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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

ANTHONY DEIEN, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

SEATTLE CITY LIGHT,

Defendant.

NO. 19-2-21999-8 SEA

CLASS ACTION COMPLAINT

I. NATURE OF ACTION

1. Seattle City Light has been incorrectly billing its customers for years. The incorrect billing is caused by City Light's practice of billing based on estimated electricity usage, instead of the amount of electricity actually used by each customer.

2. Plaintiff Anthony Deien is just one of the many City Light customers harmed by City Light's billing practices. In April 2018, City Light sent Mr. Deien an electric bill for more than \$1,000. The bill was obviously wrong. Mr. Deien's prior electric bills had never been more than a few hundred dollars. But when Mr. Deien called to correct the problem, City Light's response was that the bill was correct. City Light agreed to allow Mr. Deien to pay the huge bill over time but added approximately \$200 to future bills as part of that payment plan. The increased electric bills made the apartment Mr. Deien and his sister shared unaffordable and forced them to move out when their lease expired, instead of renewing the lease as they had planned.

1 constitute a contract” between the consumer and City Light under which the consumer agrees to
2 pay for electric service “under the rates, terms, and provisions prescribed from time to time by
3 ordinance.” SMC 21.49.100(B). In other words, the provisions of the Seattle Municipal Code
4 regulating City Light’s provision of electric service are also the terms of a contract between City
5 Light and its customers.

6 18. Consistent with the terms of its contract with customers, City Light employees
7 used to read and record each customer’s electric meter every other month to determine the
8 amount of electricity the customer used during that period. City Light then sent customers bills
9 that listed the previous electric meter reading, the current meter reading, and the dates of those
10 respective readings. The difference was the amount of electricity the customer used as measured
11 in kilowatt hours. In addition to a base charge per day in the billing cycle, the amount due was
12 the number of kilowatt hours used, multiplied by a published rate.

13 19. City Light’s residential rates are incorporated into the Municipal Code at SMC
14 21.49.030. These rates have increased each year for the past several years. While the rates vary
15 in different geographic service areas, they are uniform within each service area. A customer first
16 pays a base rate per day. The customer then pays a rate per kilowatt hour for electricity used
17 during the two-month billing period. Kilowatt hour rates are on two-tiers. An initial number of
18 kilowatt hours a customer uses in a month, known as “First Block,” is billed at a lower rate, and
19 all additional electricity used that month, known as “End Block,” is billed at a higher rate per
20 kilowatt hour. A larger number of kilowatt hours are charged at the lower, First Block rate during
21 the winter months of October to March than during the summer months of April to September.

22 For example, in 2018, Residential City Rates were as follows:

23	Base Service Charge per day:	\$0.1686
24	First Block per kilowatt hour:	\$0.0780
25	End Block per kilowatt hour:	\$0.1326

26 From April 1 to September 30, “First Block” refers to the first 300 kilowatt hours per month.

27 From October 1 to March 30, “First Block” refers to the first 480 kilowatt hours per month. A

1 true and correct copy of Seattle City Light historical rate charges for the past five years is
2 attached as Exhibit A.

3 **B. Regulatory and Contractual Billing Requirements**

4 20. WAC 480-100 *et seq.* governs Electric Companies including City Light and
5 regulates how City Light must bill its customers. The regulations require City Light to use
6 electric meters or similar devices to accurately record the quantity of electricity sold to
7 customers. WAC 480-100-318.

8 21. The regulations further require City Light to issue bills at intervals not to exceed
9 two one-month billing cycles, unless City Light can show good cause for delaying the issuance
10 of a bill. WAC 480-100-178(1).

11 22. City Light's contract states when and how City Light may estimate a customer's
12 electricity use rather than base a bill on an actual meter reading. SMC 21.49.090 states:

13 Meters *shall* be read and bills rendered either monthly or bimonthly
14 as scheduled by the Department. ... If an accurate meter reading is
15 not obtained for any reason, including, but not limited to, the
16 customer's failure to notify the Department, meter failure, meter
17 reading error, clerical error and/or accounting system malfunction,
18 the meter reading may be estimated by the Department. In
19 estimating meter reading (electrical consumption) it is not necessary
20 that the estimate be made with mathematical certainty. In
21 developing an estimate the Department *shall* use standard
22 engineering practices, which may include but are not limited to
23 regression analysis, customer loads, load comparison, meter
24 conditions and test readings. In cases where estimates cannot be
25 made using standard engineering techniques, the longest periods
26 before and/or after the period of usage may be averaged to arrive at
27 an estimated rate of consumption. In the event a constant margin of
error is identified the bill may be adjusted accordingly.

(emphases added).

24 23. State regulations require City Light to clearly identify when a bill is based on an
25 estimation and require details of the methods it uses to estimate customer bills in its tariff. WAC
26 480-100-178(i). The Seattle Municipal Code requires City Light to offer an open access
27 transmission tariff and states that this tariff is posted on City Light's public web page. SMC

1 21.49.125.

2 24. State regulations prohibit City Light from estimating a customer's usage for more
3 than four consecutive months except when the estimation is caused by inclement weather,
4 terrain, or a previous arrangement with the customer. *See* WAC 480-100-178(i).

5 25. Any violation of the Seattle Municipal Code chapter 21.49 constitutes a civil
6 offense and will subject the violator of a civil fine or forfeiture of up to \$500 for each separate
7 occurrence.

8 **C. City Light improperly billed its customers**

9 26. In approximately 2012, Seattle City Council approved a City Light contract to
10 purchase and install a more automated "Meter Data Management" system from Oracle Utilities.¹
11 This system was purported to both cut costs and increase revenue by capturing data from each
12 customer's electric meter. The new Oracle system was scheduled to go online by 2015 and the
13 upgrade was budgeted at approximately \$66 million.²

14 27. The system and its installation were beset by technical problems from the outset.
15 The Oracle system was ultimately a year late and \$40 million over budget.³ In anticipation of the
16 new system, and despite early warning signs of system defects, City Light laid off a significant
17 portion of the workforce it had used to read its customers' electric meters and to enable City
18 Light to bill customers for actual usage as its contract and regulation required.

