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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

15 ANTWON JONES, on behalf of himself, and
16 all other similarly situated,

17 Plaintiff,

18 vs.

19 CITY OF LOS ANGELES, by and through the
20 Los Angeles Department of Water and Power
21 and DOES 1 through 50, inclusive,

22 Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**NOTICE OF FILING REVISED CLASS
ACTION SETTLEMENT AGREEMENT
AND LIMITED RELEASE**

[Filed Concurrently with Declaration of Paul
Bender]

Date: November 18, 2016
Time: 1:30 p.m.
Dept: 323

Assigned for All Purposes to the
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015
Trial Date: None Set

1 Plaintiff Antwon Jones (“Plaintiff”) and Defendant City of Los Angeles by and through the
2 Los Angeles Department of Water and Power (the “LADWP”) (collectively the “Parties”) hereby
3 jointly submit the attached Revised Class Action Settlement Agreement and Limited Release (the
4 “Revised Settlement Agreement”) (attached hereto as Exhibit 1¹), which resolves claims involving
5 customer overbilling and other billing errors that were caused by, and are related to, the defective
6 implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”)
7 or damages incurred by customers arising from their participation in the LADWP’s solar program.
8 The Revised Settlement Agreement addresses the Court’s prior concerns, incorporates revisions
9 based on recommendations of the Independent CC&B Billing System Monitor, and maintains the
10 goal of making whole every customer who has been erroneously charged.

11 The Court conditionally approved the Settlement on December 21, 2015, with instructions
12 regarding changes the Court required before issuing a preliminary approval order. At that hearing,
13 the Court recognized that the estimated \$44.7 million in credits and refunds to be issued was
14 simply that, stating “this is not a cap; it’s just an estimate.” Since that hearing, the LADWP has
15 spent thousands of high level IT hours investigating potential inaccuracies in its billing and
16 developing the programs necessary to implement the Settlement. As a result of this work,
17 additional class members and amounts owed have been identified. Specifically, the estimated
18 credit/refund amount has increased by approximately \$25 million. This increase brings the
19 estimated settlement value to approximately \$90 million (which includes \$20 million the
20 Settlement Agreement requires LADWP appropriate and expend to remediate and stabilize the
21 CC&B Billing System).

22 Additionally, during an October 31st mediation, the Parties negotiated additional limited
23 revisions to the Settlement. The revisions have the effect of accelerating the deadlines by which
24 the LADWP must comply with its non-monetary relief obligations in the Revised Settlement
25 Agreement and of providing greater independent oversight of the LADWP’s compliance with the
26 Revised Settlement Agreement.

27 ¹ A redline comparison to the Settlement Agreement filed November 18, 2015 is attached hereto as
28 Exhibit 2.

1 **I. THE COURT’S INSTRUCTIONS TO THE PARTIES AND WORK PERFORMED**
2 **ON THE SETTLEMENT SINCE DECEMBER 21, 2015**

3 **A. The Court’s Conditional Preliminary Approval**

4 During the December 21, 2015 hearing, the Court:

- 5 (a) conditionally preliminarily approved the Settlement;
- 6 (b) appointed Antwon Jones as Class Representative;
- 7 (c) appointed Yaar Kimhi as the Class Representative for the Solar Customer
8 Subclass;
- 9 (d) appointed Landskroner Grieco Merriman, LLC as Class Counsel;
- 10 (e) appointed Mr. Paul Bender as the Independent CC&B Billing System
11 Monitor;
- 12 (f) appointed Dr. Barbara Barkovich as the Special Master in this case; and
- 13 (g) instructed the parties to make four additional changes to the Settlement:
- 14 (i) revise the language with regard to “notice” to clarify the distinction
15 between class notice and a LADWP credit/refund letter notice;
- 16 (ii) send class notice to class members at the same time as the letters for
17 the pre-identified claims to avoid any ambiguity or misunderstanding;
- 18 (iii) modify the class notice to set forth a clear schedule or timeline for
19 filing claims in one place; and
- 20 (iv) clarify the language in the “Minimum Usage” Subclass.

21 The Parties have revised the Settlement to address each of the Court’s concerns. With
22 respect to the Court’s instruction to clarify the language in the “Minimum Usage” Subclass, the
23 Parties have revised the prior subclasses titled: Tiered Billing, Trend Estimate and Estimated
24 Electric Bills with Minimum Charges into a single “Overbilled” subclass to simplify and clarify
25 the scope. Specifically, this subclass is comprised of all LADWP customers that were overbilled
26 as a result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility
27 tax rate or who did not have a discount applied.

28

1 **B. Substantial Work Performed Since The December 21, 2015 Hearing Has**
2 **Uncovered Additional Class Members And Amounts To Be**
3 **Credited/Refunded**

4 Since the December 21, 2015 hearing, the Independent CC&B Billing System Monitor has
5 conducted numerous one and two day-site visits, document review and analysis sessions, and
6 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel.
7 During the period April 12th through April 29th, 2016, the Independent CC&B Billing System
8 Monitor conducted an extended site visit at LADWP. As detailed in the *Report of Independent*
9 *CC&B Systems Monitor Concerning Status of Class Action Settlement for First and Second*
10 *Quarters of 2016*, filed with the Court on July 14, 2016, following this extended site visit, the
11 Independent CC&B Billing System Monitor informed counsel for all Parties that the then-current
12 Scope of Work and schedule would need to be significantly revised to allow additional time for
13 the LADWP to undertake the additional work the Independent CC&B Billing System Monitor
14 requested. The Independent CC&B Billing System Monitor also stated that the Monitoring team
15 would, itself, use this additional time to: (i) perform various verification tasks and data analyses
16 required to ensure that the mechanisms and methodologies the LADWP utilized are accurate and
17 reliable; and (ii) continue to work closely with LADWP IT Professionals to ensure that the
18 Settlement's goal of refunding 100% of all overcharges to LADWP customers is achieved.

19 On July 14, 2016, the Independent CC&B Billing System Monitor: (i) informed the Court
20 that the amount to be refunded to Class members would increase by at least \$5.4 million dollars
21 based on additional work the LADWP performed; and (ii) requested that the Court extend the
22 deadline for the LADWP to complete the programming and testing necessary to identify all
23 LADWP customers who have been overcharged and quantify the amounts of such overcharges to
24 November 18, 2016. On July 28, 2016, the Court granted the Independent CC&B Billing System
25 Monitor's request and extended the deadline to November 18, 2016 to complete the programming
26 and testing necessary for the LADWP to identify customers who have been overcharged and
27 quantify the amounts of such overcharges.

28 On October 28, 2016, the LADWP concluded the work necessary to identify customers

1 who have been overcharged and quantify the amounts of such over charges, which is estimated to
2 be approximately \$70 million in credits/refunds. Thereafter, the Independent CC&B Billing
3 System Monitor finalized the work it was performing to confirm the accuracy of the LADWP's
4 programming and testing.

5 **C. The Parties Revise The Settlement To Provide Additional Benefits To The**
6 **Class**

7 On October 31, 2016, the Parties participated in another day-long mediation at JAMS in
8 Los Angeles before the Hon. Dickran Tevrizian (Ret.). During the October 31st mediation, the
9 Parties negotiated the following revisions to the Settlement: (i) a revision to Rule 17 of the Rules
10 Governing Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a
11 revision to the date by which the Tiger Team will be operational; (iv) a revision to the scope of
12 work the Independent CC&B Billing System Monitor is to perform involving the Tiger Team and
13 claims administration activities; (v) a revision to the date by which the Information Technology
14 Department Project Management Office will be operational; (vi) a revision to the claims process
15 for certain Solar Subclass members; and (vii) a revision to the amount of attorneys' fees and
16 expense reimbursement to be sought by Class Counsel.

17 As previously stated, the Parties also revised the Settlement to address the issues the Court
18 raised.

19 **II. CONCLUSION**

20 The Parties have been engaged in significant efforts to identify all potential billing
21 inaccuracies and to better remediate the errors impacting the LADWP's customers. The Parties
22 respectfully request the Court grant preliminary approval of the Settlement.

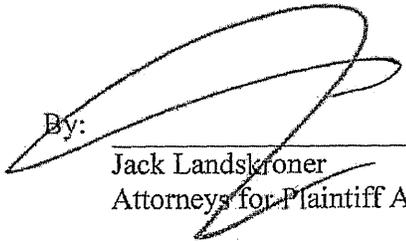
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1 Dated: November 10, 2016

LANDSKRONER GRIECO MERRIMAN, LLC

2

3

By: 

Jack Landskroner
Attorneys for Plaintiff Antwon Jones

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5

6 Dated: November 10, 2016

LINER LLP

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By: 

Maribeth Annaguey
Attorneys for Defendant CITY OF LOS
ANGELES

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EXHIBIT 1

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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

21 ANTWON JONES, on behalf of himself, and
22 all other similarly situated,

23 Plaintiff,

24 vs.

25 CITY OF LOS ANGELES, by and through the
Los Angeles Department of Water and Power
26 and DOES 1 through 50, inclusive,

27 Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**REVISED CLASS ACTION
SETTLEMENT AGREEMENT AND
LIMITED RELEASE**

Assigned for All Purposes to the
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015
Trial Date: None Set

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TABLE OF CONTENTS

	<u>Page</u>
I. RECITALS.....	1
II. DEFINITIONS	8
III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT	14
A. Certification of Settlement Class.....	14
B. Settlement Subclasses	15
1. Overbilled Subclass.....	15
2. Incorrect Fee Subclass.....	15
3. Unrefunded Balance Subclass	15
4. Solar Subclass	15
5. Premise Condition/Estimated Bill Subclass	16
6. Automatic Bill Payment/Bank Overdraft Charge Subclass	16
7. Omnibus Subclass	16
C. Settlement Relief.....	17
1. Monetary Relief.....	17
a. Pre-Identified Non-Claims Made Subclass Members	17
b. Pre-Identified Claims Made Subclass Members	18
c. Omnibus Subclass Members	19
d. Timing of Payment.....	20
e. Uncashed and Returned Checks	21
2. Remedial Relief and Corrective Actions.....	21
a. Create and Adopt CC&B System Performance Metrics and Perform Work Necessary to Achieve and Maintain Compliance with these Metrics	21
b. Appointment of Independent CC&B System Monitoring Expert	36
c. Independent CC&B System Audits to Confirm Accuracy of CC&B System	38
d. Create and Implement Internal Billing “Tiger Team” To Address Unique or Complex Billing Issues	39

1	e.	Create and Implement Information Technology Department Project Management Office	40
2			
3	f.	Amend Rule 17 of the Rules Governing Water and Electric Service.....	41
4	g.	Settlement Class Members Who Entered Into A Payment Arrangement Schedule With The LADWP Due To Receiving A Delayed Bill At Any Time From September 3, 2013 Through November 18, 2016 Who Have Outstanding Payment Arrangement Balances Due May Elect To Extend The Term of Their Payment Arrangement Schedule By One Additional Year	42
5			
6			
7			
8	D.	Class Notice Program.....	43
9	1.	Mailed Class Notice	43
10	2.	Emailed Class Notice	44
11	3.	Published Class Notice.....	45
12	4.	Internet and Website Class Notice	47
13	E.	Release, Waiver and Covenant Not To Sue	47
14	F.	Confirmatory Discovery.....	48
15	G.	Non-Admission of Liability	48
16	H.	Preliminary Approval	49
17	I.	Claims Process	49
18	1.	Pre-identification.....	49
19	a.	Pre-Identified Non-Claims Made Subclass Members.....	49
20	b.	Pre-Identified Claims Made Subclass Members	50
21	2.	Self-Identification.....	51
22	3.	Pending Field Work Investigations	52
23	4.	Claims Administrator	52
24	5.	Special Master	52
25	6.	Costs of Settlement Administration	54
26	J.	Requests for Exclusion of Settlement Class.....	54
27	K.	Objections and Requests To Appear At Final Approval Hearing.....	55
28	L.	Attorneys' Fees and Costs.....	57

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

M. Final Approval.....58

N. Miscellaneous Provisions60

 1. Authority of Signatories60

 2. Binding Upon Successors.....60

 3. Both Parties as Drafter60

 4. Cooperation60

 5. Counterpart Execution.....61

 6. Governing Law61

 7. Headings61

 8. Integration Clause61

 9. Jurisdiction62

 10. Non-Waiver62

 11. Notice62

 12. Severability.....62

 13. Time for Compliance62

1 This Revised Class Action Settlement Agreement and Limited Release (“Revised
2 Agreement”) is submitted pursuant to the California Code of Civil Procedure. Subject to the
3 approval of the Court, this Revised Agreement memorializes the settlement between and among
4 all Parties to fully resolve the Action. This Revised Agreement is entered into by and between
5 Antwon Jones (“Plaintiff” or “Plaintiff Jones”), individually and as a representative of the
6 Settlement Class (as defined herein), and as it pertains to the claims alleged in *Kimhi v. City of Los*
7 *Angeles*, Case No. BC536272 (the “*Kimhi* Action”), Yaar Kimhi, individually and as the Class
8 Representative for the Solar Customers Subclass, and named plaintiffs, Tahl Beckerman
9 Megerdichian and Yelena Novak, and defendant the City of Los Angeles, by and through the Los
10 Angeles Department of Water and Power (“LADWP” or “Department”) and DOES 1 through 50,
11 inclusive (the “City” or “Defendant”) (collectively the “Parties”). This Revised Agreement is
12 intended by the Parties to fully and finally compromise, resolve, discharge and settle all Released
13 Claims (as defined herein) on the terms and conditions set forth herein, subject to approval of the
14 Court.

15 **I. RECITALS**

16 WHEREAS, on April 1, 2015, Plaintiff Jones filed a class action in the Superior Court of
17 the State of California for the County of Los Angeles captioned, *Jones v. City of Los Angeles*,
18 Case No. BC577267 (the “Action”);

19 WHEREAS, the Complaint in the Action alleges claims involving customer over-billing
20 and other billing errors by the LADWP that were caused by, and are related to, the defective
21 implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”)
22 and damages incurred by customers arising from their participation in the LADWP’s solar
23 incentive program;

24 WHEREAS, prior to filing the Complaint in the Action, Class Counsel initiated an
25 extensive and very lengthy investigation into the matters alleged in the Complaint and has
26 continued to conduct an ongoing investigation into the facts and law relating to the allegations,
27 claims and defenses asserted in this Action;

28

1 WHEREAS, Class Counsel’s continuing investigation has included, among other things,
2 interviewing current and former LADWP employees and working closely with investigators and
3 Plaintiff Jones’ non-testifying experts to diligently investigate the facts relevant to the merits of
4 the claims asserted in the Action, including the functionality of the CC&B System and the
5 LADWP’s solar incentive program;

6 WHEREAS, LADWP conducted an internal investigation concerning issues relating to the
7 new CC&B System, and customer billing related matters, including, but not limited to, matters
8 involving claims made against the LADWP by customers involved in the LADWP’s solar
9 incentive program, which remains ongoing;

10 WHEREAS, Plaintiff Jones directed his counsel to work with Plaintiff Jones’ non-
11 testifying consultants to develop a highly detailed settlement proposal in which Plaintiff Jones
12 proposed to resolve the claims asserted in the Action, as well as the claims asserted in the
13 following three class actions filed against the City and the LADWP: *Bransford, et al. v. City of*
14 *Los Angeles*, Case No. BC565618 (the “*Bransford Action*”), *Fontaine v. City of Los Angeles, et*
15 *al.*, Case No. BC571664 (the “*Fontaine Action*”), and the *Kimhi Action* on terms that would
16 require the LADWP to:

- 17 (i) conduct a review and audit of all LADWP customer accounts to determine if billing
18 errors occurred;
- 19 (ii) refund or credit one hundred percent of the amounts the LADWP had improperly
20 charged any of its customers as a result of billing errors caused by the LADWP’s
21 new CC&B System or because of the customers’ participation in the LADWP’s
22 solar incentive program;
- 23 (iii) take the remedial measures necessary to ensure that the defects in the new CC&B
24 System were permanently corrected; and,
- 25 (iv) provide independently verified evidence that the CC&B System was functioning
26 properly and generating accurate customer bills on an ongoing basis;

27
28

1 WHEREAS, after having provided the detailed settlement proposal, Class Counsel met and
2 conferred with counsel for the City and commenced formal settlement negotiations shortly
3 thereafter. The Parties advanced settlement discussions as far as they could go until these efforts
4 stalled;

5 WHEREAS, after further consideration, the Parties agreed to continue their settlement
6 discussions in a more formal mediation environment and engaged the services of the Hon. Dickran
7 M. Tevrizian (Ret.), one of the most well respected mediators in the United States, to conduct a
8 formal mediation in this matter;

9 WHEREAS, because of the nature of the claims at issue in this litigation and the
10 complexity of the settlement terms proposed by Plaintiff Jones, Judge Tevrizian scheduled the
11 mediation to be conducted over a four day period on June 11-12, July 24 and July 31, 2015;

12 WHEREAS, the Parties thereafter participated in a contentious and protracted two day-
13 long mediation at JAMS in Los Angeles before the Hon. Dickran M. Tevrizian (Ret.) on June 11
14 and 12, 2015. At the conclusion of that mediation session, the Parties reached an agreement in
15 principal on the material terms of the proposed class action settlement;

16 WHEREAS, following these mediation sessions, the Parties appeared before the Court and
17 informed the Court that the Parties had reached an agreement in principal on the material terms of
18 a proposed class action settlement;

19 WHEREAS, given the complexity of the settlement and the detail necessary to verify the
20 identity of affected accounts, the accuracy of the refunds due to customers and to validate
21 compliance and the completion of agreed-to remediation protocols, Judge Tevrizian scheduled an
22 additional mediation session on July 24, 2015 in which the Parties worked to define and document
23 other non-material terms;

24 WHEREAS, after the Parties had concluded negotiating all of the material and non-
25 material terms, other than the amount of attorneys' fees and expense reimbursement to be paid to
26 Class Counsel, on July 24, 2015 Judge Tevrizian informed the Parties that they could begin
27 negotiating the amount of attorneys' fees and expense reimbursement to be paid to Class Counsel,
28 and conducted a fourth day of mediation concerning this issue on July 31, 2015;

1 WHEREAS, despite the Parties’ best efforts, and after a protracted mediation session on
2 July 31, 2015, the Parties reached an impasse with respect to Class Counsel’s attorneys’ fees and
3 expense reimbursement;

4 WHEREAS, in hopes of bridging this impasse, Judge Tevrizian made a mediator’s
5 proposal, which after much discussion over several days, was accepted by the Parties;

6 WHEREAS, based upon the extensive investigation undertaken prior to settlement,
7 discovery provided during the negotiations and the analysis of the facts and the law applicable to
8 Plaintiff Jones’ claims, and taking into account the extensive burdens and expense of litigation,
9 including the risks and uncertainties associated with protracted trials and appeals, as well as the
10 fair, cost-effective and assured method of resolving the claims of the Settlement Class, both
11 Plaintiff Jones, Plaintiff Kimhi and Class Counsel have concluded that this settlement provides
12 substantial benefits to the Settlement Class and is fair, reasonable, adequate and in the best
13 interests of Plaintiff Jones and the Settlement Class;

14 WHEREAS, during the September 11, 2015 Preliminary Approval Hearing Class Counsel
15 explained to the Court, “*the monetary relief includes 100 percent of recovery for each customer*
16 *for amounts that they were overbilled by D.W.P., that will result in \$44 million in refunds and*
17 *credits, as a starting point.*” See September 11, 2015 Hearing Transcript at 14;

18 WHEREAS, at the conclusion of the initial hearing on Plaintiff’s Motion for Preliminary
19 Approval of the Settlement, the Court directed Class Counsel to obtain input with respect to how
20 the settlement could be improved on behalf of Settlement Class Members. In response to the
21 Court’s directive, the Parties met and conferred with related counsel to solicit suggestions as well
22 as take additional steps to improve the settlement. Class Counsel also actively sought out such
23 input from the Office of Public Accountability (OPA) / Ratepayer Advocate for the City of Los
24 Angeles for the purpose of allowing the Ratepayer Advocate to review the settlement and make
25 any recommendation the Ratepayer Advocate might offer to improve the settlement on behalf of
26 Settlement Class Members;

27 WHEREAS, after reviewing the settlement, the Ratepayer Advocate made only a single
28 recommendation with which Class Counsel agreed. Class Counsel then negotiated with the City

1 and LADWP to obtain the benefit requested by the Ratepayer Advocate, as detailed in Section III.
2 below;

3 WHEREAS, on November 3, 2015, the Court re-convened the hearing on Plaintiff Jones'
4 Motion for Preliminary Approval, which had been commenced on September 11, 2015. During
5 the November 3, 2015 hearing, the Court again heard argument from the Parties in support of
6 Preliminary Approval and also heard from certain objectors, by their counsel. At the conclusion
7 of the November 3, 2015 hearing, the Court instructed the Parties to make twelve additional
8 revisions to the settlement, in addition to the revisions that had been called for by the Court during
9 the September 11th hearing. The Court also instructed the Parties and objectors that any further
10 briefing would be limited to only the twelve issues raised by the Court during the November 3rd
11 hearing and again continued the hearing on Plaintiff Jones' Motion for Preliminary Approval until
12 December 21, 2015;

13 WHEREAS, following the November 3rd hearing, the Parties again met and conferred with
14 each other and counsel for the objectors. Based on these conferences, additional changes were
15 made to the settlement and presented to the Court on December 21, 2015;

16 WHEREAS, on December 21, 2015, the Court re-convened the hearing on Plaintiff Jones'
17 Motion for Preliminary Approval. During the December 21, 2015 hearing, the Court again heard
18 argument from the Parties in support of Preliminary Approval and also heard from certain
19 objectors, by their counsel;

20 WHEREAS, during the December 21, 2015 Preliminary Approval Hearing, the Court
21 again recognized that the \$44 million in refunds and credits identified by Class Counsel was an
22 estimate and that the aggregate amount to be refunded and credited could grow if additional issues
23 / items were discovered during the course of the remediation effort and stated in relevant part, "*the*
24 *monetary relief portion of the settlement provides settlement class members with an estimated \$44*
25 *million in credits or refunds arising from overbilling. And this is not a cap; it's just an estimate.*"
26 See December 21, 2015 Hearing Transcript at 81.

27 WHEREAS, at the conclusion of the December 21, 2015 hearing, the Court: (i)
28 conditionally preliminarily approved the settlement; (ii) appointed Antwon Jones as Class

1 Representative; (iii) appointed Yaar Kimhi as the Class Representative for the Solar Subclass; (iv)
2 appointed Landskroner Grieco Merriman, LLC as Class Counsel; (v) appointed Mr. Paul Bender
3 as the CC&B Billing System Monitoring Expert; (vi) appointed Dr. Barbara Barkovich as the
4 Special Master in this case; and (vii) instructed the parties to make four additional changes to the
5 settlement;

6 WHEREAS, since the December 21, 2015 hearing, the CC&B System Monitoring Expert
7 has conducted numerous one and two day-site visits, document review and analysis sessions, and
8 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel;

9 WHEREAS, during the period April 12th through April 29th, 2016, the CC&B System
10 Monitoring Expert conducted an extended site visit at LADWP;

11 WHEREAS, as detailed in the *Report of Independent CC&B Systems Monitor*
12 *Concerning Status of Class Action Settlement for First and Second Quarters of 2016* filed with
13 the Court on July 14, 2016, following this extended site visit, the CC&B Billing System
14 Monitoring Expert informed counsel for all Parties that the then-current Scope of Work and
15 schedule would need to be significantly revised to allow additional time for the LADWP to
16 undertake the additional work the Monitoring team requested. The CC&B System Monitoring
17 Expert also stated that the Monitoring team would use this additional time to: (i) perform various
18 verification tasks and data analyses required to ensure that the mechanisms and methodologies the
19 LADWP utilized are accurate and reliable; and (ii) continue to work closely with LADWP IT
20 Professionals to ensure that the Settlement's goal of refunding 100% of all overcharges to
21 LADWP customers is achieved;

22 WHEREAS, on July 14, 2016, the CC&B System Monitoring Expert: (i) informed the
23 Court that the amount to be refunded to Class members would increase by at least \$5.4 million
24 dollars based on additional work the LADWP performed; and (ii) requested that the Court extend
25 the deadline for the LADWP to complete the programming and testing necessary to identify *all*
26 LADWP customers who have been overcharged and quantify the amounts of such overcharges to
27 November 18, 2016;

28

1 WHEREAS, on July 28, 2016, the Court granted the CC&B System Monitoring Expert 's
2 request and extended the deadline to November 18, 2016 to complete the programming and testing
3 necessary for the LADWP to identify customers who have been overcharged and quantify the
4 amounts of such overcharges;

5 WHEREAS, on October 28, 2016, the LADWP concluded the work necessary to identify
6 customers who have been overcharged and quantify the amounts of such over charges. Thereafter,
7 the CC&B System Monitoring Expert finalized the work it was performing to confirm the accuracy
8 of the LADWP's programming and testing;

9 WHEREAS, on October 31, 2016, the Parties participated in another day-long mediation at
10 JAMS in Los Angeles before Judge Tevrizian. During the October 31st mediation, the Parties
11 negotiated the following revisions to the settlement: (i) a revision to Rule 17 of the Rules Governing
12 Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a revision to the
13 date by which the Tiger Team will be operational; (iv) a revision to the scope of work the CC&B
14 System Monitoring Expert is to perform involving the Tiger Team and claims administration
15 activities; (v) a revision to the date by which the Information Technology Department Project
16 Management Office will be operational; (vi) a revision to the claims process for Solar Subclass
17 members; and (vii) a revision to the amount of attorneys' fees and expense reimbursement which
18 may be sought by Class Counsel; and,

19 WHEREAS, the City and the other Released Parties, defined below, have denied, and
20 continue to deny, the substantive claims set forth in the complaints in this Action and in the
21 *Bransford, Fontaine, and Kimhi* Actions, and have denied and continue to deny any and all
22 wrongdoing and liability of any kind with respect to any and all facts and claims alleged and
23 further deny that any Settlement Class Member has suffered any damage caused by the City and
24 the other Released Parties.

25 **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND**
26 **AGREED**, by and between the Parties, through their respective counsel, and subject to the
27 approval of the Court, that the Actions be settled, compromised and dismissed, on the merits and
28

1 with prejudice, and the Released Claims be finally and fully compromised, settled and dismissed
2 as to the Released Parties, subject to and in accordance with the following terms and conditions:

3 **II. DEFINITIONS**

4 As used in this Revised Agreement and the exhibits thereto, in addition to any definitions
5 elsewhere in this Revised Agreement, the following terms shall have the meanings set forth below:

6 1. “Action” means *Jones v. City of Los Angeles*, Case No. BC577267 pending in the
7 Superior Court of the State of California for the County of Los Angeles.

8 2. “Actions” means collectively the Action together with the *Bransford, Fontaine*, and
9 *Kimhi* Actions.

10 3. “Agreement” means the Class Action Settlement Agreement and Limited Release
11 executed on November 18, 2015.

12 4. “Back-Billing” means the submission of a bill by LADWP to an account holder
13 that includes more than one billing cycle where the prior billing statements had not previously
14 been billed to the account holder. Back-Billing does not include the issuance of a “Cancel-
15 Rebill.”

16 5. “Cancel-Rebill” means a bill issued that reconciles a customer’s charges from prior
17 bills.

18 6. “CC&B System” means LADWP’s Customer Care and Billing System used to bill
19 its customers for electricity and water usage, sewage and sanitation services, which went “live” on
20 September 3, 2013.

21 7. “CC&B System Auditor” means the audit firm hired to conduct CC&B System
22 audits described in Section III.C.2.b. herein.

23 8. “CC&B System Monitoring Expert” means Paul Bender of Paul Bender
24 Consulting.

25 9. “Claims Administrator” means Kurtzman Carson Consultants LLC (“KCC”)
26 (formerly known as Gilardi & Co. LLC), an independent service provider whose function shall
27 include the processing of Claim Forms and administration of all claims filed by Settlement Class
28 Members in this Action.

- 1 10. “Claim Form” means a document substantially in the form of the document
2 attached to this Revised Agreement as Exhibit G.
- 3 11. “Claim Period” means:
- 4 a. for Omnibus Subclass Members, the 60 day period commencing on the
5 date of the Class Notice;
- 6 b. for Pre-Identified Claims Made Subclass Members, the 60 day period
7 commencing on the date of the Class Notice;
- 8 c. for Field Work Customers, the 60 day period commencing on the date of
9 the Field Work Determination Letter.
- 10 12. “Claims Processing Unit” means a team of trained LADWP employees responsible
11 for examining Claim Forms and supporting documentation submitted by Settlement Class
12 Members to determine the refunds or credits are due to Settlement Class Members.
- 13 13. “Class Counsel” means Landskroner Grieco Merriman, LLC.
- 14 14. “Class Notice” means the notices disseminated in connection with the Class Notice
15 Program substantially in the form of Exhibits A-B hereto.
- 16 15. “Class Notice Date” means the later of the last date of published notice, or the last
17 date of emailed or mailed notice.
- 18 16. “Class Notice Program” means the plan for disseminating the Class Notices
19 described in Section III.D. herein.
- 20 17. “Class Representative” means Plaintiff Jones.
- 21 18. “Class Representative for the Solar Subclass” means plaintiff Yaar Kimhi.
- 22 19. “Complaint” means the First Amended Class Action Complaint filed in the Action.
- 23 20. “Court” means the Superior Court of the State of California for the County of Los
24 Angeles.
- 25 21. “Credit/Refund Letter” means the letter disseminated to Pre-Identified Non-Claims
26 Made Subclass Members in connection with the claims process substantially in the form of
27 Exhibit D hereto.
- 28 22. “Defense Counsel” means Liner LLP.

1 23. “Effective Date” means the later of the date upon which all appeals, if any, from
2 the Final Order and Judgment (defined below) have been finally concluded and exhausted, with
3 the date upon which the time to seek any appellate remedy from the Final Order and Judgment has
4 expired.

5 24. “Eligible Claim” means a claim or claims by a Settlement Class Member generally
6 meeting the criteria for settlement benefits under this Revised Agreement.

7 25. “Field Work Customer” means any LADWP customer with an open field
8 investigation as of December 21, 2015.

9 26. “Field Work Determination Letter” means the letter disseminated to Field Work
10 Customers in connection with the claims process substantially in the form of Exhibit J hereto that
11 informs LADWP customers of the LADWP’s determination following the completion of field
12 work.

13 27. “Field Work Notification Letter” means the letter disseminated to Field Work
14 Customers in connection with the claims process substantially in the form of Exhibit I hereto that
15 notifies Field Work Customers of a pending field investigation.

16 28. “Final Approval Hearing” means the hearing to be held by the Court to consider
17 and determine whether the proposed Settlement should be approved of as fair, reasonable and
18 adequate, and whether the Final Order and Judgment should be entered.

19 29. “Final Order and Judgment” means a final judgment entered by the Court in
20 substantially the form attached as Exhibit H to this Revised Agreement.

21 30. “Identification Letter” means the letter disseminated to a Pre-Identified Claims
22 Made Subclass Member in connection with the claims process substantially in the form of Exhibit
23 E hereto.

24 31. “LADWP” means the Los Angeles Department of Water and Power.

25 32. “Liaison Counsel” means the Law Offices of Michael J. Libman.

26 33. “Omnibus Subclass Letter” means the letter disseminated to LADWP customers
27 who have not been identified as either: (i) Pre-Identified Non-Claims Made Subclass Members or
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1 (ii) Pre-Identified Claims Made Subclass Members in connection with the claims process in
2 substantially the form of Exhibit F hereto.

