

June 3, 2024

BETH TERRELL
TERRELL MARSHALL LAW GROUP PLLC
936 N. 34TH STREET, SUITE 300
SEATTLE, WASHINGTON 98103

Dear Ms. Terrell

This letter serves as City Light's report to Plaintiff's Counsel as required by Section III(E)(2) of the Class Action Settlement Agreement and Release, ("Settlement") which states in pertinent part:

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.

1. Modifications or Adjustments to Injunctive Relief.

The following modifications or adjustments are being made to the Agreed Injunctive Relief under the Settlement.

- A. Specialized Customer Care Team: The Customer Advocacy Team (CAT) has proven to be a valuable resource for City Light's customers. The CAT will remain in place and continue to perform such tasks as recalculating bills, applying flat rate billing, managing meter tests, and escalating customer needs. The change from this date forward is that the CAT will be made available to customers through the administrative appeal process under Departmental Policy and Procedure No. 425. The customer contact center serves as the starting point under this process, and if the customer's dispute is not resolved at this first stage, it will then be referred to the CAT. Requiring customers to start at the contact center frees up time for the CAT to focus on customer needs that are more specialized. For this reason, the CAT does not have a published direct access line or published email address.

Notwithstanding this modification, SCL will continue to refer customers directly to the CAT where appropriate. Circumstances warranting a direct referral may include customers seeking a deeper understanding of their billing charges, presenting large or complex bill inquiries, or experiencing trouble finding answers and/or needing an advocate.

- B. Payment Arrangements: Payment arrangements will no longer be offered for 36 months by default. Payment arrangements will be offered for the same amount of time that resulted in the arrearage. As an example, if a customer had a billing issue that lasted 24 months, they would be offered up to 24 months to cure the arrearage. This practice is a resumption of pre-settlement collections procedures. However, the CAT team, working with collections, can override these parameters and offer longer terms if warranted.

The leadership team at Seattle City Light recognizes our responsibility to maintain transparency in our billing practices and to listen to our customers with empathy and respect. We will continue to prioritize offering bill assistance to our customers in need and continue to promote our programs in a prominent manner, not only on our websites and social media, but through our contact center and community partnerships.


Aside from the above modifications, City Light intends to continue implementing the provisions as contained in the Agreed Injunctive Relief. However, City Light continuously evaluates the many factors involved with the provision of electrical services to its customers and reserves the right to modify programs or policies as warranted and consistent with state and local laws.

As is indicated in the Settlement, this Report fulfills the final requirement under the Settlement and City Light is no longer required to report subsequent modifications or adjustments it makes to the Agreed Injunctive Relief.

2. Website Publication.

This report will be made publicly available on City Light's website.

Sincerely,


Craig Smith (Jun 28, 2024 14:38 PDT)

Craig Smith
Chief Customer Officer
Seattle City Light

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Final Audit Report

2024-06-28

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