

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

CLUTTER, INC.,

Respondent.

DOCKET TV-200432

SETTLEMENT AGREEMENT

I. OVERVIEW

1 Staff of the Washington Utilities and Transportation Commission (Commission) and Clutter, Inc. (“Clutter” or “Company”) (collectively the “Settling Parties”), through their authorized representatives, enter into the following settlement agreement (“Agreement”) to resolve all issues in Docket TV-200432.

2 This settlement is a “full multiparty settlement” as defined in Washington Administrative Code (WAC) 480-07-730(3) because it is entered into by some, but not all, of the parties to Docket TV-200432. The Settling Parties have been informed by the Public Counsel Unit of the Washington Attorney General’s Office (“Public Counsel”) that it may join the settlement but that it does not yet have approval to do so. This Agreement is subject to the review and disposition by the 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 §§ 740-50.

II. TERMS OF AGREEMENT

3 The Settling Parties have reached an agreement on the issues raised in Docket TV-
200432 and present this Agreement for the Commission's consideration and approval. The
Settling Parties therefore adopt the following Agreement, which the Settling Parties enter
into voluntarily, to resolve the matters in dispute between them and to expedite the orderly
disposition of this proceeding. The Agreement resolves all of the issues in dispute in Docket
TV-200432. The Settling Parties agree that:

4 Admission to violations: The Company admits that it committed the violations
alleged in the Complaint in this matter.

5 Mitigating circumstances and reduced likelihood of future violations: Due to the
Company's cooperation with Staff and the subsequent corrective action taken by the
Company, and the Company's commitment to implement further corrective action, Staff
believes the likelihood of repeated future violations to be low. While Staff recommended a
penalty of \$117,400 in the Complaint, the Settling Parties agree that \$17,400 of the
\$117,400 penalty is mitigated.

6 Penalty: The Settling Parties agree that a \$100,000 penalty will be imposed on
Clutter. \$50,000 of the \$100,000 penalty is to be paid by Clutter in 12 monthly installments
beginning 30 days from the effective date of the Commission order approving this
settlement. The first 11 monthly installments will be for \$4,166.66, and the final monthly
installment will be for \$4,166.74. The remaining \$50,000 of the \$100,000 penalty will be
conditionally suspended for a period of two years from the effective date of the Commission
order approving this settlement. The \$50,000 portion of the penalty that is conditionally
suspended will be waived after a period of two years, provided that the Company refrain

from any material¹ repeat future violations of the statutes and rules that are the subject of the Complaint, during the two-year period.

7 Clutter agrees to implement the remaining corrective actions described in Clutter's Response to Staff Data Request 6 (attached hereto as Attachment A) within 90 days of the effective date of the Commission order approving this settlement.

8 Clutter will retain Washington compliance related documents pursuant to a Washington compliance record retention policy, which shall be shared with Staff and Public Counsel.

9 Staff agrees not to issue a press release regarding the settlement.

10 Staff confirms that it will not pursue further enforcement against the Company arising out of any of the allegations set forth in Docket TV-200432.

III. GENERAL PROVISIONS

11 Public interest: As set forth in the Narrative, the Settling 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).

12 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), whichever occurs first.

13 Advocacy: The Settling Parties agree to cooperate in submitting this Agreement promptly to the Commission for acceptance. The Settling Parties agree to support adoption of this Agreement in proceedings before the Commission. No party to this Agreement or its

¹ By "material," the Settling Parties intend to mean: "[N]ot insubstantial; of consequence; not be dispensed with; important; significant." (Webster's 1913).

agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission's adoption of this Agreement.

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

15 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 Settling Parties and with no precedential or preclusive effect on the Settling Parties regarding the continued litigation in Docket TV-200432. 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 Settling Parties agree to cooperate in developing a procedural schedule.

16 Settlement discussions: The Settling 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.

17 Final agreement: The Settling 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.

18 Counterparts: The Settling 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.

19 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 30th day of June, 2021.

CLUTTER, INC.

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION

ROBERT W. FERGUSON
Attorney General



CHAD M. STOKES, WSBA No. 37499
Cable Huston LLP
cstokes@cablehuston.com
1455 SW Broadway, Suite 1500
Portland, OR 97201
(503) 224-3092

s/ Daniel J. Teimouri
DANIEL J. TEIMOURI, WSBA No. 47965
Assistant Attorney General
daniel.teimouri@utc.wa.gov
P.O. Box 40128
Olympia, WA 98504-0128
(360) 664-1189

Attorneys for Clutter, Inc.

Attorney for Commission Staff