3 34. "Parties" means the City of Los Angeles, by and through the Los Angeles
4 Department of Water and Power and Plaintiff Jones on behalf of himself and all others similarly
5 situated.

6 35. "Persons" means persons and entities, including, without limitation, any
7 individuals, sole proprietorships, associations, companies, partnerships, joint ventures,
8 corporations, trusts, estates, or any other persons or entities.

9 36. "Plaintiff" or "Plaintiff Jones" means Antwon Jones.

10 37. "Pre-Identified Subclass Member" means an LADWP customer who has been
11 identified through LADWP's internal records as a member of an identified subclass as addressed
12 herein.

13 38. "Preliminary Approval Order" means the proposed order preliminarily approving
14 the settlement, substantially in the form of Exhibit C hereto.

15 39. "Released Claims" means all claims, damages, suits, demands, liabilities,
16 judgments, losses and causes of action which have accrued as of the date of entry of the Order of
17 Preliminary Approval relating to or arising from the billing issues alleged in the operative
18 pleadings in the Actions, including:

- 19 (i) overbilling as a result of charging an incorrect rate, incorrect amount of
20 consumption, incorrect utility tax rate or failing to apply a discount;
- 21 (ii) billing incorrect fees, including but not limited to late payment fees,
22 reconnect fees and/or start service fees;
- 23 (iii) retaining refunds during the period of September 3, 2013 to the present that
24 were due;
- 25 (iv) billing for greater quantities of water, power or sewage than otherwise
26 would have been charged but for the existence of a premise condition;
- 27 (v) the assessment of overdraft fees resulting from the LADWP having charged
28 customers an incorrect billing amount; and

1 (vi) for solar customers, delay in providing a reservation confirmation to and/or
2 connecting the solar system, and/or failure to bill for energy consumed
3 and/or generated; and/or failure to credit for excess energy generated by the
4 customer's solar power system at any time from February 13, 2010, through
5 the date of the entry of the Order of Preliminary Approval,
6 sounding in law or equity, seeking damages or any other relief, that are now recognized by law or
7 that may be created or recognized in the future by statute, regulation, judicial decision or in any
8 other manner, based upon any federal or state statutory or common law including but not limited
9 to, claims sounding in tort, contract and the consumer protection laws of the United States or of
10 any state or other jurisdiction within the United States, and all claims, damages, suits, demands,
11 liabilities, judgments, losses or causes of action which have been, might have been, are now, or
12 could be asserted by any plaintiff or any Settlement Class Member arising out of, based upon, or
13 related to, in whole or in part, the facts and circumstances underlying the claims and causes of
14 action set forth in the Actions.

15 Released claims include claims for economic and non-economic damages that were
16 proximately caused by the LADWP having overbilled its customers during the time periods set
17 forth in the operative Complaint in the *Jones Action*. These economic and non-economic damages
18 may be direct, incidental, or consequential and, by way of example, include: repair costs; services
19 costs (e.g., the cost of a plumber or electrician to examine or repair a premise condition); finance,
20 interest, or overdraft charges imposed by a third party; costs related to or arising from erroneous
21 disconnections; reconnection fees; loss of perishable items; damage to personal property; or loss
22 of wages or business income. All such losses and damages are expressly deemed Eligible Claims
23 pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek recovery of
24 100% of such losses and damages through the Omnibus claims process.

25 Released Claims also include claims for economic and non-economic damages that
26 resulted in overbilling to customers and were proximately caused by the LADWP's failure to: (i)
27 timely undertake field investigations, conduct field maintenance, perform meter reads, or provide
28 accurate information concerning actual utilization; (ii) prorate or allot utilization in accordance

1 with applicable rate schedules; and (iii) comply with disconnection rules. All such losses and
2 damage are expressly deemed Eligible Claims pursuant to this Revised Agreement and a
3 Settlement Class Member is entitled to seek recovery of 100% of such losses and damages through
4 the Omnibus claims process.

5 Released Claims do not include:

- 6 (i) the claims asserted in the action, *Morski v. City of Los Angeles by, and through, the*
7 *Los Angeles Department of Water & Power*, Los Angeles Superior Court Case No
8 BC 568722 (the “*Morski Action*”), which allege that the LADWP violated
9 Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No.
10 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968
11 and Ordinance No. 179802) by assessing tiered billing without obtaining actual
12 monthly meter reads and without providing regular, timely, and accurate monthly
13 bills to its customers (“Non-Monthly Tiered Billing Claims”);
- 14 (ii) causes of Action 27-32 in the First Amended Complaint filed on October 20, 2015
15 in the action entitled *Macias v. City of Los Angeles erroneously sued as Los*
16 *Angeles Department of Water and Power, et al.*, Los Angeles Superior Court Case
17 No. BC594049 (the “*Macias Action*”), which counsel for Plaintiff Macias has
18 represented will also be asserted in the Third Amended Complaint that will be filed
19 in the *Macias Action* on or before November 10, 2016;
- 20 (iii) claims for violations of California’s Bane Act, Civil Code § 51.2;
- 21 (iv) claims arising out of field work investigations created after December 21, 2015;
- 22 (v) claims arising out of LADWP’s failure to record or credit payments made by
23 customers;
- 24 (vi) claims arising from the Back-Billing of customers during the period September 3,
25 2013 through September 10, 2015; and
- 26 (vii) claims for personal injury.

27 40. “Released Parties” means the City of Los Angeles and all of its divisions,
28 departments and bureaus.

1 41. “Remediation Period” means the up to 18-month period during which LADWP will
2 complete stabilization and remediation of the CC&B System immediately following the Effective
3 Date.

4 42. “Revised Agreement” means this executed Revised Class Action Settlement
5 Agreement and Limited Release.

6 43. “Settlement” means the settlement embodied in and contemplated by this Revised
7 Agreement.

8 44. “Settlement Class” is comprised of:

9 All LADWP customers who were over-charged for electric, water,
10 sewage or sanitation services between the dates of September 3,
11 2013 and the present, and who are entitled to credits or refunds for
12 electric, water, sewage or sanitation services and/or for participation
13 in the LADWP’s solar incentive program from February 13, 2010.

14 Expressly excluded from the Settlement Class are the Judge to
15 whom this case is assigned, any members of the Judge’s immediate
16 family, and counsel of record in this action.

17 45. “Settlement Class Member” means any person included within the Settlement
18 Class, which includes any person who does not timely exercise his or her right to opt out of the
19 Settlement Class pursuant to Section III.J. herein.

20 46. “Special Master” means Barbara R. Barkovich, Ph.D of the firm of Barkovich &
21 Yap, Inc. (B&Y), who shall be responsible for conducting independent reviews and determination
22 of claims as requested by any Settlement Class Member, subject to Court approval.

23 All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs and
24 exhibits to this Revised Agreement, unless otherwise expressly stated.

25 Capitalized terms used in this Revised Agreement, but not defined above, shall have the
26 meaning ascribed to them in this Revised Agreement and the exhibits attached hereto.

27 **III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT**

28 **A. Certification of Settlement Class**

For purposes of settlement only, and not for purposes of liability, and subject to Court
approval, the Parties hereby stipulate to the certification of a class in this Action, pursuant to

1 California Code of Civil Procedure Section 382, and California Rules of Court Rules 3.764(e) and
2 3.769(d), with members of the certified Class to comprise only those persons defined herein as the
3 Settlement Class.

4 **B. Settlement Subclasses**

5 The Settlement Class is comprised of the following 7 Subclasses: (i) Overbilled Subclass;
6 (ii) Incorrect Fee Subclass; (iii) Unrefunded Balance Subclass; (iv) Solar Subclass; (v) Premise
7 Condition/Estimated Bill Subclass; (vi) Automatic Bill Payment/Bank Overdraft Charge Subclass;
8 and (vii) Omnibus Subclass.

9 **1. Overbilled Subclass**

10 The Overbilled Subclass is comprised of all LADWP customers that were overbilled as a
11 result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility tax
12 rate or who did not have a discount applied.

13 **2. Incorrect Fee Subclass**

14 The Incorrect Fee Subclass is comprised of all LADWP customers that were charged an
15 incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service
16 fees.

17 **3. Unrefunded Balance Subclass**

18 The Unrefunded Balance Subclass is comprised of all LADWP customers that: (i) have
19 “Closed Accounts” with credit balances and (ii) are owed refunds that have been withheld by the
20 LADWP during the period of September 3, 2013 to the present.

21 **4. Solar Subclass**

22 All LADWP customers that have installed solar systems and applied to participate in the
23 Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay
24 beyond 30 days after submission of a complete Incentive Application and Supporting
25 Documentation and/or indication that the solar system was fully permitted and ready for
26 inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii)
27 have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for
28 excess energy generated by the customer’s solar power system.

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5. Premise Condition/Estimated Bill Subclass

The Premise Condition/Estimated Bill Subclass is comprised of all LADWP customers that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.

6. Automatic Bill Payment/Bank Overdraft Charge Subclass

The Automatic Bill Payment/Bank Overdraft Charge Subclass is comprised of all LADWP customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer’s bank account being overdrawn.

7. Omnibus Subclass

All LADWP customers that believe that they were: (i) incorrectly assessed a charge associated with their power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from their participation in the LADWP’s solar incentive program at any time from February 13, 2010 to the present.

A Settlement Class Member may be a member of one or more of the subclasses listed above. Subject to the terms and conditions of this Revised Agreement, the Parties agree not to oppose any efforts to certify such a class. A certification pursuant to this paragraph shall not constitute, in this or any other proceeding, an admission, finding or evidence that any requirement for class certification is otherwise satisfied, except for the expressly enumerated purposes in this Revised Agreement.

If the CC&B System Monitoring Expert identifies customers who have not been identified as belonging to a subclass but who have received bills with billing errors, such customers will be entitled to 100% credit (in the case of current customers) or refund (in the case of former customers) of the overcharge or damage caused by the LADWP.

1 **C. Settlement Relief**

2 In consideration for the dismissal of the Actions and the covenants arising under the terms
3 of this Revised Agreement, the Parties hereby agree as follows:

4 **1. Monetary Relief**

5 **a. Pre-Identified Non-Claims Made Subclass Members**

6 The Parties agree that members of the: (i) Overbilled Subclass; (ii) Incorrect Fee Subclass;
7 (iii) Unrefunded Balance Subclass; and (iv) Solar Subclass (“Pre-Identified Non-Claims Made
8 Subclass Members”) shall be pre-identified as members of each of these subclasses from the
9 internal records of the LADWP and the methodology for identification shall be verified and tested
10 for fairness and for reasonableness by the CC&B System Monitoring Expert.

11 The Parties further agree that the LADWP shall credit (in the case of current customers) or
12 refund (in the case of former customers) 100% of any amounts that the LADWP overcharged or
13 damaged “Pre-Identified Non-Claims Made Subclass Members” during the period September 3,
14 2013 through the present for electric, water, sewage, and sanitation customers, and during the
15 period February 13, 2010 through the present for members of the Solar Subclass. The amounts to
16 be: (i) credited to current customers; and (ii) refunded to former customers who are “Pre-
17 Identified Non-Claims Made Subclass Members” shall be determined by the LADWP, and the
18 methodology used to determine the amounts shall be verified for fairness and for reasonableness
19 by the CC&B System Monitoring Expert and subject to Court approval. In determining such
20 amount, the LADWP shall calculate the amount to be credited or refunded by applying the
21 applicable rates and recoverable actual customer usage data for the periods in question for each
22 Subclass Member. The Parties further agree that Pre-Identified Non-Claims Made Subclass
23 Members who do not timely exclude themselves as Class Members shall automatically receive the
24 amount of the credit or refund determined by the LADWP through this process without the need to
25 file a Claim Form. The terms of any payment will be made as stated in the Class Notice and the
26 Credit/Refund Letter. Any Pre-Identified Non-Claims Made Subclass Member may seek an
27 independent review by the Special Master of the determination made by LADWP as set forth in
28 Section III.I.5. herein.

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b. Pre-Identified Claims Made Subclass Members

The Parties agree that members of the: (i) Premise Condition/Estimated Bill Subclass; and (ii) Automatic Bill Payment/Bank Overdraft Charge Subclass (“Pre-Identified Claims Made Subclass Members”) shall be pre-identified as members of each of these subclasses from the internal records of the LADWP through a methodology and process verified for fairness and for reasonableness by the CC&B System Monitoring Expert.

The Parties agree that any member of the “Pre-Identified Claims Made Subclass” who wishes to file a claim must timely complete and submit a valid Claim Form substantiated by the documentary evidence specified in the Claim Form to the Court-appointed Claims Administrator. The Claims Administrator shall be responsible for making an initial determination as to whether such Claim Forms are complete and working with Pre-Identified Claims Made Subclass Members who submit incomplete claims to satisfactorily complete the claims process. The Claims Administrator shall timely provide all completed claims to the Claims Processing Unit at LADWP.

The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting documentation submitted in support thereof and determine if any refund or credit is due a Pre-Identified Claims Made Subclass Member who has timely submitted a completed claim. The criteria used to determine the claims of the Pre-Identified Claims Made Subclass Members by the Claims Processing Unit shall be independently evaluated by the CC&B System Monitoring Expert to determine if they are fair and reasonable, subject to the Court’s oversight and continuing jurisdiction.

In the event that the Claims Processing Unit at LADWP determines that a Pre-Identified Claims Made Subclass Member who has timely submitted a completed claim is due a refund or credit, the Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited or otherwise paid to any member of the Pre-Identified Claims Made Subclass on the submitted claim.

The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any: (i) amount the LADWP overcharged any member of the Premise Condition/Estimated Bill

1 Subclass; and/or (ii) damages the LADWP caused any member of the Automatic Bill
2 Payment/Bank Overdraft Charge Subclass to incur during the period September 3, 2013 through
3 the present. Any Pre-Identified Claims Made Subclass Member may seek an independent review
4 by the Special Master of any determinations made by LADWP as set forth in Section III.I.5.
5 herein.

6 **c. Omnibus Subclass Members**

7 In recognition of the possibility that some LADWP customers who have not been “pre-
8 identified” through LADWP’s internal records may believe that they were overcharged or
9 otherwise damaged as a result of the matters alleged in the Complaint:

10 Any current or former LADWP customers, whether “pre-identified” as a member of any
11 Subclass, or not, who nevertheless believe they have been otherwise: (i) overcharged as a result of
12 a billing error made by LADWP at any time since September 3, 2013; or (ii) damaged as a result
13 of their participation in the LADWP’s solar incentive program at any time since February 13,
14 2010, may file a Claim Form to recover such overcharge or damages. A claim may be made for
15 economic and non-economic damages which were proximately caused by an overbilling error.
16 Such claims can be asserted and will be considered through the claims process. A Settlement
17 Class Member who wishes to pursue such a claim through a separate lawsuit or a means, other
18 than the claims process, can request exclusion from the Settlement Class pursuant to Section III.H
19 of this Revised Agreement.

20 The Parties agree that any member of the Omnibus Subclass who wishes to file a claim
21 must timely complete and submit a valid Claim Form substantiated by the documentary evidence
22 specified in the Claim Form to the Court-appointed Claims Administrator. The Claims
23 Administrator shall be responsible for making an initial determination as to whether such Claim
24 Forms are complete and shall work with Omnibus Subclass Members who submit incomplete
25 claims to satisfactorily complete the claims process. The Claims Administrator shall timely
26 provide all completed claims to the Claims Processing Unit at LADWP.

27 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting
28 documentation submitted in support thereof and determine whether any refund or credit is due an

1 Omnibus Subclass Member who has timely submitted a completed claim. The criteria used to
2 determine the claims of the Omnibus Subclass Members by the Claims Processing Unit shall be
3 independently evaluated by the CC&B System Monitoring Expert to determine they are fair and
4 reasonable, subject to the Court's oversight and continuing jurisdiction.

5 In the event that the Claims Processing Unit at LADWP determines that an Omnibus
6 Subclass Member who has timely submitted a completed claim is due a refund or credit, the
7 Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited or
8 otherwise paid to any member of the Omnibus Subclass on the submitted Claim.

9 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any
10 amount the LADWP damaged or overcharged any member of the Omnibus Subclass arising from
11 the allegations in the Complaint, during the period September 3, 2013 through the present, as
12 determined by the Claims Processing Unit at LADWP.

13 The Parties further agree that, subject to Court approval, LADWP shall refund 100% of
14 any damages that the Claims Processing Unit at LADWP determines the LADWP caused any
15 member of the Omnibus Subclass to incur as a result of their participation in the LADWP's solar
16 incentive program during the period February 13, 2010 through the present. Any Omnibus
17 Subclass Member may seek an independent review by the Special Master of any determinations
18 made by LADWP as set forth in Section III.I.5 herein.

19 **d. Timing of Payment**

20 All monetary compensation to be paid out under this Revised Agreement will be paid out
21 as follows:

22 i. Pre-Identified Non-Claims Made Subclass Members will be
23 paid out by not later than seven months following the Effective Date; and

24 ii. Pre-Identified Claims Made Subclass Members or Omnibus
25 Subclass Members will be paid out by not later than seven months following expiration of the
26 Claim Period.

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e. **Uncashed and Returned Checks**

The funds for any returned or uncashed checks issued to Settlement Class Members will be held for one year following the expiration of the Remediation Period to correct any errors that may arise in the distribution of the Settlement refunds. After that time and subject to Court approval, any uncashed refund checks shall be paid to Share Project, as administered by the United Way, which is designed for low-income and elderly unemployed LADWP residential customers, who are not eligible for other aid or welfare assistance, to meet their energy and water needs.

2. **Remedial Relief and Corrective Actions**

In addition to providing the foregoing monetary consideration, the Parties also hereby agree that the LADWP will undertake the following remedial and corrective measures in connection with the Settlement:

a. **Create and Adopt CC&B System Performance Metrics and Perform Work Necessary to Achieve and Maintain Compliance with these Metrics**

While the LADWP has already undertaken certain remedial measures to stabilize the performance and functioning of the CC&B System, the LADWP hereby agrees that it will appropriate and expend an additional twenty-million dollars (\$20 million) over the eighteen-month CC&B System Remediation Period provided for by this Settlement to retain CC&B System consultants and software engineering consultants including, but not limited to Oracle Corp., to assist the LADWP in remediating and stabilizing the LADWP’s CC&B System to ensure that the CC&B System generates and delivers timely and accurate customer bills.

In addition, to further enhance customer service and ensure timely delivery of accurate customer bills, Defendant agrees that it will also deploy the human and financial resources necessary to enable the LADWP to meet, or exceed, the following thirteen objective performance bench marks on the schedule required by this Revised Agreement:

(1) Backlogged Field Investigation Cases Customer High/Low Bill Inquiries

Since the implementation of the CC&B System, the number of field investigation cases has increased and has exceeded the ability of LADWP to process these field investigation cases in a

1 timely manner. To further enhance customer service and to ensure accurate and timely billing of
 2 customers, LADWP commits to working and completing customer high bill and low bill inquiry
 3 cases and to do tasks within the service level goals. Customer high bill and low bill inquiries are
 4 tracked in field investigation cases and to do task lists. The High/Low bill field investigation
 5 cases and to do's along with other relevant tasks will be tracked and the service level reported:

- 6 • Electric High Bill Complaint for Field Investigation CM_FIEHB
- 7 • Electric Low Bill Complaint for Field Investigation CM_FIELB
- 8 • Water High Bill Complaint for Field Investigation CM_FIWHB
- 9 • Water Low Bill Complaint for Field Investigation CM_FIWLB

10 The Department will meet or exceed the following metrics.

11 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 12 completed during the month that were within 30 days of the field investigation being
 13 created.

14 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 15 from the date of the field investigation being created to the date that the task was
 16 completed.

17 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

25 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 75%

1		initial service window.	
2	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

5 C) After 540 Days

7	Metric	Description	Service Goals
8	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
10	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

13 **(2) Backlogged Field Investigation Cases with Billing Instructions**

14 Since the implementation of the CC&B System, the number of field investigation cases
 15 and to do tasks has increased and has exceeded the ability of LADWP to process these field
 16 investigation cases in a timely manner. Customer requests are tracked in field investigation cases
 17 and to do task lists. To further enhance customer service and to ensure accurate and timely billing
 18 of customers, LADWP commits to working and completing field investigation cases with billing
 19 instructions cases and to do tasks within the service level goals. The field investigation cases with
 20 billing instructions cases and to do tasks along with other relevant tasks will be tracked and the
 21 service level reported:

- 22 • Account Service FI To Do CM_FIASU

23 The Department will meet or exceed the following metrics.

24 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 25 completed during the month that were within 30 days of the field investigation being
 26 created.

27 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 28

1 from the date of the field investigation being created to the date that the task was
 2 completed.

3 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

10 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

17 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

25 **(3) Backlogged Field Investigation Cases Cut-in-Flat and**
 26 **Defective**

27 Since the implementation of the CC&B System, the number of field investigation cases
 28 and to do tasks has increased and has exceeded the ability of LADWP to process these field

1 investigation cases in a timely manner. LADWP field crews report unmetered electric services
 2 that are cut-in-flat, unmetered water service that has a spacer and defective meters. To ensure
 3 accurate and timely billing of the customer, LADWP needs to install working meters by either
 4 replacing defective meters or working with the customers to resolve the issue necessitating service
 5 to be unmetered. The field investigation cases and to do's along with other relevant tasks will be
 6 tracked and the service level reported:

- 7 • Electric Cut Flat Investigation for FI CM_FIECF
- 8 • Electric Defective Meter Investigation for FI CM_FIEDF
- 9 • Pending Cut Flat or Spacer Case for FI CM_FIPCS
- 10 • Pending Defective Meter Case for FI CM_FIPDM
- 11 • Water Defective Meter Investigation for FI CM_FIWDF
- 12 • Water Spacer Investigation for FI CM_FIWSP

13 The Department will meet or exceed the following metrics.

14 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 15 completed during the month that were within 30 days of the field investigation being
 16 created.

17 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 18 from the date of the field investigation being created to the date that the task was
 19 completed.

20 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

8 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI		< 60 days

14 (4) **Backlogged Field Investigation Cases with Other Issues**

15 Since the implementation of the CC&B System, the number of field investigation cases
 16 and to do tasks including final inspection of residential solar systems for participation in the solar
 17 incentive program has exceeded the ability of the Department to process these field investigation
 18 cases in a timely manner. This metric tracks the field investigation cases and to do's not tracked
 19 in other field investigation metrics. These field investigation cases and to do's will be tracked and
 20 the service level reported:

- 21 • Electric Why High Investigation for FI CM_FIEWH
- 22 • Electric Why Low Investigation for FI CM_FIEWL
- 23 • Electric Classification Survey Investigation for FI CM_FIECS
- 24 • Electric Meter Survey Switch Investigation for FI CM_FIEMS
- 25 • Electric Rate Survey Investigation for FI CM_FIERS
- 26 • Electric Service Investigation for FI CM_FIESI
- 27 • Electric Meter Survey Serves Investigation for FI CM_FIESS
- 28 • Pending Meter Survey Case for FI CM_FIPSV

- 1 • Water Why High Investigation for FI CM_FIWWH
- 2 • Water Why Low Investigation for FI CM_FIWWL
- 3 • Water Classification Survey Investigation for FI CM_FIWCS
- 4 • Water Meter Survey Switch Investigation for FI CM_FIWMS
- 5 • Water Rate Survey Investigation for FI CM_FIWRS
- 6 • Water Service Investigation for FI CM_FIWSI
- 7 • Water Meter Survey Serves Investigation for FI CM_FIWSS
- 8 • Request for Meter Survey CMMTRSUR

9 The Department will meet or exceed the following metrics.

10 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 11 completed during the month that were within 30 days of the field investigation being
 12 created.

13 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 14 from the date of the field investigation being created to the date that the task was
 15 completed.

16 A) After 180 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open FI	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

23 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To	The age of the oldest field investigation case and To Do task measured from the date of the	< 75 days

1	Do	field investigation being created to the date that the task was completed.	
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3 C) After 540 Days

4	Metric	Description	Service Goals
5	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
6			
7	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days
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11 **(5) Backlogged Field Services Field Activities**

12 New customers as well as existing customers who wish to start service at a new address or
 13 existing customers who wish to stop service at their existing address contact LADWP to request
 14 the utility services be connected or disconnected. LADWP will schedule a Field Service
 15 representative to visit the customer’s premise and start or stop the service and obtain a meter read,
 16 which is used for the opening or closing bill. The field service field activities are tracked and the
 17 service level reported:

18 The Department will meet or exceed the following metrics.

19 **On Time Rate** – The percentage of field service field activities that were completed during
 20 the month that were within 1 business day of the customer requested date for start service
 21 and 10 business day of the customer requested date for stop service.

22 A) After 180 Days

23	Metric	Description	Service Goals
24	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
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1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 85%

5 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

10 (6) Defective Meters

11 LADWP field crews report unmetered electric and water services that have defective
12 meters. To ensure accurate and timely billing of the customer, LADWP needs to install working
13 meters by replacing defective meters. The replacement of defective meters will be tracked and the
14 service level reported:

15 The Department will meet or exceed the following metrics.

16 **On Time Rate** – The percentage of field activities to replace defective meters that were
17 completed during the month that were within 90 days of the date the defective meter was
18 first reported.

19 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Defective Meter		< 180 days

25 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 50%

1		initial service window.	
2	Oldest Open Defective Meter		< 150 days

3
4 C) After 540 Days

6	Metric	Description	Service Goals
7	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
9	Oldest Open Defective Meter		< 120 days

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(7) Cut In Flat Electric Meters and Spacer on Water Meters

LADWP field crews report unmetered electric service that are cut-in-flat and unmetered water service that has a spacer. To ensure accurate and timely billing of the customer, LADWP needs to work with the customers to resolve the issue necessitating service to be unmetered. The tasks to install meters on unmetered services will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field activities to install meters on unmetered services that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

21	Metric	Description	Service Goals
22	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
24	Oldest Open Cut-In-Flat or Spacer		< 180 days

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Cut-In-Flat or Spacer		< 150 days

7 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Cut-In-Flat or Spacer		< 120 days

13 **(8) Backlogged Meter Reread Field Activities**

14 To further enhance customer service and to ensure accurate and timely billing of the
15 customer, LADWP commits to meeting meter reread field activity service level goals. LADWP
16 customers who have an outstanding meter read because: (1) a high low billing exception has
17 occurred and the biller requests a re-read to verify consumption, (2) the customer has requested a
18 re-read of their meter to verify consumption, or (3) the meter reader was unable to gain access to
19 the property to read the meter. The meter re-read field activities will be tracked and the service
20 level reported:

21 The Department will meet or exceed the following metrics.

22 **On Time Rate** – The percentage of meter reread field activities that were within 15 days
23 of the date the defective meter was first reported.

24 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

6 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

11 **(9) Backlogged Field Collections Field Activities**

12 To further enhance customer service and to avoid creating a hardship for a customer by
13 allowing them to become over extended by exceeding their ability to pay, LADWP commits to
14 meeting field collection field activity service level goals to reconnect service after payment or
15 sever service for non-payment in a timely manner. The collection activity will be in compliance
16 with the LADWP field collection policy at the time the collection is attempted. The field
17 collection field activities will be tracked and the service level reported:

18 The Department will meet or exceed the following metrics.

19 **On Time Rate** – The percentage of field collection field activities that were within 30 days
20 of the date the defective meter was first reported.

21 **Oldest Order** – The age of the oldest field collection field activity measured from the date
22 the field can first be worked.

23 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open field collection field activity		< 90 days

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2 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open field collection field activity		< 75 days

8

9 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open field collection field activity		< 60 days

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(10) Backlogged Water And Power Distribution Meter Exchange

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To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting water and power meter exchange field activity service level goals. The meter exchange field activities will be tracked and the service level reported: The Department will meet or exceed the following metrics.

On Time Rate – The percentage of meter exchange field activities that were within 30 days of the date the exchange was scheduled for completion.

Oldest Order – The age of the oldest meter exchange field activity measured from the date the field activity was scheduled for completion.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%

1	Oldest Open Meter Exchange		< 90 days
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3 B) After 360 Days

4	Metric	Description	Service Goals
5	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
7	Oldest Open Meter Exchange		< 75 days

9
10 C) After 540 Days

11	Metric	Description	Service Goals
12	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
14	Oldest Open Meter Exchange		< 60 days

16 (11) **Backlogged Manually Generated Billing To Do's**

17 To further enhance customer service and to ensure accurate and timely billing of
18 customers, LADWP commits to working and completing billing error To Do tasks within the
19 service level goals. The billing To Do tasks will be tracked and the service level reported:

20 The Department will meet or exceed the following metrics.

21 **On Time Rate** – The percentage of billing To Do tasks that were completed within 30
22 days of the date the To Do task was first created.

23 A) After 180 Days

24	Metric	Description	Service Goals
25	On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 25%

1 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 50%

6 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 95%

11 **(12) Premise Management**

12 The Premise Management Group will be established primarily to aid customers who have
13 newly installed permanent services, which have not been entered into the CC&B system, and who
14 are therefore not receiving bills.

15 The Department will establish a premise management group to manage the addition of new
16 premises and services within the LADWP service territories. The premise management group will
17 be established within 60 days of final approval of the Settlement.

18 **(13) Customer Service Call Times And Responses:**

19 To further enhance customer service, the LADWP commits to meeting a monthly Average
20 Speed of Answer (“ASA”) in both their residential and commercials call centers as called out
21 below. The ASA is the average amount of time it takes for a call to be answered in the call centers
22 during the month. This includes the amount of time callers wait in the automatic call director
23 (“ACD”) queue after navigating through the IVR until the agent answers the phone. It also does
24 not include callers who use a self-service IVR option and never reach the ACD queue.

25 A) After 180 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call	< 5 min

1		center during a specific time period.	
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3 B) After 360 Days

4	Metric	Description	Service Goals
5	Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 4 min
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7			

8 C) After 540 Days

9	Metric	Description	Service Goals
10	Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 3 min
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12			

13

14 **b. Appointment of Independent CC&B System Monitoring Expert**

15 In furtherance of the LADWP’s goal of restoring customer confidence and the public’s
16 trust and confidence in the LADWP’s ability to deliver timely and accurate customer bills and a
17 level of customer service that consistently meets or exceeds industry standards, the Parties further
18 agree that Plaintiff Jones has retained the services of a nationally recognized CC&B consulting
19 expert, Paul Bender of Paul Bender Consulting, to: verify data; establish that the mechanism for
20 identifying affected accounts is accurate and reliable; independently evaluate the criteria used to
21 process the claims; and monitor the CC&B remediation efforts and corrective actions undertaken
22 by the LADWP and its independent CC&B consultants during the Remediation Period, subject to
23 the Court’s oversight and continuing jurisdiction.

24 The CC&B System Monitoring Expert is comprised of a team of senior professionals with
25 extensive experience in information technology and programming, quality assurance and CC&B
26 functionality and solution architecture. The CC&B System Monitoring Expert is owned and
27 operated by Paul L. Bender. Mr. Bender, who earned an MBA from Boston University and is a
28 Certified Public Accountant, has 30 years of financial management and consulting experience,

1 including 20 years as Chief Financial Officer for two large municipal natural gas, water and waste
2 water utilities (City of Richmond Public Utilities from 1986-1997 and District of Columbia Water
3 and Sewer Authority from 1997-2005). As a Chief Financial Officer, Mr. Bender successfully
4 implemented the entire range of financial, customer service and information technology systems
5 (i.e., CIS, AMR/AMI, call center), and restructured financial and customer service operations to
6 stabilize systems, to achieve Board of Directors and City Council objectives, and to meet industry
7 standards. Mr. Bender's most significant and relevant accomplishment as a Chief Financial
8 Officer involved the successful remediation of a failed CC&B system implementation by
9 Pricewaterhouse Coopers, LLP at the Water Department for the City of Cleveland. As a result of
10 the efforts undertaken by Mr. Bender, and the same team of individuals that Mr. Bender has tasked
11 to work on the LADWP CC&B remediation project, Mr. Bender and his team were able to achieve
12 virtually 100% meter reading accuracy and customer billings with industry-leading customer
13 service survey ratings. Mr. Bender's credentials and experience, as well as the credentials and
14 experience possessed by the individuals assisting Mr. Bender in his work on the LADWP CC&B
15 remediation project, are detailed in the exhibits to the Supplemental Declaration of Paul L. Bender
16 in Further Support of Plaintiffs' Motion for Preliminary Approval (the "Supplemental Bender
17 Decl.").