19 28. The Oracle system did not work as intended, and City Light found that it could
20 not read customers' meters on an automated basis as it had hoped. The system did not read City

21 _____
22 ¹ Daniel Beekman, [Seattle council questions \\$34M in cost overruns on utility-billing system](https://www.seattletimes.com/seattle-news/politics/seattle-council-questions-34m-in-cost-overruns-on-utility-billing-system/), Seattle Times, April 4,
2016, <https://www.seattletimes.com/seattle-news/politics/seattle-council-questions-34m-in-cost-overruns-on-utility-billing-system/>.

23 ² Daniel Beekman, [Why Seattle's new utility-billing system was 11 months late and \\$43M over budget](https://www.seattletimes.com/seattle-news/politics/audit-explains-why-seattles-new-utility-billing-system-was-11-months-late-43m-over-budget/), Seattle
24 Times, April 10, 2017, <https://www.seattletimes.com/seattle-news/politics/audit-explains-why-seattles-new-utility-billing-system-was-11-months-late-43m-over-budget/>; Daniel Beekman, [\\$34M over budget, Seattle starts new
25 billing, customer-service system](https://www.seattletimes.com/seattle-news/politics/seattle-utilities-computer-system-finally-launching-34m-over-budget/), Seattle Times, Sept. 2, 2016, [https://www.seattletimes.com/seattle-
news/politics/seattle-utilities-computer-system-finally-launching-34m-over-budget/](https://www.seattletimes.com/seattle-news/politics/seattle-utilities-computer-system-finally-launching-34m-over-budget/).

26 ³ Daniel Beekman, [Why Seattle's new utility-billing system was 11 months late and \\$43M over budget](https://www.seattletimes.com/seattle-news/politics/audit-explains-why-seattles-new-utility-billing-system-was-11-months-late-43m-over-budget/), Seattle
27 Times, April 10, 2017, <https://www.seattletimes.com/seattle-news/politics/audit-explains-why-seattles-new-utility-billing-system-was-11-months-late-43m-over-budget/>.

1 Light's customers' electric meters accurately and sometimes not at all.

2 29. Rather than admit the new system's shortcomings and institute an effective
3 solution, City Light simply began issuing bills to its customers with an asterisk beside the
4 previous and/or current meter reading noting that the reading was an "estimate." City Light did
5 not include any explanation as to why it was relying on an estimate rather than an actual meter
6 reading, or any description of how it arrived at its estimates.

7 30. City Light bills do not clearly or conspicuously disclose that they are based on
8 estimates. Most customers did not notice that their City Light bills were not based on their actual
9 electricity usage.

10 31. City Light's widespread reliance on estimated meter readings as a result of its
11 own shortcomings breached its contract as codified in the Seattle Municipal Code and violated
12 State regulations. City Light uses estimates even when an accurate reading can be obtained.

13 32. City Light further breached its contract and violated Municipal Code provisions in
14 the way it calculated its estimates. City Light failed to use standard engineering practices as
15 required. It used no regression analysis, load comparison, or test readings.

16 33. Nor did City Light detail the method or methods it used to arrive at its estimated
17 readings in its open access transmission tariff as required by its codified contract.

18 34. Instead of following the Municipal Code provisions that dictate when it may use
19 estimates, how it must calculate these estimates, and requiring that the methods be public and
20 transparent, City Light simply adopted a system that did not employ standard engineering
21 practices and therefore did not comply with the code provisions that constitute its contract with
22 its customers.

23 35. As to each of its customers, City Light regularly employs estimates rather than
24 actual readings for longer than the four-months allowed under the Municipal Code.

25 36. City Light's estimates are often inaccurate. But despite obvious inaccuracies, City
26 Light's customer service employees do not have discretion to adjust or correct the bills.
27

1 37. In many cases, when City Light finally read a customer’s meter after relying on
2 estimates for extended periods, it found that its prior estimates were so wildly incorrect that it
3 then issued the customer a bill for hundreds, or even thousands of dollars in an effort to “true-up”
4 what it considered to be prior underbilling in a single bill.

5 38. Even in cases where City Light is right that its prior bills failed to account for all
6 electricity used, City Light overbilled its customers when it accounted for thousands of
7 previously unbilled kilowatt hours in a single bill. First, it charges the rates in effect for the
8 current billing year even when the customer used much of the electricity in prior years when City
9 Light charged lower rates. Second, by billing thousands of kilowatt hours in a single billing
10 cycle, City Light bills the vast majority of those kilowatt hours at its more expensive “End
11 Block” rate whereas many of those hours would have been billed at the lower “First Block” rate
12 had City Light properly billed during the periods the customer actually used the electricity.

13 39. By billing for past electricity usage, City Light may bill customers for electricity
14 that was used by other people, such as a prior tenant in a rental apartment.

15 40. Even when the bill it issues is 10 or 20 times the customer’s typical electricity
16 bill, City Light demands immediate payment, threatens customers with discontinuance of their
17 electricity service, and has referred customers to collections.

18 **D. Anthony Deien’s Experience**

19 41. In summer 2017, Mr. Deien was working as an independent delivery driver and
20 earning a relatively modest income. He and his sister decided to pool their respective resources
21 in order to rent an apartment in Seattle’s Lower Queen Anne neighborhood. The lease and all
22 utility bills were in Mr. Deien’s name.

23 42. With their combined resources, Mr. Deien and his sister were able to afford the
24 rent of \$1,800 plus utilities. Rent and utilities comprised approximately half of their combined
25 monthly net income.

26 43. Plaintiff was conscientious about having to live within a strict budget. For the first
27 months in their apartment, he and his sister tracked their bills closely and adjusted their living

1 behavior when necessary to ensure that utility bills remained within their budget.

2 44. During their first four months in the apartment, from August 15, 2017 through
3 December 21, 2017, their electric bill from City Light averaged use of slightly less than 600
4 kilowatt hours per month. From the end of December 2017, through February 23, 2018 their bill
5 reflected use of approximately 760 kilowatt hours per month—presumably due to increased use
6 of electric heating in the winter months.

