risk of non-recovery is also significant.
- H. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims which exist between them as alleged in, and arising out of, the Action. Each Settlement Class Member, through execution of the Settlement Agreement by their Class Counsel, acknowledges that the relief set forth in Sections III.E.1 and III.E.2 of the Settlement Agreement, whatever form, is intended to resolve all claims for damages arising from the factual allegations in the Complaint.

III. Terms of Settlement

A. Definitions

1. “Class Counsel” means Terrell Marshall Law Group PLLC.
2. “Court” means King County Superior Court.
3. “Customer Conduct” means action by the Seattle City Light customer or person acting on the customer’s behalf that directly or indirectly affects the amount of electricity metered, such as increased actual electricity usage, theft, current diversion, fraud, restricting access to the meter or other equipment on the premises, or customer’s failure to timely report a move-in date or start of service.

4. “Settlement Class” or “Settlement Class Members” shall mean all Seattle City Light residential customers who received one or more bills based on estimated 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 this Settlement. Excluded from the Settlement Class are Counsel for Plaintiff and the Judge presiding over this Action.
 5. “Settlement Administrator” means Postlethwaite & Netterville Consulting/Class Action Services (“P&N”).
 6. “True-Up Bill” is any bill issued by Seattle City Light following one or more bills based on estimated usage.
- B. No Admission of Liability. Seattle City Light does not admit any liability or wrongdoing of any kind associated with the claims alleged in the Action, and this Settlement Agreement shall not constitute an admission of liability or wrongdoing by Seattle City Light. Nothing in this Settlement Agreement or any action taken under it shall be deemed or construed as an admission of liability or wrongdoing of any kind on the part of Seattle City Light with respect to any allegations or claims, nor does it constitute an admission that others are similarly situated or that any putative class meets the requirements for class certification. It is specifically understood and agreed that the benefits provided in this Settlement Agreement are being paid or provided in full and final settlement of all claims and that such payment and the providing of sufficient benefits does not constitute and shall not be construed as any admission or evidence of fault or liability on the part of Seattle City Light or any of its agents or related entities, past or present, and shall not be admissible in any proceedings as evidence of fault, liability, or wrongdoing by anyone. Seattle City Light expressly denies that it was at fault and further denies that it is liable to Plaintiff or the Settlement Class for any amounts.
- C. Certification of Class Action for Settlement Purposes Only. The Parties agree, for settlement purposes only, to stipulate to the certification of a settlement class defined as follows (collectively the “Settlement Class”):

All Seattle City Light residential customers who received one or more bills based on estimated 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 this Settlement. Excluded from the Settlement Class are Counsel for Plaintiff and the Judge presiding over this Action.

For purposes of settling this case, the Parties conditionally stipulate and agree that the requirements for establishing class certification with respect to the Settlement Class have been met. In the event that for any reason the Court does not issue a Final Approval Order that approves of this Settlement Agreement, then such stipulated class certification shall become null and void, and the Parties shall not

be affected in any way by such prior certification. Seattle City Light thus does not waive, and instead expressly reserves, the right to challenge the propriety of Class certification for any purpose in the event that the Court does not issue a Final Approval Order that approves this Settlement Agreement.

D. Release. On the Effective Date of this Settlement Agreement, for the Settlement Class benefits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Settlement Class Members will forever release, waive, acquit, and discharge Defendant 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 (collectively, the “Released Parties”) from any and 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 (collectively, the “Released Claims”).

E. Settlement Consideration.

1. Agreed Monetary Relief. Seattle City Light agrees to fund \$3,500,000.00 in either cash or retail bill credits, which will create a common fund (the “Settlement Fund”) from which the Named Plaintiff and Settlement Class Members’ settlement awards, Class Counsel’s attorney’s fees, costs and expenses (“Class Counsel Fees”), the Named Plaintiff Service Payment, and all out-of-pocket costs of Settlement Administration (“Administrative Costs”) will be paid. The “Net Settlement Amount” shall be that portion of the Settlement Fund that remains after deducting amounts for any Service Payment, Administrative Costs, and Class Counsel Fees.
2. Agreed Injunctive Relief. For a period of one year beginning with the Effective Date, Seattle City Light will implement and execute the provisions as stated in this Section (III.E.2). The substance of the provisions stated in this Section, with the exception of subsection III.E.2 (e), are intended to continue beyond the one-year period subject to Seattle City Light’s modifications and adjustments. Within 30 days of the end of the one-year period, Seattle City Light will itemize all modifications to the provisions herein that it has made as of that date, with a brief description of the reasons for each modification, in a report it will provide Plaintiff’s Counsel and make publicly available on its website. Seattle City Light is not required to report any subsequent

modifications or adjustments it makes to the provisions herein after this initial report is provided to Plaintiff's Counsel.