18 The Parties further agree that the CC&B System Monitoring Expert has been, and will
19 continue to be afforded reasonable access to the LADWP's CC&B System and its CC&B System
20 remediation plan and, has been and will continue to be routinely permitted to interview LADWP's
21 IT staff assigned to the CC&B System remediation project and CC&B System consultants
22 working on the remediation project for the purpose of monitoring the resources devoted to the
23 remediation project and LADWP's progress toward meeting or exceeding the metrics specified in
24 Section III.C.2.a. above. The Parties hereto further agree that the CC&B System Monitoring
25 Expert has already provided, and will continue to provide independent, detailed written quarterly
26 reports to Class Counsel, Defense Counsel, the LADWP Board of Commissioners, the Executive
27 Management of the LADWP, and the Office of Public Accountability, detailing his quarterly
28 findings.

1 whether the CC&B System continues to consistently deliver timely and accurate customer bills 18
2 months after the Remediation Period has been concluded.

3 The results of this second independent CC&B System audit shall also be set forth in a
4 detailed audit report that will be provided to the LADWP Board of Commissioners, the General
5 Manager of the LADWP, the Office of Public Accountability, Class Counsel, and Defense
6 Counsel.

7 The Parties further agree that, in the event that the second independent audit confirms that
8 the LADWP is in substantial compliance with its obligations arising under this Revised
9 Agreement, LADWP's obligations under the Settlement will terminate upon the LADWP's Board
10 of Commissioners approving the second audit and the Court issuing a final order terminating the
11 litigation. In addition, the Parties agree that Class Counsel will have access to confirmatory
12 discovery for the purpose of assessing the LADWP's compliance, or lack thereof, with LADWP's
13 obligations arising under this Revised Agreement until such time as the Court issues an Order
14 terminating the litigation.

15 The Parties further agree that Class Counsel shall be responsible for preparing and filing
16 status reports with the Court that inform the Court of the results of the initial and second
17 independent CC&B System audits. The independent audit reports prepared by the CC&B System
18 Auditor will also be attached as Exhibits to all such Status Reports to the Court.

19 **d. Create and Implement Internal Billing "Tiger Team" To**
20 **Address Unique or Complex Billing Issues**

21 In recognition of the fact that certain types of customer bills often require a heightened
22 level of customer service, and in furtherance of the LADWP's goal to deliver accurate and timely
23 bills to all of its customers, including those customers who require a heightened level of customer
24 care and service, the Parties hereby agree that the LADWP has established and is in the process of
25 fully staffing a "Tiger Team" with not less than ten customer service representatives who have
26 extensive training and experience in complex billing matters to address escalated or complex
27 customer billing concerns.

28

1 The LADWP has worked with Class Counsel to develop internal guidelines and a process
2 for identifying and escalating all highly complex customer billing issues to ensure that all
3 customers, including those customers with extremely complex bills, receive the level of customer
4 care necessary to timely resolve any and all billing issues.

5 The Tiger Team has become a permanent unit within the LADWP's Customer Service
6 organization and will be fully staffed within 60 days of the Settlement being preliminarily
7 approved by the Court.

8 e. **Create and Implement Information Technology Department**
9 **Project Management Office**

10 In recognition of the fact that the LADWP is the largest municipal utility in the United
11 States and is anticipated to be replacing and/or significantly upgrading significant portions of its
12 information technology infrastructure over the course of the next several years, the Parties agree
13 that the LADWP will permanently establish a Project Management Organization ("PMO") within
14 six months of the Court preliminarily approving the Settlement. The PMO will be responsible for
15 managing and implementing all aspects of all future significant information technology projects
16 undertaken by the LADWP.

17 To properly staff and manage the PMO, the Parties further agree that the LADWP has
18 created a position titled "Director of Corporate Program Management," conducted a recruiting
19 campaign and recruited and hired the most qualified candidate available. The Director of
20 Corporate Program Management will report directly to the LADWP's Chief Administrative
21 Officer.

22 The Parties further agree that the PMO organization shall be organized, staffed and
23 managed so as to ensure continuity and adherence to then-current industry best practices. In
24 addition to the Director of Corporate Program Management the PMO will also be staffed with at
25 least three Senior Project Managers who will be selected through a competitive process by, and
26 report directly to, the LADWP's Director of Corporate Program Management. Each of the three
27 Senior Project Managers will be assigned various IT related projects to be undertaken by the
28 LADWP and will be responsible for assembling Project Teams of varying size and membership.

1 Each Project Team will be staffed with qualified individuals drawn from the LADWP's Customer
2 Service Division, IT Division, Field Services, Water Services, Power Services, Financial Services
3 Organization, external consultants and in-house or outside legal counsel, as appropriate to ensure
4 the successful implementation and completion of each IT related project undertaken by the
5 LADWP.

6 f. **Amend Rule 17 of the Rules Governing Water and Electric**
7 **Service**

8 The Parties recognize and agree that:

- 9 i. the timely issuance and collection of accurate customer bills is a
10 cornerstone of sound business practices at the LADWP;
- 11 ii. as a matter of fairness and customer relations, the LADWP is responsible
12 for timely and accurate billing;
- 13 iii. receiving accurate bills at regular intervals in accordance with applicable
14 rules is a basic LADWP customer right;
- 15 iv. the LADWP's failure to issue a bill, as well as issuing an estimated bill due
16 to circumstances within the LADWP's control, may constitute a billing
17 error in certain circumstances; and
- 18 v. in the situations where the LADWP has not issued timely or accurate bills
19 and has nevertheless undertaken to retroactively collect such bills to bring
20 customer accounts current, the LADWP may have created a hardship for its
21 customers.

22 In recognition of the fact that the LADWP is committed to the issuance of timely and
23 accurate bills to its customers and, pursuant to the terms of this Settlement, the Parties agree that
24 the Board of Commissioners of the LADWP will amend Rule 17 of the Rules Governing Water
25 and Electric Service ("Rule 17") to provide in relevant part:

26 **1. Residential Customers**

27 The Department will not back-bill its Residential Customers for a
28 period of time in excess of (i) 3 billing cycles for customers billed
bi-monthly or (ii) 6 billing cycles for customers billed monthly,
from the date of the last regular read within the customer's most
recent billing cycle.

The foregoing back billing limitation is not applicable to: (i) "back-
dated service connection"; (ii) energy theft; (iii) water theft; (iv)
illegal diversion; (v) fraud; (vi) customer refusing access; and (vii)
all instances where delay or error in billing is solely attributable to
customer action or inaction which serves to impede LADWP's

1 ability to conduct its business.

2 **2. Commercial Customers**

3 The Department will not back-bill its Commercial Customers for a
4 period of time in excess of (i) 3 billing cycles for customers billed
5 bi-monthly or (ii) 6 billing cycles for customers billed monthly,
6 from the date of the last regular read within the customer’s most
7 recent billing cycle.

8 The foregoing back billing limitation is not applicable to: (i) “back-
9 dated service connection”; (ii) energy theft; (iii) water theft; (iv)
10 illegal diversion; (v) fraud; (vi) customer refusing access; and (vii)
11 all instances where delay or error in billing is solely attributable to
12 customer action or inaction which serves to impede LADWP’s
13 ability to conduct its business.

14 The Parties hereto also agree that all residential and commercial customers that have been
15 Back-Billed at any time since September 11, 2015 through November 18, 2016 will be credited for
16 any amounts billed in excess of 3 billing cycles for those customers billed bi-monthly, or 6 billing
17 cycles for those customers billed monthly. The Parties also agree that all residential and
18 commercial customers who receive a Back-Bill between the dates of September 3, 2013 and the
19 close of the Remediation Period shall have a period of four years from the date on which they
20 receive the Back-Bill to pay the entirety of the Back-Billed amount only, in full, without penalty
21 or interest, in equal monthly installments. To qualify for the foregoing, customers must remain
22 current on their most recent bill. The Parties further agree that, in the event that any residential or
23 commercial customer fails to timely make any payments due of any portion of the Back-Billed
24 amounts in accordance with these terms, the entirety of the Back-Billed amount shall immediately
25 become due and payable.

26 **g. Settlement Class Members Who Entered Into A Payment**
27 **Arrangement Schedule With The LADWP Due To Receiving A**
28 **Delayed Bill At Any Time From September 3, 2013 Through**
November 18, 2016 Who Have Outstanding Payment
Arrangement Balances Due May Elect To Extend The Term of
Their Payment Arrangement Schedule By One Additional Year

29 The Parties agree that any Settlement Class Member who: (i) has entered into a Payment
30 Arrangement Schedule with the LADWP at any time from September 3, 2013 through November
31 18, 2016, (ii) has an outstanding Payment Arrangement balance due, and (iii) is current on their

1 Payment Arrangement payments, may elect to extend the term of their Payment Arrangement
2 schedule by one additional year.

3 Qualified Settlement Class Members may extend the term of a Payment Arrangement
4 schedule by one additional year by contacting the LADWP.

5 Once qualified Settlement Class Members have made this election, the LADWP will
6 process all qualifying requests within thirty (30) days of such election having been made and will
7 provide such Settlement Class Members with a new Payment Arrangement schedule that reflects
8 the new terms and payment structure.

9 **D. Class Notice Program**

10 Not later than 90 business days after the entry of the Order granting Preliminary Approval,
11 Class Counsel shall cause Class Notice to be disseminated as directed in the Order of Preliminary
12 Approval as follows:

13 **1. Mailed Class Notice**

14 Defendant shall directly mail, via United States First Class Mail, a long form Class Notice
15 to all those customers of LADWP for whom Defendant has street addresses and with whom
16 Defendant routinely communicates via United States First Class Mail pursuant to customers'
17 instructions in substantially the form of Exhibit A hereto. Prior to mailing the Class Notice, the
18 National Change of Address Clearance database will be checked to verify updated address listings.

19 The Mailed Class Notice shall:

- 20 a. contain a short, plain statement of the background of the Action and the
21 Settlement;
- 22 b. describe the relief outlined in this Revised Agreement;
- 23 c. state that any relief to Settlement Class Members is contingent on the
24 Court's final approval of the Settlement;
- 25 d. inform Settlement Class Members that, if they do not exclude themselves
26 from the Settlement Class, they may be eligible to receive the relief under
27 the Settlement;
- 28 e. inform Settlement Class Members that they may exclude themselves from

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- the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than 30 days after the Class Notice Date;
- f. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than 30 days after the Class Notice Date;
 - g. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement;
 - h. inform Settlement Class Members of the terms of the Release; and
 - i. inform Settlement Class Members that they may seek an independent review by the Special Master of any determinations made by LADWP and provide instructions for how to do so;
 - j. be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

2. Emailed Class Notice

Defendant shall send via email, a long form Class Notice to all those customers of LADWP for whom Defendant has email addresses and with whom Defendant routinely communicates via email pursuant to customers’ instructions in substantially the form of Exhibit A hereto. The Emailed Class Notice shall:

- a. contain a short, plain statement of the background of the Action and the Settlement;
- b. describe the relief outlined in this Revised Agreement;
- c. state that any relief to Settlement Class Members is contingent on the Court’s final approval of the Settlement;
- d. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;

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- e. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than 30 days after the Class Notice Date;
- f. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than 30 days after the Class Notice Date;
- g. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement;
- h. inform Settlement Class Members of the terms of the Release; and
- i. inform Settlement Class Members that they may seek an independent review by the Special Master of any determinations made by LADWP and provide instructions for how to do so;
- j. be made available, upon request, in the following languages in addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

3. Published Class Notice

Defendant shall cause a summary notice to be published in the form of Exhibit B hereto one time in *The Los Angeles Times* and one time in *La Opinion*. The Published Class Notice shall not be less than ¼ of a page. The Published Class Notice shall:

- a. contain a short, plain statement of the background of the Action and the Settlement;
- b. describe the relief outlined in this Revised Agreement;
- c. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;
- d. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion

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- request postmarked no later than 30 days after the Class Notice Date;
- e. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than 30 days after the Class Notice Date; and
- f. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement.

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4. Internet and Website Class Notice

Class Notice of the Settlement will also be published on LADWP’s website and on the Claims Administrator’s website, which the Claims Administrator will maintain to facilitate the administration of the Settlement and to facilitate the online exchange of information with Class Members.

The Parties agree that the methods of Class Notice set forth in these Sections D.1.-D.4. constitute the best form of notice to the Settlement Class that is practicable under the circumstances.

Defendant shall pay all costs and expenses associated with disseminating the Class Notice described herein.

E. Release, Waiver and Covenant Not To Sue

As of the Effective Date, and in consideration of this Revised Agreement and the benefits extended to the Settlement Class, Plaintiff Jones, on behalf of himself and the Settlement Class Members, and each Settlement Class Member, on behalf of himself or herself and his or her respective successors and assigns hereby fully releases and forever discharges the Released Parties from the Released Claims.

Plaintiff Jones, on behalf of himself and the Settlement Class Members, fully understands that if any fact relating to any matter covered by this Revised Agreement is later found to be other than, or different from, the facts now believed by Plaintiff Jones to be true, Plaintiff Jones, on behalf of himself and the Settlement Class Members, expressly accepts and assumes the risk of such possible differences in fact and acknowledge that this Revised Agreement shall nevertheless remain fully binding and effective.

Upon entry of the Final Order and Judgment, Plaintiff Jones shall have, and each and every Settlement Class Member shall be deemed to have, on behalf of the Settlement Class Member and the Settlement Class Members’ respective successors and assigns, covenanted and agreed to: (i) forever refrain from instituting, maintaining or proceeding in any action against the Released Parties with respect to any Released Claims; (ii) release and forever discharge the Released Parties from each and every such Released Claim; and (iii) this Revised Agreement being pleaded as a

1 full and complete defense to, and being used as the basis for a temporary restraining order or
2 preliminary or permanent injunction against, any action, suit or other proceeding which has been
3 or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Released
4 Claim.

5 In addition, Defendant hereby releases, discharges and waives any and all claims that
6 Defendant had or may have had, asserted or not, against Plaintiff Jones or Plaintiff Jones' counsel.

7 **F. Confirmatory Discovery**

8 The Settlement is subject to Plaintiff Jones completing reasonable confirmatory discovery
9 including, but not limited to, any of the following: (1) requesting that LADWP respond to and
10 produce documents responsive to a request by Plaintiff Jones for the information below and (2)
11 requesting that LADWP provide evidence from designated LADWP representatives in the subject
12 areas of requested inquiry:

- 13 ▪ Criteria used for identification of membership in each identified sub-class;
- 14 ▪ The internal methodology, criteria, queries used and data relied upon for the
15 evaluation of all class members' accounts to determine credit or refund
16 eligibility and amount of credit or refund and validation protocols;
- 17 ▪ Reports and all data documenting the total payment of credits and/or refunds
18 issued to customers and from ongoing remediation efforts;
- 19 ▪ Remediation implementation protocols, progress reports, updates, and the
20 metrics generated from reporting; and
- 21 ▪ Such other items as are mutually agreed upon to confirm the fairness,
22 reasonableness and adequacy of the Settlement.

23 **G. Non-Admission of Liability**

24 This Revised Agreement is made for settlement purposes only, neither the fact of nor any
25 specific provision contained in this Revised Agreement nor any action taken hereunder shall
26 constitute, or be construed as, any admission of the validity of any claim or any fact alleged by
27 Plaintiff Jones or by any other person included within the Settlement Class of any wrongdoing,
28 fault, violation of law, or liability of any kind on the part of Defendant. This Revised Agreement
constitutes a compromise pursuant to California Evidence Code Section 1152(a). It shall not be

1 offered or be admissible, either in whole or in part, as evidence against Defendant, except in any
2 action or proceeding to enforce its terms.

3 **H. Preliminary Approval**

4 Plaintiff Jones shall present this Revised Agreement to the Court seeking certification of
5 the Settlement Class and preliminary approval of the Settlement reflected in this Revised
6 Agreement on November 18, 2016. Defendant shall join in Plaintiff Jones' request for
7 preliminary approval of this Revised Agreement and certification of the Settlement Class. The
8 Parties shall apply for an order substantially in the form of Exhibit C hereto ("Preliminary
9 Approval Order"). The Parties shall request an order that seeks, among other things:

- 10 a. the consolidation of the *Jones, Bransford, Fontaine, and Kimhi* Actions;
- 11 b. preliminary approval of this Revised Agreement;
- 12 c. certification, for settlement purposes, of the Settlement Class;
- 13 d. approval of the Notices in the form substantially similar to those attached as
14 Exhibits A and B hereto; and
- 15 e. a schedule for final approval of the Settlement.

16 **I. Claims Process**

17 Settlement Class membership and the amount of monetary relief to which each Settlement
18 Class Member may be entitled will be accomplished by a process that includes: (i) pre-
19 identification and/or (ii) self-identification of Settlement Class Members. The date of mailing
20 Identification or Omnibus Subclass Letters will correspond to the date on the letters.

21 **1. Pre-identification**

22 **a. Pre-Identified Non-Claims Made Subclass Members**

23 Simultaneous with the Class Notice being provided, Defendant shall also provide each Pre-
24 Identified Non-Claims Made Subclass Member with a Credit/Refund Letter in substantially the
25 form of Exhibit D hereto, either by United States First Class Mail or email. The Credit/Refund
26 Letter shall identify those Settlement Class Members that are included in the Pre-Identified Non-
27 Claims Made Subclass and the amount of monetary credit (if the Pre-Identified Non-Claims Made
28 Subclass Member is a current LADWP customer) or refund (if the Pre-Identified Non-Claims

1 Made Subclass Member is a former LADWP customer with a closed LADWP account) to which
2 each Pre-Identified Non-Claims Made Subclass Member is entitled, based on computations
3 performed by Defendant and criteria for those computations shall be verified for fairness and for
4 reasonableness by the CC&B System Monitoring Expert.

5 Such Credit/Refund Letters shall indicate: (a) the particular Subclass(es) in which each
6 Pre-Identified Non-Claims Made Subclass Member is included; (b) the amount of the monetary
7 credit or refund that each Pre-Identified Non-Claims Made Subclass Member is entitled; and (c)
8 instructions on how to opt-out, in the event that a Pre-Identified Non-Claims Made Subclass
9 Member wishes to exclude himself/herself from the Settlement Class. Such Credit/Refund Letters
10 shall further state that, in the event the Court finally approves the Settlement, and the Pre-
11 Identified Non-Claims Made Subclass Member is satisfied with the amount of the monetary credit
12 or refund identified in the Credit/Refund Letter, the Pre-Identified Non-Claims Made Subclass
13 Member need not take any further action to recover the credit or refund. Such Credit/Refund
14 Letters shall also further state that any Pre-Identified Non-Claims Made Subclass Member who is
15 not satisfied with the amount of the monetary credit or refund identified in the Credit/Refund
16 Letter shall be entitled to request that an independent review be conducted by the Special Master.
17 For those Subclass Members who wish to pursue an independent review, the Class Notice will
18 provide information and instructions for how to do so.

19 **b. Pre-Identified Claims Made Subclass Members**

20 Simultaneous with the Class Notice being provided, Defendant shall also provide each Pre-
21 Identified Claims Made Subclass Member with an Identification Letter in substantially the form of
22 Exhibit E hereto, either by United States First Class Mail or email. The Identification Letter shall
23 identify those Settlement Class Members that are included in the Pre-Identified Claims Made
24 Subclass.

25 Such Identification Letters shall indicate: (a) the particular Subclass(es) in which each Pre-
26 Identified Claims Made Subclass Member is included; (b) instructions on how to obtain a Claim
27 Form or file an electronic claim via the Claims Administrator's website, which will detail the
28 necessary information that each Pre-Identified Claims Made Subclass Member must provide in

1 order to receive a monetary credit (if the Pre-Identified Claims Made Subclass Member is a
2 current LADWP customer) or refund (if the Pre-Identified Claims Made Subclass Member is a
3 former LADWP customer with a closed LADWP account), if so entitled; and (c) instructions on
4 how to opt-out, in the event that a Pre-Identified Claims Made Subclass Member wishes to
5 excluded himself/herself from the Settlement Class. Such Identification Letters shall also further
6 state that any Pre-Identified Claims Made Subclass Member who is not satisfied with the amount
7 of the monetary credit or refund ultimately determined to be due such Subclass Member by the
8 Claims Processing Unit shall be entitled to request that an independent review be conducted by the
9 Special Master. For those Subclass Members who wish to pursue an independent review, the
10 Class Notice will provide information and instructions for how to do so.

11 **2. Self-Identification**

12 Simultaneous with the Class Notice being provided, Defendant shall also provide each
13 LADWP customer that has not been identified as either a: (i) Pre-Identified Non-Claims Made
14 Subclass Member or (ii) Pre-Identified Claims Made Subclass Member with an Omnibus Subclass
15 Letter in substantially the form of Exhibit F hereto, either by United States First Class Mail or
16 email. The Omnibus Subclass Letter shall notify these LADWP customers that, despite not
17 having been identified as a member of the Pre-Identified Non-Claims Made Subclass or the Pre-
18 Identified Claims Made Subclass, these LADWP customers may submit a Claim Form in order to
19 receive a monetary credit, (if a current LADWP customer) or refund (if a former LADWP
20 customer with a closed LADWP account), as a result of: (i) a billing error made by LADWP at
21 any time since September 3, 2013; or (ii) damage as a result of their participation in LADWP's
22 solar incentive program at any time since February 13, 2010. Such Omnibus Subclass Letters
23 shall indicate: (a) instructions on how to obtain a Claim Form or file an electronic claim via the
24 Claims Administrator's website; and (b) instructions on how to opt-out to excluded himself/herself
25 from the Settlement Class. Such Omnibus Subclass Letters shall also further state that any
26 Subclass Member who reasonably believes that the amount of the monetary credit or refund
27 ultimately determined to be due such Subclass Member by the Claims Processing Unit is incorrect
28 shall be entitled to request that an independent review be conducted by the Special Master. For

1 those Subclass Members who wish to pursue an independent review, the Class Notice will provide
2 information and instructions for how to do so.

3 The Claim Form shall be made available, upon request, in the following languages in
4 addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog. Any Omnibus
5 Subclass Member who is not satisfied with the amount of the monetary credit or refund
6 determined to be due such Subclass Member by the Claims Processing Unit shall be entitled to
7 request that an independent review be conducted by the Special Master. For those Omnibus
8 Subclass Members who wish to pursue an independent review, the Class Notice will provide
9 information and instructions for how to do so.

10 **3. Pending Field Work Investigations**

11 Simultaneous with the Class Notice being provided, each Field Work Customer will
12 receive a Field Work Investigation Notification Letter substantially in the form of Exhibit I
13 advising the customer of a pending field work investigation. Once the field work investigation is
14 completed, a Field Work Customer will be sent a Field Work Investigation Determination Letter
15 substantially in the form of Exhibit J informing the Field Work Customer of the result of the
16 LADWP's field work investigation. If, after receiving a Field Work Investigation Determination
17 Letter, a Field Work Customer believes s/he was incorrectly assessed a charge associated with
18 his/her power, water, sewage or sanitation services, the customer may submit a Claim Form within
19 60 days of the date of the Field Work Investigation Determination Letter.

20 **4. Claims Administrator**

21 The Court has appointed Kurtzman Carson Consultants LLC ("KCC") as the independent
22 Claims Administrator. The Claims Administrator shall be responsible for effectuating the claims
23 process under the supervision of Class Counsel and the Independent CC&B Billing System
24 Monitoring Expert. The Claims Administrator shall be delegated the authority to administer and
25 process eligible claims during the Claim Period.

26 **5. Special Master**

27 Any Settlement Class Member who wishes to dispute the amount of the monetary credit or
28 refund determined by the LADWP or the Claims Processing Unit may request that an independent

1 review be conducted by the Court-appointed Special Master (a “Special Master Review”). A
2 request for Special Master Review must be made to the Claims Administrator within 30 days as
3 specified in the Notice. Any Settlement Class Member seeking a Special Master Review shall
4 initiate this process by sending a letter, via First Class Mail, which: (a) states that the Settlement
5 Class Member disputes the amount of the monetary credit or refund and desires to initiate a
6 Special Master Review; (b) explains the reason(s) the Settlement Class Member is disputing the
7 amount of the monetary credit or refund and states all facts relied upon by such Settlement Class
8 Member in disputing the amount of the monetary credit or refund; (c) attaches all documents
9 relied upon by the Settlement Class Member in disputing the amount of the monetary credit or
10 refund; and (d) requests that the Special Master review the determination and make a
11 determination as to whether: (i) the LADWP or the Claims Processing Unit's determination
12 should be adopted; or (ii) an alternative finding should be made. A request for a Special Master
13 Review must be dated and signed by the Settlement Class Member and sent to: Special Master
14 Barbara R. Barkovich, Ph.D - LADWP Billing Class Action, c/o Kurtzman Carson Consultants.
15 All requests for a Special Master Review must be postmarked within 30 days of the date of the
16 letter informing the Settlement Class Member of the amount of the monetary credit or refund
17 determined by the LADWP or the Claims Processing Unit that is being disputed.

18 The Court has appointed Barbara R. Barkovich, Ph.D as the independent Special Master,
19 who shall be responsible for conducting all independent reviews requested by any Settlement
20 Class Member. The Special Master shall be responsible for obtaining from LADWP and/or the
21 Class Member the information the Special Master deems necessary and required to review and
22 adjudicate each request for independent review. The Special Master will determine the validity of
23 claims on a *de novo* review decided upon the preponderance of the evidence. LADWP agrees to
24 provide the Special Master with any information requested. All determinations made by the
25 Special Master shall be made solely by the Special Master and shall be submitted to the Court in
26 the form of a “Report and Recommendation.” The Special Master shall inform individual Class
27 Members by letter as to her determinations of their respective claims. Any Class Member who
28 wishes to contest the Special Master’s determination of that Class Member’s claim shall submit,

1 via First Class Mail and within 30 days of the date of the Special Master’s determination letter, a
2 letter to the Court requesting a review by the Court, stating the grounds for disputing the
3 determination, and submitting any supportive documentation.

4 Special Master Dr. Barbara Barkovich has been a consultant and expert on energy and
5 regulatory matters since 1985. Dr. Barkovich has extensive experience in assisting consumers of
6 utility services in negotiations with utilities on pricing and service matters and in negotiation of
7 settlement agreements on complex regulatory matters. She holds a BA in physics from the
8 University of California at San Diego, an MS in Urban and Policy Sciences from the State
9 University of New York at Stony Brook, and a Ph.D in Energy and Resources from the University
10 of California at Berkeley. Dr. Barkovich is the owner and operator of Barkovich & Yap. Dr.
11 Barkovich’s credentials and experience, as well as the credentials and experience possessed by the
12 individuals assisting Dr. Barkovich in her work as the Court-appointed Special Master in this
13 litigation, are detailed in Exhibit 3 to the Supplemental Declaration of Jack Landskroner in Further
14 Support of Plaintiffs’ Motion for Preliminary Approval (the “Supplemental Landskroner Decl.”).
15 LADWP agrees to pay the costs of the Special Master.

16 **6. Costs of Settlement Administration**

17 All costs and expenses incurred in implementing and administering the Settlement shall be
18 paid by Defendant. The Claims Administrator shall, under the supervision of the Court,
19 administer the Settlement provided by this Revised Agreement by processing and resolving claims
20 in a rational, responsive, cost-effective, and timely manner. The Claims Administrator shall
21 maintain detailed records of its activities under this Revised Agreement in a computerized
22 database and shall furnish counsel for the Parties with monthly reports of the activities undertaken
23 by the Claims Administrator in administering the Settlement.

24 **J. Requests for Exclusion From The Settlement Class**

25 Any person included within the Settlement Class who wishes to be excluded from
26 membership in the Settlement Class must do so in writing by mailing a written request for
27 exclusion to the Claims Administrator. Such requests must be postmarked no later than 30 days
28 from the Class Notice Date. The request must: (i) clearly express the Settlement Class Member’s

1 desire to be excluded or to “opt out” from the Settlement Class; (ii) include the Settlement Class
2 Member’s name, address, telephone number, LADWP account number and, if represented by
3 counsel, counsel’s name, address and telephone number; and (iii) be signed by the Settlement
4 Class Member.

5 If a Settlement Class Member has multiple LADWP accounts and wishes to be excluded
6 from membership in the Settlement Class, the Settlement Class Member must submit a request for
7 exclusion for each separate account.

8 Any Person who is a member of the Settlement Class who wishes to be excluded from the
9 Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor
10 can any Person who is a Settlement Class Member authorize any other Person to opt out on his or
11 her behalf.

12 Any Settlement Class Member who has filed an objection to the fairness, reasonableness or
13 adequacy of the proposed Settlement pursuant to Section III.K. herein shall be deemed not to have
14 opted out of the Settlement Class pursuant to this paragraph. However, in the event that a
15 Settlement Class Member makes a submission to the Court and the Parties that appears to assert
16 both an objection to the fairness, reasonableness or adequacy of the proposed Settlement, and a
17 statement of intent to opt out of the Settlement Class, such submission shall be treated as a
18 statement of intent to opt out of the Settlement Class, but not an objection.

19 **K. Objections and Requests To Appear At Final Approval Hearing**

20 Any Settlement Class Member who has not timely filed a written request for exclusion
21 from the Settlement Class pursuant to Section III.J. herein may object to the fairness,
22 reasonableness or adequacy of the proposed Settlement, Plaintiff Jones’ application for a
23 reimbursement award, or Class Counsel’s application for an award of attorneys’ fees or
24 reimbursement of expenses. Each Settlement Class Member who wishes to object must do so in
25 writing by mailing a written objection to the Claims Administrator, who shall submit all objections
26 to the Court and mail them to the Parties’ respective counsel at the addresses set forth in Section
27 III.N.11. herein. Any such objection must be mailed to the Claims Administrator no later than 30
28 days after the Class Notice Date. Any such objection must: (i) state, in detail, the legal and factual

1 ground(s) for the objection; (ii) include the Settlement Class Member's name, address and
2 telephone number and LADWP account number, and, if represented by counsel, counsel's name,
3 address and telephone number; and (iii) be signed by the Settlement Class Member.

4 Settlement Class Members may object either on their own or through an attorney hired at
5 their own expense. If the objecting Settlement Class Member hires an attorney to represent him or
6 her, that attorney must file with the Court and serve upon the Parties' respective counsel at the
7 addresses set forth in Section III.N.11. herein, a notice of appearance no later than 30 days prior to
8 the Final Approval Hearing.

9 Any objection that fails to satisfy the requirements of this Section, or that is not properly
10 and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been
11 waived, and the Parties reserve their right to argue that the Settlement Class Member asserting
12 such objection is therefore not entitled to have his or her objection heard or otherwise considered
13 by the Court.

