

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

ILIAD WATER COMPANY,
LLC,

Respondent.

DOCKET UW-190613

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Staff), Public Counsel Unit of the Washington State Attorney General’s Office (Public Counsel), and Iliad Water Company, LLC, (Iliad Water or Company) (collectively “the Parties”), through their authorized representatives, enter into the following settlement agreement (Agreement) to resolve all issues in Docket UW-190613, which concern the imposition of penalties based on violations outlined in the complaint.

2 This Agreement is a “full settlement” as defined in WAC 480-07-730(1) because it is entered into by all Parties and resolves all issues raised in the docket. This Agreement is subject to the review and disposition by the Washington Utilities and Transportation Commission (Commission) to determine whether it complies with the applicable legal requirements and whether approval of the Agreement is consistent with the public interest. WAC 480-07-740-750.

II. TERMS OF AGREEMENT

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The Parties have reached an Agreement on the issues raised in the above docket and present this Agreement for the Commission's consideration and approval. The Parties therefore adopt the following Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding:

- Customer refunds: Iliad Water shall refund customers the \$3,859.50 outlined in the complaint, and shall provide Staff and Public Counsel proof of all refunds to customers. If refunds have already been issued prior to this Agreement, Iliad Water will provide proof of those refunds. Once Staff and Public Counsel verify the prior refunds, they will be acknowledged and counted against the total customer refund amount due.
- Violations: Iliad Water admits to the violations described in the complaint. In the interest of expediency and to avoid the costs associated with a hearing, Iliad Water agrees to pay the penalties associated with the violations as described below.
- Monetary penalty: The Commission will impose a penalty of \$28,240, with \$22,640 suspended for a period of two years from the effective date of the Commission order approving this settlement, based on the above violations. The suspended penalty will be immediately due if Iliad Water commits a violation of the type complained of in this docket. The suspended penalty will be waived after the two year period provided that Iliad Water does not commit violations of the type complained of in this docket during this period.

- Payment plan: \$5,600 of the total \$28,240 in penalties shall be paid by Iliad Water through a payment plan, which will be submitted to this docket within thirty (30) days of a Commission order accepting this settlement.
- Compliance plan: Iliad Water shall work with Staff and Public Counsel to draft and submit a compliance plan, which shall be filed in this docket within thirty (30) days of a Commission order accepting this settlement.
- Future enforcement of allegations set forth in complaint: Staff confirms that it will not pursue further enforcement against Iliad Water arising out of any of the allegations set forth in Docket UW-190613.

III. GENERAL PROVISIONS

4 Public interest: The Parties submit that this Agreement promotes the public interest, and that it is appropriate for the Commission's acceptance without conditions under WAC 480-07-750(2)(a).

5 Effective date: This Agreement is effective on the service date of a final Commission order approving this Agreement, or on the date that an initial order approving this Agreement becomes a final order pursuant to WAC 480-07-825(7), which ever occurs first.

6 Advocacy: The Parties agree to cooperate in submitting this Agreement promptly to the Commission for acceptance. The Parties agree to support adoption of this Agreement in proceedings before the Commission. No party to this Agreement or its agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of this Agreement.

7 Construction: This Agreement shall not be construed against any party solely because that party was a drafter of the Agreement.

8 Other proceedings: This Agreement is for settlement purposes only and shall have no precedential or preclusive effect in other proceedings. In the event this Agreement does not become effective, this Agreement shall be null and void, with no binding effect on the Parties and with no precedential or preclusive effect on the Parties regarding the continued litigation in this docket. In the event that the Commission rejects all or any portion of this Agreement, or accepts the settlement upon conditions not proposed in this Agreement, each party reserves the right to withdraw from this Agreement by written notice to the other party and the Commission. Written notice must be served within 10 business days of service of the Order rejecting part or all of this Agreement or imposing conditions not proposed in this Agreement. In such event, neither party will be bound or prejudiced by the terms of this Agreement, and the Parties agree to cooperate in developing a procedural schedule.

9 Settlement discussions: The Parties have entered into this Agreement to avoid further expense, inconvenience, uncertainty, and delay. As such, conduct, statements, and documents disclosed during negotiations of this Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Agreement or any Commission order fully adopting those terms.

10 Final agreement: The Parties have negotiated this Agreement as an integrated document to be effective upon execution. This Agreement supersedes all prior oral and written agreements on issues addressed herein.

11 Counterparts: The Parties may execute this Agreement in counterparts and as executed shall constitute one agreement. A signed signature page sent by facsimile or email is as effective as an original document.

Authorized representatives: Each person signing this Agreement warrants that he or she has authority to bind the party that he or she represents.

DATED this ___ day of January 2020.

ILIAD WATER COMPANY

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

RICHARD FINNIGAN, WSBA No.6443
Attorney for Iliad Water

NASH CALLAGHAN, WSBA No. 49682
Assistant Attorney General
(360) 664-1187
nash.callaghan@utc.wa.gov
Attorney for Commission Staff

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General

ANN PAISNER, WSBA No. 50202
Assistant Attorney General
(206) 521-3211
ann.paisner@atg.wa.gov
Attorney for Public Counsel

Authorized representatives: Each person signing this Agreement warrants that he or she has authority to bind the party that he or she represents.

DATED this 16th day of January 2020.

ILIAD WATER COMPANY

WASHINGTON UTILITIES AND
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ROBERT W. FERGUSON
Attorney General



RICHARD FINNIGAN, WSBA No. 6443
Attorney for Iliad Water

NASH CALLAGHAN, WSBA No. 49682
Assistant Attorney General
(360) 664-1187
nash.callaghan@utc.wa.gov
Attorney for Commission Staff

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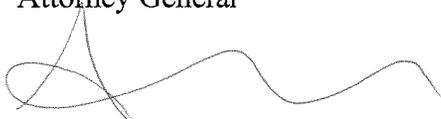
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