Beginning with the Effective Date, Seattle City Light will implement and execute the following:

a. Communication

- i. Seattle City Light will provide information on the Seattle City Light website designed 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. This will be supported with a set of Frequently Asked Questions. Information on the changes to billing information on Seattle City Light's website will be promoted through social media and other existing communication channels.
- ii. Seattle City Light will advise residential customers of all bill-relief programs available.

b. 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.

c. Specialized Customer Care Team. Seattle City Light will create and staff a dedicated team ("Specialized Customer Care Team"). The Specialized Customer Care Team will be a part of, and staffed by employees of, Seattle City Light. The Specialized Customer Care Team will have 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. Nothing herein is

intended to amend any subsequent rights of appeal from a hearing officer decision as otherwise provided by law.

d. Billing Recalculations

- i. 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 (see Section E.2.g) determines that the estimated bill or subsequent True-up bill is not attributable to Customer Conduct.

This estimated usage table will list three billing levels to which a bill will be adjusted when one of the conditions above arise. The table will be based on the average electricity consumption of a Seattle City Light residential customer and will apply three billing levels: Below Average, Normal, and Above Average. The Normal billing level will apply to the majority of residential customers, based on premise size (e.g., less than 800 square feet, or greater than 3000 square feet). The existence of high usage features (such as a lighted greenhouse or pool) at the premise will further determine when a premises should be considered at a billing level above the corresponding premises size. The Normal billing level will be set at 70% of the average electricity consumption of a Seattle City Light customer. The Below Average level will be set at 50% of the average electricity consumption of a Seattle City Light customer. The Above Average level will be set at 130% of the average electricity consumption of a Seattle City Light customer. A sample table for illustrative purposes is attached as Exhibit B. This table would be subject to actual consumption data provided by a customer or landlord.

- ii. Customer support staff will send the account to the Seattle City Light staff that perform the billing adjustments for a recalculation of the customer's bill in accordance with the estimated usage table.
- e. 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.

- f. 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 detailed in Section E.2.g below.
- g. 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.

F. Effective Date. The settlement in this Settlement Agreement is conditioned upon the occurrence of each of the following events: (i) counsel for the Parties executing the Settlement Agreement; (ii) the Court granting preliminary approval to the Settlement Agreement; (iii) notice being provided to the putative Settlement Class Members, providing them with an opportunity to submit claims or opt out; (iv) this Court entering a Final Approval Order and dismissal of this Action with prejudice. Assuming each of these events has occurred, the effective date of the Settlement Agreement ("Effective Date") shall be the later of either the expiration of the time for filing an appeal of the Final Approval Order, or if a timely appeal is made, the date of the final resolution of that appeal. If there is a failure to reach the Effective Date: (1) the Settlement Agreement shall have no force and effect, and no Party shall be bound by any of its terms; (2) Seattle City Light shall have no obligation to provide any retail bill credits to the Settlement Class Members, make any cash payment to the Settlement Fund, or otherwise fund the Settlement Fund; and (3) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be protected by Evidence Rule 408 and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the February 25, 2021 mediation.

G. Notice/Approval of Settlement Agreement. The Parties agree to the following procedures for notifying the Settlement Class Members, obtaining preliminary approval and final Court approval of the Settlement, and implementing payment of Settlement Awards to Settlement Class Members:

1. Confirmatory Discovery. Within thirty (30) days of the execution of this Settlement Agreement, Seattle City Light will provide the identity of each potential Settlement Class Member to the Settlement Administrator, which may be shared with Class Counsel and Plaintiff's expert as needed. Plaintiff, Settlement Administrator, and any third parties assisting with the resolution of this matter will execute a nondisclosure agreement provided by Seattle City Light, consistent with the City of Seattle's privacy and security policies, and commit in writing to comply with the Court's existing and future protective orders. Plaintiff acknowledges the obligation to protect Seattle City Light's customers' personal information and that the information provided by Seattle City Light to Class Counsel, Settlement Administrator, and any third parties assisting with the resolution of this matter will only be used for the purpose of providing notice and implementing this Settlement Agreement and the Court's orders. No information provided by Seattle City Light will be shared, sold, or remarketed by Class Counsel, Settlement Administrator, or any third party assisting with Settlement Administration.
2. Identification of Settlement Class Members. Within thirty (30) days of the execution of this Settlement Agreement, Seattle City Light will provide to Plaintiff's expert the following: (a) the total number of Settlement Class Members identified; (b) a list of all Settlement Class Members identified by the account identification number, and the property identification number previously provided; and (c) all data or other information, not previously provided, within MDM and/or CCB, which Plaintiff's expert requires to confirm membership in the Settlement Class and to calculate the compensation amount each eligible Settlement Class Member may seek from the "Elevated Bill Fund." Seattle City Light will cooperate with Plaintiff's expert by providing explanations or additional information regarding the data produced when requested, if feasible.
3. Class Notice. The court-approved Notice of Proposed Class Action Settlement ("Class Notice") shall be in the form attached hereto as Exhibit C and a Claim Form in the attached here to as Exhibit D. The Class Notice shall be sent to Settlement Class Members who are current customers in one or more of the following ways: (a) in a "buck slip" inserted into the paper bill if one is received by the customer; or (b) via email sent by the Settlement Administrator to all Settlement Class Members for whom Seattle City Light has an email address, or for whom an email address can be identified by the Settlement Administrator using industry standard methods; or (c) via a notice mailed by the Settlement Administrator. The Class Notice shall be sent to Settlement Class Members within seventy-five (75) days of entry of an Order granting preliminary approval to the Settlement Agreement, or within seventy-five (75) days from when Seattle City Light provides the Settlement Administrator the identities of Settlement Class Members, whichever is later (the "Notice Date").

