BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION, Complainant, v. PACIFICORP d/b/a PACIFIC POWER & LIGHT COMPANY, Respondent.	Docket No. UE-250224 PACIFICORP'S PETITION FOR INTERLOCUTORY REVIEW OF ORDER 05

I. INTRODUCTION

1. In accordance with WAC 480-07-810, PacifiCorp dba Pacific Power & Light Company (PacifiCorp or Company) requests that the Washington Utilities and Transportation Commission (Commission) review and modify Order 05, the Order Granting Motion to Compel, which was served on July 17, 2025 (hereinafter, the Order).

2. The Order resolved a discovery dispute between PacifiCorp and Public Counsel Unit of the Washington State Attorney General's Office (Public Counsel) related to the production of materials PacifiCorp prepared exclusively for confidential settlement negotiations held in accordance with the Commission-approved 2020 Protocol and Washington Inter-Jurisdictional Allocation Methodology (WIJAM). The Order erroneously concluded that the cost allocation negotiations required by the 2020 Protocol were not covered by the Commission' s alternative dispute resolution (ADR) rule,[1] even

[1] Order, at ¶ 25 (July 17, 2025).

though the rule applies broadly to "any mechanism" to resolve disputes, including negotiations agreed to by participants "at any time without commission oversight."[2]

3. In particular, the Order erred when it concluded the ADR rule does not apply to any settlement negotiations occurring as part of PacifiCorp's Multi-State Process (MSP), including those negotiations required by the Commission-approved 2020 Protocol, because: (1) the Commission did not establish the MSP; (2) the MSP is "outside Commission jurisdiction" because it is "not a Commission led process, nor was it established or sanctioned by the Commission as part of any proceeding"; and (3) the MSP "was not the topic of any particular docket or adjudication – and has only been vaguely mentioned in Commission proceedings."[3]

4. By significantly narrowing the scope of the ADR rule, the Order substantially prejudices PacifiCorp's ability to engage in ongoing settlement negotiations with Washington parties over issues that are not currently pending before the Commission, like wildfire insurance cost allocation issues. Because these ongoing settlement negotiations will occur before a final order is issued in this case, PacifiCorp requests that the Commission accept review and provide the following corrections and clarifications regarding the definition and scope of "voluntary negotiations" as defined in WAC 480-07-700(4)(a):

- First, "voluntary negotiations" can occur even if the Commission does not establish or expressly direct the parties to engage in negotiations;
- Second, a dispute is "within the commission's jurisdiction" for purposes of "voluntary negotiations" if the subject matter of the dispute is within the

[2] WAC 480-07-700; WAC 480-07-700(4)(a).
[3] Order, at ¶ 25.

Commission's jurisdiction even if the Commission does not have jurisdiction over the forum or process used to facilitate the settlement negotiations;

- Third, "voluntary negotiations" can be held outside of a pending docket or adjudication, consistent with the settlement negotiations that resulted in the WIJAM; and
- Fourth, that information exchanged exclusively within the context of a "voluntary negotiation" is protected from disclosure to parties that did not participate in the settlement negotiation in accordance with WAC 480-07-700(6)(b).[4]

5. PacifiCorp has produced the specific information requested by Public Counsel in compliance with the Order. However, without review, the Order will produce a chilling effect on current efforts by PacifiCorp and Washington parties to continue settlement negotiations around critical issues affecting customers. Indeed, if the Order stands then PacifiCorp will be required to reevaluate whether it can continue to hold settlement negotiations with Washington parties if the information exchanged in those negotiations is discoverable in later cases. This outcome is directly contrary to Washington's policy strongly encouraging settlement and the Commission's own rules.[5]

[4] WAC 480-07-700(6)(b) ("Information exchanged exclusively within the context of settlement negotiations will be treated as confidential and will be privileged against disclosure to the extent permitted by law.").

[5] RCW 34.05.060 ("Except to the extent precluded by another provision of law and subject to approval by agency order, informal settlement of matters that may make unnecessary more elaborate proceedings under this chapter is strongly encouraged. Agencies may establish by rule specific procedures for attempting and executing informal settlement of matters."); WAC 480-07-700 ("The commission supports parties' informal efforts to resolve disputes without the need for contested hearings when doing so is lawful and consistent with the public interest. Alternative dispute resolution (ADR) includes any mechanism to resolve disagreements, in whole or in part, without contested hearings.").