14 Settlement Class Members or their counsel who wish to appear at the Final Approval
15 Hearing must make such request by notifying the Clerk of the Court and the Parties' respective
16 counsel in writing at the addresses set forth in Section III.N.11. herein ("Notice of Intention to
17 Appear"). Any such request must be filed with the Clerk of the Court and received by the Parties'
18 respective counsel no later than 30 days prior to the Final Approval Hearing and must state the
19 name, address, telephone number and LADWP account number of the Settlement Class Member,
20 as well as the name, address and telephone number of the person who will appear on his or her
21 behalf. Any such request must further indicate that the Settlement Class Member has timely
22 objected to the Settlement in compliance with the requirements of this Section of this Revised
23 Agreement. Any request for appearance that fails to satisfy the requirements of this Section, or
24 that has not been properly or timely submitted, may be deemed ineffective and shall be deemed to
25 constitute a waiver of such Settlement Class Member's right to appear and to be heard on the
26 Settlement at the Final Approval Hearing.

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1 **L. Attorneys' Fees and Costs**

2 In connection with the June/July, 2015 mediation, the Parties did not conduct any
3 negotiations concerning the amount of attorneys' fees to be paid or expenses to be reimbursed
4 until *after* the Parties had reached agreement on the *entirety* of the Settlement. Similarly, in
5 connection with the October 31, 2016 mediation, the Parties did not conduct any negotiations
6 concerning the amount of any incremental increase in reasonable attorneys' fees to be paid or
7 expenses to be reimbursed until *after* the Parties had reached agreement on the *entirety* of the
8 Settlement Agreement revisions. All negotiations concerning the amount of attorneys' fees to be
9 paid or expenses to be reimbursed were conducted exclusively by the Parties through the mediator,
10 the Hon. Dickran Tevrizian (Ret.).

11 Plaintiff Jones will make an application to the Court for: (i) an award of attorneys' fees in
12 an amount not to exceed \$19,000,000 at the time of Final Approval, from which all Court-
13 approved plaintiffs' attorneys' fees applications shall be paid; (ii) reimbursement of expenses
14 incurred in connection with the prosecution of the litigation in an amount not to exceed
15 \$3,000,000 (reimbursement of expenses incurred by the CC&B System Monitoring Expert is
16 capped at \$2,500,000 and reimbursement of expenses incurred by all plaintiffs' counsel is capped
17 at \$500,000); and (iii) service awards in the amount of \$5,000 each for Plaintiff Jones, Yaar
18 Kimhi, Tahl Beckerman Megerdichian and Yelena Novak. Defendant has agreed it will not object
19 to such an application.

20 Defendant has agreed that, should the Court finally approve the Settlement and award
21 attorneys' fees and expense reimbursement to Class Counsel and service awards to Plaintiff Jones,
22 Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak, Defendant will pay the amount of
23 attorneys' fees, expenses and service awards awarded by the Court within 7 business days after the
24 Settlement is finally approved by the Court. Defendant will pay the amount awarded by the Court
25 directly to an account established by Class Counsel and Liaison Counsel. Class Counsel shall be
26 responsible for allocating the attorneys' fees and expenses among plaintiffs' counsel.

27 Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims
28 Administrator by monitoring and supervising the administration of the Settlement during the

1 Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel
2 may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of
3 all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims;
4 (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in
5 connection with the Settlement by, or on behalf of the City of Los Angeles, including all
6 departments thereof. Class Counsel shall submit to the Court quarterly applications for additional
7 awards of such attorneys' fees. The Parties have also agreed that the Defendant will not object to
8 such quarterly applications as set forth herein.

9 Defendant has agreed that, in connection with these quarterly applications, should the
10 Court award attorneys' fees to Class Counsel, Defendant will pay the amount of attorneys' fees
11 awarded by the Court within 7 business days after the Court issues an order granting Class
12 Counsel's application. Defendant will pay the amount awarded by the Court directly to an account
13 established by Class Counsel and Liaison Counsel. Class Counsel shall be responsible for
14 allocating the attorneys' fees among plaintiffs' counsel.

15 There are no "fee splitting" agreements between the various counsel involved in this
16 action, however, the law firm of Knapp, Petersen & Clark, counsel in the *Kimhi* Action, has
17 agreed to work with Class Counsel to help answer questions and to identify and assist Solar
18 Customers Subclass members in processing claims. The Knapp, Petersen & Clark firm has agreed
19 that, based on the work they have performed, and will continue to perform, for the benefit of Solar
20 Customers Subclass, that the fee application they submit to the Court, through Counsel for
21 Plaintiff Jones, for consideration will not exceed \$1,999,999 of fees applied for and/or awarded to
22 Class Counsel at final approval.

23 **M. Final Approval**

24 The Court shall schedule a date for the Final Approval Hearing. At the Final Approval
25 Hearing, the Parties shall join the request that the Court enter an order and judgment in
26 substantially the form of Exhibit H to this Revised Agreement (the "Final Order and Judgment"),
27 which will finally approve the terms of this Revised Agreement, discharge the Released Parties of
28 and from all further liability to Plaintiff Jones, Plaintiffs Kimhi, Megerdichian and Novak, and

1 Settlement Class Members with respect to the Released Claims (but not as to any obligations
2 created or owed pursuant to this Revised Agreement), and permanently bar Plaintiff Jones and
3 Settlement Class Members from bringing, filing, commencing, prosecuting, maintaining,
4 intervening in, participating in, or receiving any benefits from, any other lawsuit, arbitration or
5 administrative, regulatory or other proceeding or cause of action, formally or informally, that
6 asserts, arises from, concerns, or is in any way related to the Released Claims, except as required
7 by law. Following the entry of the Final Order and Judgment, the Court shall maintain continuing
8 jurisdiction over the enforcement and implementation of this Revised Agreement and the Final
9 Order and Judgment shall indicate that the Court maintains such continuing jurisdiction. The
10 actual form of the Final Judgment and Order entered by the Court may include provisions as to
11 which the Parties may subsequently agree, or which the Court may direct, that are not inconsistent
12 with any of the express terms or conditions of this Revised Agreement.

13 Following entry of the Final Order and Judgment by the Court, no default by any Person in
14 the performance of any covenant or any obligation arising under this Revised Agreement shall
15 affect the discharge and release of the Released Parties, or any other provision of this Revised
16 Agreement. The above notwithstanding, nothing in this Section shall prevent a Party from seeking
17 enforcement of or compliance with the terms of this Revised Agreement, or the intervention of the
18 Court to compel any such default be cured, pursuant to the Court's continuing jurisdiction.

19 If: (a) the preliminary approval of this Revised Agreement and the Settlement described
20 herein or the Final Judgment and Order is not obtained from the Court in substantially the form
21 attached hereto as Exhibits C and H, respectively; or (b) the Court fails to grant final approval to
22 the Settlement, this Revised Agreement shall be null and void, shall have no further force and
23 effect, and shall not be offered in evidence or used in any litigation for any purpose, including the
24 existence, certification, or maintenance of any purported class. Further, if either (a) or (b) occurs,
25 this Revised Agreement and all negotiations, proceedings, documents prepared, and statements
26 made in connection herewith shall be without prejudice to the Parties, shall not be deemed or
27 construed to be an admission or confession by any Party of any fact, matter, or proposition of law,
28 shall not be used in any manner for any purposes, and all Parties to the Action shall stand in the

1 same position as if this Revised Agreement had not been negotiated, made or filed with the Court.
2 If the Revised Agreement is terminated, any and all orders entered by the Court pursuant to the
3 provisions of the Revised Agreement shall be vacated *nunc pro tunc*.

4 In the event this Revised Agreement is not approved by the Court or the Settlement is
5 terminated or fails to become effective in accordance with its terms, all orders entered as of the
6 date on which this Settlement was executed shall become operative and fully effective, as if the
7 proceedings relating to this Settlement had not occurred.

8 **N. Miscellaneous Provisions**

9 **1. Authority of Signatories**

10 Subject to approval by the Los Angeles City Council, where necessary, each person
11 signing this Revised Agreement represents and warrants that he or she has full authority to sign
12 this Revised Agreement on behalf of the Party for whom he or she is signing and warrants that he
13 or she has the ability to bind that Party to the obligations and commitments set forth herein.

14 **2. Binding Upon Successors**

15 This Revised Agreement shall be binding upon and inure to the benefit of the Parties and
16 their representatives, heirs, predecessors, successors, and assigns.

17 **3. Both Parties as Drafter**

18 The Parties stipulate and agree that this Revised Agreement was negotiated on an “arms-
19 length” basis between Parties of equal bargaining power, and drafted jointly by the Parties and,
20 accordingly, no ambiguity in this Revised Agreement shall be construed in favor of or against any
21 of the Parties.

22 **4. Cooperation**

23 The Parties to this Revised Agreement and their counsel agree that they shall act in good
24 faith and exercise their best efforts to secure approval of this Revised Agreement and full
25 participation by all members of the Settlement Class and that they will take such other reasonable
26 steps as are necessary to implement this Revised Agreement.

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5. Counterpart Execution

This Revised Agreement may be executed in any number of counterparts. A facsimile or electronically transmitted signature shall be deemed to constitute an original signature for purposes of this Revised Agreement. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument. This Revised Agreement will be binding when it has been executed and delivered by the last signatory hereto to execute a counterpart.

6. Governing Law

The construction, interpretation, operation, effect, validity and enforcement of this Revised Agreement and all documents necessary to effectuate it shall be governed by the laws of the State of California without regard to principles of conflict of laws, except to the extent that federal law requires that federal law govern.

7. Headings

Headings contained in this Revised Agreement are for convenience and reference only and are not intended to alter or vary the construction and meaning of this Agreement.

8. Integration Clause

This Revised Agreement, including all exhibits hereto, contains a full, complete, and integrated statement of each and every term and provision agreed to between and among the Parties and supersedes any prior representations, writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Revised Agreement may not be orally modified in any respect and may be modified only by the written agreement of the Parties. In the event a dispute arises between the Parties over the meaning or intent of any provision of this Revised Agreement, the Parties agree that prior drafts, notes, memoranda, discussions or any other oral communications or documents regarding the negotiations, meaning or intent of this Revised Agreement shall not be offered or admitted into evidence.

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9. Jurisdiction

The Court retains exclusive and continuing jurisdiction over the Actions, the Parties, Settlement Class Members, and the Claims Administrator in order to interpret and enforce the terms, conditions and obligations under this Revised Agreement.

10. Non-Waiver

The waiver by one Party of any provision or breach of this Revised Agreement shall not be deemed a waiver of any other provision or breach of this Revised Agreement.

11. Notice

Except as otherwise described in the Class Notice attached as Exhibits A and B to this Revised Agreement, all notices and other communications referenced in this Revised Agreement shall be addressed to the Parties' counsel at their respective addresses as set forth below:

Notices to Plaintiff or the Settlement Class Members

Jack Landskroner, Esq.
Landskroner Grieco Merriman, LLC
1360 West 9th St., Suite 200
Cleveland, Ohio 44113

Notices to Defendant

Maribeth Annaguey, Esq.
LINER LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024

12. Severability

In the event any one or more of the provisions contained in this Revised Agreement shall be held invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Revised Agreement

13. Time for Compliance

If the date for performance of any act required by or under this Revised Agreement is to be performed on a particular day or within a specified period of time that falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same

1 effect as if it had been performed on the day or within the computer time specified by or under this
2 Revised Agreement.

3 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Revised Agreement
4 to be executed on its, his, her or their behalf by its, his, her or their duly authorized counsel of
5 record, all as of the day set forth below.

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SIGNATURES APPEAR ON THE FOLLOWING PAGES

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Dated: November 10th, 2016

DEFENDANT:

By: David Wright / by permission
[Signature]
David Wright, General Manager
Los Angeles Department of Water and Power

PLAINTIFF:

Dated: November ___, 2016

Antwon Jones
Plaintiff, Individually and as Class Representative

Dated: November ___, 2016

Yaar Kimhi
Plaintiff, Individually and as Class Representative for
the Solar Subclass

Dated: November ___, 2016

Tahl Beckerman Megerdichian
Plaintiff, Individually and as a Member of the
Solar Subclass

Dated: November ___, 2016

Yelena Novak
Plaintiff, Individually and as a Member of the
Solar Subclass

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Dated: November __, 2016

DEFENDANT:

By: _____
David Wright, General Manager
Los Angeles Department of Water and Power

PLAINTIFF:

Dated: November __, ~~2016~~ 2016



Antwon Jones
Plaintiff, Individually and as Class Representative

Dated: November __, 2016

Yaar Kimhi
Plaintiff, Individually and as Class Representative for
the Solar Subclass

Dated: November __, 2016

Tahl Beckerman Megerdichian
Plaintiff, Individually and as a Member of the
Solar Subclass

Dated: November __, 2016

Yelena Novak
Plaintiff, Individually and as a Member of the
Solar Subclass

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Dated: November __, 2016

DEFENDANT:

By:

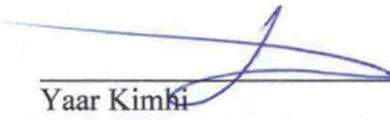
David Wright, General Manager
Los Angeles Department of Water and Power

PLAINTIFF:

Dated: November __, 2016

Antwon Jones
Plaintiff, Individually and as Class Representative

Dated: November 10, 2016



Yaar Kimhi
Plaintiff, Individually and as Class Representative for
the Solar Subclass

Dated: November __, 2016

Tahl Beckerman Megerdichian
Plaintiff, Individually and as a Member of the
Solar Subclass

Dated: November __, 2016

Yelena Novak
Plaintiff, Individually and as a Member of the
Solar Subclass

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Dated: November __, 2016

DEFENDANT:

By:

David Wright, General Manager
Los Angeles Department of Water and Power

PLAINTIFF:

Dated: November __, 2016

Antwon Jones
Plaintiff, Individually and as Class Representative

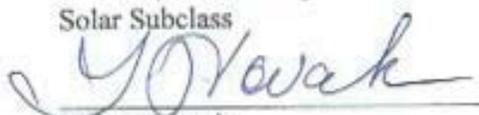
Dated: November __, 2016

Yaar Kimhi
Plaintiff, Individually and as Class Representative for
the Solar Subclass

Dated: November __, 2016

Tahl Beckerman Megerdichian
Plaintiff, Individually and as a Member of the
Solar Subclass

Dated: November 9, 2016



Yelena Novak
Plaintiff, Individually and as a Member of the
Solar Subclass

EXHIBIT A

Exhibit A

[Long Form Class Notice]

**Jones v. City of Los Angeles
Case No. BC577267
Certain Customers of the Los Angeles Department of Water and Power
May Claim Settlement Benefits**

This Class Action Settlement May Affect Your Rights

A court authorized this Class Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit concerning complaints arising out of customer overbilling and other billing errors by the Los Angeles Department of Water and Power (“LADWP”) that were caused by, and are related to, the defective implementation of the LADWP’s new billing system and/or damages incurred by customers’ participation in the LADWP’s solar incentive program.
- If you are an LADWP customer who was overcharged for electric, water, sewage or sanitation services or were otherwise damaged between the dates of September 3, 2013, and the present, and who is entitled to credits or refunds for electric, water, sewage or sanitation services and/or for participation in the LADWP’s solar incentive program from February 13, 2010, you may be eligible to obtain Settlement benefits.

Read this Notice carefully because your legal rights could be affected.

SUMMARY OF IMPORTANT DATES AND DEADLINES

Event	Date
Preliminary Approval	_____, 2016
Class Notice Date	_____, 2017
Last Day To Submit A Claim Form (for all Settlement Class Members except Field Work Customers)	_____, 2017
Last Day To Submit A Claim Form (for Field Work Customers)	60 days from date of Field Work Determination Letter
Last Day To Opt Out	_____, 2017
Last Day To Object	_____, 2017

Last Day To Seek Special Master Review (for Pre-Identified Non Claims Made Class Members)	_____, 2017
Last Day To Seek Special Master Review (for Pre-Identified Claims Made Class Members, Omnibus Class Members)	30 days from date of claim determination letter
Last Day To Seek Special Master Review (for Field Work Customers)	30 days from date of Field Work Determination letter
Last Day To Contest Special Master's determination (for all Settlement Class Members that have requested a review by the Special Master)	30 days from date of Special Master's determination letter
Last Day to File Notice of Appearance	_____, 2017
Final Approval	_____, 2017

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE:

Obtain settlement benefits - You may be pre-identified to receive Settlement benefits, in which case, you may not need to take any further action to receive your credit or refund. Additionally, if you are not pre-identified, you may submit a Claim Form, which is included with this Class Notice and available at www._____.com, to determine if you qualify for Settlement benefits. The deadline to submit this Claim Form is _____, 2017.

Opt Out - Write to the Claims Administrator if you do not want to be included in the Settlement. You have a right to opt out of the Settlement only if you are a member of the Settlement Class and have not objected to the Settlement. The deadline to opt-out is _____, 2017.

Object - Write to the Claims Administrator if you disagree with the Settlement. As set forth in the Answers to Questions 16 through 19 below, you may attend a hearing on the fairness of the Settlement after giving appropriate notice. You have a right to object to the Settlement only if you are a member of the Settlement Class and have not opted out of the Settlement. The deadline to submit an objection is _____, 2017.

These rights and options – **and the deadlines by which to exercise them** – are explained more fully in this Class Notice.

The Court that is supervising this case has granted Preliminary Approval to the Settlement, but still has to decide whether to grant Final Approval. The Final Approval Hearing will take place on _____, 2017. Settlement benefits will be distributed only if, and after, the Court grants Final Approval of the Settlement and any appeals are resolved.

WHAT THIS CLASS NOTICE CONTAINS

Page

BASIC INFORMATION

- 1. Why was this Class Notice issued?X
- 2. What is this lawsuit about?X
- 3. Why is this a class action?X
- 4. Why is there a Settlement?X

WHO IS IN THE SETTLEMENT?X

- 5. How do I know if I am part of the Settlement?X
- 6. Are there exceptions to being included in the Settlement?X
- 7. What if I am not sure whether I am included in the Settlement?X

**THE SETTLEMENT BENEFITS:
WHAT YOU GET AND HOW YOU GET ITX**

- 8. What does the Settlement provide?X
- 9. How do I submit a Claim Form?X
- 10. What claims am I releasing?X

THE LAWYERS REPRESENTING PLAINTIFFX

- 11. Do I have a lawyer in this case?X
- 12. How will the lawyers be paid?X

SEEKING AN INDEPENDENT REVIEW BY THE SPECIAL MASTERX

- 13. What do I do if I do not agree with the amount of the credit or refund that is determined is owed to me?X

EXCLUDING YOURSELF FROM THE SETTLEMENTX

- 14. What do I do if I do not want to be included in the Settlement?11
- 15. What happens if I don't opt out before _____?X

OBJECTING TO THE SETTLEMENTX

16. How do I tell the Court that I don't like the Settlement?X

17. When/where will the Court decide whether to approve the Settlement?X

18. Do I have to attend the hearing?X

19. May I speak at the hearing?X

20. How do I get more information?X

BASIC INFORMATION

1. Why was this Class Notice issued?

The Court issued this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit that the Court has preliminarily approved. You also are entitled to know how you may make a claim for certain benefits of the Settlement and about all of your options under the Settlement. If the Court grants Final Approval and all appeals, if any, are resolved, valuable benefits will be distributed to qualifying class members.

2. What is this lawsuit about?

The person who filed this class action is called the “Plaintiff” and the City of Los Angeles, by and through LADWP, is the “Defendant.” A lawsuit filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, alleges claims involving customer overbilling and other billing errors by the LADWP that were caused by, and are related to, the defective implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”) and damages incurred by customers arising from their participation in the LADWP’s solar incentive program. Plaintiff’s claims include, among others, claims for fraud, negligent misrepresentation, breach of contract, unjust enrichment, and violations of the California Consumer Legal Remedies Act and the California Unfair Competition Law. More information can be found at www._____.com, by calling 1-(800) _____, or by writing to Class Counsel: Jack Landskroner, Esq., Landskroner Grieco Merriman, LLC, 1360 West 9th Street, Suite 200, Cleveland, Ohio 44113. A copy of the Settlement Agreement will be available at www._____.com, and is also on file with the Court.

3. Why is this a class action?

In a class action, one or more person(s) called “Class Representatives” sue on behalf of themselves and others with similar claims. All of these people together are called a “class.” The Court appointed certain plaintiffs as the Class Representatives for purposes of this Settlement. The “Settlement Class Members” are all LADWP customers who were overcharged for electric, water, sewage or sanitation services between the dates of September 3, 2013, and the present, and who are entitled to credits or refunds for electric, water, sewage or sanitation services and/or for participation in the LADWP’s solar incentive program from February 13, 2010.

4. Why is there a Settlement?

The Court did not decide in favor of either Plaintiff or Defendant. Instead, both sides agreed to a settlement. The Class Representatives and the attorneys that have been appointed by the Court to represent the Settlement Class believe that the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You may be entitled to Settlement benefits if you are an LADWP customer who was overcharged for electric, water, sewage or sanitation services or were otherwise damaged from billing practices between the dates of September 3, 2013 and the present, and/or for participation in the LADWP's solar incentive program from February 13, 2010.

6. Are there exceptions to being included in the Settlement?

Excluded from the Class is the Judge to whom this case is assigned, any members of the Judge's immediate family, and any counsel of record in this action.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement Class, you may visit www._____.com for more information, or call _____, and ask for assistance.

THE SETTLEMENT BENEFITS: WHAT YOU GET AND HOW YOU GET IT

8. What does the Settlement provide?

The Settlement provides two types of relief: (i) monetary relief and (ii) non-monetary remedial relief.

i. Monetary Relief

Settlement Class Members that are members of one or more of the following seven Subclasses may be entitled to monetary relief for each group they are part of:

- **Overbilled**: This group includes all LADWP customers that were overbilled as a result of being charged an incorrect rate, incorrect amount of consumption, incorrect utility tax rate or who did not have a discount applied.
- **Incorrect Fee**: This group includes all LADWP customers that were charged an incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service fees.
- **Unrefunded Balance**: This group includes all LADWP customers that: (i) have "Closed Accounts" with credit balances and (ii) are owed refunds

that have been withheld by the LADWP during the period of September 3, 2013 to the present.

- **Solar**: This group includes all LADWP customers that have installed solar systems and applied to participate in the Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and/or indication that the solar system was fully permitted and ready for inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii) have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for excess energy generated by the customer's solar power system.

*If you are part of the **Overbilled, Incorrect Fee, Unrefunded Balance and/or Solar** groups, the LADWP has already identified you and the letter included with this Class Notice informs you of the amount you were overbilled.*

To receive 100% of that amount, you don't need to do anything.

To dispute that amount, you must request Special Master review by sending a written request for review to the Claims Administrator. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.

If you believe you have additional damages beyond that which has been identified, you must submit a Claim Form, which is included with this Class Notice. See Question 9.

- **Premise Condition/Estimated Bill**: This group includes all LADWP customers that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.
- **Automatic Bill Payment/Bank Overdraft Charge**: This group includes all LADWP customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer's bank account being overdrawn.

*If you are part of the **Premise Condition/Estimated Billing and/or Automatic Bill Payment/Bank Overdraft Charge** groups, the LADWP has*

already identified you and the letter included with this Class Notice informs you that you are a member of this/these Subclass(es).

*The LADWP, however, cannot determine the amount of damages that you may have incurred, if any, unless you submit a Claim Form, which is included with this Class Notice. **You must submit a Claim Form.** If you believe you have additional damages beyond overbilling as a consequence of an automatic bill payment/bank overdraft charge, you must include those damages on your Claim Form. See Question 9.*

Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.

- **Omnibus:** This group includes all LADWP customers that were not otherwise identified as members of one of the Subclasses listed above but believe that they were: (i) incorrectly assessed a charge associated with their power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from their participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present.

If you are part of this group that means that the LADWP has not been able to identify you as a member of one of the Subclasses listed above. The letter included with this Class Notice informs you that you may, however, still submit a Claim Form, which is included with this Class Notice.

Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.

If you are a Field Work Customer, there is a pending field work investigation that requires further investigation of property conditions that might have caused you to be overcharged or to have experienced other billing errors or monetary damages. Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation.

If you are a Field Work Customer, you must submit a Claim Form after receiving the letter informing you of the LADWP's determination. Based on your Claim Form, the LADWP will determine the amount you are owed. To dispute that amount, you must request Special Master review. If you dispute the Special Master's decision, you can appeal to the Court. See Question 13.

ii. Non-Monetary Remedial Relief

The Settlement also provides non-monetary remedial relief including: (i) the creation and adoption of certain billing system metrics; (ii) the appointment of an independent billing system monitoring expert; (iii) audits of LADWP's billing system to confirm billing accuracy; (iv) the creation and implementation of a team at LADWP to address unique or complex billing issues; (v) the adoption of an amendment to the Rules Governing Water and Electric Service to provide for a shorter period of time for which LADWP may collect payment from customers whose bills are delayed due to billing errors; (vi) the creation and implementation of an information technology Project Management Office; and (vii) a payment arrangement for back-billed customers allowing for up to 4 years to pay back the back-billed amount without penalty or interest, in equal monthly installments, provided you remain current on your most recent bill. If you are already on a payment plan, the plan may be extended by one year.

9. How do I submit a Claim Form?

A Claim Form is included with this Class Notice. A Claim Form can also be obtained online at www._____.com, by calling 1-800_____ or by writing to the Claims Administrator at the address below. Completed Claim Forms can be submitted either on line at _____com or by regular U.S. mail to:

LADWP Billing Class Action
c/o Kurtzman Carson Consultants LLC
XXXXXXX
XXXXXXX
XXXXXXX

10. What claims am I releasing?

If you are a Settlement Class Member, and you do not opt out from the Settlement Class, when the Settlement becomes final, you will be releasing Defendant and its departments and bureaus, from any liability for all claims associated with this case, and you will be bound by the release included in the Settlement Agreement. A copy of the Settlement Agreement containing the release is available at www._____.com

THE LAWYERS REPRESENTING PLAINTIFF

11. Do I have a lawyer in this case?

Yes. Jack Landskroner Esq. of Landskroner Grieco Merriman, LLC, 1360 West 9th Street, Suite 200, Cleveland, Ohio 44113 (Class Counsel) and Michael J. Libman, Esq. of the Law Offices of Michael J. Libman, 16133 Ventura Blvd., Ste. 1200, Encino, CA 91436 (Liaison Counsel) have been appointed by the Court to represent you and the

other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will ask the Court at the Final Approval Hearing to award attorneys' fees in an amount not to exceed \$19,000,000 and to award reimbursement of expenses incurred in litigating this case in an amount not to exceed \$3,000,000 (reimbursement of expenses incurred by the Independent CC&B System Monitoring Expert is capped at \$2,500,000 and reimbursement of expenses incurred by all Plaintiff's counsel is capped at \$500,000). The fees and reimbursed expenses will be determined by the Court based on the work performed by Counsel who have participated in securing this settlement for the Class and facilitating its implementation. All fees in this matter will be requested by way of application to the Court based on the efforts of counsel. There are no "fee splitting" agreements between the various counsel involved in this action, however, the law firm of Knapp, Petersen & Clark has agreed to work with Class Counsel, Landskroner Grieco Merriman, to help answer questions and to identify and assist solar customers in processing claims. The Knapp, Petersen & Clark firm has agreed that based on the work they have performed and will continue to perform for the benefit of solar customers, Knapp's fee application to the Court will not exceed \$1,999,999 of fees applied for and/or awarded to Class Counsel at Final Approval. If the Court does award attorneys' fees and reimbursement of expenses, Defendant has agreed to pay whatever amounts are awarded by the Court.

Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims Administrator by monitoring and supervising the administration of the Settlement during the Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly applications for additional awards of such attorneys' fees. Defendant has agreed it will not object to such quarterly applications.

Separate and apart from the Settlement consideration described in Answer to Question 8 above, Defendant will separately pay the fees and expenses that the Court awards, as well as the costs to provide Notice to the Settlement Class and to administer the Settlement. These amounts will not come out of the funds for benefits to Settlement Class Members.

SEEKING AN INDEPENDENT REVIEW BY THE SPECIAL MASTER

13. What do I do if I do not agree with the amount of the credit or refund that is determined is owed to me?

If you disagree with the amount of the credit or refund that is determined is owed to you, you may request that an independent review be conducted by the Special Master by sending a letter, via First Class Mail that:

(a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master;

(b) explains the reason(s) that you are disputing the amount of the credit or refund; and

(c) attaches all documents relied upon by you in disputing the amount of the credit or refund.

You must sign and date your request for an independent review. Your request must be sent to:

Special Master - LADWP Billing Class Action
c/o Kurtzman Carson Consultants LLC
XXXXXXX
XXXXXXX
XXXXXXX

If you are not submitting a Claim Form, any request for a Special Master Review must be postmarked within 30 days of the date of the letter from LADWP informing you of the amount of the credit or refund that has been determined to be owed to you.

If you do submit a Claim Form, any request for a Special Master Review must be postmarked within 30 days of the date of the response from LADWP regarding its determination on your claim.

In either case, failure to file a timely Special Master Review will automatically result in a denial of your request for review.

Any Class Member who wishes to contest the Special Master's determination of that Class Member's claim shall submit, via First Class Mail and within 30 days of the date of the Special Master's determination letter, a letter to the Court requesting a review by the Court, stating the grounds for disputing the determination, and submitting any supporting documentation.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What do I do if I do not want to be included in the Settlement?

You have a right to exclude yourself or “opt out” of the Settlement. To opt out, you must mail a request for exclusion to the Claims Administrator at the following address:

XXXXXXX
XXXXXXX
XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement Class; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number.

Your exclusion request must be mailed to the address set forth above and must be postmarked no later than _____ or it will not be accepted. If you do not specifically request to be excluded by following these directions, you will automatically be a member of the Settlement Class.

If you opt out of the Settlement Class, you will not be eligible for any Settlement benefits, and will waive all rights to object to the Settlement. Additionally, if you file an objection to the Settlement, you will not be able to exclude yourself from the Settlement Class.

15. What happens if I don’t opt out before _____?

If the proposed Settlement is approved and you are a Settlement Class Member who does not properly and timely exclude yourself from the Settlement Class, all claims that you may have now against Defendant with respect to certain billing errors or damages relating to your participation in LADWP’s solar incentive program will be **WAIVED AND RELEASED**, and you will be prohibited from bringing any such claims in the future on your own behalf.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you are a Settlement Class Member, you can express your objection to the Settlement. The Court will consider your views. To object, you must send a letter to the Claims Administrator, which will be provided to the Court and counsel, saying that you object to the terms of the Settlement. Your objection must: (i) state, in detail, the legal and factual ground(s) for your objection; (ii) include your name, address and telephone number and LADWP account number, and, if represented by counsel, counsel’s name,

address and telephone number; and (iii) be signed by you. If you are represented by your own separate counsel, that attorney will also need to file his or her appearance with the Court by no later than _____.

To object, you must mail your objection the Claims Administrator, postmarked no later than _____ to:

XXXXXX
XXXXXX
XXXXXX

Please include the phrase “*Jones v. City of Los Angeles*, Case No. BC577267” on the envelope containing your objection.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing before the Honorable Elihu M. Berle at __: __ .m. on _____, 2017 in Department 323 of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court also may decide how much to pay Class Counsel. After the hearing, the Court will decide whether to grant Final Approval to the Settlement. We do not know how long these decisions will take.

18. Do I have to attend the hearing?

No. Class Counsel will answer any questions that Judge Berle may have. However, you are welcome to come at your own expense. You also may pay your own lawyer to attend the Final Approval Hearing on your behalf. If you file an objection, you do not have to come to Court to discuss it. As long as your written objection is received before the deadline, and you have followed the directions contained in the Answer to Question 16 above, the Court will consider the information provided in your written objection.