7 45. At the end of April, Mr. Deien received a City Light bill dated April 26, 2018, for
8 \$1,020.13 for usage from February 23, 2018 through April 24, 2018. The bill purported to be for
9 7,953 kilowatt hours used during that period, which was more than five times the number of
10 kilowatt hours shown on any previous electric bills City Light had sent.

11 46. Mr. Deien and his sister did not materially change the amount of electricity they
12 used during the period reflected on the April 26 bill as compared with previous billing periods.

13 47. Mr. Deien called City Light to correct the April 26 bill, as he assumed it was the
14 result of a billing error. A City Light representative informed him that the bill was accurate and
15 that he owed the amount stated. City Light refused to reduce the bill. It agreed to place Mr.
16 Deien on a payment plan of an additional \$204 per billing period. The representative further
17 stated that previous bills had been based on estimates and noted that City Light had received
18 numerous other complaints of exorbitant bills that had resulted from City Light's use of
19 estimated electricity usage rather than actual meter readings.

20 48. City Light did not explain how it arrived at its estimates and did not provide any
21 reason as to why it used estimates at all. Nor did City Light confirm that the kilowatt hours stated
22 on its April 26 bill reflected electricity used during the term of Mr. Deien's tenancy in the
23 apartment.

24 49. A review of City Light's bills to Mr. Deien from August 2017 through February
25 2018 shows that there was an asterisk indicating that meter readings on August 15, 2017 and on
26 February 23, 2018 were based on estimated usage. A reading on December 21, 2017 is noted as
27 an estimate on a bill dated March 2, 2018 but is not designated as an estimate on a bill dated

1 December 29, 2017. True and correct copies of City Light bills dated December 29, 2017; March
2 2, 2018; and April 26, 2018 are attached as Exhibit B.

3 50. All of the kilowatt hours claimed on the April 26, 2018 City Light bill were billed
4 at 2018 rates—which were higher than rates in effect in 2017 and in years prior.

5 51. Of the 7,593 kilowatt hours claimed on the April 26, 2018 bill, 6,777 were billed
6 at the higher “end block” rate of \$0.1326 per kilowatt hour rather than the “first block” rate of
7 \$0.078 per kilowatt hour.

8 52. Mr. Deien’s electric meter was accessible for City Light to take record meter
9 readings at all times during his tenancy. Mr. Deien received no notice of any kind from City
10 Light claiming that the electric meter was inaccessible, not functioning properly, or that there
11 had been any sort of system malfunction regarding his electric meter.

12 53. All City Light bills Mr. Deien received after the April 26 bill reflected electricity
13 usage of less than 600 kilowatt hours per month.

14 54. Mr. Deien paid two installments of the additional \$204 City Light demanded each
15 billing period. Because of this additional cost, Mr. Deien and his sister could no longer afford
16 their apartment and could not renew their lease in August 2018 as they had intended.

17 55. Sometime after City Light received Plaintiff’s Notice of Claim in which he
18 disputed the propriety and the amount City Light claimed to be owed, City Light referred the
19 disputed debt it claimed to collections, and Mr. Deien received telephone calls from a collection
20 agency.

21 **V. CLASS ACTION ALLEGATIONS**

22 56. Plaintiff brings this case as a class action under CR 23(a) and (b)(3) on behalf of:

23 All Seattle City Light customers billed for electricity based on
24 estimated usage within four years prior to the filing of this
25 Complaint and up through the entry of judgment.

26 Excluded from the Class are all customers for whom City Light’s records reflect that a meter was
27 unavailable for each estimated billing period. Also excluded are the judge and court staff

1 assigned to this case and the Terrell Marshall Law Group and its employees and their families.
2 Plaintiff reserves the right to redefine the Class or to add additional class definitions prior to
3 class certification.

4 57. Numerosity. The members of the Class are so numerous that joinder of all
5 members is impracticable. City Light sells electricity to nearly 450,000 customers. While the
6 exact number of members of the Class is not yet known, it is reasonable to believe that the Class
7 includes thousands of members.

8 58. Commonality and Predominance. There are numerous questions of law and fact
9 common to Plaintiff and members of the Class. Those common questions predominate over
10 questions that may affect only the Plaintiff or individual Class members. Adjudication of these
11 common issues in a single action has important and desirable advantages of judicial economy.
12 The questions of law and fact common to Plaintiff and members of the Class include, but are not
13 limited to, the following:

14 a. Whether City Light was permitted to use estimated meter readings without
15 first ascertaining that it could not obtain an actual meter reading;

16 b. Whether City Light calculated estimates based on a method other than
17 standard engineering practices;

18 c. Whether City Light's regular practice of using estimated meter readings
19 violates its contractual obligations to each of its customers, including its contractual duty of good
20 faith and fair dealing;

21 d. Whether City Light relied on estimated meter readings for more than four
22 months on a regular basis without showing good cause;

23 e. Whether City Light's practice of billing customers based on estimated
24 electricity usage constitutes an unfair or a deceptive act or practice under the Consumer
25 Protection Act;

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1 f. Whether Seattle City Light's practice of including all previously unbilled
2 kilowatt hours in a single bill is unfair to its customers because it causes electricity to be billed at
3 higher rates;

4 g. Whether City Light's bills at higher rates violate its contractual obligations
5 or are unfair or deceptive;

6 h. Whether City Light's common courses of conduct occurred in trade or
7 commerce and are injurious to the public interest;

8 i. Whether City Light's common courses of conduct cause Plaintiff and
9 Class members to be injured in their business or property;

10 j. Whether Plaintiff and the Class are entitled to an order enjoining City
11 Light from continuing to bill based on estimates and to collect amounts it then considers
12 unbilled;

13 k. The nature and extent of Class-wide injury and the measure of
14 compensation for such injury.

15 59. Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff's
16 claims, like the claims of the members of the Class, arise out of the same conduct by Defendant
17 and are based on the same legal and remedial theories.

18 60. Adequacy of Representation. Plaintiff will fairly and adequately protect the
19 interests of the Class. Plaintiff has retained competent and capable attorneys who are experienced
20 trial lawyers with significant experience in complex and class action litigation. Plaintiff and his
21 counsel are committed to prosecuting this action vigorously on behalf of the Class and have the
22 financial resources to do so. Neither Plaintiff nor his counsel have interests that are contrary to or
23 that conflict with those of the Class.