II. BACKGROUND

A. Following approval of the WIJAM, PacifiCorp and stakeholders engaged in confidential settlement negotiations to resolve the Framework Issues.

6. PacifiCorp recovers the costs of providing service through rates established in the six states in which it operates. To ensure states receive the appropriate allocation of costs and benefits from PacifiCorp's integrated system, PacifiCorp has used collaborative processes like the MSP to address allocation issues. For over 35 years, this collaborative process has led to the development and adoption of a series of inter-jurisdictional cost-allocation methods.[6]

7. The most recent inter-jurisdictional cost-allocation method used by PacifiCorp is the 2020 Protocol, which also includes the state-specific WIJAM. Washington parties to the 2020 Protocol included Staff and the Packaging Corporation of America (PCA). Public Counsel signed the WIJAM but not the 2020 Protocol, and the Alliance of Western Energy Consumers (AWEC) signed the 2020 Protocol but not the WIJAM. The Commission approved the 2020 Protocol and WIJAM in 2020.[7]

8. Although the 2020 Protocol resolved significant issues for a future allocation method, several issues remained unresolved (defined in the 2020 Protocol as the Framework Issues). For years, the parties to the 2020 Protocol—including Staff, PCA, and AWEC—engaged in settlement negotiations through the Framework Issues Workgroup (FIW) to address the unresolved issues. Although PacifiCorp repeatedly requested that Public Counsel join the FIW to participate in the ongoing negotiations, Public Counsel declined.

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[6] Steward, Exh. JRS-1T at 7:21-8:4.

[7] *Wash. Utils. & Transp. Comm'n v. PacifiCorp d/b/a Pac. Power & Light Co.*, Dockets UE-191024 *et al.*, Final Order 09/07/12 (Dec. 14, 2020).

9. Even though the FIW met for several years, it did not reach agreement on an extension of the 2020 Protocol or the terms of a replacement allocation methodology. Accordingly, in this docket, PacifiCorp submitted the 2026 Protocol.

B. Public Counsel requested materials produced as part of the FIW cost allocation settlement negotiations.

10. On May 5, 2025, Public Counsel served Data Request (DR) 2 on PacifiCorp, which sought in part "any and all analysis that PacifiCorp did in consideration of alternatives" to the 2026 Protocol, specifically the reassignment of Chehalis, removal of Hermiston, and increasing the allocation of Rolling Hills. Through an initial response and two clarifying supplemental responses—which were prepared following two discovery conferences with Public Counsel—PacifiCorp objected to the request because (1) the analysis of alternative allocation methodologies responsive to the request was conducted for the FIW as part of confidential settlement negotiations that were covered by the Commission's ADR rule and protected from disclosure to parties that did not participate in those settlement negotiations under WAC 480-07-700(6)(b);[8] (2) the analysis was further subject to a Non-Disclosure Agreement (NDA), consistent with the confidential nature of the settlement discussions; and (3) the 2026 Protocol was developed without consideration of the alternative methodologies confidentially discussed in the FIW settlement negotiations.[9]

[8] WAC 480-07-700(6)(b) ("Information exchanged exclusively within the context of settlement negotiations will be treated as confidential and will be privileged against disclosure to the extent permitted by law.").

[9] *See* PacifiCorp's Response to Public Counsel's Motion to Compel Discovery, Attachment A (PacifiCorp's 2nd Supplemental Response to Public Counsel) and Attachment B (June 18, 2025, Email from PacifiCorp to Public Counsel); Motion Attachments A-C.

C. PacifiCorp complied with the Order and produced the requested material.

11. On June 20, 2025, Public Counsel filed its Motion to Compel Discovery (Motion). Following briefing on the Motion and a hearing, on July 17, 2025, the Commission served the Order, which directed PacifiCorp to provide the information requested by Public Counsel. The Order found that the settlement negotiations held by the FIW were not covered by the Commission's ADR rule because the Commission did not establish the FIW and the FIW is "outside Commission jurisdiction" because the FIW was neither a "Commission led process, nor was it established or sanctioned by the Commission as part of any proceeding."[10]

