

**BEFORE THE WASHINGTON STATE  
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND	)	
TRANSPORTATION COMMISSION,	)	DOCKET PG-060215
	)	
Complainant,	)	ORDER 02
	)	
v.	)	FINAL ORDER ACCEPTING
	)	SETTLEMENT AGREEMENT
PUGET SOUND ENERGY, INC.,	)	ON CONDITION
	)	
Respondent.	)	
	)	
.....	)	

1 **SYNOPSIS.** *The Commission approves and adopts, with one condition, the full Settlement Agreement proposed by the parties. The Commission imposes a penalty of \$1.25 million on PSE for the fraudulent actions of certain of its contractor employees in falsifying pipeline leak inspection records. The Commission also requires a third-party audit of the company’s gas safety program and a variety of additional quality control and quality assurance measures to ensure against future misconduct in recordkeeping. The condition eliminates provisions requiring Commission Staff to forbear from taking enforcement action against PSE unless any newly discovered violation amounts to a “serious” incident. The Commission emphasizes the responsibility of regulated utilities to ensure adequate safeguards are in place to protect the public, even when relying on contractor employees to achieve portions of their mission.*

**SUMMARY**

2 **NATURE OF PROCEEDING.** Docket PG-060125 involves a complaint brought by the Washington Utilities and Transportation Commission (Commission) Staff on May 23, 2007, alleging that Puget Sound Energy (PSE), through its contractor, Pilchuck Contractors, Inc. (Pilchuck), failed to: (1) follow PSE’s operations and maintenance (O&M) manual in conducting follow-up investigations of “phantom”

leak inspections, in violation of 49 CFR §192.605(a);<sup>1</sup> (2) maintain accurate leak records in violation of WAC 480-93-187; and (3) retain leak investigation records in violation of WAC 480-93-185.

3 **APPEARANCES.** Donald T. Trotter, Assistant Attorney General, Olympia, Washington, represents the Commission's regulatory staff (Commission Staff or Staff). Sheree Strom Carson, Perkins Coie, Bellevue, Washington, represents PSE.

4 **COMMISSION DECISION.** We find reasonable the terms of the parties' Settlement Agreement (Settlement or Agreement), in which PSE concurs that certain Pilchuck employees intentionally violated PSE's Standards Manual and thereby violated Commission rules regarding accuracy of records. Given the serious nature of the conduct in this case, we also find it reasonable to impose a financial penalty of \$1.25 million on PSE.

5 Further, we find it reasonable to require PSE to work with Staff to improve the company's leak records system to implement fraud prevention measures. We also find it reasonable to require PSE to submit quality control (QC) and quality assurance (QA) plans for Pilchuck, PSE's own personnel, and for each of its other contractors performing gas safety activities. These QC/QA plans shall be implemented following review and acceptance by Staff.

6 Finally, we find reasonable PSE's agreement to submit to a third-party audit of PSE's mandated gas safety program. This audit is to be conducted by an independent consultant selected in conjunction with, and agreed to by, Staff. In addition to addressing the issues raised in this docket, the consultant will evaluate PSE's operations and those of PSE's contractors and agents against current industry practices and standards and provide recommendations on opportunities for program changes and/or process improvements. Given that this audit is intended to delve into matters beyond the scope of the Complaint filed in this case, we find it reasonable that PSE should bear the burden of at least the initial \$250,000 the audit may cost. PSE may seek to justify recovery in rates of audit expenses exceeding this amount.

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<sup>1</sup> This federal regulation was adopted by WAC 480-93-999 and is thereby applicable in Washington.

- 7 We condition approval of the Settlement on the removal of the provision that Staff will forbear from taking enforcement action against PSE unless an alleged incident rises to the level of a “serious” incident as defined in the Agreement (*i.e.*, personal injury requiring in-patient hospitalization, loss of life, or property damage or loss of \$50,000 or more). Where an incident may be linked to intentional misconduct or fraudulent behavior, we find it contrary to the public interest to forbear from possible enforcement action where there is actual harm, even if the harm is not “serious.” The remaining forbearance provisions in the Settlement are acceptable.
- 8 The Settlement terms, as modified by this condition, satisfactorily resolve the issues raised in the Complaint.
- 9 We conclude that it is in the public interest to approve and adopt the Settlement, subject to condition.