24 61. Superiority. Plaintiff and members of the Class have suffered harm and damages
25 as a result of Defendant's unlawful and wrongful conduct. Absent a class action, however, most
26 members of the Class would find the cost of litigating their claims prohibitive because the cost
27 would likely exceed the monetary value of each Class member's claim. Class treatment is

1 superior to multiple individual suits or piecemeal litigation because it conserves judicial
2 resources, promotes consistency and efficiency of adjudication, provides a forum for small
3 claimants, and deters illegal activities. There will be no significant difficulty in the management
4 of this case as a class action as the members of the Class are readily identifiable from
5 Defendant's records.

6 **VI. CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**

8 **BREACH OF CONTRACT / BREACH OF GOOD FAITH AND FAIR DEALING**

9 62. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
10 herein.

11 63. City Light entered into a contract with Plaintiff and with each class member when
12 the Plaintiff or class member applied for City Light services and was accepted by City Light or
13 when the class member received electric service from City Light. The terms of the governing
14 contract were drafted by City Light, and are enumerated in Seattle Municipal Code §§ 21.49 *et*
15 *seq.*

16 64. The contract directs that "Meters shall be read and bills rendered either monthly
17 or bimonthly ..." The contract allows City Light to use estimated meter readings if an accurate
18 meter reading is not obtained. Illustrations of non-exclusive types of reasons for not obtaining an
19 actual meter reading are listed as "the customer's failure to notify the Department [City Light],
20 meter failure, meter reading error, [and] clerical error and/or accounting system malfunction[.]"

21 65. To the extent City Light retained discretion in determining when an actual meter
22 reading was not available, it was required to exercise any such discretion in accordance with
23 principles of good faith and fair dealing.

24 66. City Light violated its contract or, at a minimum, its duty of good faith and fair
25 dealing by regularly using estimated meter readings without first determining that an actual
26 meter reading was not available.

27 67. In cases where City Light relied on an estimated rather than an actual meter

1 reading, the contract requires City Light to use standard engineering practices to develop the
2 estimate. Such standard practices include “regression analysis, customer loads, load comparison,
3 meter conditions and test readings.” The contract allows other methods to be used only if
4 estimates cannot be made using standard engineering techniques.

5 68. Whatever methods City Light used to reach its estimates, the contract and
6 applicable regulations further require City Light to detail the methods it used to estimate
7 customer bills in its tariff and to allow public access to this tariff.

8 69. City Light did not use standard engineering practices. Nor did it list the practices
9 it did use to reach its estimates on its publicly accessible tariff. City Light therefore breached its
10 contractual obligations to Plaintiff and members of the Class.

11 70. As a result of City Light’s breach of its contractual obligations, Plaintiff and
12 members of the Class have been damaged in amounts to be determined at trial.

13 71. In addition, each improper estimate and the resulting bill to each customer
14 constitutes a separate offense in violation of the contract adopted in the Seattle Municipal Code.
15 City Light is liable for the civil fines and forfeitures for each separate offense as stated in Seattle
16 Municipal Code § 21.49.140.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF THE CONSUMER PROTECTION ACT, RCW 19.86 *et seq.***

19 72. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
20 herein.

21 73. When City Light acts to provide electricity to customers and to charge customers
22 for this product and service, it acts in a proprietary rather than in a governmental capacity. In its
23 proprietary capacity, City Light is a “person” within the meaning of RCW 19.86.010.

24 74. City Light’s acts and practices set forth above are unfair or deceptive. Such
25 practices include using estimated meter readings to charge customers when actual meter readings
26 are available, using undisclosed methods to arrive at estimates that are disadvantageous to its
27 customers, failing to clearly designate that bills are the products of estimated usage and failing to

1 provide a method to promptly correct erroneous estimates, relying on estimates for extended
2 periods of time, and attributing any amounts it considers to be unbilled to higher rates than those
3 it would have billed its customers had it actually read their meters and billed accordingly.

4 75. City Light's conduct occurred in the course of trade or commerce.

5 76. City Light's conduct affects the public interest because it was part of a
6 generalized course of conduct affecting numerous customers in this State.

7 77. City Light's conduct proximately caused injury to Plaintiff and to Class members.
8 Customers were injured when City Light sent bills for many times more than any prior bill,
9 demanded payment of exorbitant amounts by threatening to cut off electric service, and when
10 customers paid more than they would have if all usage was billed at correct rates or paid for
11 electricity that the customer did not actually use.

12 78. Plaintiff and members of the Classes are therefore entitled to relief against
13 Defendant, including recovery of actual damages, treble damages, attorneys' fees, costs of suit,
14 and such further relief as the Court may deem proper.

15 79. Under RCW 19.86.090, Plaintiff and the Class are also entitled to an order
16 enjoining City Light from continuing to engage in the illegal practices described above.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF RCW 80.04 *et seq.* AND WAC 480-100**

19 80. Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set forth
20 herein.

21 81. Pursuant to RCW 80.04.010, City Light is both an electric company and a public
22 service company. As such, it is liable for its acts and omissions in violation of law.

23 82. Plaintiff and Class members have express statutory authority to challenge
24 unlawful conduct involving the utility.

25 83. City Light's practices described above violate rules and requirements that govern
26 public utilities under the authority of RCW 80.04 *et seq.*

27 84. City Light's conduct injured the Plaintiff and Class members, in that it caused

1 them to be charged in irregular and unexpected amounts and caused them to pay at the higher
2 rates than if they had been billed in accordance with applicable ordinance and regulations.

3 85. City Light's impermissible use of estimates and inflated billing practices were
4 willful.

5 86. In addition to damages it caused each Class member, City Light is liable for those
6 damages in an amount to be determined at trial and is liable for penalties provided under RCW
7 80.04.380 or 80.04.387.