12. PacifiCorp produced the requested information on July 21, 2025.

D. PacifiCorp and Washington parties continue to engage in cost allocation discussions.

13. Although the FIW itself has ended and PacifiCorp has proposed a new interstate cost allocation methodology in this case, PacifiCorp and stakeholders across its system, including Washington, continue to engage in settlement negotiations around cost allocation issues. These ongoing settlement negotiations include issues around allocation of wildfire insurance costs, among others. In addition to the current ongoing settlement negotiations, it is likely that PacifiCorp and stakeholders will engage in future negotiations around interstate cost allocation issues as part of a subsequent cost allocation protocol, or simply as a matter of resolving disputes before future rate case filings around specific topics like wildfire insurance or depreciation rates. Under the terms of the Order, these current and future settlement negotiations would not fall under the Commission's ADR rule.

[10] Order, at ¶ 25.

III. LEGAL STANDARD

14. Interim or interlocutory orders include orders ruling on discovery disputes.[11] "The commission has discretion to review interim or interlocutory orders" and may accept review of such orders if it finds that:

> (a) The order terminates a party's participation in the proceeding, and the party's inability to participate thereafter could cause it substantial and irreparable harm;
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> (b) Immediate review is necessary to prevent substantial prejudice to a party that would not be remediable in the commission's final order; or
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> (c) Immediate review could save the commission and the parties substantial effort or expense, or some other factor is present that outweighs the costs in time and delay of exercising review.[12]

15. A party seeking interlocutory review may file a petition within ten days of the service of the order the party is petitioning the Commission to review.[13] The Commission has granted interlocutory review to resolve an issue of first impression.[14]

16. Here, the Commission should review the Order because review is necessary to prevent substantial prejudice to PacifiCorp that would not be remediable in the Commission's final order. In addition, defining the scope of the ADR rule appears to be an issue of first impression that warrants clarification by the Commission.

IV. ARGUMENT

17. The language of the Commission's ADR rule protects the types of voluntary negotiations that occur among stakeholders across jurisdictions to resolve issues that are subject to Commission approval. This requires protection of that information from parties

[11] WAC 480-07-810(1).
[12] WAC 480-07-810(2).
[13] WAC 480-07-810(3)(a).
[14] *In re Application No. B-079273 of Aqua Express, LLC for a Certificate of Public Convenience and Necessity to Provide Commercial Ferry Service*, Docket TS-040650, Order 04, at ¶ 10 (June 30, 2004).

that choose not to participate in multi-jurisdictional negotiations. Without this requested relief, there will be an immediate chilling impact on valuable negotiations to resolve current and future issues.

A. The Order unreasonably limits the scope of voluntary negotiations in contravention of the ADR rule's clear language.

18. The Commission's ADR rule is broad and applies to "***any*** mechanism to resolve disagreements, in whole or in part, without contested hearings."[15] The rule includes a "nonexclusive" list of forms of ADR covered by the rule.[16] That *nonexclusive* list includes "voluntary negotiation[s]," whereby "[p]arties to a dispute that is within the commission's jurisdiction may agree to negotiate with any other parties at any time without commission oversight."[17]

19. Given the broad language in the ADR rule, settlement negotiations like those held by the FIW, within the framework of the MSP,[18] are covered. The Commission should therefore revise the Order to make clear that voluntary negotiations can occur even if the Commission does not establish or expressly direct the parties to engage in negotiations. To qualify as a voluntary negotiation under the ADR rule, the Commission should make clear that it is the *subject matter* of the dispute that must be within the Commission's jurisdiction even if the forum or process used to facilitate the negotiation is not itself subject to the Commission's jurisdiction. Finally, the Commission should clarify that voluntary negotiations can be held outside of a pending docket or adjudication, consistent with the settlement negotiations that resulted in the WIJAM and the ongoing settlement

[15] WAC 480-07-700 (emphasis added).
[16] WAC 480-07-700(4).
[17] WAC 480-07-700(4)(a).
[18] To be clear, PacifiCorp is not arguing that every discussion occurring under the MSP umbrella is a confidential settlement negotiation. For example, the MSP Workgroup created by the 2020 Protocol was not engaged in settlement negotiation because it was created to facilitate "discussion," not negotiation.

negotiations around wildfire and other issues. Without clarification, the Order will substantially prejudice PacifiCorp's ability to engage in ongoing and future settlement negotiations, and undermine the Commission's and Washington's strong policy favoring settlements.[19]