## MEMORANDUM

### **I. Background and Procedural History**

- 10 In December 2005, the Commission’s Pipeline Safety Division Staff received an anonymous phone call alleging improper recordkeeping practices and possible falsification of records by Pilchuck employees.<sup>2</sup> Shortly thereafter, Staff initiated a formal investigation and obtained a printout from PSE listing records of 6,313 active leaks the company had identified between January 1, 2002, and the end of 2005.<sup>3</sup> From that list, Staff selected 749 “phantom leaks” for closer inspection, eventually identifying 84 certain violations involving intentional falsification of records.<sup>4</sup> From this, Staff concluded that PSE, via Pilchuck, violated procedures in PSE’s O&M manual and recordkeeping regulations for roughly 10 percent of the phantom leaks.<sup>5</sup>

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<sup>2</sup> Exh. 8, PSE Response to Staff Data Request No. 007, Question 1. PSE had contracted with Pilchuck to perform leak inspections and maintain related records. Exh. 1, Complaint, ¶ 4; *see also* Exh. 2, Amended Answer, ¶ 7, and Exh. 5, ¶ 18-21.

<sup>3</sup> Exh. 5, Report of Investigation, ¶ 55.

<sup>4</sup> Exh. 5, Report of Investigation, ¶ 56.

<sup>5</sup> *Id.*

- 11 On May 23, 2007, Staff filed a formal complaint against PSE in Docket PG-060215 asserting that PSE had violated 49 CFR §192.605(a) by failing to adhere to its O&M manual in conducting follow-up investigations of “phantom” leaks, violated WAC 480-93-187 by failing to maintain accurate leak records, and also violated WAC 480-93-185 by not retaining leak investigation records. *Exhibit 1*. The majority of incidents alleged in the Complaint involved intentional falsification of PSE gas safety records by certain employees of Pilchuck Contractors, Inc.
- 12 On June 12, 2007, PSE filed an Answer to the Complaint. On July 31, 2007, PSE filed a First Amended Answer. *Exhibit 2*. In these pleadings, PSE admitted that certain violations may have occurred, but asserted that the violations did not represent knowing or intentional conduct by PSE. Further, PSE noted that upon learning of the alleged violations, it immediately cooperated with Staff’s investigation, conducted its own investigation, and worked with Pilchuck to correct the violations and prevent any recurrence.
- 13 Following a prehearing conference on June 27, 2007, Commission Staff issued data requests to PSE and arranged to depose seven current and two former Pilchuck employees. These efforts culminated in a Commission Staff Report of Investigation. *Exhibit 5*.
- 14 On March 3, 2008, the parties filed a full settlement agreement with the Commission, resolving all allegations in the Complaint. *Exhibit 3*. The parties filed a Narrative Supporting Settlement Agreement on March 10, 2008. *Exhibit 4*.
- 15 On March 14, 2008, the Commission issued two bench requests to the parties concerning the terms of the Settlement. On March 21, 2008, counsel for Staff filed the joint responses of the parties to Bench Request Nos. 1 and 2.
- 16 The Commission held a hearing on the proposed settlement on March 25, 2008, in Olympia, Washington, with Chairman Mark H. Sidran, Commissioners Patrick J. Oshie and Philip B. Jones, and Administrative Law Judge Adam E. Torem presiding.

## II. Proposed Settlement

- 17 PSE and Staff have entered into a full Settlement Agreement resolving all issues in the Complaint. The Settlement addresses PSE's responsibility for Pilchuck's intentional falsification of gas safety records as well as other violations of recordkeeping rules. The Settlement also seeks approval of a variety of remedial measures to prevent any recurrence.
- 18 PSE admits that certain Pilchuck employees violated PSE's Standards Manual, resulting in PSE's own violations of Commission regulations regarding accuracy of records.<sup>6</sup> In recognition of the seriousness of these offenses, PSE will pay a monetary penalty to the Commission in the amount of \$1,250,000 and agrees not to seek recovery of this penalty through rates.<sup>7</sup>
- 19 PSE agrees to work with Staff to implement changes to its leak records system designed to preclude entry of fraudulent data. PSE will establish auditable records for each PSE employee and for each PSE contractor employee performing leak repair or leak surveillance work.<sup>8</sup> Further, PSE will assure sequential numbering of all leak work orders, as previously required in Docket UG-920487.<sup>9</sup> In addition, PSE will evaluate the use of a paperless records system.<sup>10</sup>
- 20 PSE agrees to develop new gas safety quality control (QC) and quality assurance (QA) plans for all employees performing gas safety related activities; these QC/QA plans will govern not only PSE employees but also the employees of each of PSE's contractors.<sup>11</sup> Due to the specific facts giving rise to this case, PSE will first submit its QC/QA plans for Pilchuck, followed several months later by individual QC/QA plans for its own personnel and all of its contractors performing this work. In addition to these specific plans, PSE is committed to continuing its dialogue with Staff regarding process and performance improvements.<sup>12</sup>