8 **VII. PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays that the proposed Class be certified under Civil Rule 23
10 and judgment be entered against Defendant as follows:

11 A. Certify the proposed class;

12 B. Appoint Anthony Deien as representative of the Class, and appoint the
13 undersigned attorneys as counsel for the Class;

14 C. Enter judgment in favor of Plaintiff and the Class and against Defendant on all
15 causes of action alleged;

16 D. Award Plaintiff and Class members actual and consequential damages in an
17 amount to be determined at trial;

18 E. Award Plaintiff and Class members statutory damages, treble damages, costs and
19 attorney's fees under RCW 19.86.090, RCW 80.04.380 or .387, RCW 80.04.440, and SMC
20 21.49.125;

21 F. Issue an order permanently enjoining City Light from continuing to engage in the
22 wrongful practices described herein;

23 G. Award such other and further relief as may be just and equitable.
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1 RESPECTFULLY SUBMITTED AND DATED this 21st day of August, 2019.

2 TERRELL MARSHALL LAW GROUP PLLC

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— EXHIBIT A —

ELECTRIC RATES AND PROVISIONS

SCHEDULE RSC

RESIDENTIAL: CITY

Schedule RSC is for residential City customers, except those subject to Schedules REC and RLC.

Summer Billing Cycles (April - September)	Winter Billing Cycles (October - March)
ENERGY CHARGES:	
First 10 kWh per day at 5.06¢ per kWh	First 16 kWh per day at 5.06¢ per kWh
All additional kWh per day at 11.49¢ per kWh	All additional kWh per day at 11.49¢ per kWh
Base Service Charge: 16.07¢ per meter per day	

Section 21.49.030

- A. Schedule RSC is for residential city customers, except those subject to Schedules REC and RLC.
- B. Normal residential service shall be limited to single-phase.
- C. If Schedules RSC, RST and RSS are applied to transient occupancy in separately metered living units, billing shall be in the name of the owner on a continuous basis.
- D. Duplexes using a single meter prior to October 13, 1978 shall be considered as a single residence for the purpose of applying Schedules RSC, RST and RSS. For a new duplex or a larger service to an existing duplex, each residence shall be separately metered.
- E. All electrical service provided for domestic uses to a single residential account, including electrically heated swimming pools, shall have all consumption of electricity added together for billing on Schedules RSC, RST, RSS, RSH, and RSB.

ELECTRIC RATES AND PROVISIONS

SCHEDULE RSC

RESIDENTIAL: CITY

Schedule RSC is for residential City customers, except those subject to Schedules REC and RLC.

Summer Billing Cycles (April - September)	Winter Billing Cycles (October - March)
ENERGY CHARGES:	
First 10 kWh per day at 5.57¢ per kWh	First 16 kWh per day at 5.57¢ per kWh
All additional kWh per day at 11.89¢ per kWh	All additional kWh per day at 11.89¢ per kWh
Base Service Charge: 14.51¢ per meter per day	

Section 21.49.030

- A. Schedule RSC is for residential city customers, except those subject to Schedules REC and RLC.
- B. Normal residential service shall be limited to single-phase.
- C. If Schedules RSC, RST, RSS, RSH, and RSB are applied to transient occupancy in separately metered living units, billing shall be in the name of the owner on a continuous basis.
- D. Duplexes using a single meter prior to October 13, 1978 shall be considered as a single residence for the purpose of applying Schedules RSC, RST, RSS, RSH, and RSB. For a new duplex or a larger service to an existing duplex, each residence shall be separately metered.
- E. All electrical service provided for domestic uses to a single residential account, including electrically heated swimming pools, shall have all consumption of electricity added together for billing on Schedules RSC, RST, RSS, RSH, and RSB.

ELECTRIC RATES AND PROVISIONS

SCHEDULE RSC

RESIDENTIAL: CITY

Schedule RSC is for residential City customers, except those subject to Schedules REC and RLC.

Summer Billing Cycles (April - September)	Winter Billing Cycles (October - March)
ENERGY CHARGES:	
First 10 kWh per day at 5.96¢ per kWh	First 16 kWh per day at 5.96¢ per kWh
All additional kWh per day at 12.57¢ per kWh	All additional kWh per day at 12.57¢ per kWh
Base Service Charge: 14.83¢ per meter per day	

Section 21.49.030

- A. Schedule RSC is for residential city customers, except those subject to Schedules REC and RLC.
- B. Normal residential service shall be limited to single-phase.
- C. If Schedules RSC, RST, RSS, RSH, RSB, and RSE are applied to transient occupancy in separately metered living units, billing shall be in the name of the owner on a continuous basis.
- D. Duplexes using a single meter prior to October 13, 1978 shall be considered as a single residence for the purpose of applying Schedules RSC, RST, RSS, RSH, RSB, and RSE. For a new duplex or a larger service to an existing duplex, each residence shall be separately metered.
- E. All electrical service provided for domestic uses to a single residential account, including electrically heated swimming pools, shall have all consumption of electricity added together for billing on Schedules RSC, RST, RSS, RSH, RSB, and RSE.

ELECTRIC RATES AND PROVISIONS

SCHEDULE RSC

RESIDENTIAL: CITY

Schedule RSC is for residential City customers.

Summer Billing Cycles (April - September)	Winter Billing Cycles (October - March)
ENERGY CHARGES:	
First 10 kWh per day at 7.01¢ per kWh	First 16 kWh per day at 7.01¢ per kWh
All additional kWh per day at 12.88¢ per kWh	All additional kWh per day at 12.88¢ per kWh
Base Service Charge: 16.21¢ per meter per day	

Section 21.49.030

- A. Schedule RSC is for residential city customers.
- B. Normal residential service shall be limited to single-phase.
- C. If Schedules RSC, RST, RSS, RSH, RSB, RSE and RSL are applied to transient occupancy in separately metered living units, billing shall be in the name of the owner on a continuous basis.
- D. Duplexes using a single meter prior to October 13, 1978 shall be considered as a single residence for the purpose of applying Schedules RSC, RST, RSS, RSH, RSB, RSE and RSL. For a new duplex or a larger service to an existing duplex, each residence shall be separately metered.
- E. All electrical service provided for domestic uses to a single residential account, including electrically heated swimming pools, shall have all consumption of electricity added together for billing on Schedules RSC, RST, RSS, RSH, RSB, RSE and RSL.