19. May I speak at the hearing?

That will be up to Judge Berle. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Jones v. City of Los Angeles*, Case No. BC577267.” You must include your name, address, telephone number and LADWP account number, as well as the name, address and telephone number of any attorney who will appear at the Final Approval Hearing on your behalf. Your request must also indicate that you timely objected to the Settlement pursuant to the directions contained in the Answer to Question 16 above.

Your Notice of Intention to Appear must be filed with the Clerk of the Court at the address listed in the Answer to Question 17 above no later than _____, 2017. Please include the phrase “*Jones v. City of Los Angeles*, Case No. BC577267” below the Court’s address on the envelope containing your notice. Your notice must also be received by Class Counsel and Defendant’s counsel at the addresses listed below no later than _____.

Counsel for the Class

Jack Landskroner, Esq.
Landskroner Grieco Merriman, LLC
1360 West 9th St., Suite 200
Cleveland, Ohio 44113

Counsel for Defendant

Maribeth Annaguey, Esq.
LINER LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024

20. How do I get more information?

If you think you may be a Settlement Class Member and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court’s Order granting Preliminary Approval and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk’s Office of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. The Preliminary Approval Order and Settlement Agreement will also be available on www._____.com. For information on any matters contained in this Notice, you may write to or call Class Counsel at:

Jack Landskroner, Esq.
LANDSKRONER, GRIECO MERRIMAN LLC
1360 W 9th Street, Ste. 200
Cleveland, OH 44113
(216) 522-9000

You may also visit www._____.com for more information, or call _____, and ask for assistance.

PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.

Dated: November ____, 2016.

EXHIBIT B

Exhibit B

[Class Notice Short Form]

**Certain Customers of the Los Angeles Department of Water and Power
May Claim Benefits from a Class Action Settlement**

WHAT'S THIS CASE ABOUT?

A lawsuit filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, alleges claims involving customer overbilling and other billing errors by the Los Angeles Department of Water and Power (“LADWP”) that were caused by, and are related to, the defective implementation of the LADWP’s new Customer Care and Billing system and damages incurred by customers arising from their participation in the LADWP’s solar incentive program. Plaintiff’s claims include, among others, claims for fraud, negligent misrepresentation, breach of contract, unjust enrichment, and violations of the California Consumer Legal Remedies Act and the California Unfair Competition Law. More information can be found at www._____.com, by writing to Class Counsel: Jack Landskroner, Esq., Landskroner Grieco Merriman, LLC, 1360 West 9th Street, Suite 200, Cleveland, Ohio 44113 or by calling 1-(800) _____. A copy of the Settlement Agreement will be available at www._____.com, and is also on file with the Court.

WILL THERE BE A HEARING?

The Court will hold a Final Approval Hearing before the Honorable Elihu M. Berle at _____.m. on _____, 2017 in Department 323 of the Superior Court of California, County of Los Angeles, Central District, Central Civil West, 600 South Commonwealth Avenue, Los Angeles, California, 90005. You may appear at the Final Approval Hearing, but it is not required.

WHO IS INCLUDED?

You may be entitled to Settlement benefits if you are an LADWP customer who: was overcharged for electric, water, sewage or sanitation services between the dates of September 3, 2013 and the present, and/or for participation in the LADWP’s solar incentive program from February 13, 2010.

WHAT BENEFITS DOES THE SETTLEMENT PROVIDE?

The Settlement provides two types of relief: (i) monetary relief and (ii) non-monetary remedial relief.

i. Monetary Relief

Settlement Class Members that are members of one or more of the following seven Subclasses may be entitled to monetary relief for each group they are part of:

- **Overbilled**: This group includes all LADWP customers that were overbilled as a result of being charged an incorrect rate, incorrect amount

of consumption, incorrect utility tax rate or who did not have a discount applied.

- **Incorrect Fee**: This group includes all LADWP customers that were charged an incorrect fee, including but not limited to late payment fees, reconnect fees and/or start service fees.
- **Unrefunded Balance**: This group includes all LADWP customers that: (i) have “Closed Accounts” with credit balances and (ii) are owed refunds that have been withheld by the LADWP during the period of September 3, 2013 to the present.
- **Solar**: This group includes all LADWP customers that have installed solar systems and applied to participate in the Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay beyond 30 days after submission of a complete Incentive Application and Supporting Documentation and/or indication that the solar system was fully permitted and ready for inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii) have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for excess energy generated by the customer’s solar power system.

*If you are part of the **Overbilled, Incorrect Fee, Unrefunded Balance and/or Solar** groups, the LADWP has already identified you and the amount that you were overbilled.*

To receive 100% of that amount, you don’t need to do anything.

If you believe you have additional damages beyond that which has been identified, you must submit a Claim Form.

- **Premise Condition/Estimated Bill**: This group includes all LADWP customers that: (i) unbeknownst to the customer, had a premise condition that caused excessive consumption of water and/or power; (ii) received estimated bills for multiple billing periods after September 3, 2013; (iii) because of these estimated bills, were prevented from timely discovering the premise condition; and (iv) were charged for greater quantities of water, power or sewage than they otherwise would have been charged.
- **Automatic Bill Payment/Bank Overdraft Charge**: This group includes all LADWP customers that: (i) were enrolled in an automatic bill payment plan with a bank and (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount, which, in turn, resulted in the customer's bank account being overdrawn.

*If you are part of the **Premise Condition/Estimated Billing and/or Automatic Bill Payment/Bank Overdraft Charge** groups, the LADWP has already identified you.*

*The LADWP, however, cannot determine the amount of damages that you may have incurred, if any, unless you submit a Claim Form, which is included with this Class Notice. **You must submit a Claim Form.** If you believe you have additional damages beyond overbilling as a consequence of an automatic bill payment/bank overdraft charge, you must include those damages on your Claim Form.*

- **Omnibus**: This group includes all LADWP customers that were not otherwise identified as members of one of the Subclasses listed above but believe that they were: (i) incorrectly assessed a charge associated with their power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from their participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present.

If you are part of this group that means that the LADWP has not been able to identify you as a member of one of the Subclasses listed above. You may, however, still submit a Claim Form.

If you are a Field Work Customer, there is a pending field work investigation that requires further investigation of property conditions that might have caused you to be overcharged or to have experienced other billing errors or monetary damages. Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation. If you are a Field Work Customer, you must submit a Claim Form after receiving the letter informing you of the LADWP's determination. Based on your Claim Form, the LADWP will determine the amount you are owed.

Any customer that disagrees with the amount of the credit or refund that is determined is owed may seek an independent review by a Special Master.

ii.

Non-Monetary Remedial Relief

The Settlement also provides non-monetary remedial relief including: (i) the creation and adoption of certain billing system metrics; (ii) the appointment of an independent billing system monitoring expert; (iii) audits of LADWP's billing system to confirm billing accuracy; (iv) the creation and implementation of a team at LADWP to address unique or complex billing issues; (v) the adoption of an amendment to the Rules Governing Water and Electric Service to provide for a shorter period of time for which LADWP may collect payment from customers whose bills are delayed due to billing errors; (vi) the creation and implementation of an information technology Project Management Office; and (vii) a payment arrangement for back-billed customers allowing for up to 4 years to pay back the back-billed amount without penalty or interest, in equal monthly installments, provided you remain current on your most recent bill. If you are already on a payment plan, the plan may be extended by one year.

WHAT ARE THE ATTORNEYS' FEES?

Class Counsel will ask the Court at the Final Approval Hearing to award attorneys' fees in an amount not to exceed \$19,000,000 and to award reimbursement of expenses incurred in litigating this case in an amount not to exceed \$3,000,000 (reimbursement of expenses incurred by the Independent CC&B System Monitoring Expert is capped at \$2,500,000 and reimbursement of expenses incurred by all Plaintiff's counsel is capped at \$500,000). The fees and reimbursed expenses will be determined by the Court based on the work performed by Counsel who have participated in securing this settlement for the Class and facilitating its implementation. All fees in this matter will be requested by way of application to the Court based on the efforts of counsel. If the Court does award attorneys' fees and reimbursement of expenses, Defendant has agreed to pay whatever amounts are awarded by the Court.

Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims Administrator by monitoring and supervising the administration of the Settlement during the Remediation Period. Defendant has further agreed that, subject to Court approval, Class Counsel may make applications to the Court to be compensated at the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly applications for additional awards of such attorneys' fees. Defendant has agreed it will not object to such quarterly applications.

Separate and apart from the Settlement consideration, Defendant will separately pay the fees and expenses that the Court awards, as well as the costs to provide Class Notice to the Settlement Class and to administer the Settlement. These amounts will not come out of the funds for benefits to Settlement Class Members.

WHAT ARE YOUR OPTIONS?

A. If you receive a letter identifying you as a member of the: (i) Overbilled Subclass; (ii) Unrefunded Balance Subclass; (iii) Incorrect Fee Subclass; and/or (vi) Solar Subclass, you can:

1. Do nothing. You will receive a credit or refund in the amount indicated in the letter that you will receive and/or file a Claim Form if you believe you are entitled to other damages in addition to the amount in the letter. Instructions on how to submit a Claim Form are set forth below in Section B.1.
2. Request an independent review by a Special Master. If you disagree with the amount of the credit or refund that is determined is owed to you, you may request, in writing, that an independent review be conducted by the Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the settlement website at www._____.com.
3. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at www._____.com.

4. Opt out of the settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed Class Notice provides full details on how to opt out and can be found on the settlement website at www._____.com.

B. If you receive a letter identifying you as a member of the: (i) Premise Condition/Estimated Bill Subclass; and/or (ii) Automatic Bill Payment/Bank Overdraft Charge Subclass, you can:

1. Submit a claim. A Claim Form can be found at www._____.com or by calling 1-(800) _____. You must submit your Claim Form by _____, 2017 in order to be eligible to receive a credit or refund. A Claim Form may be submitted to the Claims Administrator by regular U.S. Mail or online at www._____.com. If it is determined that you have been overcharged or damaged, and you agree with this determination, you need not take any further action. You will receive a credit or refund in the amount indicated. If you disagree with the amount of the credit or refund that is determined is owed to you, you may seek an independent review by a

Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the Settlement website at www._____.com.

2. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____, 2017. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at www._____.com.

3. Opt out of the Settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____, 2017. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed notice provides full details on how to opt out and can be found on the settlement website at www._____.com.

4. Do nothing. If you do nothing, you will not receive any Settlement benefits, and you give up rights.

C. If you receive a letter stating that the LADWP has not been able to identify you as a member of any Subclass, but you nevertheless believe that you have been: (i) incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed herein; or (ii) otherwise damaged as a result from your participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present, you can:

1. Submit a claim. A Claim Form can be found at www._____.com or by calling 1-(800) _____. You must submit your Claim Form by _____ in order to be eligible to receive a credit or refund. A Claim Form may be submitted to the Claims Administrator by regular U.S. Mail or online at www._____.com. If it is determined that you have been overcharged or damaged, and you agree with this determination, you need not take any further action. You will receive a credit or refund in the amount indicated. If you disagree with the amount of the credit or refund that is determined is owed to you, you may seek an independent review by a Special Master. The detailed Class Notice provides full details on how to request an independent review by the Special Master and can be found on the settlement website at www._____.com.

2. Object. Written objections must be mailed the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____, 2017. The detailed Class Notice provides full details on how to object and can be found on the Settlement website at www._____.com.

3. Opt out of the Settlement. Written request for exclusion must be mailed to the Claims Administrator at:

XXXXXXX
XXXXXXX
XXXXXXX

and postmarked no later than _____, 2017. If you opt out of the Settlement, you will no longer be a Settlement Class Member, and you will not be bound by the Settlement and cannot file a claim. The detailed Class Notice provides full details on how to opt out and can be found on the settlement website at www._____.com.

4. Do nothing. If you do nothing, you will not receive any Settlement benefits, and you give up rights.

HOW DO I GET MORE INFORMATION?

For further details, visit the Settlement website at www._____.com, call 1-800-_____ for assistance, or write to Class Counsel:

Jack Landskroner, Esq.
LANDSKRONER GRIECO MERRIMAN, LLC
1360 W. 9th Street, Ste. 200
Cleveland, OH 44113

PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT C

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Exhibit C

[Proposed Order Granting Preliminary Approval]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ANTWON JONES, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

CITY OF LOS ANGELES, by and through the
LOS ANGELES DEPARTMENT OF
WATER AND POWER, and DOES 1 through
50, inclusive,

Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),
BC568722, BC571664 and BC574690]

[PROPOSED]
ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND DIRECTING
DISSEMINATION OF CLASS NOTICE

Date: November 18, 2016
Time: 1:30 p.m.
Place: Dept. 323

Assigned for All Purposes to the
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015
Trial Date: None Set

1 WHEREAS, plaintiff Antwon Jones (“Plaintiff”), moved this Court for an Order,
2 pursuant to California Code of Civil Procedure § 382 (“Section 382”) and California Civil Code §
3 1781 (“Section 1781”), seeking preliminary approval of a class action settlement, and directing
4 the dissemination of class notice (the “Motion”); and

5 WHEREAS, plaintiffs Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak (the
6 “Solar Plaintiffs”) join Plaintiff in this request;

7 WHEREAS, defendant the City of Los Angeles, by and through the Los Angeles
8 Department of Power and Water (“LADWP”) and DOES 1 through 50, inclusive (collectively,
9 “Defendant”) joins Plaintiff in seeking this same relief; and

10 WHEREAS, the Court reviewed the submissions of the Parties, held hearings on
11 September 11, 2015, November 3, 2015, December 21, 2015 and November 18, 2016 (the
12 “Preliminary Approval Hearing”), and found that the Parties are entitled to the relief they seek;

13 IT IS ORDERED that the Motion is GRANTED, subject to the following terms and
14 conditions:

15 1. The related actions, *Jones v. City of Los Angeles*, Case No. BC577267, *Bransford,*
16 *et al. v. City of Los Angeles*, Case No. BC565618, *Fontaine v. City of Los Angeles, et al.*, Case No.
17 BC571664, *Kimhi v. City of Los Angeles*, Case No. BC536272 (collectively, the “Action”) are
18 consolidated for all purposes.

19 2. This Court has both subject matter jurisdiction and personal jurisdiction as to the
20 Action and all Parties.

21 3. The proposed Settlement set forth in the Revised Class Action Settlement
22 Agreement and Limited Release dated November 9, 2016 (the “Settlement Agreement”) is
23 preliminarily approved.

24 4. Based upon the submissions of the Parties, and for purposes of this Settlement only,
25 the Court conditionally makes the following findings:

26 a. The members of the Settlement Class are so numerous as to make joinder
27 impracticable.

28 b. There are questions of law and fact common to the Settlement Class, and such

1 questions predominate over any questions affecting only individual Settlement
2 Class Members for purposes of the Settlement.

3 c. Plaintiff Jones' claims and the defenses thereto are typical of the claims of the
4 Settlement Class Members and the defenses thereto for purposes of the
5 Settlement.

6 d. Plaintiff Kimhi's claims and the defenses thereto are typical of the claims of the
7 Solar Subclass Members and the defenses thereto for purposes of the Settlement.

8 e. Plaintiff and his counsel have fairly and adequately protected, and will continue
9 to fairly and adequately protect, the interests of the Settlement Class Members
10 with respect to the Settlement.

11 f. The proposed Settlement is superior to all other available methods for fairly and
12 efficiently resolving this Action.

13 g. Accordingly, for settlement purposes only, the Court conditionally certifies a
14 Settlement Class comprised of

15 All LADWP customers who were over-charged for electric, water,
16 sewage or sanitation services between the dates of September 3,
17 2013 and the present, and who are entitled to credits or refunds for
18 electric, water, sewage or sanitation services and/or for participation
19 in the LADWP's solar incentive program from February 13, 2010.

20 Expressly excluded from the Settlement Class are the Judge to
21 whom this case is assigned, any members of the Judge's immediate
22 family, and counsel of record in this action.

23 5. This matter is preliminarily certified as a class action for settlement purposes only,
24 pursuant to Section 382, Section 1781 and Rule 3.769(c) and (d) of the California Rules of Court.
25 If the Court does not finally approve the Settlement, Defendant retains the right to assert that this
26 Action may not be certified as a class action for liability purposes, and no Party shall rely on this
27 preliminary approval as support for the certification of a class in this or any other action.

28 6. The Court hereby appoints: (i) Antwon Jones as representative of the Settlement
Class and (ii) Yaar Kimhi as the representative of the Solar Subclass.

7. Jack Landskroner of Landskroner Grieco Merriman, LLC is appointed as Class
Counsel.

1 8. Michael J. Libman of the Law Offices of Michael J. Libman is appointed Liaison
2 Counsel.

3 9. Kurtzman Carson Consultants, LLC is appointed to serve as Claims Administrator.

4 10. Paul Bender of Paul Bender Consulting is appointed to serve as the CC&B System
5 Monitoring Expert.

6 11. Barbara R. Barkovich, Ph.D of the firm of Barkovich & Yap, Inc. is appointed to
7 serve as Special Master.

8 12. The Settlement Agreement shall be used for settlement purposes only. The fact of,
9 or any provision contained in, the Settlement Agreement or any action taken pursuant to it shall not
10 constitute an admission of the validity of any claim or any factual allegation that was or could have
11 been made by Plaintiff and members of the Settlement Class in the present action or of any
12 wrongdoing or liability of any kind on the part of Defendant. The Settlement Agreement shall not
13 be offered or be admissible in evidence by or against Defendant (or any Released Parties as
14 defined in the Settlement Agreement) or cited or referred to in any other action or proceeding,
15 except (a) in any action or proceeding brought by or against the Parties to enforce or otherwise
16 implement the terms of the Settlement Agreement, or (b) in any action involving Plaintiff, or
17 members of Settlement Class, in which the allegations are based on the same factual bases and
18 allegations set forth in this case, to support a defense of res judicata, collateral estoppel, release,
waiver or other theory of claim preclusion, issue preclusion, or similar defense.

19 13. A final hearing (the “Final Approval Hearing”) shall be held before this Court on
20 _____, 2017 at __ __m., to determine whether (a) this Action meets each of the
21 prerequisites for class certification set forth in Section 382 and Section 1781, and may properly be
22 maintained as a class action on behalf of the Settlement Class; (b) the Settlement Agreement
23 should receive final approval as fair, reasonable, adequate, and is in the best interests of the
24 Settlement Class in light of any objections presented by Settlement Class Members and the Parties’
25 responses to any such objections; (c) an order granting final approval of the Settlement Agreement
26 and entering final judgment, as provided in the Settlement Agreement, should be entered; and (d)
27 the applications of Class Counsel for the payment of attorneys’ fees and expenses, and service
28 awards are reasonable and should be approved. The Final Approval Hearing may be postponed,

1 adjourned or continued by further order of this Court, without further notice to the Parties or the
2 Settlement Class Members.

3 14. Settlement Class Members or their counsel who wish to appear at the Final
4 Approval Hearing must make such request by notifying the Clerk of the Court and the Parties'
5 respective counsel in writing at the following addresses:

6 **Plaintiff's Counsel**
7 Jack Landskroner, Esq.
8 **LANDSKRONER GRIECO MERRIMAN, LLC**
9 1360 W 9th Street, #200
10 Cleveland, OH 44113

11 **Defendant's Counsel**
12 Maribeth Annaguey, Esq.
13 **LINER LLP**
14 1100 Glendon Avenue, 14th Floor
15 Los Angeles, California 90024

16 Any such request must be filed with the Clerk of the Court and received by the Parties'
17 respective counsel no later than _____, 2017 and must state the name, address and
18 telephone number and LADWP account number of the Settlement Class Member, as well as the
19 name, address and telephone number of the person who will appear on his or her behalf. Any
20 request for appearance that fails to satisfy the requirements of this paragraph, or that has not been
21 properly or timely submitted, may be deemed ineffective and shall be deemed to constitute a
22 waiver of such Settlement Class Members' rights to appear and to be heard on the Settlement at the
23 Final Approval Hearing.

24 15. Any person included within the Settlement Class who wishes to be excluded from
25 membership in the Settlement Class must do so in writing by mailing a written request for
26 exclusion to the Claims Administrator at _____ by no later than _____, 2017.
27 The request must: (i) clearly express the Settlement Class Member's desire to be excluded or to
28 "opt out" from the Settlement Class; (ii) include the Settlement Class Member's name, address and
telephone number, LADWP account number and, if represented by counsel, counsel's name,
address and telephone number; and (iii) be signed by the Settlement Class Member.

a. If a Settlement Class Member has multiple LADWP accounts and wishes to be
excluded from membership in the Settlement Class, the Settlement Class

Member must submit a request for exclusion for each separate account.

- b. Any Person who is a member of the Settlement Class who wishes to be excluded from the Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor can any Person who is a Settlement Class Member authorize any other Person to opt out on his or her behalf.
- c. Any Settlement Class Member who has filed an objection to the fairness, reasonableness or adequacy of the proposed Settlement shall be deemed not to have opted out of the Settlement Class pursuant to this paragraph. However, in the event that a Settlement Class Member makes a submission to the Court and the Parties that appears to assert both an objection to the fairness, reasonableness or adequacy of the proposed Settlement, and a statement of intent to opt out of the Settlement Class, such submission shall be treated as a statement of intent to opt out of the Settlement Class, but not an objection.

16. Any Settlement Class Member who has not timely mailed a written request for exclusion from the Settlement Class may object to the fairness, reasonableness or adequacy of the proposed Settlement. Each Settlement Class Member who wishes to object to any term of this agreement must do so in writing by mailing a written objection to the Claims Administrator at _____ by no later than _____, 2017. Any such objection must: (i) state, in detail, the legal and factual ground(s) for the objection; (ii) include the Settlement Class Members name, address and telephone number and LADWP account number, and, if represented by counsel, counsel's name, address and telephone number; and (iii) be signed by the Settlement Class Member.

- a. Settlement Class Members may object either on their own, or through an attorney hired at their own expense. If the objecting Settlement Class Member hires an attorney to represent him or her, that attorney must file with the Court and serve upon the Parties' respective counsel at the addresses set forth in Paragraph 14 herein, a notice of appearance no later than _____, 2017.
- b. Any objection that fails to satisfy the requirements stated herein, or that is not properly and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been waived, and the Parties reserve their right to argue that the Settlement Class Member asserting such objection is not entitled to have his or her objection heard or otherwise considered by the Court.

17. The Court finds that the form, manner and content of the Class Notice will provide the best notice practicable to the Settlement Class under the circumstances and constitute valid, due, and sufficient notice to all Settlement Class Members, fully complying with California Code of Civil Procedure § 382, California Code of Civil Procedure § 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law. All costs incurred in connection with the preparation and dissemination of any notices to the Settlement Class shall be

1 borne by Defendant.

2 18. Not later than 90 business days after the entry of this Order of Preliminary
3 Approval, Defendant shall cause Class Notice to be disseminated as follows:

- 4 i. direct Mailed Class Notice to all those customers of LADWP for
5 which Defendant has street addresses and with whom Defendant
6 routinely communicates via United States First Class Mail pursuant
7 to customers' instructions;
- 8 ii. direct Emailed Class Notice to all those customers of LADWP for
9 which Defendant has email addresses and with whom Defendant
10 routinely communicates via email pursuant to customers'
11 instructions;
- 12 iii. publication of a summary Class Notice in *The Los Angeles Times*
13 and *La Opinion*;
- 14 iv. establishment of a Settlement website by the Claims Administrator;
15 and
- 16 v. publication notice on LADWP's website.

17 19. The Parties shall file and serve papers in support of final approval of the Settlement
18 by _____, 2017.

19 20. Class Counsel shall file any applications for an award of attorneys' fees, costs and
20 litigation expenses, and reimbursement awards for Plaintiff's expenses by _____, 2017.

21 21. Class Counsel shall file a single memorandum of law that addresses: (i) arguments
22 in favor of final approval of the Settlement; and (ii) Class Counsel's application for an award of
23 attorneys' fees, costs and litigation expenses, and service awards for Plaintiff's efforts and
24 expenses. Such memorandum of law shall not exceed 50 pages in length.

25 22. The Parties shall file and serve reply papers in further support of final approval of
26 the Settlement and/or Class Counsel's application for an award of attorneys' fees, costs and
27 litigation expenses, and reimbursement awards for Plaintiffs' expenses by no later than
28 _____, 2017.

29 23. The Final Approval Hearing shall be held at _____.m. on _____, 2017 in
30 Department _____.

31 24. If the proposed Settlement is finally approved, the Court shall enter a separate order
32 finally approving the Settlement and entering judgment. Such order and judgment shall be fully

1 binding with respect to all members of the Settlement Class.

2 25. Pending further orders by this Court, all proceedings in this Action or Actions –
3 other than proceedings pursuant to this Order – shall be stayed and all members of the Settlement
4 Class who do not request exclusion from the Settlement Class in the manner required by this Order
5 shall be enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of
6 action (except those based on or relating to personal injury or wrongful death), in any jurisdiction
7 or court against Defendant relating to or arising out of the subject matter of this action.

8

9 Dated: _____

SO ORDERED:

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Hon. Elihu M. Berle

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EXHIBIT D

Exhibit D

[Credit/Refund Letter – Pre-Identified Non-Claims Made Subclass]

Dear _____,

A class action lawsuit was filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overbilled or otherwise damaged by the defective implementation of the LADWP’s new billing system, or were damaged as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has reviewed its records and has determined that you are a member of the following Subclass(es) and you have been overcharged in the following amounts:

[Insert Subclass Group] [Insert Amount]

As a Settlement Class Member, you are entitled to receive 100% of the overcharges as well as other damages you may have incurred that are causally related to the overcharge.

- (1) If you wish to receive this amount, you do not need to do anything. [The LADWP will credit your account in the amount stated above, and this amount will be reflected on your billing statement.] [The LADWP will send you a check in the amount stated above.]

- (2) If you disagree with the amount stated above you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute your settlement award as determined by the LADWP; and (ii) explains the reasons you dispute this amount and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:

Special Master – LADWP Billing Class Action
c/o Kurtzman Carson Consultants

XXXXX
XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter.**

- (3) If you believe you have been damaged by the LADWP in any other way (in addition to the overcharge amount stated above), you may be entitled to recover some or all of those other damages. In order to receive any such damages, you **must submit a Claim Form postmarked no later than _____, 2017**. A Claim Form is included with this letter and can also be obtained at www._____.com.

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive in connection with your claim. If you disagree with the determination, you will have 30 days to request review by the Special Master.

- (4) If you wish to exclude yourself from this Settlement, you must do so no later than _____, 2017. If you exclude yourself from the Settlement, you will not be eligible for any settlement benefits, including receipt of the amount indicated in this letter, and you will waive all rights to object to the settlement. For directions on how to exclude yourself from the Settlement, please refer to the Class Notice included with this letter or call 1-800-_____.

If you have questions regarding this letter or your options under the Settlement, you may call 1-800-_____.

EXHIBIT E

EXHIBIT E

[Identification Letter – Pre-Identified Claims Made Subclass]

Dear _____:

A class action lawsuit was filed in the Superior Court California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overbilled or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has conducted a search of its internal records, and has determined that you are a member of the _____ Subclass and you may be entitled to a [credit] [refund]

In order to determine the amount of the [credit] [refund], if any, that you may be entitled to receive, you must submit a Claim Form, which is included with this letter, postmarked no later than _____, 2017, to the following address:

Claims Administrator
Address
Address
City, State, ZIP

You may also complete and electronically submit a Claim Form at www._____.com no later than _____, 2017, if you prefer.

Additionally, you must provide the required documents specified in the Claim Form in order to receive a [credit] [refund]. If you do not submit a timely Claim Form and the required documentation, you will not receive a [credit] [refund], if one may be owed to you.

Your Claim Form will be reviewed and you will be notified by letter of the amount, if any, you will receive. If you disagree with the determination, you will have 30 days to request an independent review by the Special Master by sending a letter, via First Class Mail that: (a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master; (b) explains the reason(s) that you are disputing the amount of the credit or refund; (c) and attaches all documents relied upon by you in disputing the amount of the credit or refund.

Your request must be sent to:

Special Master - LADWP Billing Class Action

c/o Kurtzman Carson Consultants LLC

XXXXXXX

XXXXXXX

XXXXXXX

All requests for a Special Master Review must be postmarked within 30 days of the date of the letter informing you of the amount of the credit or refund that is determined is owed to you. Failure to file a timely request for a review will automatically result in a denial of your request.

If you wish to exclude yourself from the Settlement, you must mail a request for exclusion to the following address:

XXXXXXX

XXXXXXX

XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number. **Your exclusion request must be postmarked no later than _____ or it will not be accepted.**

If you exclude yourself from the Settlement, you will not be eligible for any Settlement benefits, including receipt of the amount you are seeking in any claim form submitted, and you will waive all rights to object to the Settlement.

If you have questions regarding this letter, you may call _____ and ask for assistance.

EXHIBIT F

EXHIBIT F

[Omnibus Subclass Letter]

Dear _____:

A class action lawsuit was filed in the Superior Court California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were over-billed or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the Settlement of the Lawsuit, the LADWP has conducted a search of its internal records in order to determine which customers are members of the Subclass(es). The LADWP has not identified you as a member of any Subclass. Although you were not identified as a member of any Subclass, you may still submit a Claim Form in order to receive a monetary credit or a refund if you believe that you were: (i) incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed in the Settlement; or (ii) otherwise damaged as a result of your participation in the LADWP’s solar incentive program at any time from February 13, 2010 to the present.

In order to determine the amount of the credit or refund, if any, that you may be entitled to receive, you must submit a Claim Form, which is included with this letter, postmarked no later than _____, 2017 to the following address:

Claims Administrator

Address

Address

City, State, ZIP

You may also complete and electronically submit a Claim Form at www._____.com no later than _____, 2017, if you prefer.

Additionally, you must provide the required documents specified in the Claim Form in order to receive a credit or refund. If you do not submit a timely Claim Form and the required documentation, you will not receive a credit or refund, if one may be owed to you.

Your Claim Form will be reviewed and you will be notified by letter of the amount, if any, you will receive. If you disagree with the determination, you will have 30 days to request an independent review by the Special Master by sending a letter, via First Class Mail that: (a) states that you dispute the amount of the credit or refund that was determined is owed to you and that you desire to initiate a review by the Special Master;

(b) explains the reason(s) that you are disputing the amount of the credit or refund; (c) and attaches all documents relied upon by you in disputing the amount of the credit or refund.

Your request must be sent to:

Special Master - LADWP Billing Class Action
c/o Kurtzman Carson Consultants LLC
XXXXXXX
XXXXXXX
XXXXXXX

All requests for a Special Master Review must be postmarked within 30 days of the date of the letter informing you of the amount of the credit or refund that is determined is owed to you. Failure to file a timely request for a review will automatically result in a denial of your request.

If you wish to exclude yourself or “opt out” from the Settlement, you must mail a request for exclusion to the following address:

XXXXXXX
XXXXXXX
XXXXXXX

You must personally sign the exclusion request. Your request must: (i) clearly express your desire to be excluded or to “opt out” from the Settlement; (ii) include your name, address and telephone number, LADWP account number and, if represented by counsel, counsel’s name, address and telephone number. **Your exclusion request must be postmarked no later than _____ or it will not be accepted.**

If you exclude yourself from the Settlement, you will not be eligible for any Settlement benefits, including receipt of the amount you are seeking in any claim form submitted, and you will waive all rights to object to the Settlement.

If you have questions regarding this letter, you may call _____ and ask for assistance.

EXHIBIT G

Exhibit G

[Claim Form and Settlement Declaration]

Jones v. City of Los Angeles
Case No. BC577267

Claim Form and Settlement Declaration

Name: _____

Company Name
(if applicable): _____

Address: _____

City, State, Zip: _____

LADWP Account No.: _____

GENERAL INSTRUCTIONS

A class action lawsuit was filed in the Superior Court of the State of California, County of Los Angeles, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were over-billed or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system, or incurred damages as a result of participating in the LADWP’s solar incentive program.