The Settlement Administrator shall establish a settlement website. Seattle City Light shall also provide links to the settlement website and information about the Settlement via its own website and social media channels. The notice plan may also include notice by banner advertisements or publication, if necessary, to reach Settlement Class Members who are no longer customers of Seattle City Light.

4. Objection Procedures. The Class Notice shall inform Settlement Class Members of the right to object to the Settlement Agreement. If the person wishes to have the Court consider an Objection to the Settlement Agreement, such person (i) must not have excluded himself from the Settlement, and (ii) must file with the Court and mail to Class Counsel and Seattle City Light's Counsel a written statement objecting to the Settlement, along with any supporting documentation that the person wishes the Court to consider, by no later than forty-five (45) days after the Notice Date (the "Objection/Opt-Out Deadline"). If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of the Settlement Agreement and the Final Approval Order. The Parties shall submit any responses to objections no later than fourteen (14) days after the Objection/Opt-Out Deadline. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement Agreement or Class Counsel's request for Class Counsel Fees shall waive and forfeit any and all rights to appear separately or object. All Settlement Class Members shall be bound by the Settlement and by all orders and judgments in this Action.

5. Opt-Out Procedures. The Class Notice shall also provide that Settlement Class Members who wish to exclude themselves (i.e., opt out) from the Settlement Class must mail a letter to the Settlement Administrator requesting exclusion from the Settlement Class on or before the Objection/Opt-Out Deadline. An Opt-Out request must: (i) be in writing; (ii) state that individual's current address; (iii) contain the following statement: "I request that I be excluded from the Settlement Class in the case of *Deien v. Seattle City Light*"; (iv) be signed; and (v) be mailed to the Settlement Administrator at the address provided in the Class Notice and postmarked on or before the deadline set forth on the Class Notice. Each individual who properly files a timely written Opt-Out request shall be excluded from the Settlement Class and shall have no rights under the Settlement Agreement. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Case if the Settlement is approved by the Superior Court, regardless of whether they have objected to the

Settlement. An Opt-Out request shall be deemed timely if it is postmarked no later than forty-five (45) days after the Notice Date.

6. Claims. Claim Forms shall be submitted online or by mailing it to the Settlement Administrator. The deadline for submitting a valid Claim Form shall be forty-five (45) days from the Notice Date. 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.
7. Plan of Allocation. The Net Settlement Amount shall be allocated between two funds: (1) a "True Up Fund" and (2) an "Elevated Bill Fund." The True Up Fund shall be made available to compensate Settlement Class Members who received at least one estimated bill followed by a bill based on actual consumption and who timely submit a valid claim form. The Elevated Bill Fund shall be made available to compensate those Settlement Class Members who are identified by Plaintiff's expert as having received a bill in which the average kilowatt hours per day was at least 400% more than the average daily kilowatt usage for a comparable billing period and who timely submit a valid claim form. Settlement Class Members eligible for the Elevated Bill Fund shall be excluded from receiving any funds from the True Up Fund. Allocation of the Net Settlement Amount between the True Up Fund and the Elevated Bill Fund shall be as follows: 25% shall be allocated to the True Up Fund, and 75% shall be allocated to the Elevated Bill Fund.

After the Notice Date, the Settlement Administrator shall provide a weekly report to Class Counsel and to Seattle City Light's Counsel, setting forth the number of valid Claim Forms for the True Up Fund and the Elevated Bill Fund that were submitted each week. Within seven (7) days of the Objection/Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and Seattle City Light's Counsel a Final Report certifying jointly to both parties which Claim Forms were valid and timely submitted.

Following the close of the claims process, each fund shall be distributed to each claimant as follows:

- The True Up Fund shall be distributed in equal amounts to each class member who submits a valid claim.
- The Elevated Bill Fund shall be distributed pro rata based on the amount of damages calculated by Plaintiff's expert for each member (i.e., the percentage of damages 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.

Within thirty (30) days of the Settlement Administrator's Final Report, Class Counsel shall provide Seattle City Light's Counsel and the Settlement Administrator an excel spreadsheet that lists, for each Settlement Class Member who submitted a valid Claim Form: (i) the name; (ii) the Seattle City Light account number, and (iii) the calculated amount to be awarded from the True Up Fund and/or Elevated Bill Fund.

