

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.

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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.XXXXXXX.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.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 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.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.XXXXXXXXXXX.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)