The LADWP has agreed to reimburse customers for 100% of the amount(s) that they were over-billed or damaged.

Please read *each* Part of this Claim Form carefully because you may be eligible to submit a claim under more than one Part.

This Claim Form, and all required documentation, must be submitted **no later than** _____, **2017**. You must keep all original documents. **Please submit copies, only.**

This Claim Form may be submitted by regular U.S. Mail to:

**Claims Administrator
Address**

**Address
City, State, ZIP**

If you choose to submit this Claim Form by U.S. Mail, it must be postmarked by _____, 2017.

A Claim Form may also be submitted electronically at www._____.com.

If you choose to electronically submit a Claim Form, you must do so by _____, 2017.

MAKING A CLAIM

PART 1: Overbilled, Incorrect Fee, Unrefunded Balance and Solar Subclasses¹

(a) If:

- the LADWP has sent you a letter that identifies you as a member of the: (i) **Overbilled Subclass**; (ii) **Incorrect Fee Subclass**; (iii) **Unrefunded Balance Subclass** and/or (iv) **Solar Subclass**

AND

- you wish to receive the amount stated in the letter,

Then: Do Nothing. If you are a current LADWP customer, the LADWP will provide you with a credit that will be reflected on your billing statement. If you are a former LADWP customer, the LADWP will send a check to you at your current address.

(b) If:

- the LADWP has sent you a letter that identifies you as a member of the: (i) **Overbilled Subclass**; (ii) **Incorrect Fee Subclass**; (iii) **Unrefunded Balance Subclass** and/or (iv) **Solar Subclass**

AND

- you believe that you have incurred damages or losses **beyond** the amount stated in your letter,

Then: Provide the information requested in this Part directly below and submit this

¹ The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

Claim Form.

Please provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

PART 2: Premise Condition/Estimated Bills and Automatic Bill Payment/Bank Overdraft Charge Subclasses²

(a) **If:**

- the LADWP has sent you a letter that identifies you as a member of the **Premise Condition/Estimated Bills Subclass,**

Then: Provide the information requested in this Part directly below and submit this Claim Form.

Please describe the premise condition on your property, including the dates that the condition existed, when it was fixed, and the amount you paid to fix the condition. In you believe that you have incurred any other damages or losses that you believe resulted from this condition, please explain. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

² The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

(b) **If:**

- the LADWP has sent you a letter that identifies you as a member of the **Automatic Bill Payment/Bank Overdraft Charge Subclass**,³

Then: Provide the information requested in this Part directly below and submit this Claim Form.

Please identify the bank at which the overdraft charges occurred, the dates of all overdrafts, and the amounts of any overdraft fees that were charged by the bank as a result of your bank account being overdrawn after a payment was made out of the account to the LADWP. If you believe that you have incurred any damages or losses beyond the amount of the overdraft fees, please explain. (These damages or losses can include: finance, interest, or overdraft charges imposed by a third-party; or other losses not listed here).

Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

PART 3: Field Work Investigation Claim

The LADWP has sent you a letter informing you that there is a pending field work investigation for your Property, you will not need to consider filing a claim form until such time as you receive a letter informing you of the its determination of the field work investigation.

(a) **If:**

³ The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

- the LADWP has sent you a letter informing you of its determination of a field work investigation,

AND

- the LADWP has requested, in its determination letter, that you submit a Claim Form,

Then: Provide the information requested in this Part directly below and submit this Claim Form.

Please provide the Field Work Identification Number found in the top left portion of your Field Work Investigation Determination Letter and provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (e.g., the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

(b) If:

- the LADWP has sent you a letter informing you of its determination of a field work investigation,

AND

- you disagree with the LADWP's determination,

Then: Provide the information requested in this Part directly below and submit this Claim Form.

Please provide the Field Work Identification Number found in the top left portion of your Field Work Investigation Determination Letter and please provide a brief explanation as to why you disagree with the conclusions and the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (e.g., the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

PART 4: Omnibus Subclass⁴

(a) **If:**

- the LADWP has sent you a letter stating that you have not been identified as a member of any Subclass

AND

- you believe that you were:
 - incorrectly assessed a charge associated with your power, water, sewage or sanitation services at any time from September 3, 2013 to the present, that is not covered by any of the Subclasses listed in the Settlement

OR

- damaged as a result of your participation in the LADWP's solar incentive program at any time from February 13, 2010 to the present

Then: Provide the information requested in this Part directly below and submit this Claim Form.

Please provide a brief explanation of the damages or losses that you believe you have incurred. (These damages or losses can include: repair costs; service costs (*e.g.*, the cost of a plumber or repair person); finance, interest, or overdraft charges imposed by a third-party; costs related to erroneous disconnection; reconnection fees; loss of perishable items; damage to personal property; loss of wages or business income; or other losses not listed here).

⁴ The definitions of each Subclass may be found on pages xx-xx of the accompanying Class Notice.

Please submit copies of any relevant documentation to support your claim. You may be asked for additional documentation.

Declaration

I, _____, hereby declare under penalty of perjury, under the laws of the United States and the State of California, that the information provided in this Claim Form is true and correct. By submitting this Claim Form, I also hereby submit and consent to the jurisdiction of the Superior Court of the State of California, County of Los Angeles, in this matter.

Date: (mm/dd/yyyy)

Signature or Electronic Signature

**THIS DECLARATION IS MADE UNDER PENALTY OF
PERJURY**

EXHIBIT H

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Exhibit H

[Final Order and Judgment]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ANTWON JONES, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

CITY OF LOS ANGELES, by and through the
LOS ANGELES DEPARTMENT OF
WATER AND POWER, and DOES 1 through
50, inclusive,

Defendants.

Case No. BC577267

[Related to Case Nos. BC565618 (Lead),
BC568722, BC571664 and BC574690]

[PROPOSED]
ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT and FINAL
JUDGMENT

Date:
Time:
Place:

Assigned for All Purposes to the
Hon. Elihu M. Berle, Dept. 323

Action Filed: January 7, 2015
Trial Date: None Set

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WHEREAS, plaintiff Antwon Jones (“Plaintiff”) moved this Court for an Order, pursuant to Section 382 of the California Code of Civil Procedure (“Section 382”) and California Civil Code § 1781 (“Section 1781”), seeking final approval of a class action settlement and entry of final judgment (the “Motion”); and

WHEREAS, defendant the City of Los Angeles, by and through the Los Angeles Department of Power and Water (“LADWP”) and DOES 1 through 50, inclusive (collectively, “Defendant”) joins Plaintiff in seeking this same relief; and

WHEREAS, the Court reviewed the submissions of the parties, all properly and timely filed objections to the Settlement, and the Parties’ responses to such objections, and held a Final Approval Hearing on _____, 2017 (the “Final Approval Hearing”), and good cause appearing;

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

1. With respect to the capitalized terms set forth herein, the Court, for purposes of this Final Judgment and Order (“Final Order”), adopts the definitions set forth in the Revised Class Action Settlement Agreement and Limited Release dated November 9, 2016 (the “Settlement Agreement”).
2. This Court has continuing and exclusive jurisdiction over the Settlement and all Parties hereto for the purpose of construing, enforcing and administering the Settlement Agreement.
3. The Court finally certifies, for settlement purposes only, the following Settlement Class:

All LADWP customers who were over-charged for electric, water, sewage or sanitation services between the dates of September 3, 2013 and the present, and who are entitled to credits or refunds for electric, water, sewage or sanitation services and/or for participation in the LADWP’s solar incentive program from

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February 13, 2010.

Expressly excluded from the Settlement Class are the Judge to whom this case is assigned, any members of the Judge’s immediate family, and counsel of record in this action.

4. With respect to the Settlement Class, this Court finds that: (a) the members of the Settlement Class are so numerous their joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Settlement Class in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by the Settlement Class, (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the action.

5. Class Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. These materials satisfied the requirements of California Code of Civil Procedure § 382 and California Civil Code § 1781 and Rule 3.766 of the California Rules of Court and (a) provided the best practicable notice, (b) were reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the Settlement Agreement, and of their right to appear or object to or exclude themselves from the Settlement Class, (c) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice, and (d) fully complied with the applicable laws of the State of California. Accordingly, the Court determines that all members of the Settlement Class are bound by this Order and by the final judgment to be entered pursuant thereto.

6. The Settlement Agreement was arrived at after extensive arm’s length negotiations conducted in good faith by counsel for the parties, and is supported by the majority of the members of the Settlement Class. Accordingly, this Court hereby approves the Settlement

1 Agreement as fair, reasonable and adequate in light of the complexity, expense and duration of
2 the litigation, and the risks inherent and involved in establishing liability and damages, and in
3 maintaining the class action as to liability issues through trial and appeal.

4 7. The promises and commitments of the Parties under the terms of the Settlement
5 Agreement constitute fair value given in exchange for the releases of the Released Claims. The
6 following claims are therefore released against Defendant:

7 any claims, damages, suits, demands, liabilities, judgments, losses and causes of
8 action which have accrued as of the date of entry of the Order of Preliminary
9 Approval relating to or arising from the billing issues alleged in the operative
pleadings in the Actions, including:

10 (i) overbilling as a result of charging an incorrect rate, incorrect
11 amount of consumption, incorrect utility tax rate or the failing to apply a discount;

12 (ii) billing incorrect fees, including but not limited to late payment
13 fees, reconnect fees and/or start service fees;

14 (iii) retaining refunds during the period of September 3, 2013 to the
15 present that were due;

16 (iv) billing for greater quantities of water, power or sewage than
17 otherwise would have been charged but for the existence of a premise condition;

18 (v) the assessment of overdraft fees resulting from the LADWP having
19 charged customers an incorrect billing amount; and

20 (vi) for solar customers, delay in providing a reservation confirmation
21 to and/or connecting the solar system, and/or failure to bill for energy consumed
22 and/or generated; and/or failure to credit for excess energy generated by the
customer's solar power system at any time from February 13, 2010, through the
date of the entry of the Order of Preliminary Approval

23 sounding in law or equity, seeking damages or any other relief, that are now
24 recognized by law or that may be created or recognized in the future by statute,
25 regulation, judicial decision or in any other manner, based upon any federal or
26 state statutory or common law including but not limited to, claims sounding in
27 tort, contract and the consumer protection laws of the United States or of any state
28 or other jurisdiction within the United States, and all claims, damages, suits,
demands, liabilities, judgments, losses or causes of action which have been, might
have been, are now, or could be asserted by any plaintiff or any Settlement Class
Member arising out of, based upon, or related to, in whole or in part, the facts and
circumstances underlying the claims and causes of action set forth in the Actions.

1 Released Claims include claims for economic and non-economic damages that
2 were proximately caused by the LADWP having overbilled its customers during
3 the time periods set forth in the operative Complaint in the *Jones Action*. These
4 economic and non-economic damages may be direct, incidental, or consequential
5 and, by way of example, include: repair costs; services costs (e.g., the cost of a
6 plumber or electrician to examine or repair a premise condition); finance, interest,
7 or overdraft charges imposed by a third party; costs related to or arising from
8 erroneous disconnections; reconnection fees; loss of perishable items; damage to
9 personal property; personal injury or illness; or loss of wages or business income.
All such losses and damages are expressly deemed Eligible Claims pursuant to
this Revised Agreement and a Settlement Class Member is entitled to seek
recovery of 100% of such losses and damages through the Omnibus claims
process.

10 Released Claims also include claims for economic and non-economic damages
11 that resulted in overbilling customers and were proximately caused by the
12 LADWP's failure to: (i) timely undertake field investigations, conduct field
13 maintenance, perform meter reads, or provide accurate information concerning
14 actual utilization; (ii) prorate or allot utilization in accordance with applicable rate
15 schedules; and (iii) comply with disconnection rules and the imposition of
16 associated charges. All such losses and damage are expressly deemed Eligible
17 Claims pursuant to this Revised Agreement and a Settlement Class Member is
18 entitled to seek recovery of 100% of such losses and damages through the
19 Omnibus claims process.

20 Released Claims do not include:

- 21 (i) the claims asserted in the action, *Morski v. City of Los Angeles by, and through,*
22 *the Los Angeles Department of Water & Power*, Los Angeles Superior Court Case
23 No BC 568722 (the "*Morski Action*"), which allege that the LADWP violated
24 Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No.
25 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968
26 and Ordinance No. 179802) by assessing tiered billing without obtaining actual
27 monthly meter reads and without providing regular, timely, and accurate monthly
28 bills to its customers ("Non-Monthly Tiered Billing Claims");
- (ii) causes of Action 27-32 in the First Amended Complaint filed on October 20, 2015
in the action entitled *Macias v. City of Los Angeles erroneously sued as Los*
Angeles Department of Water and Power, et al., Los Angeles Superior Court Case
No. BC594049 (the "*Macias Action*"), which counsel for Plaintiff Macias has
represented will also be asserted in the Third Amended Complaint that will be
filed in the *Macias Action* on or before November 10, 2016;
- (iii) claims for violations of California's Bane Act, Civil Code § 51.2;

- 1 (iv) claims arising out of field work investigations created after December 21, 2015;
- 2 (v) claims arising out of LADWP's failure to record or credit payments made by
- 3 customers;
- 4 (vi) claims arising from the Back-Billing of customers during the period September 3,
- 5 2013 through September 10, 2015; and
- 6 (vii) claims for personal injury.

7 8. All members of the Settlement Class who did not make a valid request for
8 exclusion from the Settlement Class in the time and manner provided in the Settlement
9 Agreement are barred, permanently enjoined, and restrained from commencing or prosecuting
10 any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against
11 Defendant and/or the Released Parties based upon, relating to, or arising out of, any of the
12 Released Claims. However, all members of the Settlement Class who did make a valid request
13 for exclusion from the Settlement Class in the time and manner provided in the Settlement
14 Agreement are not barred, permanently enjoined, or restrained from commencing or prosecuting
15 any action, suit, proceeding, claim, or cause of action in any jurisdiction or court against
16 Defendant and/or the Released Parties based upon, relating to, or arising out of, any of the
17 Released Claims.

18 9. By operation of this Final Order and upon the occurrence of the Effective Date,
19 Defendant and/or the Released Parties shall be deemed to have, and by operation of this Final
20 Order shall have, fully, finally, and forever released, relinquished and discharged each and all
21 members of the Settlement Class, Plaintiff and Class Counsel from all claims (including
22 unknown claims), arising out of, relating to, or in connection with the institution, prosecution,
23 assertion, settlement or resolution of this litigation or the Released Claims.

24 10. For good cause shown, the Court awards a service award to Plaintiff Jones and
25 Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak in the amount of \$_____ each
26 for the time and expenses expended in connection with the prosecution of the Action, which shall
27 be paid by Defendant.

28

1 11. For good cause shown, the Court awards Class Counsel: (i) reasonable attorney
2 fees in the amount of \$_____; and (ii) expenses in the amount of
3 \$_____. The attorneys' fees and reimbursement of expenses awarded by the
4 Court shall be paid by Defendant within 7 business days after this Order has been entered.
5 Defendant will pay the amount awarded by the Court directly to an account established by Class
6 Counsel. Class Counsel shall be responsible for allocating the attorneys' fees and expenses
7 among Plaintiff's counsel.

8 12. For good cause shown, the Court approves the right of Class and Liaison Counsel
9 to make quarterly applications to this Court for additional awards of reasonable attorneys' fees at
10 the rate of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to
11 Final Approval for (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus
12 claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of, the City of
13 Los Angeles, including all departments thereof. The \$1 million of future attorneys' fees
14 identified in the Memorandum of Understanding executed on June 12, 2015 shall be utilized to
15 pay any such future attorneys' fees awarded to Class Counsel by the Court and shall not be in
16 addition to any future attorneys' fees awarded by the Court, as set forth in the Settlement
17 Agreement. Should the Court award such future attorneys' fees to Class Counsel, Defendant will
18 pay the amount of attorneys' fees awarded by the Court within 7 business days after the Court
19 issues an order granting Class Counsel's application. Defendant will pay the amount awarded by
20 the Court directly to an account established by Class Counsel and Liaison Counsel, and Class
21 Counsel shall be responsible for allocating any future attorneys' fees.

22 13. The Settlement Agreement shall not be offered or be admissible in evidence by or
23 against Defendant or cited or referred to in any other action or proceeding, except (1) in any
24 action or proceeding brought by or against the Parties to enforce or otherwise implement the
25 terms of the Settlement Agreement, or (2) in any action involving Plaintiff, members of the
26 Settlement Class, or any of them, to support a defense of res judicata, collateral estoppel, release,
27 or other theory of claim preclusion, issue preclusion, or similar defense.

28

1 14. If, for any reason, the Effective Date does not occur, this Final Judgment shall be
2 deemed vacated and shall have no force or effect whatsoever.

3 15. Without affecting the finality of this Judgment in any way, the Court hereby
4 retains continuing jurisdiction over (a) the implementation of this Settlement and any award or
5 distribution to the Settlement Class members; (b) hearing and determining an application for
6 attorneys' fees and costs and (c) all parties for the purpose of enforcing and administering the
7 Settlement Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise.

8 16. The Clerk is directed to enter this Final Order forthwith.

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Dated: _____, 2017

SO ORDERED:

HON. ELIHU M. BERLE

EXHIBIT I

Exhibit I

[Field Work Notification Letter]

Dear _____:

As you may be aware, a class action lawsuit was filed in the Superior Court of California, captioned *Jones v. City of Los Angeles*, Case No. BC577267, which alleges that customers of the Los Angeles Department of Water and Power (the “LADWP”) were overcharged or experienced other billing errors that were caused by, and are related to, the defective implementation of the LADWP’s new billing system or incurred damages as a result of participating in the LADWP’s solar incentive program (the “Lawsuit”).

In connection with the settlement of the Lawsuit, the LADWP is writing to inform you that, as of the date of this letter, there is a pending field work investigation for the property located at _____ (the “Property”). The purpose of this field work investigation is to investigate whether any conditions exist on the Property that might have caused you to be overcharged or to have experienced other billing errors or monetary damages.

Once the field work investigation has been completed, the LADWP will inform you, by letter, of its determination in connection with this field work investigation. A claim for damages that results from the findings of a field work investigation can be initiated by filing a claim form postmarked within 60 days of the date of the determination letter.

If you have questions regarding this letter, you may contact the Claims Administrator at 1-800-_____ and ask for assistance.

EXHIBIT J

Exhibit J

[Field Work Determination Letter]

Dear _____,

On _____, the Los Angeles Department of Water and Power (“LADWP”) informed you of the pending field work investigation on the property located at _____. The purpose of the field work investigation was to determine if any conditions exist on the property that might have caused utility overcharges or other damage to you. The field work investigation is now completed.

[Based on its field work investigation, the LADWP has determined that no such conditions exist on the property and you are not entitled to a refund of overcharges or any other damages.

However, if you disagree with this determination and nevertheless believe you are entitled to damages, you **must submit a Claim Form postmarked within 60 days of the date of this letter.** You may request a Claim Form from the Claim Administrator by contacting them at _____ or _____. Or, you may complete and electronically submit a Claim Form at www._____.com within 60 days of the date of this letter.

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive. If you disagree with this determination, you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute the LADWP’s determination; and (ii) explains the reasons you dispute the determination and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:
Special Master – LADWP Billing Class Action
c/o Kurtzman Carson Consultants
XXXXX
XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter.** If you do not request a Special Master review within the stated time, the LADWP’s determination that you are not entitled to a recovery will be final.]

[Based on its field work investigation, the LADWP has determined that you may be entitled to a refund of overcharges and other damages.

In order to receive the overcharges and other damages, if any, you **must submit a Claim Form postmarked within 60 days of the date of this letter.** You may request a Claim Form from the Claim Administrator by contacting them at _____ or _____. Or, you may complete

and electronically submit a Claim Form at www._____.com within 60 days of the date of this letter.

Your Claim Form will be reviewed and you will be notified by letter of the amount of money, if any, you will receive. If you disagree with the determination, you will have 30 days to request review by the Special Master.

If you disagree with this determination, you have 30 days to request an independent review by a Special Master. To request an independent review, send a signed letter that: (i) states that you dispute the LADWP's determination; and (ii) explains the reasons you dispute the determination and what amount you believe you are entitled to and why. You must attach to your letter copies of all documents that you believe support your position.

Send your request for independent review to:

Special Master – LADWP Billing Class Action

c/o Kurtzman Carson Consultants

XXXXX

Remember, your request for the Special Master review must be postmarked **no later than 30 days from the date of this letter**. If you do not request a Special Master review within the stated time, the LADWP's determination that you are not entitled to a recovery will be final.]

If you have questions regarding this letter, you may call 1-800-_____.

EXHIBIT 2

1 Jack Landskroner (Admitted Pro Hac Vice)
LANDSKRONER GRIECO MERRIMAN, LLC
2 1360 West 9th Street, Suite 200
3 Cleveland, Ohio 44113
4 T. (216) 522-9000
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5 Michael J. Libman (SBN 222353)
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6 16133 Ventura Blvd., Suite 1200
7 Encino, California 91436
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8 Attorneys for Plaintiff

9 Michael N. Feuer (SBN 111529)
City Attorney
10 ~~Richard M. Brown~~ Joseph A. Brajevich (SBN ~~041277~~ 156144)
General Counsel, Department of Water and Power
11 Eskel H. Solomon (SBN 101386)
~~Deputy~~ Assistant City Attorney
12 Los Angeles City Attorney's Office
111 N. Hope Street, Room 340
13 Los Angeles, California 90012

14 Angela C. Agrusa (SBN 131337)
Maribeth Annaguey (SBN 228431)
15 LINER LLP
1100 Glendon Avenue, 14th Floor
16 Los Angeles, California 90024.3518
Telephone: (310) 500-3500
17 Facsimile: (310) 500-3501

18 Attorneys for Defendant
CITY OF LOS ANGELES

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

21 ANTWON JONES, on behalf of himself, and
22 all other similarly situated,

23 Plaintiff,

24 vs.

25 CITY OF LOS ANGELES, by and through the
26 Los Angeles Department of Water and Power
and DOES 1 through 50, inclusive,

27 Defendants.

Case No. BC577267
[Related to Case Nos. BC565618 (Lead),
BC568722, BC571664, and BC574690]

[CLASS ACTION]

**REVISED CLASS ACTION
SETTLEMENT AGREEMENT AND
LIMITED RELEASE**

Assigned for All Purposes to the
Hon. Elihu M. Berle, Dept. 323

Action Filed: April 1, 2015
Trial Date: None Set



TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page

~~I. RECITALS 1~~

~~II. DEFINITIONS 6~~

~~III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT 13~~

~~A. Certification of Settlement Class 13~~

~~B. Settlement Relief 14~~

~~1. Monetary Relief 15~~

~~a. Pre-Identified Non-Claims Made Subclass Members 15~~

~~b. Pre-Identified Claims Made Subclass Members 16~~

~~c. Omnibus Subclass Members 17~~

~~d. Timing Of Payment 19~~

~~e. Uncashed And Returned Checks 19~~

~~2. Remedial Relief and Corrective Actions 19~~

~~a. Create and Adopt CC&B System Performance Metrics and Perform Work Necessary to Achieve and Maintain Compliance with these Metrics 19~~

~~1) Backlogged Field Investigation Cases Customer High/Low Bill Inquiries 20~~

~~2) Backlogged Field Investigation Cases with Billing Instructions 21~~

~~3) Backlogged Field Investigation Cases Cut-in Flat and Defective 23~~

~~4) Backlogged Field Investigation Cases with Other Issues 24~~

~~5) Backlogged Field Services Field Activities 26~~

~~6) Defective Meters 28~~

~~7) Cut-In Flat Electric Meters and Spacer on Water Meters 29~~

~~8) Backlogged Meter Reread Field Activities 30~~

~~9) Backlogged Field Collections Field Activities 31~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10) ~~Backlogged Water And Power Distribution Meter Exchange.....32~~

11) ~~Backlogged Manually Generated Billing To Do's.....33~~

12) ~~Premise Management.....34~~

13) ~~Customer Service Call Times And Responses:.....34~~

b. ~~Appointment of Independent CC&B System Monitoring Expert.....35~~

e. ~~Independent CC&B System Audits to Confirm Accuracy of CC&B System.....37~~

d. ~~Create and Implement Internal Billing "Tiger Team" To Address Unique or Complex Billing Issues.....38~~

e. ~~Create and Implement Information Technology Department Project Management Office.....38~~

f. ~~Amend Rule 17 of the Rules Governing Water and Electric Service.....39~~

g. ~~Settlement Class Members Who Entered Into A Payment Arrangement Schedule With The LADWP Due To Receiving A Delayed Bill At Any Time From September 3, 2013 Through November 3, 2015 Who Have Outstanding Payment Arrangement Balances Due May Elect To Extend The Term of Their Payment Arrangement Schedule By One Additional Year.....41~~

C. ~~Notice Program.....41~~

1. ~~Mailed Notice.....41~~

2. ~~Emailed Notice.....43~~

3. ~~Published Notice.....44~~

4. ~~Internet and Website Notice.....44~~

D. ~~Release, Waiver and Covenant Not To Sue.....45~~

E. ~~Confirmatory Discovery.....45~~

F. ~~Non Admission of Liability.....46~~

G. ~~Preliminary Approval.....46~~

H. ~~Claims Process.....47~~

1. ~~Pre identification.....47~~

1	a.	Pre-Identified Non-Claims Made Subclass Members	47
2	b.	Pre-Identified Claims Made Subclass Members	48
3	2.	Self-Identification	49
4	3.	Pending Field Investigation	50
5	4.	Claims Administration	50
6	5.	Special Master	50
7	6.	Costs of Settlement Administration	52
8	I.	Requests for Exclusion of Settlement Class	52
9	J.	Objections and Requests To Appear At Final Approval Hearing	53
10	K.	Attorneys' Fees and Costs	54
11	L.	Final Approval	56
12	M.	Miscellaneous Provisions	57
13	1.	Authority Of Signatories	57
14	2.	Binding Upon Successors	57
15	3.	Both Parties As Drafter	58
16	4.	Cooperation	58
17	5.	Counterpart Execution	58
18	6.	Governing Law	58
19	7.	Headings	58
20	8.	Integration Clause	58
21	9.	Jurisdiction	59
22	10.	Non-Waiver	59
23	11.	Notice	59
24	12.	Severability	60
25	13.	Time for Compliance	60
26	<u>I.</u>	<u>RECITALS</u>	<u>1</u>
27	<u>II.</u>	<u>DEFINITIONS</u>	<u>9</u>
28	<u>III.</u>	<u>GENERAL TERMS AND CONDITIONS OF SETTLEMENT</u>	<u>17</u>

1	<u>A. Certification of Settlement Class.....</u>	17
2	<u>B. Settlement Subclasses</u>	17
3	<u>1. Overbilled Subclass.....</u>	17
4	<u>2. Incorrect Fee Subclass.....</u>	18
5	<u>3. Unrefunded Balance Subclass.....</u>	18
6	<u>4. Solar Subclass</u>	18
7	<u>5. Premise Condition/Estimated Bill Subclass.....</u>	18
8	<u>6. Automatic Bill Payment/Bank Overdraft Charge Subclass</u>	18
9	<u>7. Omnibus Subclass</u>	19
10	<u>C. Settlement Relief.....</u>	20
11	<u>1. Monetary Relief.....</u>	20
12	<u>a. Pre-Identified Non-Claims Made Subclass Members.....</u>	20
13	<u>b. Pre-Identified Claims Made Subclass Members</u>	21
14	<u>c. Omnibus Subclass Members</u>	22
15	<u>d. Timing of Payment.....</u>	24
16	<u>e. Uncashed and Returned Checks</u>	24
17	<u>2. Remedial Relief and Corrective Actions.....</u>	24
18	<u>a. Create and Adopt CC&B System Performance Metrics and</u>	
19	<u>Perform Work Necessary to Achieve and Maintain</u>	
20	<u>Compliance with these Metrics</u>	25
21	<u>b. Appointment of Independent CC&B System Monitoring</u>	
22	<u>Expert</u>	40
23	<u>c. Independent CC&B System Audits to Confirm Accuracy of</u>	
24	<u>CC&B System.....</u>	42
25	<u>d. Create and Implement Internal Billing “Tiger Team” To</u>	
26	<u>Address Unique or Complex Billing Issues</u>	43
27	<u>e. Create and Implement Information Technology Department</u>	
28	<u>Project Management Office</u>	44
	<u>f. Amend Rule 17 of the Rules Governing Water and Electric</u>	
	<u>Service.....</u>	45
	<u>g. Settlement Class Members Who Entered Into A Payment</u>	
	<u>Arrangement Schedule With The LADWP Due To</u>	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Receiving A Delayed Bill At Any Time From September 3, 2013 Through November 18, 2016 Who Have Outstanding Payment Arrangement Balances Due May Elect To Extend The Term of Their Payment Arrangement Schedule By One Additional Year46

D. Class Notice Program.....47

1. Mailed Class Notice47

2. Emailed Class Notice48

3. Published Class Notice.....49

4. Internet and Website Class Notice51

E. Release, Waiver and Covenant Not To Sue51

F. Confirmatory Discovery.....52

G. Non-Admission of Liability52

H. Preliminary Approval.....53

I. Claims Process54

1. Pre-identification.....54

a. Pre-Identified Non-Claims Made Subclass Members.....54

b. Pre-Identified Claims Made Subclass Members55

2. Self-Identification.....56

3. Pending Field Work Investigations.....57

4. Claims Administrator57

5. Special Master57

6. Costs of Settlement Administration59

J. Requests for Exclusion of Settlement Class.....59

K. Objections and Requests To Appear At Final Approval Hearing.....60

L. Attorneys’ Fees and Costs.....62

M. Final Approval.....64

N. Miscellaneous Provisions65

1. Authority of Signatories65

2. Binding Upon Successors.....65

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Both Parties as Drafter66
4. Cooperation66
5. Counterpart Execution.....66
6. Governing Law.....66
7. Headings.....66
8. Integration Clause66
9. Jurisdiction67
10. Non-Waiver.....67
11. Notice67
12. Severability.....68
13. Time for Compliance68

1 This Revised Class Action Settlement Agreement and Limited Release (“Revised
2 Agreement”) is submitted pursuant to the California Code of Civil Procedure. Subject to the
3 approval of the Court, this Revised Agreement memorializes the settlement between and among
4 all Parties to fully resolve the Action. This Revised Agreement is entered into by and between
5 Antwon Jones (“Plaintiff” or “Plaintiff Jones”), individually and as a representative of the
6 Settlement Class (as defined herein), and as it pertains to the claims alleged in *Kimhi v. City of Los*
7 *Angeles*, Case No. BC536272 (the “*Kimhi* Action”), Yaar Kimhi, individually and as the Class
8 Representative for the Solar Customers Subclass, and named plaintiffs, Tahl Beckerman
9 Megerdichian and Yelena Novak, and defendant the City of Los Angeles, by and through the Los
10 Angeles Department of Water and Power (“LADWP” or “Department”) and DOES 1 through 50,
11 inclusive (the “City” or “Defendant”) (collectively the “Parties”). This Revised Agreement is
12 intended by the Parties to fully and finally compromise, resolve, discharge and settle all Released
13 Claims (as defined herein) on the terms and conditions set forth herein, subject to approval of the
14 Court.