- a. Retail Bill Credits. Within 60 days after Class Counsel provides Seattle City Light's Counsel and the Settlement Administrator the excel spreadsheet that lists the name, Seattle City Light account number, and calculated award amounts, or within 30 days of the Effective Date, whichever is later, Seattle City Light shall issue retail bill credits to those Settlement Class Members who have submitted a valid claim form and are a current customer of Seattle City Light in amounts provided by Class Counsel based on the calculations stated above.
 - b. Payment and Management of Cash Fund. Within 60 days after Class Counsel provides Seattle City Light's Counsel and the Settlement Administrator the excel spreadsheet that lists the name, Seattle City Light account number, and calculated claim amounts, or within 30 days of the Effective Date, whichever is later, Seattle City Light shall pay into an account maintained by the Settlement Administrator the amount of the Settlement Fund less any amounts paid to Settlement Class Members who are current customers in the form of retail bill credits applied to a future bill ("Cash Fund"). Within 30 days after Seattle City Light deposits the amount of the Settlement Fund less any retail bill credits into the Cash Fund, the Settlement Administrator shall mail checks to each Settlement Class Member who submitted a valid Claim Form and is not a current customer of Seattle City Light. Checks issued from the Cash Fund shall be valid for one hundred twenty (120) days from the date of issuance. Any amount of the Cash Fund remaining after the date for cashing checks has passed shall revert to Seattle City Light and shall be transferred in full to Seattle City Light's Emergency Low Income Assistance Program ("ELIA").
8. Preliminary Approval. Upon execution of the Settlement Agreement, the Parties shall promptly prepare and file with the Court a motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Settlement Agreement. The motion for preliminary approval shall request entry of a preliminary order that: (i) certifies a settlement class, (ii) approves as to form and content the Class

Notice and Claim Form and directs that such Class Notice and Claim Form be provided to Settlement Class Members; (iii) preliminarily approves the Settlement Agreement, subject only to any objections of Settlement Class Members and final review by the Court; and (iv) preliminarily approving P&N as the Settlement Administrator.

9. Final Approval and Entry of Final Judgment. The Parties will jointly request that the Court grant final approval and enter judgment in accordance with this Agreement approving the Settlement Agreement as fair, adequate, reasonable, and binding on all Settlement Class Members, ordering that the settlement payments or retail bill credits be made to the Settlement Class Members, ordering that Class Counsel Fees, the Administrative Costs, and the Named Plaintiff Service Payment be paid in the amounts approved by the Court, approving the disposition of Residual Funds, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the claims released in Paragraph III.D above.
- H. Class Counsel Fees. As part of the motion for final approval, Class Counsel will submit an application for attorneys' fees and costs ("Class Counsel Fees") for up to 25% of the Settlement Fund. Any Class Counsel Fees awarded shall be paid out of the Cash Fund within 10 days from the date Seattle City Light deposits funds into the Cash Fund.
- I. Named Plaintiff Service Payment. In recognition of his time and effort spent serving as Class Representative, Named Plaintiff shall, subject to the approval of the Court, be awarded a Service Payment of \$2,500 ("Named Plaintiff Service Payment"). This Service Payment shall be paid out of the Cash Fund within 10 days from the date Seattle City Light deposits funds into the Cash Fund.
- J. Settlement Administration. The Parties will engage P&N as the Settlement Administrator to oversee the sending of the Class Notice and to make the payments required under this Settlement Agreement. The Administrative Costs, as approved by the Court, shall be paid out of the Cash Fund.
- K. Confidentiality. Any documentation containing the names and/or addresses of Settlement Class Members disclosed in the course of executing this Settlement Agreement may be used by Class Counsel and the Settlement Administrator only for purposes of implementing this Settlement Agreement. All such information may not be disclosed by Class Counsel or the Settlement Administrator to anyone or any organization.
- L. Miscellaneous Provisions.
 1. If the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Final Approval Order, or

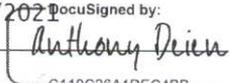
impose any condition to approval of the settlement to which the Parties do not consent, or if the Final Approval Order is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court, and the Parties will commence to propose a new scheduling order to the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

2. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.
3. This Settlement Agreement constitutes the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or Party's legal counsel, are merged herein.
4. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement Agreement. Class Counsel shall, with the assistance and cooperation of Seattle City Light's Counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement and dismissal of this action with prejudice.
5. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, and assigns.
6. All terms of this Settlement Agreement shall be governed by and interpreted according to the laws of the State of Washington, without regard to its rules regarding conflict of laws.
7. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Settlement Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.
8. The waiver by one Party of any provision or breach of this Settlement Agreement shall not be deemed a waiver of any other provision or breach of this Settlement Agreement.