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<sup>6</sup> Exh. 3, Settlement, ¶ 10. *See also* Exh. 4, Narrative, ¶¶ 9, 14 and 34, as well as Exh. 2, Amended Answer, ¶ 6.

<sup>7</sup> Exh. 3, Settlement, ¶ 21. *See also* Exh. 4, Narrative, ¶¶ 14, 21, 32 and 36.

<sup>8</sup> Exh. 3, Settlement, ¶ 11.

<sup>9</sup> Exh. 3, Settlement, ¶ 12; *see also* Exh. 4, Narrative, ¶ 17.

<sup>10</sup> Exh. 3, Settlement, ¶ 13.

<sup>11</sup> Exh. 3, Settlement, ¶¶ 14-18; *see also* Exh. 4, Narrative, ¶¶ 13 and 23.

<sup>12</sup> Exh. 3, Settlement, ¶ 19; PSE and Staff initiated these discussions in September 2007 under administrative docket A-071529.

- 21 PSE and Staff agree to cooperate in the development of a third-party audit plan of the company's gas safety activities, including areas beyond the scope of the Complaint in this matter. PSE and Staff will select a mutually agreeable independent consultant to evaluate PSE's operations and those of all PSE contractors or agents against contemporary industry practices and standards. Following the audit, PSE will implement agreed upon recommendations. PSE is obligated to pay the first \$250,000 of audit costs without seeking recovery in rates. PSE may choose to seek recovery through rates of audit expenses over this amount.<sup>13</sup>
- 22 Finally, in consideration of the monetary penalty and other commitments made by PSE in the Settlement, Staff agrees to forbear from potential future enforcement actions in a variety of categories, as discussed below.<sup>14</sup>
- 23 Recognizing that additional similar intentional recordkeeping violations may be uncovered as the parties implement the Settlement, Staff agrees to forbear from further enforcement actions unless such intentional acts occur after July 1, 2007, were performed by or at the direction of a PSE management employee, or are found to be part of a significantly more widespread pattern of misconduct than alleged in the Complaint.<sup>15</sup>
- 24 Second, given PSE's commitment to make changes to its leak records system, including renewed attention to sequential numbering of leak records, Staff agrees to forbear from enforcement actions for potential violations of an existing Settlement and Operating Agreement from Docket UG-920487 relating to sequential numbering of leak records.<sup>16</sup>
- 25 Finally, PSE and Staff included the following forbearance language in the Settlement:

Nothing in this Agreement affects the ability of the Staff to recommend penalties or other remedy for any violation of any statute, rule or provision in PSE's gas safety standards manual that leads to serious personal injury (*i.e.*, requires in-patient hospitalization), loss of life, or property damage or

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<sup>13</sup> Exh. 3, Settlement, ¶ 20.

<sup>14</sup> Exh. 3, Settlement, ¶ 22-25; Exh. 4, Narrative, ¶ 15.

<sup>15</sup> Exh. 3, Settlement, ¶ 23.

<sup>16</sup> Exh. 3, Settlement, ¶ 24.

loss of \$50,000 or more. PSE may contest any such enforcement action based on such a violation or violations, but PSE will not use anything in this Agreement as limiting any such enforcement action.<sup>17</sup>

This language recurs in Paragraph 2H of Attachment A to the Settlement.