15 **I. RECITALS**

16 WHEREAS, on April 1, 2015, Plaintiff Jones filed a class action in the Superior Court of
17 the State of California for the County of Los Angeles captioned, *Jones v. City of Los Angeles*,
18 Case No. BC577267 (the “Action”);

19 WHEREAS, the Complaint in the Action alleges claims involving customer over-billing
20 and other billing errors by the LADWP that were caused by, and are related to, the defective
21 implementation of the LADWP’s new Customer Care and Billing system (the “CC&B System”)
22 and damages incurred by customers arising from their participation in the LADWP’s solar
23 incentive program;

24 WHEREAS, prior to filing the Complaint in the Action, Class Counsel initiated an
25 extensive and very lengthy investigation into the matters alleged in the Complaint and has
26 continued to conduct an ongoing investigation into the facts and law relating to the allegations,
27 claims and defenses asserted in this Action;

28

1 WHEREAS, Class Counsel’s continuing investigation has included, among other things,
2 interviewing current and former LADWP employees and working closely with investigators and
3 Plaintiff Jones’ non-testifying experts to diligently investigate the facts relevant to the merits of
4 the claims asserted in the Action, including the functionality of the CC&B System and the
5 LADWP’s solar incentive program;

6 WHEREAS, LADWP conducted an internal investigation concerning issues relating to the
7 new CC&B System, and customer billing related matters, including, but not limited to, matters
8 involving claims made against the LADWP by customers involved in the LADWP’s solar
9 incentive program, which remains ongoing;

10 WHEREAS, Plaintiff Jones directed his counsel to work with Plaintiff Jones’ non-
11 testifying consultants to develop a highly detailed settlement proposal in which Plaintiff Jones
12 proposed to resolve the claims asserted in the Action, as well as the claims asserted in the
13 following three class actions filed against the City and the LADWP: *Bransford, et al. v. City of*
14 *Los Angeles*, Case No. BC565618 (the “*Bransford Action*”), *Fontaine v. City of Los Angeles, et*
15 *al.*, Case No. BC571664 (the “*Fontaine Action*”), and the *Kimhi Action* on terms that would
16 require the LADWP to:

- 17 (i) conduct a review and audit of all LADWP customer accounts to determine if billing
18 errors occurred;
- 19 (ii) refund or credit one hundred percent of the amounts the LADWP had improperly
20 charged any of its customers as a result of billing errors caused by the LADWP’s
21 new CC&B System or because of the customers’ participation in the LADWP’s
22 solar incentive program;
- 23 (iii) take the remedial measures necessary to ensure that the defects in the new CC&B
24 System were permanently corrected; and,
- 25 (iv) provide independently verified evidence that the CC&B System was functioning
26 properly and generating accurate customer bills on an ongoing basis;

27
28

1 WHEREAS, after having provided the detailed settlement proposal, Class Counsel met and
2 conferred with counsel for the City and commenced formal settlement negotiations shortly
3 thereafter. The Parties advanced settlement discussions as far as they could go until these efforts
4 stalled;

5 WHEREAS, after further consideration, the Parties agreed to continue their settlement
6 discussions in a more formal mediation environment and engaged the services of the Hon. Dickran
7 M. Tevrizian (Ret.), one of the most well respected mediators in the United States, to conduct a
8 formal mediation in this matter;

9 WHEREAS, because of the nature of the claims at issue in this litigation and the
10 complexity of the settlement terms proposed by Plaintiff Jones, Judge Tevrizian scheduled the
11 mediation to be conducted over a four day period on June 11-12, July 24 and July 31, 2015;

12 WHEREAS, the Parties thereafter participated in a contentious and protracted two day-
13 long mediation at JAMS in Los Angeles before the Hon. Dickran M. Tevrizian (Ret.) on June 11
14 and 12, 2015. At the conclusion of that mediation session, the Parties reached an agreement in
15 principal on the material terms of the proposed class action settlement ~~reflected in this Agreement;~~

16 WHEREAS, following these mediation sessions, the Parties appeared before the Court and
17 informed the Court that the Parties had reached an agreement in principal on the material terms of
18 a proposed class action settlement;

19 WHEREAS, given the complexity of the settlement and the detail necessary to verify the
20 identity of affected accounts, the accuracy of the refunds due to customers and to validate
21 compliance and the completion of agreed-to remediation protocols, Judge Tevrizian scheduled an
22 additional mediation session on July 24, 2015 in which the Parties worked to define and document
23 other non-material terms ~~presented in this Agreement;~~

24 WHEREAS, after the Parties had concluded negotiating all of the material and non-
25 material terms ~~of the Agreement,~~ other than the amount of attorneys' fees and expense
26 reimbursement to be paid to Class Counsel, on July 24, 2015 Judge Tevrizian informed the Parties
27 that they could begin negotiating the amount of attorneys' fees and expense reimbursement to be
28

1 paid to Class Counsel, and conducted a fourth day of mediation concerning this issue on July 31,
2 2015;

3 WHEREAS, despite the Parties' best efforts, and after a protracted mediation session on
4 July 31, 2015, the Parties reached an impasse with respect to Class Counsel's attorneys' fees and
5 expense reimbursement;

6 WHEREAS, in hopes of bridging this impasse, Judge Tevrizian made a mediator's
7 proposal, which after much discussion over several days, was accepted by the Parties;

8 WHEREAS, based upon the extensive investigation undertaken prior to ~~execution of this~~
9 ~~Agreement~~settlement, discovery provided during the negotiations and the analysis of the facts and
10 the law applicable to Plaintiff Jones' claims, and taking into account the extensive burdens and
11 expense of litigation, including the risks and uncertainties associated with protracted trials and
12 appeals, as well as the fair, cost-effective and assured method of resolving the claims of the
13 Settlement Class, both Plaintiff Jones, Plaintiff Kimhi and Class Counsel have concluded that this
14 ~~Agreement~~settlement provides substantial benefits to the Settlement Class and is fair, reasonable,
15 adequate and in the best interests of Plaintiff Jones and the Settlement Class;

16 WHEREAS, during the September 11, 2015 Preliminary Approval Hearing Class Counsel
17 explained to the Court, "the monetary relief includes 100 percent of recovery for each customer
18 for amounts that they were overbilled by D.W.P., that will result in \$44 million in refunds and
19 credits, as a starting point." See September 11, 2015 Hearing Transcript at 14;

20 WHEREAS, at the conclusion of the initial hearing on Plaintiff's Motion for Preliminary
21 Approval of the Settlement, the Court directed ~~proposed~~ Class Counsel to obtain input with
22 respect to how the ~~Settlement Agreement~~settlement could be improved on behalf of Settlement
23 Class Members. In response to the Court's directive, the Parties met and conferred with related
24 counsel to solicit suggestions as well as take additional steps to improve the ~~Settlement~~
25 ~~Agreement~~settlement. Class Counsel also actively sought out such input from the Office of
26 Public Accountability (OPA) / Ratepayer Advocate for the City of Los Angeles for the purpose of
27 allowing the Ratepayer Advocate to review the ~~Settlement Agreement~~settlement and make any
28

1 recommendation the Ratepayer Advocate might offer to improve the ~~Settlement~~settlement on
2 behalf of Settlement Class Members;

3 WHEREAS, after reviewing the ~~Settlement Agreement~~settlement, the Ratepayer Advocate
4 made only a single recommendation with which Class Counsel agreed. Class Counsel then
5 negotiated with the City and LADWP to obtain the benefit -requested by the Ratepayer Advocate,
6 as detailed in Section III. below;

7
8 WHEREAS, on November 3, 2015, the Court re-convened the hearing on Plaintiff Jones’
9 Motion for Preliminary Approval, which had been commenced on September 11, 2015. During
10 the November 3, 2015 hearing, the Court again heard argument from the Parties in support of
11 Preliminary Approval and also heard from certain objectors, by their counsel. At the conclusion
12 of the November 3, 2015 hearing, the Court instructed the Parties to make twelve additional
13 revisions to the ~~Agreement~~settlement, in addition to the revisions that had been called for by the
14 Court during the September 11th hearing. The Court also instructed the Parties and objectors that
15 any further briefing would be limited to only the twelve issues raised by the Court during the
16 November 3rd hearing and again continued the hearing on Plaintiff Jones’ Motion for Preliminary
17 Approval until December 21, 2015.;

18 WHEREAS, following the November 3rd hearing, the Parties again met and conferred with
19 each other and counsel for the objectors. Based on these conferences, additional changes were
20 made to the ~~Settlement Agreement;~~ settlement and presented to the Court on December 21, 2015;

21 ~~WHEREAS, excluded from this Settlement, and, therefore, not released, are the claims in~~
22 ~~the related lawsuit entitled *Morski v. City of Los Angeles by, and through, the Los Angeles*~~
23 ~~*Department of Water & Power, Los Angeles Superior Court Case No BC 568722 (the “Morski*~~
24 ~~*Action”). The Morski Action alleges at paragraph 4 of the Second Amended Complaint that it*~~
25 ~~“does not include within its scope the erroneous billing claims included within the case of~~
26 ~~*Bransford et al. v. City of Los Angeles, Los Angeles Superior Court Case No. BC565618.” The*~~
27 ~~*Morski Action pursues claims based on the allegation that the LADWP assessed tiered billing*~~
28 ~~*without obtaining actual monthly meter reads and without providing regular, timely, and accurate*~~

1 ~~monthly bills to its customers in violation of Ordinance Nos. 180127, 182273, and 170435 (as~~
2 ~~amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance~~
3 ~~No. 177968 and Ordinance No. 179802) (collectively, the “Ordinances”).~~

4 ~~WHEREAS, excluded from this Settlement, and, therefore, not released are the following~~
5 ~~claims alleged in the lawsuit entitled *Macias v. City of Los Angeles erroneously sued as Los*~~
6 ~~*Angeles Department of Water and Power, et al.*, Los Angeles Superior Court Case No. BC594049~~
7 ~~(the “*Macias Action*”): (i) Non Monthly Tiered Billing claims (as referenced in Paragraph 38~~
8 ~~below); (ii) “Cancel Rebill” claims arising from Non Monthly Tiered Billing claims (as~~
9 ~~referenced in Paragraphs 5 and 38) (iii) violations of California’s Bane Act, Civil Code § 51.2 (the~~
10 ~~“Bane Act”); (iv) claims based on the Back Billing of customers during the period September 3,~~
11 ~~2013 and September 10, 2015; and (v) claims arising out of LADWP’s failure to record or credit~~
12 ~~payments by customers;~~

13 ~~WHEREAS, excluded from this Settlement and, therefore, not released are: (i) claims~~
14 ~~arising out of field investigations created after December 21, 2015; and (ii) claims for personal~~
15 ~~injury;~~

16 WHEREAS, on December 21, 2015, the Court re-convened the hearing on Plaintiff Jones’
17 Motion for Preliminary Approval. During the December 21, 2015 hearing, the Court again heard
18 argument from the Parties in support of Preliminary Approval and also heard from certain
19 objectors, by their counsel;

20 WHEREAS, during the December 21, 2015 Preliminary Approval Hearing, the Court
21 again recognized that the \$44 million in refunds and credits identified by Class Counsel was an
22 estimate and that the aggregate amount to be refunded and credited could grow if additional issues
23 / items were discovered during the course of the remediation effort and stated in relevant part, “the
24 monetary relief portion of the settlement provides settlement class members with an estimated \$44
25 million in credits or refunds arising from overbilling. And this is not a cap; it’s just an estimate.”
26 See December 21, 2015 Hearing Transcript at 81.

27 WHEREAS, at the conclusion of the December 21, 2015 hearing, the Court: (i)
28 conditionally preliminarily approved the settlement; (ii) appointed Antwon Jones as Class

1 Representative; (iii) appointed Yaar Kimhi as the Class Representative for the Solar Subclass; (iv)
2 appointed Landskroner Grieco Merriman, LLC as Class Counsel; (v) appointed Mr. Paul Bender
3 as the CC&B Billing System Monitoring Expert; (vi) appointed Dr. Barbara Barkovich as the
4 Special Master in this case; and (vii) instructed the parties to make four additional changes to the
5 settlement;

6 WHEREAS, since the December 21, 2015 hearing, the CC&B System Monitoring Expert
7 has conducted numerous one and two day-site visits, document review and analysis sessions, and
8 weekly conference calls with LADWP's personnel, Class Counsel and LADWP's Counsel;

9 WHEREAS, during the period April 12th through April 29th, 2016, the CC&B System
10 Monitoring Expert conducted an extended site visit at LADWP;

11 WHEREAS, as detailed in the *Report of Independent CC&B Systems Monitor*
12 *Concerning Status of Class Action Settlement for First and Second Quarters of 2016* filed with
13 the Court on July 14, 2016, following this extended site visit, the CC&B Billing System
14 Monitoring Expert informed counsel for all Parties that the then-current Scope of Work and
15 schedule would need to be significantly revised to allow additional time for the LADWP to
16 undertake the additional work the Monitoring team requested. The CC&B System Monitoring
17 Expert also stated that the Monitoring team would use this additional time to: (i) perform various
18 verification tasks and data analyses required to ensure that the mechanisms and methodologies the
19 LADWP utilized are accurate and reliable; and (ii) continue to work closely with LADWP IT
20 Professionals to ensure that the Settlement's goal of refunding 100% of all overcharges to
21 LADWP customers is achieved;

22 WHEREAS, on July 14, 2016, the CC&B System Monitoring Expert: (i) informed the
23 Court that the amount to be refunded to Class members would increase by at least \$5.4 million
24 dollars based on additional work the LADWP performed; and (ii) requested that the Court extend
25 the deadline for the LADWP to complete the programming and testing necessary to identify *all*
26 LADWP customers who have been overcharged and quantify the amounts of such overcharges to
27 November 18, 2016;

28

1 WHEREAS, on July 28, 2016, the Court granted the CC&B System Monitoring Expert 's
2 request and extended the deadline to November 18, 2016 to complete the programming and testing
3 necessary for the LADWP to identify customers who have been overcharged and quantify the
4 amounts of such overcharges;

5 WHEREAS, on October 28, 2016, the LADWP concluded the work necessary to identify
6 customers who have been overcharged and quantify the amounts of such over charges. Thereafter,
7 the CC&B System Monitoring Expert finalized the work it was performing to confirm the accuracy
8 of the LADWP's programming and testing;

9 WHEREAS, on October 31, 2016, the Parties participated in another day-long mediation at
10 JAMS in Los Angeles before Judge Tevrizian. During the October 31st mediation, the Parties
11 negotiated the following revisions to the settlement: (i) a revision to Rule 17 of the Rules Governing
12 Water and Electric Service; (ii) a revision to the 18 month Remediation Period; (iii) a revision to the
13 date by which the Tiger Team will be operational; (iv) a revision to the scope of work the CC&B
14 System Monitoring Expert is to perform involving the Tiger Team and claims administration
15 activities; (v) a revision to the date by which the Information Technology Department Project
16 Management Office will be operational; (vi) a revision to the claims process for Solar Subclass
17 members; and (vii) a revision to the amount of attorneys' fees and expense reimbursement which
18 may be sought by Class Counsel; and,

19 WHEREAS, the City and the other Released Parties, defined below, have denied, and
20 continue to deny, the substantive claims set forth in the complaints in this Action and in the
21 *Bransford, Fontaine, and Kimhi* Actions, and have denied and continue to deny any and all
22 wrongdoing and liability of any kind with respect to any and all facts and claims alleged and
23 further deny that any Settlement Class Member has suffered any damage caused by the City and
24 the other Released Parties;

25 **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND**
26 **AGREED,** by and between the Parties, through their respective counsel, and subject to the
27 approval of the Court, that the Actions be settled, compromised and dismissed, on the merits and
28

1 with prejudice, and the Released Claims be finally and fully compromised, settled and dismissed
2 as to the Released Parties, subject to and in accordance with the following terms and conditions:

3 **II. DEFINITIONS**

4 As used in this Revised Agreement and the exhibits thereto, in addition to any definitions
5 elsewhere in this Revised Agreement, the following terms shall have the meanings set forth below:

6 1. “Action” means *Jones v. City of Los Angeles*, Case No. BC577267- pending in the
7 Superior Court of the State of California for the County of Los Angeles.

8 2. “Actions” means collectively the Action together with the *Bransford, Fontaine*, and
9 *Kimhi* Actions.

10 3. “Agreement” means ~~this executed the~~ Class Action Settlement Agreement and
11 Limited Release executed on November 18, 2015.

12 4. “Back-Billing” means the submission of a bill by LADWP to an account holder
13 that includes more than one billing cycle where the prior billing statements had not previously
14 been billed to the account holder. Back-Billing does not include the issuance of a “Cancel-
15 Rebill.”

16 5. “Cancel-Rebill” means a bill issued that reconciles a customer’s charges from prior
17 bills.

18 6. “CC&B System” means LADWP’s Customer Care and Billing System used to bill
19 its customers for electricity and water usage ~~and the City of Los Angeles Bureau of Sanitation’s~~
20 ~~customers for sewage and trash collection~~, sewage and sanitation services, which went “live” on
21 September 3, 2013.

22 7. “CC&B System Auditor” means the audit firm hired to conduct CC&B System
23 audits described in Section III.C.2.b. herein.

24 8. “CC&B System Monitoring Expert” means Paul Bender of Paul Bender
25 Consulting.

26 9. “Claims Administrator” means Kurtzman Carson Consultants LLC (“KCC”)
27 (formerly known as Gilardi & Co. LLC), an independent service provider whose function shall
28

1 include the processing of Claim Forms and administration of all claims filed by Settlement Class
2 Members in this Action.

3 10. “Claim Form” means a document substantially in the form of the document
4 attached to this ~~agreement~~Revised Agreement as Exhibit ~~FG~~.

5 11. “Claim Period” means:

6 a. for Omnibus Subclass Members, the ~~120~~60 day period commencing on
7 the date of the Class Notice;

8 b. for Pre-Identified Claims Made Subclass Members, the ~~120~~60 day period
9 commencing on the date of the ~~Identification Letter~~Class Notice;

10 c. for Field ~~Investigation~~Work Customers, the ~~120~~60 day period
11 commencing on the date of the Field ~~Investigation~~Work Determination
12 Letter.

13 12. “Claims Processing Unit” means a team of trained LADWP employees responsible
14 for examining Claim Forms and supporting documentation submitted by Settlement Class
15 Members to determine the refunds or credits are due to Settlement Class Members.

16 13. “Class Counsel” means Landskroner Grieco Merriman, LLC.

17 14. “Class Notice” means the notices disseminated in connection with the Class Notice
18 Program substantially in the form of Exhibits A-B hereto.

19 15. “Class Notice Date” means the later of the last date of published notice, or the last
20 date of emailed or mailed notice.

21 16. “Class Notice Program” means the plan for disseminating the Class Notices
22 described in Section III.D. herein.

23 ~~14~~17. “Class Representative” means Plaintiff Jones.

24 ~~15~~18. “Class Representative for the Solar ~~Customer~~ Subclass” means plaintiff Yaar
25 Kimhi.

26 ~~16~~19. “Complaint” means the First Amended Class Action Complaint filed in the Action.

27 ~~17~~20. “Court” means the Superior Court of the State of California for the County of Los
28 Angeles.

1 ~~18.~~21. “Credit/Refund Letter” means the letter disseminated to Pre-Identified Non-Claims
2 Made Subclass Members in connection with the claims process substantially in the form of
3 Exhibit D hereto.

4 ~~19.~~22. “Defense Counsel” means Liner LLP.

5 ~~20.~~23. “Effective Date” means the later of the date upon which all appeals, if any, from
6 the Final Order and Judgment (defined below) have been finally concluded and exhausted, with
7 the date upon which the time to seek any appellate remedy from the Final Order and Judgment has
8 expired.

9 ~~21.~~24. “Eligible Claim” means a claim or claims by a Settlement Class Member generally
10 meeting the criteria for settlement benefits under this Revised Agreement.

11 ~~22.~~25. “Field ~~Investigation~~Work Customer” means any LADWP customer with an open
12 field investigation as of December 21, 2015.

13 ~~23.~~26. “Field ~~Investigation~~Work Determination Letter” means the letter disseminated to
14 Field ~~Investigation~~Work Customers in connection with the claims process substantially in the
15 form of Exhibit ~~I~~J hereto that informs LADWP customers of the LADWP’s determination
16 following the completion of a field ~~investigation~~work.

17 ~~24.~~27. “Field ~~Investigation~~Work Notification Letter” means the letter disseminated to
18 Field ~~Investigation~~Work Customers in connection with the claims process substantially in the
19 form of Exhibit ~~H~~I hereto that notifies Field ~~Investigation~~Work Customers of a pending field
20 investigation.

21 ~~25.~~28. “Final Approval Hearing” means the hearing to be held by the Court to consider
22 and determine whether the proposed Settlement should be approved of as fair, reasonable and
23 adequate, and whether the Final Order and Judgment should be entered.

24 ~~26.~~29. “Final Order and Judgment” means a final judgment entered by the Court in
25 substantially the form attached as Exhibit ~~G~~H to this Revised Agreement.

26 ~~27.~~30. “Identification Letter” means the letter disseminated to a Pre-Identified Claims
27 Made Subclass Member in connection with the claims process substantially in the form of Exhibit
28 E hereto.

1 ~~28.31.~~ “LADWP” means the Los Angeles Department of Water and Power.

2 ~~29.32.~~ -“Liaison Counsel” means the Law Offices of Michael J. Libman.

3 ~~30.33.~~ “~~Notice~~“Omnibus Subclass Letter” means the ~~notices~~letter disseminated to
4 LADWP customers who have not been identified as either: (i) Pre-Identified Non-Claims Made
5 Subclass Members or (ii) Pre-Identified Claims Made Subclass Members in connection with the
6 ~~Notice Program~~ claims process in substantially ~~in~~ the form of ~~Exhibits A-B~~Exhibit F hereto.

7 ~~31.~~ —“~~Notice Date~~” means ~~the later of the last date of Published Notice, or the last date~~
8 ~~of emailed or mailed Notice.~~

9 ~~32.~~ —“~~Notice Program~~” means ~~the plan for disseminating the Notices described in~~
10 ~~Section III.C. herein.~~

11 ~~33.34.~~ “Parties” means the City of Los Angeles, by and through the Los Angeles
12 Department of Water and Power, ~~on behalf of itself, its subsidiaries, affiliates, directors, officers,~~
13 ~~and their successor(s)~~ and Plaintiff Jones on behalf of himself and all others similarly situated.

14 ~~34.35.~~ “Persons” means persons and entities, including, without limitation, any
15 individuals, sole proprietorships, associations, companies, partnerships, joint ventures,
16 corporations, trusts, estates, or any other persons or entities.

17 ~~35.36.~~ “Plaintiff” or “Plaintiff Jones” means Antwon Jones.

18 ~~36.37.~~ “~~Pre-Identified~~” ~~Subclass Member~~” means an LADWP customer who has been
19 identified through LADWP’s internal records as a member of an identified subclass as addressed
20 herein.

21 ~~37.38.~~ “Preliminary Approval Order” means the proposed order preliminarily approving
22 the ~~Settlement~~settlement, substantially in the form of Exhibit C hereto.

23 ~~39.~~ —“Released Claims” means ~~any and~~ all claims, damages, suits, demands, liabilities,
24 judgments, losses and causes of action which have accrued as of the date of entry of the Order of
25 Preliminary Approval relating to or arising from the billing issues alleged in the operative
26 pleadings in the Actions, including ~~(i) any error committed by the LADWP in billing customers~~
27 ~~for electric, water, sewage or sanitation services in amounts deviating from the customers’ usage~~
28 ~~billed in accordance with the applicable rules and rates set by City Ordinance on bills LADWP~~

1 ~~issued between September 3, 2013 through the date of entry of the Order of Preliminary Approval;~~
2 ~~(ii) any error committed by the LADWP in billing customers between September 3, 2013 through~~
3 ~~the date of entry of the Order of Preliminary Approval resulting in fees or other charges incurred~~
4 ~~by customers; (iii) any error committed by the LADWP in improperly assessing fees or other~~
5 ~~charges on bills LADWP issued between September 3, 2013 through the date of entry of the Order~~
6 ~~of Preliminary Approval; and (iv) failing to timely include customers in the LADWP's solar~~
7 ~~incentive program and/or to provide credit for excess energy generated by solar customers;~~

8 (i) overbilling as a result of charging an incorrect rate, incorrect amount of
9 consumption, incorrect utility tax rate or failing to apply a discount;

10 (ii) billing incorrect fees, including but not limited to late payment fees,
11 reconnect fees and/or start service fees;

12 (iii) retaining refunds during the period of September 3, 2013 to the present that
13 were due;

14 (iv) billing for greater quantities of water, power or sewage than otherwise
15 would have been charged but for the existence of a premise condition;

16 (v) the assessment of overdraft fees resulting from the LADWP having charged
17 customers an incorrect billing amount; and

18 (vi) for solar customers, delay in providing a reservation confirmation to and/or
19 connecting the solar system, and/or failure to bill for energy consumed
20 and/or generated; and/or failure to credit for excess energy generated by the
21 customer's solar power system at any time from February 13, 2010, through
22 the date of the entry of the Order of Preliminary Approval, ~~whether known~~
23 ~~or unknown;~~

24 sounding in law or equity, seeking damages or any other relief, that are now recognized by law or
25 that may be created or recognized in the future by statute, regulation, judicial decision or in any
26 other manner, based upon any federal or state statutory or common law including but not limited
27 to, claims sounding in tort, contract and the consumer protection laws of the United States or of
28 any state or other jurisdiction within the United States, and all claims, damages, suits, demands,

1 liabilities, judgments, losses or causes of action which have been, might have been, are now, or
2 could be asserted by any plaintiff or any Settlement Class Member arising out of, based upon, or
3 related to, in whole or in part, the facts and circumstances underlying the claims and causes of
4 action set forth in the Actions.

5 Released claims include claims for economic and non-economic damages that were
6 proximately caused by the LADWP having overbilled its customers during the time periods set
7 forth in the operative Complaint in the *Jones Action*. These economic and non-economic damages
8 may be direct, incidental, or consequential and, by way of example, include: repair costs; services
9 costs (e.g., the cost of a plumber or electrician to examine or repair a premise condition); finance,
10 interest, or overdraft charges imposed by a third party; costs related to or arising from erroneous
11 disconnections; reconnection fees; loss of perishable items; damage to personal property; ~~personal~~
12 ~~injury or illness~~; or loss of wages or business income. All such losses and damages are expressly
13 deemed Eligible Claims pursuant to this Revised Agreement and a Settlement Class Member is
14 entitled to seek recovery of 100% of such losses and damages through the Omnibus claims
15 process.

16 Released Claims also include claims for economic and non-economic damages that
17 resulted in ~~an overcharge~~ overbilling to customers and were proximately caused by the LADWP's
18 failure to: (i) timely undertake field investigations, conduct field maintenance, perform meter
19 reads, or provide accurate information concerning actual utilization; (ii) prorate or allot utilization
20 in accordance with applicable rate schedules; and (iii) comply with disconnection rules ~~and the~~
21 ~~imposition of associated charges~~. All such losses and damage are expressly deemed Eligible
22 Claims pursuant to this Revised Agreement and a Settlement Class Member is entitled to seek
23 recovery of 100% of such losses and damages through the Omnibus claims process.

24 Released Claims do not include:

25 (i) the claims ~~alleged~~ asserted in the action, *Morski v. City of Los Angeles by, and*
26 *through, the Los Angeles Department of Water & Power, Los Angeles Superior*
27 *Court Case No BC 568722 (the "*Morski Action*, hereinafter referred to as "*Non-Monthly Tiered**
28 *Billing Claims*." ~~The *Morski Action* alleges~~"), which allege that the ~~applicable City Council Ordinances~~

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~~LADWP violated~~ Ordinance Nos. 180127, 182273, and 170435 (as amended by Ordinance No. 171639, Ordinance No. 173017, Ordinance No. 175964, Ordinance No. 177968 and Ordinance No. ~~179802~~)) ~~require the LADWP to take actual meter reads on a monthly basis and do not permit the LADWP to assess~~179802) by assessing tiered billing without obtaining actual monthly meter reads and without providing regular, timely, and accurate monthly bills to its customers ~~based on such monthly meter reads. Each of the (“Non-Monthly Tiered Billing Claims”):~~

(ii) ~~causes of action~~Action 27-32 in the ~~Morski Action are based on the allegation that the LADWP assessed tiered billing without obtaining actual monthly meter reads and without providing regular, timely, and accurate monthly bills to its customers in violation of the applicable Ordinances. The Morski Action alleges at paragraph 4 of the Second~~First Amended Complaint ~~that it “does not include within its scope the erroneous billing claims included within the case of Bransford et al. v. filed on October 20, 2015 in the action entitled Macias v. City of Los Angeles, erroneously sued as Los Angeles Department of Water and Power, et al., Los Angeles Superior Court Case No. BC565618.” Other than~~BC594049 (the ~~Non-Monthly Tiered Billing Claims, the Morski~~“Macias Action ~~does not allege any claims based on the incorrect or erroneous calculation of bills or improper assessment of fees, and such claims are expressly released by this Settlement. Released Claims”~~), which counsel for Plaintiff Macias has represented will also ~~do not include: (i) the Non-Monthly Tiered Billing claims~~ be asserted in the ~~Macias Action; (ii) “Cancel-Rebill” claims arising from Non-Monthly Tiered Billing as~~ pled ~~Third Amended Complaint that will be filed in the Macias Action (iii) the on or~~ before November 10, 2016;

(iii) ~~claims for violations of California’s Bane Act including those pled in the Macias Action; (iv)~~ Civil Code § 51.2;

(iv) ~~claims arising out of field~~ work investigations created after December 21, 2015; ~~(v)~~

(v) ~~claims arising out of LADWP’s failure to record or credit payments made by customers; (vi)~~

(vi) ~~claims arising from the Back-Billing of customers during the period September 3, 2013 through September 10, 2015; and (vii)~~

~~(i)~~(vii) ~~claims for personal injury.~~

1 Capitalized terms used in this Revised Agreement, but not defined above, shall have the
2 meaning ascribed to them in this Revised Agreement and the exhibits attached hereto.

3 **III. GENERAL TERMS AND CONDITIONS OF SETTLEMENT**

4 **A. Certification of Settlement Class**

5 For purposes of ~~Settlement~~settlement only, and not for purposes of liability, and subject to
6 Court approval, the Parties hereby stipulate to the certification of a class in this Action, pursuant to
7 California Code of Civil Procedure Section 382, and California Rules of Court Rules 3.764(e) and
8 3.769(d), with members of the certified Class to comprise only those persons defined herein as the
9 Settlement Class.

10 **B. Settlement Subclasses**

11 The Settlement Class is comprised of the following 7 Subclasses:

12 ~~Tiered Billing~~ (i) Overbilled Subclass: ~~all residential~~; (ii) Incorrect Fee Subclass; (iii)
13 Unrefunded Balance Subclass; (iv) Solar Subclass; (v) Premise Condition/Estimated Bill Subclass;
14 (vi) Automatic Bill Payment/Bank Overdraft Charge Subclass; and ~~commercial customers of~~
15 ~~LADWP who were billed and paid for electricity or water usage at tiered rates higher than those~~
16 ~~rates that would otherwise have been used to bill these customers pursuant to the applicable City~~
17 ~~Ordinances. The Tiered Billing Subclass does not include, and, therefore, does not release, claims~~
18 ~~based on the allegation that the LADWP assessed tiered billing without obtaining actual monthly~~
19 ~~meter reads and without providing monthly bills to its customers in violation of the applicable~~
20 ~~Ordinances or claims for violations of California's Bane Act~~ (vii) Omnibus Subclass.