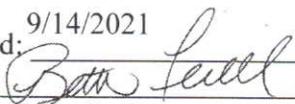
- 9. The Parties and their counsel may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.
- 10. The Court shall retain exclusive and continuing jurisdiction over this Settlement Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Settlement Agreement. The Court shall have exclusive jurisdiction to resolve any disputes involving this Settlement Agreement.
- 11. Each individual signing this Settlement Agreement represents and warrants that he or she has the authority to sign on behalf of the person or entity for which that individual signs.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

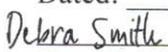
AGREED TO AND ACCEPTED:

Dated: 9/14/2021 DocuSigned by:


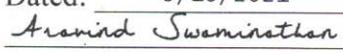
Anthony Deien, Individually and on Behalf of Settlement Class

Dated: 9/14/2021


Beth Terrell, Counsel for Named Plaintiff and Class Counsel

Dated: 9/15/2021


Seattle City Light

Dated: 9/15/2021


Aravind Swaminathan, Counsel for Defendant Seattle City Light

EXHIBIT A

- 1) Investigate customer inquiry regarding estimated bill or True-Up Bill.
 - a. Estimated bill
 - i. Investigate any meter access issues.
 - ii. Check if estimate is due to a meter not being installed, meter not functioning, meter damage, meter communication failures, or otherwise unexplained causes not involving Customer Conduct.
 - b. True-Up Bill
 - i. Investigate whether True-Up Bill inquiry is due to a high meter reading, explained by number of days on the bill, or skipped billing period(s); and/or
 - ii. Investigate whether True-Up Bill is due to Customer Conduct.
 - iii. If True-Up Bill inquiry is not explained by (i) or (ii) above, and 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. *See* Settlement Agreement Section E.2.g.
- 2) If billed amount is correct and has been caused by 1.b.(i.) or (ii.) above, Seattle City Light shall provide a written explanation (via email or letter) of the bill.
- 3) If investigation in 1.b.(iii.) identifies a specific amount overbilled, Seattle City Light shall propose in writing (via email or letter) an adjustment to the amount owed to correct the billing error.
 - a. If investigation following the procedures in Field Meter Investigation, AMI-TMO.26 dated June 15, 2018 shows that the meter is inaccurate and overcharging the customer or Seattle City Light determines that the increased billing is not attributable to Customer Conduct but remains unexplained, propose to customer as a resolution the recalculation of the bill at issue using the estimated usage table. *See* Settlement Agreement Section E.2.d.
- 4) For all bill inquiries regarding estimated or True-Up Bills, if the bill that is the subject of customer's request concerns outstanding debt for billing corrections or True-Up Bills for service periods dated more than 36 months prior to the customer's request, Seattle City Light shall offer to and upon customer's request shall adjust down the outstanding debt. *See* Settlement Agreement Section E.2.e.

- 5) For all bill inquiries regarding True-Up Bills, Seattle City Light shall inform the customer of payment arrangement options. Any customer who requests additional time to pay off a True-Up Bill shall be allowed payment arrangements of up to 36 months. See Settlement Agreement Section E.2.f.
- 6) For all bill inquiries regarding estimated or True-Up Bills, Seattle City Light will inform the customer of all available bill assistance programs:
- i) Utility Discount Program. Eligible households can enroll in the City of Seattle’s Utility Discount Program (UDP), which offers a 60% discount on Seattle City Light bills.

i. Income thresholds based on household size. As of 07.02.2021¹:

Household Size	Gross Monthly Household Income	Gross Annual Household Income
1	\$3,563	\$42,756
2	\$4,660	\$55,920
3	\$5,756	\$69,072
4	\$6,853	\$82,236
5	\$7,949	\$95,388
6	\$9,045	\$108,540
Each Additional	\$206	\$2,472

- ii) Project Share. Eligible households may receive one-time per year assistance of up to \$250 towards their City Light electricity bill.

i. Income thresholds based on household size. As of 07.02.2021²:

Household Size	Gross Monthly Household Income	Gross Annual Household Income
1	\$3,563	\$42,756
2	\$4,660	\$55,920
3	\$5,756	\$69,072
4	\$6,853	\$82,236
5	\$7,949	\$95,388
6	\$9,045	\$108,540
Each Additional	\$206	\$2,472

¹ Current income thresholds available at <https://www.seattle.gov/city-light/residential-services/billing-information/payment-assistance-programs#emergency>

² Current income thresholds available at <https://www.seattle.gov/city-light/residential-services/billing-information/payment-assistance-programs#projectshare>

iii) Emergency Low Income Assistance Program. Seattle City Light offers one-time per year (two-times per year for households with children) electricity bill assistance for income eligible residential customers that have received a notice for non-payment with an electricity bill higher than \$250.

i. Income thresholds based on household size. As of 07.02.2021³:

Household Size	Gross Monthly Income	Gross Yearly Income
1	\$3,118	\$37,416
2	\$4,077	\$48,924
3	\$5,037	\$60,444
4	\$5,996	\$71,952
5	\$6,955	\$83,460
6	\$7,915	\$94,980
7	\$8,095	\$97,140
8	\$8,275	\$99,300
9	\$8,454	\$101,448
10	\$8,634	\$103,608
<i>Each additional household member</i>	\$180	\$2,160

**Gross Income is based on 70% of WA median income

- 7) If customer inquiry is not resolved to customer’s satisfaction, customer may escalate dispute to a hearing officer as part of the City of Seattle’s dispute resolution process. *See Settlement Agreement Section E.2.c.*
- 8) Verify contact information and identify best method to reach customer.
- 9) Provide contact information for the customer to reach a specific department or person at Seattle City Light if additional assistance is needed and provide a case or tracking number whereby records of the dispute can be referenced by a different employee or department in the future.
- 10) Inform the customer about Seattle City Light customer portal where they can monitor their electricity use and billing.

Example 1: Customer calls and asks about a high True Up Bill, complaining that their energy usage did not materially change.

Sample result: Seattle City Light will calculate the usage per month and per day and discuss with the customer to ascertain if usage is high or if the bill is high due to number of days on the

³ Current income thresholds available at <https://www.seattle.gov/humanservices/services-and-programs/supporting-affordability-and-livability/utility-discount-program>

bill or skipped billing period. If the usage is high, and the customer disputes the accuracy of the meter reading, Seattle City Light will conduct an investigation as to whether the meter reading is accurate, following the general procedures stated in Section III.E.2.g. If Seattle City Light determines in its investigation that the meter is inaccurate and overcharging the customer or that the high meter reading is not attributable to Customer Conduct but remains unexplained, Seattle City Light will propose as a resolution the recalculation of the bill using the estimated usage table. Seattle City Light will also check to see if the True-Up Bill concerns debt issued more than 36 months prior and will also check to see if the customer is eligible for any of the bill assistance programs. Seattle City Light will also work with the customer if requested to put in place any payment arrangements (up to 36 months) for the bill.

Example 2: Customer calls and asks about an estimated bill, and reasons for the estimate. Sample result: Seattle City Light will discuss with the customer and investigate any meter access issues to resolve. If the estimated read is due to a customer meter not being installed, not functioning, damage to the meter, or communication or conductivity failures, and the meter cannot be replaced within the next billing period, Seattle City Light will discuss the option of billing the monthly consumption from the estimated usage table or continuing with estimated reads. If customer elects the option of billing monthly consumption from the estimated usage table, Seattle City Light will backdate the billing, eliminating the estimates and billing at the consumption table rate. Seattle City Light will also check to see if the amounts owing on the customer account are more than 36 months old or the customer is eligible for any bill assistance programs. Seattle City Light will notify our technical organization that the meter should be replaced as soon as possible and confirm with the customer all contact information.

EXHIBIT B

Illustration of Estimated Usage Table (Section III.E.2.d.)

**Figures used in this table below are for illustration purposes only and may not reflect the averages or rates that will be used.

Usage Level	% Average	kWh bi-monthly	kWh / Day	Blended Rate	Bi-Monthly Charge
Average	100%	1200	20	\$0.111345	\$ 133.61
Normal	70%	840	14	\$0.111345	\$ 93.53
Below Average	50%	600	10	\$0.111345	\$ 66.81
Above Average	130%	1560	26	\$0.111345	\$ 173.70

EXHIBIT C

Website Notice

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 \$XX and \$XX each, but could be as large as \$XX, 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](#) [link to document on website]. You may also contact the Settlement Administrator at 1-XXX-XXX-XXXX.

YOUR LEGAL RIGHTS AND OPTIONS	
STAY IN THE CLASS AND SUBMIT A CLAIM FORM TO RECEIVE A PAYMENT	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 [DATE].
EXCLUDE YOURSELF BY DATE	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.
OBJECT BY DATE	Write to the Court explaining why you don’t like the settlement.
ATTEND A HEARING ON DATE	Ask to speak in Court about the fairness of the settlement.

WHAT THIS NOTICE CONTAINS

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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-XXX-XXX-XXXX.

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 underbilling. 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](#) [link to document on website] 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 [DATE]. You can file a claim online by clicking [here](#) [link to claim form].

Injunctive Relief

In addition to monetary compensation, the settlement provides comprehensive injunctive relief for Seattle City Light customers who receive estimated bills. If the Court approves the settlement, 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.

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](#) [link to document].

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 [Street Address], [City, State, Zip]. Claim forms must be submitted online or postmarked no later than [DATE].