21.49.030 - Residential rates (Schedules RSC, RST, RSS, RSH, RSB, RSE, and RSL)

- A. Schedules RSC, RST, RSS, RSH, RSB, RSE, and RSL are for all separately metered residential services. For all residential rate schedules, summer billing is defined as April 1 through September 30, and winter billing is defined as all other days. For all residential rate schedules, the First Block energy charge shall apply to the first 10 kWh per day for summer billing, and the first 16 kWh per day for winter billing. The End Block energy charge shall be applied to all additional kWh.

Schedule RSC (Residential: City)

RSC	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	16.61	17.52	17.97
First Block Energy Charge cents per kWh	7.68	8.89	9.89
End Block Energy Charge cents per kWh	13.06	13.06	13.06

Schedule RST (Residential: Tukwila)

RST	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	17.85	18.82	19.29
First Block Energy Charge cents per kWh	8.07	9.47	10.77
End Block Energy Charge cents per kWh	13.89	13.89	13.88

Schedule RSS (Residential: Suburban)

RSS	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	16.61	17.52	17.97
First Block Energy Charge cents per kWh	7.68	8.89	9.89
End Block Energy Charge cents per kWh	13.06	13.06	13.06

Schedule RSH (Residential: Shoreline)

RSH	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	17.94	18.93	19.41
First Block Energy Charge cents per kWh	8.11	9.52	10.83
End Block Energy Charge cents per kWh	13.96	13.96	13.96
North City Undergrounding Charge cents per kWh	0.07	0.07	0.07
Aurora 1 Undergrounding Charge cents per kWh	0.17	0.17	0.17
Aurora 2 Undergrounding Charge cents per kWh	0.18	0.18	0.18
Aurora 3A Undergrounding Charge cents per kWh	0.05	0.05	0.05

Aurora 3B Undergrounding Charge cents per kWh	0.22	0.22	0.22
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Schedule RSB (Residential: Burien)

RSB	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	17.61	18.57	19.05
First Block Energy Charge cents per kWh	7.96	9.34	10.63
End Block Energy Charge cents per kWh	13.70	13.70	13.70
First Avenue South 1 Undergrounding Charge cents per kWh	0.37	0.37	0.37
First Avenue South 2 Undergrounding Charge cents per kWh	0.13	0.13	0.13

Schedule RSE (Residential: SeaTac)

RSE	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	17.94	18.93	19.41
First Block Energy Charge cents per kWh	8.11	9.52	10.83
End Block Energy Charge cents per kWh	13.96	13.96	13.96

Schedule RSL (Residential: Lake Forest Park)

RSL	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Base Service Charge cents per meter per day	18.01	18.93	19.41
First Block Energy Charge cents per kWh	8.14	9.53	10.83
End Block Energy Charge cents per kWh	14.01	13.97	13.96

- B. Normal residential service shall be limited to single-phase.
- C. If Schedules RSC, RST, RSS, RSH, RSB, RSE, and RSL are applied to transient occupancy in separately metered living units, billing shall be in the name of the owner on a continuous basis.
- D. Duplexes using a single meter prior to October 13, 1978, shall be considered as a single residence for the purpose of applying Schedules RSC, RST, RSS, RSH, RSB, RSE, and RSL. For a new duplex or a larger service to an existing duplex, each residence shall be separately metered.
- E. All electrical service provided for domestic uses to a single residential account, including electrically heated swimming pools, shall have all consumption of electricity added together for billing on Schedules RSC, RST, RSS, RSH, RSB, RSE, and RSL.

(Ord. [125709](#), § 2, 2018; Ord. [125171](#), § 1, 2016; Ord. [124978](#), § 2, 2016; Ord. [124818](#), § 2, 2015; Ord. [124786](#), § 1, 2015; Ord. [124607](#), § 1, 2014; Ord. [124357](#), § 1, 2013; Ord. [123988](#), § 2, 2012; Ord. [123479](#), § 1, 2010; Ord. [123178](#), § 1, 2009; Ord. [122998](#), § 2, 2009; Ord. [122910](#), § 1, 2009; Ord. [122679](#), § 1, 2008; Ord. [122523](#), § 2, 2007; Ord. [122282](#), § 3, 2006; Ord. [121098](#), § 2, 2003; Ord. [120811](#), § 1, 2002; Ord. [120385](#), § 1, 2001; Ord. [120247](#), § 1, 2001; Ord. [120149](#), § 1, 2000; Ord. [119747](#), § 1(part), 1999; Ord. [118475](#), § 3, 1997; Ord. [117490](#), § 4, 1995; Ord. [116619](#), § 4, 1993; Ord. [115951](#), § 1, 1991; Ord. [114835](#), § 2, 1989; Ord. [114459](#), § 3, 1989; Ord. [112738](#) § 1(part), 1986; Ord. [112441](#), § 1, 1985; Ord. [111615](#)(part), 1984; Ord. [110919](#), § 1, 1982; Ord. [110733](#)(part), 1982.)

— EXHIBIT B —



Seattle City Light Bill

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 Or call 206-684-3000 or 1-800-862-1181 (out of area calls only)

Account Number
9226630693

ANTHONY M DEIEN
 1700 TAYLOR AVE N APT 101
 SEATTLE WA 98109-2922

Service Address
 1700 TAYLOR AVE N APT 101

Summary of charges as of June 25, 2018

Payments received after June 25, 2018 are not reflected.

Previous balance:	202.00
June 20, 2018 Payment - THANK YOU:	202.00 CR
Balance:	0.00
Current billing:	119.20
TOTAL AMOUNT DUE ON July 16, 2018	\$119.20

Rates include a 1.5 percent RSA Surcharge in effect as of August 1st, 2016

To pay by phone or to establish a pay plan, call (206) 684-3000 (Budget Billing accounts are not eligible for pay plans).

* Rate discounts available for income eligible seniors and other customer. Call 206-684-3000.

Summer rates are in effect April 1 through September 30.