1. Voluntary negotiations need not be established by the Commission.

20. The Order erroneously concluded that the FIW settlement negotiations were not "voluntary negotiations" under the ADR rule, in part, because "PacifiCorp established the MSP and [FIW], not the Commission[.]"[20] Contrary to this characterization, the FIW was established by the 2020 Protocol, which was signed and supported by Washington parties, including Staff, and approved by the Commission. The Commission-approved 2020 Protocol required creation of the FIW specifically to "continue negotiations of the Framework Issues[.]"[21] The Commission explicitly approved the 2020 Protocol, including the provision requiring creation of the FIW and ongoing negotiations.[22] Indeed, the Commission's order specifically acknowledged there were "Framework Issues that are in need of negotiation and resolution . . . [and the] 2020 Protocol creates a framework for collaboration to resolve many cost allocation issues among PacifiCorp's service areas."[23] The Commission further explained that any negotiated settlement arising out of the FIW ultimately would require Commission approval, thereby confirming that the FIW

[19] RCW 34.05.060; WAC 480-07-700.
[20] Order, at ¶ 25.
[21] 2020 Protocol, Section 8.2.1 ("PacifiCorp *will* schedule and convene meetings with Parties to continue negotiations of the Framework Issues. . .") (emphasis added). The 2020 Protocol can be found as Exh. EL-3 in Docket UE-191024.
[22] Dockets UE-191024 *et al.*, Final Order 09/07/12, at ¶ 103.
[23] *Id.* at ¶ 105 (emphasis added).

was engaged in negotiations over disputes within the Commission's jurisdiction; otherwise, subsequent Commission approval would be unnecessary.[24]

21. Staff's testimony in support of the 2020 Protocol and the WIJAM explained that both were the result of "a negotiation between Staff, the Company, [PCA], and Public Counsel to examine the existing allocations of rates to Washington by PacifiCorp" and that ongoing "negotiations" were required because the 2020 Protocol did not definitely resolve all issues.[25]

22. The fact the FIW was engaged in negotiations was further confirmed when PacifiCorp required parties to sign a NDA in order to participate in the workgroup, ensuring the confidentiality of the settlement negotiations. Furthermore, PacifiCorp labeled materials provided to the FIW, including the materials requested by Public Counsel, as "Confidential Settlement Negotiations." At no time during the FIW negotiations did a participant dispute the fact that the FIW was engaged in confidential settlement negotiations.

23. Even accepting the Order's conclusion that the Commission did not "establish" the FIW, voluntary negotiations by definition occur "without commission oversight."[26] Therefore, the fact the Commission did not establish the FIW does not mean the FIW

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[24] *Id.* ("PacifiCorp and the Parties are required to seek Commission approval to implement any future cost allocation methodologies developed through the 2020 Protocol[.]").

[25] Dockets UE-191024 *et al.*, Ball, TR. 125:3-6 (Aug. 24, 2020) (emphasis added); *see also id.* at 127:9-15 ("If, however, we get to 2024 and the – all the states have agreed on something and Washington's been a part of those ***negotiations*** and we've agreed to something as well, we would come to this Commission with a new allocation methodology that incorporates what components of the WIJAM needed to be incorporated and what pieces don't.") (emphasis added); *id.* at 171:7-11 ("If, however, we have ***negotiated*** through in – through that 2020 protocol something to do with those plants, for instance, transferring those plants to another state, the depreciation reserve is absolutely part of that ***negotiation***.") (emphases added); *Id.* at 175:5-11 ("I just wanted to add that this is an issue that a lot of – that the other states in the 2020 protocol are very concerned with and Washington also is – ***Washington Staff is party to that protocol and those negotiations*** we're also very concerned with. I fully anticipated absolutely being one of the terms that is ***negotiated*** as a part of the new 2020 protocol[.]") (emphases added).

[26] WAC 480-07-700(4)(a).

negotiations fall outside the ADR rule's definition of voluntary negotiations. The Order erred by effectively deleting the "without commission oversight" language from the rule. Without a correction of this erroneous interpretation of the ADR rule, PacifiCorp will be prejudiced in its ability to engage in ongoing interstate cost allocation settlement negotiations with Washington stakeholders.

2. Voluntary negotiations fall under the ADR rule if the subject matter is within the Commission's jurisdiction even if the Commission does not control the negotiation process.