### III. Discussion and Decision

26 The Commission may accept a proposed settlement, with or without conditions, or may reject it.<sup>18</sup> In reviewing a settlement, we must “determine whether a proposed settlement meets all pertinent legal and policy standards.”<sup>19</sup> Specifically, we may approve settlements “when doing so is lawful, when the settlement terms are supported by an appropriate record, and when the result is consistent with the public interest in light of all the information available to the Commission.”<sup>20</sup> The Commission has described this standard as “a three-part inquiry”:

(1) We ask whether any aspect of the proposal is contrary to law; (2) We ask whether any aspect of the proposal offends public policy; and (3) We ask if the evidence supports the proposed elements of the Settlement Agreement as a reasonable resolution of the issue(s) at hand.<sup>21</sup>

27 Having reviewed the Settlement and accompanying Narrative, the responses to bench requests, and having heard testimony, we find that the Settlement largely satisfies these criteria for the reasons discussed below. We approve the Settlement on condition that the forbearance provisions limiting Staff from initiating enforcement action against PSE unless an alleged violation amounts to a “serious” incident be stricken from the Settlement Agreement and its Attachment A. We further condition our approval upon what we believe is a clarification consistent with the intent of the parties; that forbearance does not apply to any violation occurring after July 1, 2007.

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<sup>17</sup> Exh. 3, Settlement, ¶ 25.

<sup>18</sup> WAC 480-07-750(2).

<sup>19</sup> WAC 480-07-740.

<sup>20</sup> WAC 480-07-750(1).

<sup>21</sup> *Washington Utilities and Transportation Commission v. PacifiCorp d/b/a Pacific Power & Light Co.*, Docket UE-032065, Order 06 at 26, ¶ 59 (October 2004) [*WUTC v. PacifiCorp*].

- 28 As reflected by state and federal regulations, comprehensive, accurate and reliable recordkeeping is the linchpin of gas pipeline safety. Intentional misconduct and the falsification of records not only undermines the regulatory regime, it directly threatens public safety. Simply put, the behavior at issue here is intolerable.
- 29 The magnitude of the penalty being assessed against PSE indicates the seriousness with which the Commission views the violations committed by Pilchuck employees in this case. The purpose of the penalty is not only to punish the misbehavior (for which PSE bears ultimate responsibility), but to serve as a deterrent to other pipeline operators. Companies and their contractors must diligently protect the integrity of leak and safety-related records or face serious consequences.
- 30 Nevertheless, the Commission commends PSE for how it handled this situation: admitting responsibility, taking corrective action, and cooperating with the Commission's regulatory staff to investigate the extent of the problem. PSE has taken circumstances involving fraudulent conduct by contractor employees and created an opportunity for corporate introspection and improvement. It is apparent that PSE understands its responsibility to ensure compliance with Commission regulations and maintain accountability to the public.
- 31 The provisions in the Settlement concerning the third-party audit are appropriate. PSE agrees to an independent review of the entirety of its gas safety programs, both those it retains in-house and those it contracts out to other entities. We will be interested to review the results of this audit and PSE's response, particularly in the area of management and oversight of its outside contractors, such as Pilchuck.
- 32 Staff's agreement to forbear from potential enforcement actions as described in paragraphs 22-24 of the Settlement appears sensible on its face. We recognize that as further investigation and the third-party audit go forward, it is quite possible that additional recordkeeping violations of the type alleged in the Complaint will be unearthed. Although Staff's investigation into this matter was thorough and complete, the third-party audit will be wider ranging and may find fault in other recordkeeping practices. PSE's willingness to open itself to independent audit would be discouraged by the threat of unlimited sanctions.

- 33 We find the majority of the forbearance provisions of the Settlement reasonable and in the public interest. Under the terms of the Settlement, PSE’s willingness to work with Staff to improve its regulatory compliance programs and procedures outweighs the potential harm to the public if similar recordkeeping violations from the past are discovered in auditing the company. Further, the Settlement expressly allows for additional enforcement action if the audit or other investigative efforts discover any new intentional act that:
- (a) Occurred after July 1, 2007; *and/or*
  - (b) Was performed by or at the direction of a PSE management employee; *and/or*
  - (c) Is part of a significantly more widespread pattern than the conduct alleged in the Complaint.<sup>22</sup> (emphasis added)
- 34 The use of the conjunctive “and/or” in this context is confusing. We note that in explaining these exceptions to forbearance the Narrative Supporting Settlement Agreement does not use “and”, but only the disjunctive “or”.<sup>23</sup> The Narrative suggests that if any one factor is present (*e.g.*, an alleged violation after July 1, 2007) then there is no forbearance even if the other conditions (*i.e.*, at the direction of management or part of a widespread pattern) are not present.
- 35 We find each of these criteria, a time limit, management involvement or a widespread pattern of misconduct, to be independent grounds to limit forbearance. Conjoining them would unduly restrict Staff’s enforcement duties and be contrary to the public interest. We believe it is consistent with the intent of the parties, but in any event required by the public interest, to condition approval of the Settlement upon striking the word “and” from “and/or” in paragraph 23, subparagraphs (a) and (b).
- 36 As conditioned, these provisions sufficiently preserve Staff’s ability to enforce the Commission’s recordkeeping rules under the circumstances presented here.