DETAILED BILLING INFORMATION

Electric Service

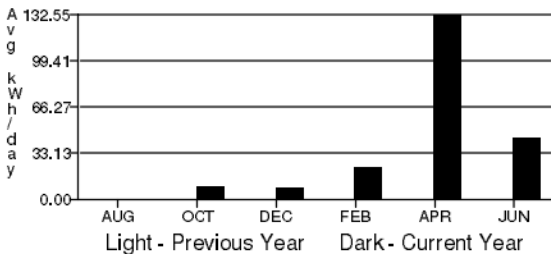
Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
May 08, 2018	Jun 21, 2018	0.00	674.00	1	674.00
Apr 24, 2018	May 08, 2018	3084.00	3474.00	1	390.00

Meter Number: 43878	Service Category: KWH	
Base Service Charge.....		2.19
Summer Residential Energy	130.00 KWH x \$0.078 per KWH	10.14
Summer Residential Energy	260.00 KWH x \$0.1326 per KWH	34.48
Base Service Charge.....		7.59
Summer Residential Energy	450.00 KWH x \$0.078 per KWH	35.10
Summer Residential Energy	224.00 KWH x \$0.1326 per KWH	29.70

Current Electric Service: 119.20

CURRENT BILLING: 119.20

Compare Your Electricity Usage



No. of days this period:	58	Same period last year:	n/a
kWh consumption this period:	1064	Same period last year:	n/a
Avg kWh per day:	44.98 kWh	Same period last year:	n/a
Avg kWh cost this period:	\$5.21/day		

Please tear off remittance stub below and mail it with your payment in the enclosed return envelope.

Please do not write messages on the bill stub, which is machine processed.

Seattle City Light Bill

Service Address: 1700 TAYLOR AVE N APT 101
 Account Number: 9226630693

DUE DATE: July 16, 2018

TOTAL AMOUNT DUE: \$119.20

Enter Amount Paid: \$ _____

Write account number on check. Please do not send cash.



Make check payable and mail to:

ANTHONY M DEIEN
 1700 TAYLOR AVE N APT 101
 SEATTLE WA 98109-2922



CITY OF SEATTLE
 PO BOX 35178
 SEATTLE WA 98124-5178



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Account Number
9226630693

ANTHONY M DEIEN
1700 TAYLOR AVE N APT 101
SEATTLE WA 98109-2922

Service Address
1700 TAYLOR AVE N APT 101

Summary of charges as of March 02, 2018

Payments received after March 02, 2018 are not reflected.

Previous balance:	215.34
January 25, 2018 Payment - THANK YOU :	215.34 CR
Balance:	0.00
Current billing:	155.33
TOTAL AMOUNT DUE ON March 23, 2018	\$155.33

Rates include a 1.5 percent RSA Surcharge in effect as of August 1st, 2016

To pay by phone or to establish a pay plan, call (206) 684-3000 (Budget Billing accounts are not eligible for pay plans).

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Summer rates are in effect April 1 through September 30.

DETAILED BILLING INFORMATION

Electric Service

Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
Dec 21, 2017	Feb 23, 2018	93607.00*	95131.00*	1	1524.00

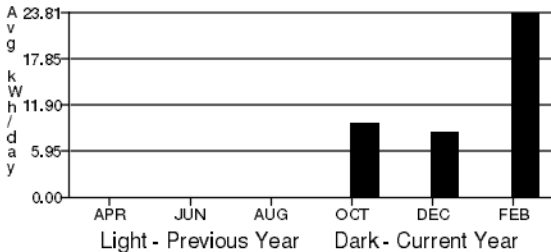
*Estimated Usage

Meter Number: 43878	Service Category: KWH
Base Service Charge.....	1.65
Winter Residential Energy 160.00 KWH x \$0.0697 per KWH	11.15
Winter Residential Energy 78.13 KWH x \$0.1293 per KWH	10.10
Base Service Charge.....	9.10
Winter Residential Energy 864.00 KWH x \$0.078 per KWH	67.39
Winter Residential Energy 421.88 KWH x \$0.1326 per KWH	55.94

Current Electric Service: 155.33

CURRENT BILLING: 155.33

Compare Your Electricity Usage



No. of days this period:	64	Same period last year:	n/a
kWh consumption this period:	1524	Same period last year:	n/a
Avg kWh per day:	23.81 kWh	Same period last year:	n/a
Avg kWh cost this period:	\$2.43/day		

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Seattle City Light Bill

Service Address: 1700 TAYLOR AVE N APT 101
Account Number: 9226630693

DUE DATE: March 23, 2018

TOTAL AMOUNT DUE: \$155.33

Enter Amount Paid: \$ _____

Write account number on check. Please do not send cash.



Make check payable and mail to:

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1700 TAYLOR AVE N APT 101
SEATTLE WA 98109-2922



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Account Number 9226630693

ANTHONY M DEIEN
1700 TAYLOR AVE N APT 101
SEATTLE WA 98109-2922

Service Address
1700 TAYLOR AVE N APT 101

Rates include a 1.5 percent RSA Surcharge in effect as of August 1st, 2016

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Summer rates are in effect April 1 through September 30.

Summary of charges as of April 26, 2018

Payments received after April 26, 2018 are not reflected.

Previous balance:	155.33
March 22, 2018 Payment - THANK YOU:	155.33 CR
Balance:	0.00
Current billing:	1,020.13
TOTAL AMOUNT DUE ON May 17, 2018	\$1,020.13

DETAILED BILLING INFORMATION

Electric Service

Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
Feb 23, 2018	Apr 24, 2018	95131.00*	3084.00	1	7953.00

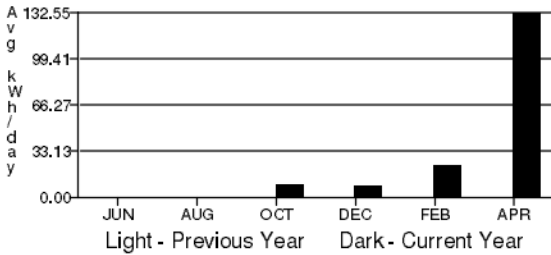
*Estimated Usage

Meter Number: 43878	Service Category: KWH	
Base Service Charge.....		10.12
Summer Residential Energy	240.00 KWH x \$0.078 per KWH	18.72
Summer Residential Energy	2941.20 KWH x \$0.1326 per KWH	390.00
Winter Residential Energy	576.00 KWH x \$0.078 per KWH	44.93
Winter Residential Energy	4195.80 KWH x \$0.1326 per KWH	556.36

Current Electric Service: 1,020.13

CURRENT BILLING: 1,020.13

Compare Your Electricity Usage



No. of days this period:	60	Same period last year:	n/a
kWh consumption this period:	7953	Same period last year:	n/a
Avg kWh per day:	132.55 kWh	Same period last year:	n/a
Avg kWh cost this period:	\$17.00/day		

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Seattle City Light Bill

Service Address: 1700 TAYLOR AVE N APT 101
Account Number: 9226630693

DUE DATE: May 17, 2018

TOTAL AMOUNT DUE: \$1,020.13

Enter Amount Paid: \$ _____
Write account number on check. Please do not send cash.