24. The Order also erroneously concludes that the "MSP was simply outside Commission jurisdiction."[27] But the question is not whether the MSP itself was within or outside the Commission's jurisdiction. The question is whether the *subject matter* of the disputes discussed by the FIW were within the Commission's jurisdiction, not the *process* used to facilitate the negotiations. The Order erred by characterizing the "MSP" as the dispute when the dispute was how to allocate costs among PacifiCorp's states.

25. Here, interstate cost allocation is clearly within the Commission's jurisdiction, as evidenced by the Commission's approval of the 2020 Protocol and the WIJAM. Indeed, the Order expressly recognizes that the subject matter of the FIW negotiations was within the Commission's jurisdiction, otherwise there would be no basis to order production of information exchanged within the FIW negotiations. By ordering production, the Order concedes that FIW settlement negotiations involved a "dispute that is within the commission's jurisdiction," and therefore, the settlement negotiations are covered by the ADR rule as a voluntary negotiation.[28]

[27] Order, at ¶ 25.
[28] WAC 480-07-700(4)(a).

3. Voluntary negotiations are not limited to only negotiations occurring within currently pending cases.

26. The Order erroneously concludes that the ADR rule does not apply to the FIW because it "was not the topic of any particular docket or adjudication[.]"[29] But the ADR rule is not so limited. Nowhere does the ADR rule expressly state that it applies only to pending proceedings. Instead, voluntary negotiations are defined as negotiations occurring "at any time without commission oversight" if the dispute is "within the commission's jurisdiction."[30] If the rule was meant to apply exclusively to pending cases, it could have said so, just as the ADR rule explains that a "settlement conference" is a "discussion or other communication between two or more parties *in an adjudicative proceeding* intended to resolve one or more disputed issues."[31] The Order effectively adds a restriction into the rule where none exists and, in doing so, prejudices PacifiCorp and undermines the Commission's own policies encouraging settlements.[32]

27. The settlement negotiations required by the Commission-approved 2020 Protocol were necessarily occurring before a filing to the Commission to implement the outcome of those negotiations.[33] Neither the ADR rule nor the definition of voluntary negotiations precludes pre-filing settlements. Indeed, that is what occurred with the WIJAM, where it was negotiated before it was submitted for approval and that is what a future cost allocation methodology also likely would entail because it is impractical to file a case and then begin settlement negotiations of this kind.

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[29] Order, at ¶ 25.
[30] *See* WAC 480-07-700(4)(a) (voluntary negotiations); *contra* WAC 480-07-700(4)(b) (Commission-directed negotiations).
[31] WAC 480-07-700(5) (emphasis added).
[32] WAC 480-07-700.
[33] Dockets UE-191024 *et al.*, Final Order 09/07/12, at ¶ 105.

B. Information exchanged within voluntary negotiations must be protected from disclosure to parties that did not participate in the negotiations.

28. The Commission's ADR rule prohibits disclosure of "[i]nformation exchanged exclusively within the context of settlement negotiations[.]"[34] The plain language of this rule—that the information "***will be*** treated as confidential" and "***will be*** privileged against disclosure"—confirms that the protection is mandatory, not permissive.[35] The protection from disclosure is not limited to only certain types of settlement negotiations and clearly, by its terms, applies to voluntary negotiations. Because the FIW negotiations, and similar multi-state settlement negotiations, are covered by the ADR rule, information exchanged exclusively within those settlement negotiations is protected from disclosure to parties that did not participate in the settlement negotiations.

29. In a footnote the Order states that allowing "voluntary negotiations" to encompass matters outside of a pending case "would result in an absurd result, whereby any company regulated by the Commission could allege otherwise discoverable material was protected by WAC 480-07-700(6)(b) simply by holding discussions prior to an adjudicated case in an attempt to resolve purported potential issues."[36] This conclusion, however, ignores WAC 480-07-700(6)(b), which protects only "information exchanged exclusively within the context of settlement negotiations." The concern in the footnote

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[34] WAC 480-07-700(6)(b).