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

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, which is 25% of the fund, and to be reimbursed for litigation expenses. 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 costs, a Service Payment and Settlement Administration costs will be posted on this website on before [DATE]. The amount of any fees or service payment 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 [DATE].**

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:

<p>CLASS COUNSEL:</p> <p>Beth E. Terrell Ari Brown Blythe H. Chandler TERRELL MARSHALL LAW GROUP PLLC 936 N. 34th Street, Suite 300 Seattle, WA 98103</p>	<p>THE COURT:</p> <p>Clerk's Office King County Superior Court 516 Third Avenue, Room E-609 Seattle, WA 98104</p>	<p>SEATTLE CITY LIGHT'S COUNSEL:</p> <p>Aravind Swaminathan Nicole Tadano ORRICK HERRINGTON & SUTCLIFFE LLP 701 5th Avenue, Suite 5600 Seattle, WA 98104-7097</p>
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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 [DATE]**. 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, [Street Address], [City, State, Zip], postmarked on or before [DATE].

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 [date] at [time], at the King County Superior Court, 516 Third Avenue, Room XXX, 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, Service Payment for the Class Representative, and Administration costs. 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](#) [link to documents page]. You may call the Settlement Administrator at 1-XXX-XXX-XXXX, or you may contact Class Counsel as set forth in Section 6, above.

PLEASE MONITOR THIS WEBSITE, WWW.XXXXXXXX.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-XXX-XXX-XXXX or contact Class Counsel (see section 6).

Email notice

COURT ORDERED NOTICE

Deien v. Seattle City Light, King Co. Sup. Ct. Case No. 19-2-21999-8 SEA

A settlement has been reached in a class action lawsuit alleging that Seattle City Light improperly billed its customers by billing them based on estimated electricity usage and later issuing “true up” bills for prior underbilling at incorrect rates. Seattle City Light denies that it did anything wrong. This Notice summarizes the proposed settlement. For more details, read the Settlement Agreement posted on the settlement website: www.XXXXXXXXXXX.com.

Am I a Class Member? Seattle City Light’s records indicate that you are a Settlement Class Member eligible to receive a payment from the [True Up/Elevated Bill] Fund. 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 400% or more than their average daily kilowatt usage for a comparable billing period.

What Can I Get? Seattle City Light has agreed to establish a \$3.5 million Settlement Fund, which will be used to pay attorneys’ fees and costs of up to \$875,000, a Class Representative payment up to \$2,500 and Administration costs estimated to be \$168,509. After deducting those amounts, 25% of the Net Settlement Amount will be allocated to the True Up Fund and 75% will be allocated to the Elevated Bill Fund. The True Up Fund will be distributed in equal amounts to each Class Member who submits a claim. The Elevated Bill Fund will be distributed to Class Members who make claims based on the amount claimants were allegedly overbilled. If the Court approves the settlement and you file a claim, you will get a payment. Current Seattle City Light customers will receive a bill credit. Former customers will receive a check from the Settlement Fund. The amount will depend on how many claims are filed and the amount of attorneys’ fees and costs, Class Representative payment and Administration costs approved by the Court. In addition, if the Court approves the settlement, Seattle City Light will establish a Specialized Customer Care Team to investigate and resolve estimated billing issues. The Specialized Customer Care team will use a standardized checklist to assist customers seeking help with their estimated billing issues. Seattle City Light will recalculate estimated bills in some cases. For a detailed description of the provisions that Seattle City Light will implement under the settlement, read the Settlement Agreement posted on the settlement website: www.XXXXXXXXXXX.com.

How Do I Get a Payment? You must submit a completed Claim Form for the [True Up/Elevated Bill] Class no later than **[Day/Month, 2021]**. You may submit a Claim Form online at www.XXXXXXXXXXX.com or download and print out a Claim Form from the website and mail it on or before **[Day/Month, 2021]**.

What Are My Other Options? You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator by **[Day/Month, 2021]**. If you exclude yourself, you will not receive a payment, but you keep the right to sue Seattle City Light about the legal issues raised in this lawsuit. If you do not exclude yourself, you can object to the settlement. You must file your written objection with the Court no later than **[Day/Month, 2021]**. Instructions on how to exclude yourself from the settlement or file an objection are available at www.XXXXXXXXXXX.com.

Who Represents Me? The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC as Class Counsel. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

When Will the Court Decide Whether to Approve the Settlement? The Court will hold a Final Approval Hearing on [Day/Month, 2021] at XX:XX A.M./P.M. at King County Superior Court, 516 3rd Avenue, Room XXX, Seattle, WA 98104. At that hearing, the Court will hear objections to the settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative payment and Administration costs, and determine the overall fairness of the settlement.

How Do I Get More Information? For more information, go to www.XXXXXXXXXX.com, or call the Settlement Administrator at 1-XXX-XXX-XXXX.

**COURT ORDERED
NOTICE**

Deien

v.