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<sup>22</sup> Exh. 3, Settlement, ¶ 23; *see also* Exh. 4, Narrative, ¶¶ 15.

<sup>23</sup> Exh. 4, Narrative, ¶ 15 and ¶ 27.

37 Further, given PSE's renewed commitment to ensure sequential numbering of its leak records now and in the future, we find it reasonable to forbear from pursuing additional action against the company for potential violations of an existing Settlement and Operating Agreement in Docket UG-920487, so long as any such violations occurred prior to the date of this Order. Failure to adhere to a previously ordered numbering regimen designed to keep records more accessible and intelligible is not without consequence, but this type of violation does not normally result in harm to the public. PSE has agreed to ensure no further breach of this prior Settlement and Operating Agreement.

38 We are troubled, however, by paragraph 25 of the Settlement, which provides that Staff will *not* take enforcement action if PSE is found to have violated a statute, rule, or provision of its own gas safety standards manual unless that violation led to a death, serious personal injury requiring in-patient hospitalization, or property damage or loss of \$50,000. As we understand it, under this provision a leak which caused actual harm below the "serious" threshold could not be pursued by Staff even if the leak were found to be connected to the type of intentional misconduct found in the records before us. Although the likelihood of such an occurrence is small,<sup>24</sup> we believe forbearance in this context is contrary to the public interest. Such a decision should be made only when the facts and circumstances are known.

39 Therefore, we strike this particular forbearance provision and condition our approval of the Settlement accordingly.

40 Settlements "are by nature compromises of more extreme positions that are supported by evidence and advocacy."<sup>25</sup> We find the overall result in this Settlement, with the condition described above, to be reasonable, well supported by the evidence, in the public interest, and lawful. The Settlement fully resolves the allegations made in the Complaint, conserving valuable party and Commission resources that would otherwise be devoted to litigation. Following an independent audit, PSE will be in a

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<sup>24</sup> The limitation at issue only applies to acts before July 1, 2007. At the time of the settlement hearing, Staff was not aware of any such incidents of actual harm linked to falsified records. However, because the Complaint is based on a sample of approximately 10% of records between 2002 and 2005 and because Staff did not investigate the leak records of every known incident resulting in harm during this period, it is possible that there are such incidents related to falsified records.

<sup>25</sup> *WUTC v. PacifiCorp*, ¶ 61.

better position both to assess its own internal compliance with gas safety practices and recordkeeping and to oversee its contractors' compliance.

41 In sum, after reviewing the Settlement and the record, we approve it on the condition explained above.

### **FINDINGS OF FACT**

42 Having discussed above in detail the evidence received in this proceeding concerning all material matters, and having stated findings and conclusions upon issues in dispute among the parties and the reasons therefore, the Commission now makes and enters the following summary findings of fact, incorporating by reference pertinent portions of the preceding detailed findings:

- 43 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington, vested by statute with authority to regulate rates, rules, regulations, practices, and accounts of public service companies, including gas companies.
- 44 (2) Puget Sound Energy, Inc., is a "public service company" and a "gas company," as those terms are defined in RCW 80.04.010, and as those terms otherwise are used in Title 80 RCW. PSE is engaged in Washington in the business of supplying utility services and natural gas to the public for compensation.
- 45 (3) On May 23, 2007, Commission Staff filed a formal complaint against PSE in Docket PG-060215 asserting that PSE violated Commission recordkeeping rules through the intentional falsification of PSE gas safety records by certain employees of Pilchuck Contractors, Inc.
- 46 (4) On March 3, 2008, the parties filed a full Settlement Agreement that, if approved, would resolve all issues in the Complaint.
- 47 (5) PSE admits and accepts responsibility for the fraudulent actions of Pilchuck's contractor employees.