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1700 TAYLOR AVE N APT 101
SEATTLE WA 98109-2922



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SEATTLE WA 98124-5178



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Account Number
9226630693

ANTHONY M DEIEN
 1700 TAYLOR AVE N APT 101
 SEATTLE WA 98109-2922

Service Address
 1700 TAYLOR AVE N APT 101

Summary of charges as of June 25, 2018

Payments received after June 25, 2018 are not reflected.

Previous balance:	202.00
June 20, 2018 Payment - THANK YOU:	202.00 CR
Balance:	0.00
Current billing:	119.20
TOTAL AMOUNT DUE ON July 16, 2018	\$119.20

Rates include a 1.5 percent RSA Surcharge in effect as of August 1st, 2016

To pay by phone or to establish a pay plan, call (206) 684-3000 (Budget Billing accounts are not eligible for pay plans).

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Summer rates are in effect April 1 through September 30.

DETAILED BILLING INFORMATION

Electric Service

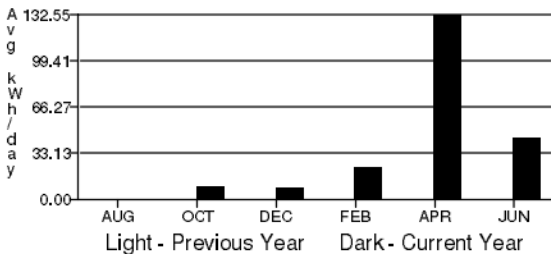
Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
May 08, 2018	Jun 21, 2018	0.00	674.00	1	674.00
Apr 24, 2018	May 08, 2018	3084.00	3474.00	1	390.00

Meter Number: 43878	Service Category: KWH	
Base Service Charge.....		2.19
Summer Residential Energy	130.00 KWH x \$0.078 per KWH	10.14
Summer Residential Energy	260.00 KWH x \$0.1326 per KWH	34.48
Base Service Charge.....		7.59
Summer Residential Energy	450.00 KWH x \$0.078 per KWH	35.10
Summer Residential Energy	224.00 KWH x \$0.1326 per KWH	29.70

Current Electric Service: 119.20

CURRENT BILLING: 119.20

Compare Your Electricity Usage



No. of days this period:	58	Same period last year:	n/a
kWh consumption this period:	1064	Same period last year:	n/a
Avg kWh per day:	44.98 kWh	Same period last year:	n/a
Avg kWh cost this period:	\$5.21/day		

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Seattle City Light Bill

Service Address: 1700 TAYLOR AVE N APT 101
 Account Number: 9226630693

DUE DATE: July 16, 2018

TOTAL AMOUNT DUE: \$119.20

Enter Amount Paid: \$ _____

Write account number on check. Please do not send cash.



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Account Number
9226630693

ANTHONY M DEIEN
1511 DEXTER AVE N APT 402
SEATTLE WA 98109

Service Address
1700 TAYLOR AVE N APT 101

Rates include a 1.5 percent RSA Surcharge in effect as of August 1st, 2016

To pay by phone or to establish a pay plan, call (206) 684-3000 (Budget Billing accounts are not eligible for pay plans).

* Rate discounts available for income eligible seniors and other customer. Call 206-684-3000.

Summer rates are in effect April 1 through September 30.

Summary of charges as of August 23, 2018

Payments received after August 23, 2018 are not reflected.

Previous balance:	119.20
July 23, 2018 Payment - THANK YOU:	119.20 CR
Balance:	0.00
Current billing:	247.25
TOTAL AMOUNT DUE ON September 13, 2018	\$247.25

DETAILED BILLING INFORMATION

Electric Service

Service From	Service Through	Previous Reading	Current Reading	kWh Multiplier	kWh Usage
Jun 21, 2018	Jul 31, 2018	674.00	1110.00	1	436.00

Meter Number: 2129599

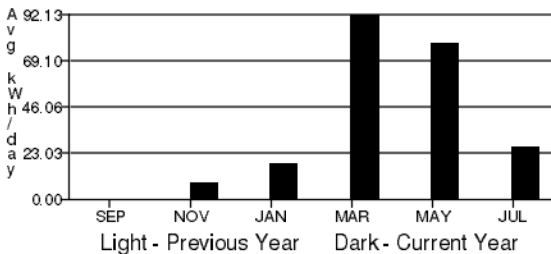
Service Category: KWH

Base Service Charge.....		6.74
Summer Residential Energy	400.00 KWH x \$0.078 per KWH	31.20
Summer Residential Energy	36.00 KWH x \$0.1326 per KWH	4.77
Current Electric Service:		42.71

Other Charges

Electric Payment Arrangement	204.54
Current Other Charges:	204.54
CURRENT BILLING:	247.25

Compare Your Electricity Usage



No. of days this period:	40	Same period last year:	n/a
kWh consumption this period:	436	Same period last year:	n/a
Avg kWh per day:	10.90 kWh	Same period last year:	n/a
Avg kWh cost this period:	\$1.07/day		

Please tear off remittance stub below and mail it with your payment in the enclosed return envelope.

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Seattle City Light Bill

Service Address: 1700 TAYLOR AVE N APT 101
Account Number: 9226630693

DUE DATE: September 13, 2018

TOTAL AMOUNT DUE: \$247.25

Enter Amount Paid: \$ _____

Write account number on check. Please do not send cash.



Make check payable and mail to:

ANTHONY M DEIEN
1511 DEXTER AVE N APT 402
SEATTLE WA 98109

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