Seattle City Light

Case No. 19-2-21999-8 SEA

Class Action Notice

Opt-Out Deadline:

xx/xx/2021

Deien v. Seattle City Light
c/o P&N Administration
[Address]
[City, State, Zip]

[Barcode]

Postal Service: Please do not mark barcode

[FirstName][LastName]

[c/o]

[Address1]

[Address2]

[City], [State] {Zip}

[Country]

A settlement has been reached in a class action lawsuit alleging that Seattle City Light improperly billed its customers by billing them based on estimated electricity usage and later issuing “true up” bills for prior underbilling at incorrect rates. Seattle City Light denies that it did anything wrong. This Notice summarizes the proposed settlement. For more details, read the Settlement Agreement posted on the settlement website: www.XXXXXXXXXX.com.

Am I a Class Member? Seattle City Light’s records indicate that you are a Settlement Class Member eligible to receive a payment from the [True Up/Elevated Bill] Fund. 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 400% or more than their average daily kilowatt usage for a comparable billing period.

What Can I Get? Seattle City Light has agreed to establish a \$3.5 million Settlement Fund, which will be used to pay attorneys’ fees up to \$875,000, litigation costs, a Class Representative payment up to \$2,500 and Administration costs estimated to be \$168,509. After deducting those amounts, 25% of the Net Settlement Amount will be allocated to the True Up Fund and 75% will be allocated to the Elevated Bill Fund. The True Up Fund will be distributed in equal amounts to each Class Member who submits a claim. The Elevated Bill Fund will be distributed to Class Members who make claims based on the amount claimants were allegedly overbilled. If the Court approves the settlement and you file a claim, you will get a payment. Current Seattle City Light customers will receive a bill credit. Former customers will receive a check from the Settlement Fund. The amount will depend on how many claims are filed and the amount of attorneys’ fees and costs, Class Representative payment and Administration costs approved by the Court. In addition, if the Court approves the settlement, Seattle City Light will establish a Specialized Customer Care Team to investigate and resolve estimated billing issues. The Specialized Customer Care team will use a standardized checklist to assist customers seeking help with their estimated billing issues. Seattle City Light will recalculate estimated bills in some cases. For a detailed description of the provisions that Seattle City Light will implement under the settlement, read the Settlement Agreement posted on the settlement website: www.XXXXXXXXXX.com.

How Do I Get a Payment? You must submit a completed Claim Form for the [True Up/Elevated Bill] Class no later than **[Day/Month, 2021]**. You may submit a Claim Form online at www.XXXXXXXXXX.com or download and print out a Claim Form from the website and mail it on or before **[Day/Month, 2021]**.

What Are My Other Options? You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator by **[Day/Month, 2021]**. If you exclude yourself, you will not receive a payment, but you keep the right to sue Seattle City Light about the legal issues raised in this lawsuit. If you do not exclude yourself, you can object to the settlement. You must file your written objection with the Court no later than **[Day/Month, 2021]**. Instructions on how to exclude yourself from the settlement or file an objection are available at www.XXXXXXXXXX.com.

Who Represents Me? The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC as Class Counsel. You do not need to hire your own lawyer, but you may choose to do so at your own expense. **When Will the Court Decide Whether to Approve the Settlement?** The Court will hold a Final Approval Hearing on **[Day/Month, 2021]** at **XX:XX A.M./P.M.** at King County Superior Court, 516 3rd Avenue, Room XXX, Seattle, WA 98104. At that hearing, the Court will hear objections to the settlement, decide whether to approve the requested attorneys’ fees and costs, Class Representative payment and Administration costs, and determine the overall fairness of the settlement. **How Do I Get More Information?** For more information, go to www.XXXXXXXXXX.com, or call the Settlement Administrator at 1-XXX-XXX-XXXX.

EXHIBIT D

Site Page Header: "File a Claim"

Landing page:

ONLINE CLAIM FORM

Deien v. Seattle City Light, Case no. 19-2-21999-8 SEA

Important: Your Claim Form must be submitted online by **[Month, Day] 2021** or mailed to the Settlement Administrator and postmarked by **[Month, Day] 2021** in order to be timely and valid. You may submit a Claim Form by completing the form below, or you may download a copy of the Claim Form on the **Important Documents** page [link to Important Documents page].

Your failure to submit a timely Claim Form will result in you forfeiting any payment and benefits for which you may be eligible under the Settlement.

To begin your Claim Form, please enter your Claimant ID below. Your Claimant ID is located in the top right corner of the Notice that was mailed to you. If you did not receive a Notice but believe you are a Class Member, you may call 1-####-###-#### to find out who is a Class Member.

Claimant ID: _____ (required, must be a valid number)

OR

Seattle City Light Account ID: _____ (required if claimant ID unavailable)

[NEXT button]

Claim Form page:

First Name _____ (required) Middle Name _____ (not required) Last Name _____ (required)

Mailing Address _____ (required) City _____ (required)
State _____ (required) Zip Code _____ (required) Country _____ (required, default to United States)

Telephone Number _____ (required, must be minimum of 10 digits)

Email Address _____ (required, must be valid email address format)

Signature _____ (required)

Date: (auto-populate)