[35] When adopting the current version of the ADR rule in 2018 the Commission affirmed its commitment to preventing disclosure of settlement negotiations to non-participants by making confidentiality mandatory, rather than subject to the parties' agreement. Under the old rule, the default was no protection; rather, parties were permitted to "agree that information exchanged exclusively within the context of settlement negotiations will be treated as confidential, subject to the requirements of RCW 5.60.070." WAC 480-07-700(4)(c) (2017). *See also Scannell v. Seattle*, 97 Wn.2d 701, 704, 648 P.2d 435, 438 (1982) ("Where a provision contains both the words 'shall' and 'may,' it is presumed that the lawmaker intended to distinguish between them, 'shall' being construed as mandatory and 'may' as permissive."); *Rudolph v. Empirical Rsch. Sys.*, 107 Wn. App. 861, 866, 28 P.3d 813, 816 (2021) ("We interpret court rules by reference to rules of statutory construction . . . In drafting CR 26(i), our Supreme Court selected the words 'will not' and 'shall.' These words are mandatory, as opposed to 'may' which is permissive.").

[36] Order, at 6, n.25.

applies equally to settlement negotiations held after a case is filed and the adjudication begins, but in both cases, the limitations in WAC 480-07-700(6)(b) protect against the "absurd result" discussed in the footnote. The Order fails to explain why the "absurd result" occurs only if voluntary negotiations occur before filing, rather than after.

30. The Order's footnote also mischaracterizes PacifiCorp's argument, which is that the information requested by Public Counsel was created only because it was requested by a stakeholder in the FIW. In other words, but for the settlement negotiations within the FIW, there would have been no information responsive to Public Counsel's discovery request. PacifiCorp never argued that simply providing information of any kind in a settlement negotiation automatically protects that information from disclosure.

C. The Order is contrary to public policy and severely limits PacifiCorp's ability to negotiate settlements like the WIJAM that occur outside of a pending contested case.

31. "Public policy and [the Commission's] rules favor settlement."[37] The Commission "supports parties' informal efforts to resolve disputes without the need for contested hearings."[38] By significantly limiting the scope of settlement negotiations covered by the ADR rule, the Order provides a strong disincentive for PacifiCorp to continue to engage in settlement negotiations with Washington parties outside of pending cases. This disincentive is particularly prejudicial to PacifiCorp because it has long relied on a foundation of trust and collaboration to negotiate cost-allocation methodologies throughout the Company's multi-state service area. The integrity of that process relies on good faith settlement negotiations—like those held by the FIW—where PacifiCorp and

[37] *Wash. Utils. & Transp. Comm'n v. Cascade Nat. Gas Corp.*, Docket UG-060256, Order 07, at ¶ 13 (Oct. 7, 2007) (citing RCW 34.05.060 and WAC 480-07-700).
[38] WAC 480-07-700.

stakeholders can have frank and open discussions regarding confidential issues. If the Order stands, it creates significant policy concerns for future cooperation among the six jurisdictions in which PacifiCorp operates. No party to a similar multi-state workgroup that works collaboratively to negotiate terms in the future would be assured that the proposals and analyses produced at the meeting would be protected; rather, all materials related to PacifiCorp's review and analyses of parties' proposals would be fair game in discovery and potentially disclosed to parties that chose not to participate in the settlement negotiations. There is no doubt that this additional uncertainty would chill future negotiations and cooperation among multi-state parties, including Washington.

32. PacifiCorp's concerns and the prejudice created by the Order are not hypothetical. The WIJAM was negotiated outside of a pending case and then presented to the Commission in a general rate case. That negotiation occurred with the understanding that the negotiations were confidential and protected by the ADR rule. Had this Order been in place at the time of the WIJAM negotiations, it is unlikely that PacifiCorp would have been able to engage with Staff, Public Counsel, and PCA to develop the WIJAM. The Order's interpretation of the ADR rule would undermine future discussions and significantly hamper the ability of Washington parties to reach agreements before cases are filed.

33. Moreover, PacifiCorp is continuing to engage stakeholders in Washington in settlement negotiations around wildfire insurance cost issues. Those settlement negotiations are happening outside of a pending case in a process that was not expressly "established" by the Commission. These wildfire negotiations, which have been occurring under NDAs, are therefore not covered by the ADR rule according to the

Order, creating a strong disincentive to continue those settlement discussions knowing that the material exchanged is potentially subject to future discovery requests from parties that are not participating in the settlement negotiations.

V. CONCLUSION

34. For the foregoing reasons, the Company respectfully asks that the Commission review the Order and revise it consistent with the requests above.

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