- 48 (6) A penalty of \$1,250,000 is an appropriate sanction for the violations and will help deter similar future violations.
- 49 (7) Implementation of quality control and quality assurance programs, as specified in this Order, will promote compliance with gas safety recordkeeping rules. These program and process improvements, in combination with the required third-party audit, will improve the safety of PSE's natural gas pipeline facilities.
- 50 (8) In the context of this proceeding, forbearance, in which the Commission Staff will not request penalties for violations similar to those in the Complaint, subject to the exceptions specified in this Order, will better allow PSE and Staff to focus on remediation.

### CONCLUSIONS OF LAW

- 51 Having discussed above all matters material to this decision, and having stated detailed findings, conclusions, and the reasons therefore, the Commission now makes the following summary conclusions of law incorporating by reference pertinent portions of the preceding detailed conclusions:
- 52 (1) The Washington Utilities and Transportation Commission has jurisdiction over the subject matter of, and parties to, this proceeding.
- 53 (2) PSE, through its contractor Pilchuck, committed numerous intentional violations of Commission rules relating to recordkeeping for its pipeline facilities for the transportation of natural gas in the state of Washington.
- 54 (3) The Settlement Agreement filed by the parties on March 3, 2008, holds PSE accountable for the unlawful conduct of its contractor Pilchuck.
- 55 (4) Paragraph 23 of the proposed Settlement, subparagraphs (a) and (b), describes exceptions to forbearance from future enforcement by Commission Staff using the conjunctive "and/or". The use of the conjunctive "and" appears contrary

to the intent of the parties as described in the Narrative Supporting Settlement Agreement and further is contrary to the public interest by unduly restricting Staff's enforcement duties. Therefore, the word "and" should be stricken from paragraph 23, subparagraphs (a) and (b).

- 56 (5) Paragraph 25 of the proposed Settlement, requiring Staff to forbear from future enforcement action unless a violation causes a specified level of injury or damage, is not in the public interest and should be stricken from the Settlement.
- 57 (6) Approval and adoption of the Settlement, attached as an appendix to this Order and incorporated by this reference, as conditioned, is in the public interest, is a reasonable resolution of the disputed issues, and is lawful.
- 58 (7) The Commission should retain jurisdiction to effectuate the terms of this Order.

### **ORDER**

#### **THE COMMISSION ORDERS:**

- 59 (1) The Settlement Agreement filed by the Parties on March 3, 2008, which is attached as an appendix to this Order and incorporated by reference, is approved and adopted, subject to the conditions that the word "and" is stricken from "and/or" in paragraph 23, subparagraphs (a) and (b), and the forbearance provisions of paragraph 25 be stricken entirely from both the Settlement Agreement and all other places it is mentioned in the supporting documents, including the end of paragraph 2H in Attachment A.
- 60 (2) Puget Sound Energy, Inc., must pay a penalty in the amount of \$1,250,000 within fifteen (15) calendar days of the date of this Order and shall not seek recovery of this penalty through rates.
- 61 (3) PSE will adhere to its commitments to improve its leak records system, submit quality control and quality assurance plans, and submit to a third-party audit as set out in the Settlement Agreement. PSE shall be responsible for at least the

first \$250,000 in audit costs, but may seek recovery in rates of audit expenses exceeding this amount.

- 62 (4) Commission Staff will forbear recommending penalties for violations of the sort identified in the Complaint unless they occur after July 1, 2007, or are committed by or at the direction of a PSE management employee, or if such newly discovered violations are significantly more widespread than the conduct alleged in the Complaint. Commission Staff will also forbear from recommending penalties for PSE's failures to sequentially number its leak records that occurred prior to the date of this Order.
- 63 (5) Commission Staff shall not be precluded from recommending enforcement action for any recordkeeping violation that results in actual injury or damage.
- 64 (6) The Commission retains jurisdiction to effectuate the terms of this Order.

Dated at Olympia, Washington, and effective April 3, 2008.

**WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION**

**MARK H. SIDRAN, Chairman**

**PATRICK J. OSHIE, Commissioner**

**PHILIP B. JONES, Commissioner**

**NOTICE TO PARTIES: This is a final order of the Commission. In addition to judicial review, administrative relief may be available through a petition for reconsideration, filed within 10 days of the service of this order pursuant to RCW 34.05.470 and WAC 480-07-850, or a petition for rehearing pursuant to RCW 80.04.200 or RCW 81.04.200 and WAC 480-07-870.**

# **Appendix**