21 **1. Trend Estimate Overbilled Subclass**

22 The Overbilled Subclass is comprised of all residential and commercial LADWP
23 customers of LADWP who paid electricity or water and sewer bills that were incorrectly estimated
24 due overbilled as a result of being charged an incorrect rate, incorrect amount of consumption,
25 incorrect utility tax rate or who did not have a discount applied.

1 **2. Incorrect Fee Subclass**

2 The Incorrect Fee Subclass is comprised of all LADWP customers that were charged an
3 incorrect fee, including but not limited to ~~a defect in the Trend Estimation Algorithm used to~~
4 ~~compute these estimates~~ late payment fees, reconnect fees and/or start service fees.

5 **3. Closed Account with Credit Unrefunded Balance Subclass:**

6 The Unrefunded Balance Subclass is comprised of all ~~residential and commercial~~ LADWP
7 ~~customers of LADWP who~~ that: (i) have “Closed Accounts” with credit balances and (ii) are owed
8 refunds that have been withheld by the LADWP during the period of September 3, 2013 to the
9 present.

10 **4. Solar Subclass**

11 All LADWP customers that have installed solar systems and applied to participate in the
12 Solar Photovoltaic Incentive Program from February 13, 2010 to date and: (i) experienced delay
13 beyond 30 days after submission of a complete Incentive Application and Supporting
14 Documentation and/or indication that the solar system was fully permitted and ready for
15 inspection in receiving a reservation confirmation and/or connecting the solar system; and/or (ii)
16 have not been billed for energy consumed and/or generated; and/or (iii) have not been credited for
17 excess energy generated by the customer’s solar power system.

18 **5. Premise Condition/Estimated Bill Subclass:**

19 The Premise Condition/Estimated Bill Subclass is comprised of all ~~residential and~~
20 ~~commercial~~ LADWP ~~customers of LADWP who~~ that: (i) unbeknownst to the customer, had a
21 premise condition that caused excessive consumption of water and/or power; (ii) received
22 estimated bills for multiple billing periods after September 3, 2013; (iii) because of these
23 estimated bills, were prevented from timely discovering the premise condition; and (iv) were
24 charged for greater quantities of water, power or sewage than they otherwise would have been
25 charged.

26 ~~▪ **Solar Customers Subclass:** all LADWP customers who have installed solar~~
27 ~~systems and applied to participate in the LADWP’s solar incentive program~~
28 ~~from February 13, 2010 to date and: (i) experienced delay in the final approval~~
~~process beyond 30 days after submission of a complete Incentive Application~~
~~and Supporting Documentation and indication that the solar system was fully~~

1 ~~permitted and ready for inspection; and/or (ii) have not been properly billed for~~
2 ~~energy consumed and/or generated; and/or (iii) have not been properly credited~~
3 ~~for excess energy generated by the customer's solar power system.~~

4 6. Automatic Bill Payment/Bank Overdraft Charge Subclass

5 The Automatic Bill Payment/Bank Overdraft Charge Subclass: is comprised of all
6 LADWP customers ~~who~~that: (i) were enrolled in an automatic bill payment plan with a bank and
7 (ii) were charged overdraft fees because the LADWP charged the customer an incorrect amount,
8 which, in turn, resulted in the customer's bank account being overdrawn.

9 7. Late Payment Charge Omnibus Subclass: all

- 10 ~~▪ All~~ LADWP customers ~~who were assessed an inaccurate Late Payment Charge.~~
- 11 ~~▪ Estimated Electric Bills with "Minimum Charge" Subclass: all LADWP~~
12 ~~residential and small commercial customers: (i) whose consumption was~~
13 ~~estimated to be zero and (ii) who were, therefore, assessed a "Minimum~~
14 ~~Charge" on an electric bill when the actual usage was above the "Minimum~~
15 ~~Charge."~~

16 ~~Omnibus Subclass: all LADWP residential and commercial customers that believe~~ that
17 they were: ~~(i) incorrectly assessed a charge associated with their power, water, sewage or~~ ~~trash~~
18 ~~collection~~ sanitation services at any time from September 3, 2013 to the present, that is not covered
19 by any of the Subclasses listed herein; or (ii) otherwise damaged as a result ~~of~~ from their
20 participation in the LADWP's solar incentive program at any time from February 13, 2010 to the
21 present, ~~that is not covered by any of the other Subclasses listed herein.~~

22 A Settlement Class Member may be a member of one or more of the subclasses listed
23 above. Subject to the terms and conditions of this Revised Agreement, the Parties agree not to
24 oppose any efforts to certify such a class. A certification pursuant to this paragraph shall not
25 constitute, in this or any other proceeding, an admission, finding or evidence that any requirement
26 for class certification is otherwise satisfied, except for the expressly enumerated purposes in this
27 Revised Agreement.

28 If the CC&B System Monitoring Expert identifies customers who have not been identified
as belonging to a subclass but who have received bills with billing errors, such customers will be
entitled to 100% credit (in the case of current customers) or refund (in the case of former
customers) of the overcharge or damage caused by the LADWP.

1 **B.C. Settlement Relief**

2 In consideration for the dismissal of the Actions and the covenants arising under the terms
3 of this Revised Agreement, the Parties hereby agree as follows:

4 **1. Monetary Relief**

5 **a. Pre-Identified Non-Claims Made Subclass Members**

6 The Parties agree that members of the: (i) ~~Tiered Billing~~Overbilled Subclass; (ii) ~~Trend~~
7 ~~Estimate~~Incorrect Fee Subclass; (iii) ~~Closed Account with Credit~~Unrefunded Balance Subclass;
8 and (iv) ~~Late Payment Charge~~Solar Subclass; ~~(v) Estimated Electric Bills with “Minimum~~
9 ~~Charge” Subclass; and (vi) those members of the Solar Customers Subclass who have not been~~
10 ~~properly credited for excess energy generated by the customer’s solar power system~~ (“Pre-
11 Identified Non-Claims Made Subclass Members”) shall be pre-identified as members of each of
12 these subclasses from the internal records of the LADWP and the methodology for identification
13 shall be verified and tested for fairness and for reasonableness by the CC&B System Monitoring
14 Expert.

15 The Parties further agree that the LADWP shall credit (in the case of current customers) or
16 refund (in the case of former customers) 100% of any amounts that the LADWP overcharged or
17 damaged “Pre-Identified Non-Claims Made Subclass Members” during the period September 3,
18 2013 through the present for electric, water, sewage, and sanitation customers, and during the
19 period February 13, 2010 through the present for ~~participants in LADWP’s solar incentive~~
20 ~~program who were not properly billed for energy consumed and/or generated or have not been~~
21 ~~properly credited for excess energy generated by the customer’s solar power system.~~members of
22 the Solar Subclass. The amounts to be: (i) credited to current customers; and (ii) refunded to
23 former customers who are “Pre-Identified Non-Claims Made Subclass Members” shall be
24 determined by the LADWP, and the methodology used to determine the amounts shall be verified
25 for fairness and for reasonableness by the CC&B System Monitoring Expert and subject to Court
26 approval. In determining such amount, the LADWP shall calculate the amount to be credited or
27 refunded by applying the applicable rates and recoverable actual customer usage data for the
28 periods in question for each Subclass Member. The Parties further agree that Pre-Identified Non-

1 Claims Made Subclass Members who do not timely exclude themselves as Class Members shall
2 automatically receive the amount of the credit or refund determined by the LADWP through this
3 process without the need to file a Claim Form. The terms of any payment will be made as stated
4 in the Class Notice and the Credit/Refund Letter. Any Pre-Identified Non-Claims Made Subclass
5 Member may seek an independent review by the Special Master of the determination made by
6 LADWP as set forth in Section III.H.5. herein.

7 **b. Pre-Identified Claims Made Subclass Members**

8 The Parties agree that members of the: (i) Premise Condition/Estimated Bill Subclass; and
9 (ii) Automatic Bill Payment/Bank Overdraft Charge Subclass ~~and (iii) Solar Customer Subclass~~
10 ~~who experienced delay in having the solar system energized~~ (“Pre-Identified Claims Made
11 Subclass Members”) shall be pre-identified as members of each of these subclasses from the
12 internal records of the LADWP through a methodology and process verified for fairness and for
13 reasonableness by the CC&B System Monitoring Expert.

14 The Parties agree that any member of the “Pre-Identified Claims Made Subclass” who
15 wishes to file a claim must timely complete and submit a valid Claim Form substantiated by the
16 documentary evidence specified in the Claim Form to the Court-appointed Claims Administrator.
17 The Claims Administrator shall be responsible for making an initial determination as to whether
18 such Claim Forms are complete and working with Pre-Identified Claims Made Subclass Members
19 who submit incomplete claims to satisfactorily complete the claims process. The Claims
20 Administrator shall timely provide all completed claims to the Claims Processing Unit at
21 LADWP.

22 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting
23 documentation submitted in support thereof and determine if any refund or credit is due a Pre-
24 Identified Claims Made Subclass Member who has timely submitted a completed claim. The
25 criteria used to determine the claims of the Pre-Identified Claims Made Subclass Members by the
26 Claims Processing Unit shall be independently evaluated by the CC&B System Monitoring Expert
27 to determine if they are fair and reasonable, subject to the Court’s oversight and continuing
28 jurisdiction.

1 In the event that the Claims Processing Unit at LADWP determines that a Pre-Identified
2 Claims Made Subclass Member who has timely submitted a completed claim is due a refund or
3 credit, the Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited
4 or otherwise paid to any member of the Pre-Identified Claims Made Subclass on the submitted
5 claim.

6 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any:
7 (i) amount the LADWP overcharged any member of the Premise Condition/Estimated Bill
8 Subclass; and/or (ii) damages the LADWP caused any member of the Automatic Bill
9 Payment/Bank Overdraft Charge Subclass to incur during the period September 3, 2013 through
10 the present, ~~both or (iii) damages caused by the delay in energizing a Solar Customer Subclass~~
11 ~~member's solar power system as determined by the Claims Processing Unit at LADWP.~~

12 ~~The Parties further agree that, subject to Court approval, LADWP shall refund 100% of~~
13 ~~any damages that the Claims Processing Unit at LADWP determines the LADWP caused any~~
14 ~~member of the Solar Customer Subclass to incur as a result of their participation in the LADWP's~~
15 ~~solar incentive program during the period February 13, 2010 through the present.~~ Any Pre-
16 Identified Claims Made Subclass Member may seek an independent review by the Special Master
17 of any determinations made by LADWP as set forth in Section III.H.5. herein.

18 **c. Omnibus Subclass Members**

19 In recognition of the possibility that some LADWP customers who have not been “pre-
20 identified” through LADWP’s internal records may believe that they were overcharged or
21 otherwise damaged as a result of the matters alleged in the Complaint:

22 Any current or former LADWP customers, whether “pre-identified” as a member of any
23 Subclass, or not, who nevertheless believe they have been otherwise: (i) overcharged -as a result
24 of a billing error made by LADWP at any time since September 3, 2013; or (ii) damaged as a
25 result of their participation in the LADWP’s solar incentive program at any time since February
26 13, 2010, may file a Claim Form to recover such overcharge or damages. A claim may be made
27 for economic and non-economic damages which were proximately caused by ~~a~~an overbilling
28 error. Such claims can be asserted and will be considered through the claims process. A

1 Settlement Class Member who wishes to pursue such a claim through a separate lawsuit or a
2 means, other than the claims process, can request exclusion from the Settlement Class pursuant to
3 Section [III.H](#) of this [Revised](#) Agreement.

4 The Parties agree that any member of the Omnibus Subclass who wishes to file a claim
5 must timely complete and submit a valid Claim Form substantiated by the documentary evidence
6 specified in the Claim Form to the Court-appointed Claims Administrator. The Claims
7 Administrator shall be responsible for making an initial determination as to whether such Claim
8 Forms are complete and shall work with Omnibus Subclass Members who submit incomplete
9 claims to satisfactorily complete the claims process. The Claims Administrator shall timely
10 provide all completed claims to the Claims Processing Unit at LADWP.

11 The Claims Processing Unit at LADWP shall examine all Claim Forms and supporting
12 documentation submitted in support thereof and determine whether any refund or credit is due an
13 Omnibus Subclass Member who has timely submitted a completed claim. The criteria used to
14 determine the claims of the Omnibus Subclass Members by the Claims Processing Unit shall be
15 independently evaluated by the CC&B System Monitoring Expert to determine they are fair and
16 reasonable, subject to the Court’s oversight and continuing jurisdiction.

17 In the event that the Claims Processing Unit at LADWP determines that an Omnibus
18 Subclass Member who has timely submitted a completed claim is due a refund or credit, the
19 Claims Processing Unit at LADWP shall calculate the amount to be refunded, credited or
20 otherwise paid to any member of the Omnibus Subclass on the submitted Claim.

21 The Parties agree that, subject to Court approval, the LADWP shall refund 100% of any
22 amount the LADWP damaged or overcharged any member of the Omnibus Subclass arising from
23 the allegations in the Complaint, during the period September 3, 2013 through the present, as
24 determined by the Claims Processing Unit at LADWP.

25 The Parties further agree that, subject to Court approval, LADWP shall refund 100% of
26 any damages that the Claims Processing Unit at LADWP determines the LADWP caused any
27 member of the Omnibus Subclass to incur as a result of their participation in the LADWP’s solar
28 incentive program during the period February 13, 2010 through the present. Any Omnibus

1 Subclass Member may seek an independent review by the Special Master of any determinations
2 made by LADWP as set forth in Section III.H.5 herein.

3 **d. Timing ~~Of~~ Payment**

4 All monetary compensation to be paid out under this ~~Settlement~~Revised Agreement will be
5 paid out as follows:

6 i. Pre-Identified Non-Claims Made Subclass Members will be
7 paid out by not later than seven months following the Effective Date; and

8 ii. Pre-Identified Claims Made Subclass Members ~~(as defined at~~
9 ~~Section III.B.1.b. below)~~ or Omnibus Subclass Members will be paid out by not later than seven
10 months following expiration of the Claim Period.

11 **e. Uncashed ~~And~~ Returned Checks**

12 The funds for any returned or uncashed checks issued to Settlement Class Members will be
13 held for one year following the expiration of the Remediation Period to correct any errors that may
14 arise in the distribution of the Settlement refunds. After that time and subject to Court approval,
15 any uncashed refund checks shall be paid to Share Project, as administered by the United Way,
16 which is designed for low-income and elderly unemployed LADWP residential customers, who
17 are not eligible for other aid or welfare assistance, to meet their energy and water needs.

18 **2. Remedial Relief and Corrective Actions**

19 In addition to providing the foregoing monetary consideration, the Parties also hereby
20 agree that the LADWP will undertake the following remedial and corrective measures in
21 connection with the Settlement:
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a. **Create and Adopt CC&B System Performance Metrics and Perform Work Necessary to Achieve and Maintain Compliance with these Metrics**

While the LADWP has already undertaken certain remedial measures to stabilize the performance and functioning of the CC&B System, the LADWP hereby agrees that it will appropriate and expend an additional twenty-million dollars (\$20 million) over the eighteen-month CC&B System Remediation Period provided for by this Settlement to retain CC&B System consultants and software engineering consultants including, but not limited to Oracle Corp., to assist the LADWP in remediating and stabilizing the LADWP’s CC&B System to ensure that the CC&B System generates and delivers timely and accurate customer bills.

In addition, to further enhance customer service and ensure timely delivery of accurate customer bills, Defendant agrees that it will also deploy the human and financial resources necessary to enable the LADWP to meet, or exceed, the following thirteen objective performance bench marks on the schedule required by this [Revised](#) Agreement:

(1) Backlogged Field Investigation Cases Customer High/Low Bill Inquiries

Since the implementation of the CC&B System, the number of field investigation cases has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing customer high bill and low bill inquiry cases and to do tasks within the service level goals. Customer high bill and low bill inquiries are tracked in field investigation cases and to do task lists. The High/Low bill field investigation cases and to do’s along with other relevant tasks will be tracked and the service level reported:

- Electric High Bill Complaint for Field Investigation CM_FIEHB
- Electric Low Bill Complaint for Field Investigation CM_FIELB
- Water High Bill Complaint for Field Investigation CM_FIWHB
- Water Low Bill Complaint for Field Investigation CM_FIWL B

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field investigation cases and To Do tasks that were

1 completed during the month that were within 30 days of the field investigation being
 2 created.

3 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 4 from the date of the field investigation being created to the date that the task was
 5 completed.

6 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

14 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

22 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

(2) Backlogged Field Investigation Cases with Billing Instructions

Since the implementation of the CC&B System, the number of field investigation cases and to do tasks has increased and has exceeded the ability of LADWP to process these field investigation cases in a timely manner. Customer requests are tracked in field investigation cases and to do task lists. To further enhance customer service and to ensure accurate and timely billing of customers, LADWP commits to working and completing field investigation cases with billing instructions cases and to do tasks within the service level goals. The field investigation cases with billing instructions cases and to do tasks along with other relevant tasks will be tracked and the service level reported:

- Account Service FI To Do CM_FIASU

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field investigation cases and To Do tasks that were completed during the month that were within 30 days of the field investigation being created.

Oldest Order – The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within	> 75%

1		the initial service window.	
2	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

5 C) After 540 Days

6	Metric	Description	Service Goals
7	On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
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9	Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days
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(3) Backlogged Field Investigation Cases Cut-in-Flat and Defective

14 Since the implementation of the CC&B System, the number of field investigation cases
 15 and to do tasks has increased and has exceeded the ability of LADWP to process these field
 16 investigation cases in a timely manner. LADWP field crews report unmetered electric services
 17 that are cut-in-flat, unmetered water service that has a spacer and defective meters. To ensure
 18 accurate and timely billing of the customer, LADWP needs to install working meters by either
 19 replacing defective meters or working with the customers to resolve the issue necessitating service
 20 to be unmetered. The field investigation cases and to do's along with other relevant tasks will be
 21 tracked and the service level reported:

- 22 • Electric Cut Flat Investigation for FI CM_FIECF
- 23 • Electric Defective Meter Investigation for FI CM_FIEDF
- 24 • Pending Cut Flat or Spacer Case for FI CM_FIPCS
- 25 • Pending Defective Meter Case for FI CM_FIPDM
- 26 • Water Defective Meter Investigation for FI CM_FIWDF
- 27 • Water Spacer Investigation for FI CM_FIWSP

1 The Department will meet or exceed the following metrics.

2 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 3 completed during the month that were within 30 days of the field investigation being
 4 created.

5 **Oldest Order** – The age of the oldest field investigation case and To Do task measured
 6 from the date of the field investigation being created to the date that the task was
 7 completed.

8 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

15 B) After 360 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

23 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%
Oldest Open FI		< 60 days

1 (4) **Backlogged Field Investigation Cases with Other Issues**

2 Since the implementation of the CC&B System, the number of field investigation cases
 3 and to do tasks including final inspection of residential solar systems for participation in the solar
 4 incentive program has exceeded the ability of the Department to process these field investigation
 5 cases in a timely manner. This metric tracks the field investigation cases and to do's not tracked
 6 in other field investigation metrics. These field investigation cases and to do's will be tracked and
 7 the service level reported:

- 8 • Electric Why High Investigation for FI CM_FIEWH
- 9 • Electric Why Low Investigation for FI CM_FIEWL
- 10 • Electric Classification Survey Investigation for FI CM_FIECS
- 11 • Electric Meter Survey Switch Investigation for FI CM_FIEMS
- 12 • Electric Rate Survey Investigation for FI CM_FIERS
- 13 • Electric Service Investigation for FI CM_FIESI
- 14 • Electric Meter Survey Serves Investigation for FI CM_FIESS
- 15 • Pending Meter Survey Case for FI CM_FIPSV
- 16 • Water Why High Investigation for FI CM_FIWWH
- 17 • Water Why Low Investigation for FI CM_FIWWL
- 18 • Water Classification Survey Investigation for FI CM_FIWCS
- 19 • Water Meter Survey Switch Investigation for FI CM_FIWMS
- 20 • Water Rate Survey Investigation for FI CM_FIWRS
- 21 • Water Service Investigation for FI CM_FIWSI
- 22 • Water Meter Survey Serves Investigation for FI CM_FIWSS
- 23 • Request for Meter Survey CMMTRSUR

24 The Department will meet or exceed the following metrics.

25 **On Time Rate** – The percentage of field investigation cases and To Do tasks that were
 26 completed during the month that were within 30 days of the field investigation being
 27 created.

28 **Oldest Order** – The age of the oldest field investigation case and To Do task measured

1 from the date of the field investigation being created to the date that the task was
 2 completed.

3 A) After 180 Days

Metric	Description	Service Goals
On Time Rate case or To Do	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open FI	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 90 days

10 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 75 days

18 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open FI case or To Do	The age of the oldest field investigation case and To Do task measured from the date of the field investigation being created to the date that the task was completed.	< 60 days

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(5) **Backlogged Field Services Field Activities**

New customers as well as existing customers who wish to start service at a new address or existing customers who wish to stop service at their existing address contact LADWP to request the utility services be connected or disconnected. LADWP will schedule a Field Service representative to visit the ~~customer's~~customer's premise and start or stop the service and obtain a meter read, which is used for the opening or closing bill. The field service field activities are tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field service field activities that were completed during the month that were within 1 business day of the customer requested date for start service and 10 business day of the customer requested date for stop service.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 85%

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

(6) **Defective Meters**

LADWP field crews report unmetered electric and water services that have defective meters. To ensure accurate and timely billing of the customer, LADWP needs to install working meters by replacing defective meters. The replacement of defective meters will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field activities to replace defective meters that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Defective Meter		< 180 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Defective Meter		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Defective Meter		< 120 days

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(7) **Cut In Flat Electric Meters and Spacer on Water Meters**

LADWP field crews report unmetered electric service that are cut-in-flat and unmetered water service that has a spacer. To ensure accurate and timely billing of the customer, LADWP needs to work with the customers to resolve the issue necessitating service to be unmetered. The tasks to install meters on unmetered services will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of field activities to install meters on unmetered services that were completed during the month that were within 90 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Cut-In-Flat or Spacer		< 180 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Cut-In-Flat or Spacer		< 150 days

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Cut-In-Flat or Spacer		< 120 days

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(8) Backlogged Meter Reread Field Activities

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting meter reread field activity service level goals. LADWP customers who have an outstanding meter read because: (1) a high low billing exception has occurred and the biller requests a re-read to verify consumption, (2) the customer has requested a re-read of their meter to verify consumption, or (3) the meter reader was unable to gain access to the property to read the meter. The meter re-read field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of meter reread field activities that were within 15 days of the date the defective meter was first reported.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 75%

C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 95%

(9) Backlogged Field Collections Field Activities

1 To further enhance customer service and to avoid creating a hardship for a customer by
 2 allowing them to become over extended by exceeding their ability to pay, LADWP commits to
 3 meeting field collection field activity service level goals to reconnect service after payment or
 4 sever service for non-payment in a timely manner. The collection activity will be in compliance
 5 with the LADWP field collection policy at the time the collection is attempted. The field
 6 collection field activities will be tracked and the service level reported:

7 The Department will meet or exceed the following metrics.

8 **On Time Rate** – The percentage of field collection field activities that were within 30 days
 9 of the date the defective meter was first reported.

10 **Oldest Order** – The age of the oldest field collection field activity measured from the date
 11 the field can first be worked.

12 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open field collection field activity		< 90 days

18 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open field collection field activity		< 75 days

24 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the	> 90%

1		initial service window.	
2	Oldest Open field collection field activity		< 60 days
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(10) Backlogged Water And Power Distribution Meter Exchange

To further enhance customer service and to ensure accurate and timely billing of the customer, LADWP commits to meeting water and power meter exchange field activity service level goals. The meter exchange field activities will be tracked and the service level reported:

The Department will meet or exceed the following metrics.

On Time Rate – The percentage of meter exchange field activities that were within 30 days of the date the exchange was scheduled for completion.

Oldest Order – The age of the oldest meter exchange field activity measured from the date the field activity was scheduled for completion.

A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 25%
Oldest Open Meter Exchange		< 90 days

B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 50%
Oldest Open Meter Exchange		< 75 days

1 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of field activities completed in a time period within the initial service window.	> 90%
Oldest Open Meter Exchange		< 60 days

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 8 **(11) Backlogged Manually Generated Billing To Do's**

9 To further enhance customer service and to ensure accurate and timely billing of
 10 customers, LADWP commits to working and completing billing error To Do tasks within the
 11 service level goals. The billing To Do tasks will be tracked and the service level reported:

12 The Department will meet or exceed the following metrics.

13 **On Time Rate** – The percentage of billing To Do tasks that were completed within 30
 14 days of the date the To Do task was first created.

15 A) After 180 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 25%

19 B) After 360 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 50%

1 C) After 540 Days

Metric	Description	Service Goals
On Time Rate	The on time rate is the percentage of billing To Dos completed within the 30 day service window.	> 95%

6 **(12) Premise Management**

7 The Premise Management Group will be established primarily to aid customers who have
 8 newly installed permanent services, which have not been entered into the CC&B system, and who
 9 are therefore not receiving bills.

10 The Department will establish a premise management group to manage the addition of new
 11 premises and services within the LADWP service territories. The premise management group will
 12 be established within 60 days of final approval of the Settlement.

13 **(13) Customer Service Call Times And Responses:**

14 To further enhance customer service, the LADWP commits to meeting a monthly Average
 15 Speed of Answer (“ASA”) in both their residential and commercials call centers as called out
 16 below. The ASA is the average amount of time it takes for a call to be answered in the call centers
 17 during the month. This includes the amount of time callers wait in the automatic call director
 18 (“ACD”) queue after navigating through the IVR until the agent answers the phone. It also does
 19 not include callers who use a self-service IVR option and never reach the ACD queue.

20 A) After 180 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 5 min

25 B) After 360 Days

Metric	Description	Service Goals
Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time	< 4 min

1	Answer	it takes for calls to be answered in a call center during a specific time period.	
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3 C) After 540 Days

4	Metric	Description	Service Goals
5	Average Speed of Answer	Average Speed of Answer (ASA) is a call center metric for the average amount of time it takes for calls to be answered in a call center during a specific time period.	< 3 min

9 **b. Appointment of Independent CC&B System Monitoring Expert**

10 In furtherance of the LADWP’s goal of restoring customer confidence and the public’s
 11 trust and confidence in the LADWP’s ability to deliver timely and accurate customer bills and a
 12 level of customer service that consistently meets or exceeds industry standards, the Parties further
 13 agree that Plaintiff Jones ~~will retain~~ has retained the services of a nationally recognized CC&B
 14 consulting expert, Paul Bender of Paul Bender Consulting, to: verify data; establish that the
 15 mechanism for identifying affected accounts is accurate and reliable; independently evaluate the
 16 criteria used to process the claims; and monitor the CC&B remediation efforts and corrective
 17 actions undertaken by the LADWP and its independent CC&B consultants during the ~~18-month~~
 18 Remediation Period, subject to the Court’s oversight and continuing jurisdiction.

19 The CC&B System Monitoring Expert is comprised of a team of senior professionals with
 20 extensive experience in information technology and programming, quality assurance and CC&B
 21 functionality and solution architecture. The CC&B System Monitoring Expert is owned and
 22 operated by Paul L. Bender. Mr. Bender, who earned an MBA from Boston University and is a
 23 Certified Public Accountant, has 30 years of financial management and consulting experience,
 24 including 20 years as Chief Financial Officer for two large municipal natural gas, water and waste
 25 water utilities (City of Richmond Public Utilities from 1986-1997 and District of Columbia Water
 26 and Sewer Authority from 1997-2005). As a Chief Financial Officer, Mr. Bender successfully
 27 implemented the entire range of financial, customer service and information technology systems
 28 (i.e., CIS, AMR/AMI, call center), and restructured financial and customer service operations to

1 stabilize systems, to achieve Board of Directors and City Council objectives, and to meet industry
2 standards. Mr. Bender’s most significant and relevant accomplishment as a Chief Financial
3 Officer involved the successful remediation of a failed CC&B system implementation by
4 Pricewaterhouse Coopers, LLP at the Water Department for the City of Cleveland. As a result of
5 the efforts undertaken by Mr. Bender, and the same team of individuals that Mr. Bender has tasked
6 to work on the LADWP CC&B remediation project, Mr. Bender and his team were able to achieve
7 virtually 100% meter reading accuracy and customer billings with industry-leading customer
8 service survey ratings. Mr. Bender’s credentials and experience, as well as the credentials and
9 experience possessed by the individuals assisting Mr. Bender in his work on the LADWP CC&B
10 remediation project, are detailed in the exhibits to the [Supplemental](#) Declaration of Paul L. Bender
11 in Further Support of Plaintiffs’ Motion for Preliminary Approval (the “[Supplemental](#) Bender
12 Decl.”).

13 The Parties further agree that the CC&B System Monitoring Expert [has been, and](#) will
14 [continue to](#) be afforded reasonable access to the LADWP’s CC&B System and its CC&B System
15 remediation plan and, [has been and](#) will [continue to](#) be routinely permitted to interview LADWP’s
16 IT staff assigned to the CC&B System remediation project and CC&B System consultants
17 working on the remediation project for the purpose of monitoring the resources devoted to the
18 remediation project and LADWP’s progress toward meeting or exceeding the metrics specified in
19 Section III.B.C.2.a. above. The Parties hereto further agree that the CC&B System Monitoring
20 Expert ~~will~~ [has already provided, and will continue to](#) provide independent, detailed written
21 quarterly reports to Class Counsel, Defense Counsel, the LADWP Board of Commissioners, the
22 Executive Management of the LADWP, and the Office of Public Accountability, detailing ~~its~~ [his](#)
23 quarterly findings.

24 The Parties further agree that Class Counsel shall be responsible for preparing and filing
25 quarterly status reports with the Court that inform the Court of the CC&B System Monitoring
26 Expert’s quarterly findings. The quarterly reports prepared by the CC&B System Monitoring
27 Expert will also be attached as Exhibits to the Status Reports to the Court. [The Report of the](#)
28 [Independent CC&B System Monitor Concerning Status of Class Action Settlement for the First](#)

1 [and Second Quarters of 2016, dated July 14, 2016, was filed with the Court on or about July 14,](#)
2 [2016.](#) LADWP agrees to pay Class Counsel the costs of the CC&B System Monitoring Expert
3 based on invoices submitted through Class Counsel. Given that the CC&B System Monitoring
4 Expert has begun its evaluation, LADWP agrees that invoices may be submitted and, upon
5 approval, paid prior to Preliminary or Final Approval of the [Revised](#) Agreement.

6 c. **Independent CC&B System Audits to Confirm Accuracy of**
7 **CC&B System**

8 In furtherance of the LADWP's goal to restore customer and public trust and confidence in
9 the LADWP's ability to deliver accurate and timely customer bills and to consistently deliver
10 customer service that meets or exceeds industry standards, the Parties hereto further agree that, at
11 the conclusion of the ~~18-month~~ Remediation Period, the performance capabilities, including the
12 ability of the CC&B System to consistently deliver timely and accurate customer bills, shall be
13 audited by the CC&B System Auditor at LADWP's cost. This initial audit report will be
14 completed immediately following the ~~18-month~~ Remediation Period.

15 The results of the independent CC&B System audit conducted at the end of the ~~18-month~~
16 Remediation Period shall be set forth in a detailed audit report that will be provided to the
17 LADWP Board of Commissioners, the General Manager of the LADWP, the Office of Public
18 Accountability, Class Counsel, and Defense Counsel.

19 The Parties further agree that 18 months *after* the conclusion of the ~~18-month~~ Remediation
20 Period, the performance capabilities, including the ability of the CC&B System to consistently
21 deliver timely and accurate customer bills, shall be audited by the CC&B System Auditor for a
22 second time at LADWP's cost. The purpose of this second audit shall be to determine and report
23 on whether the CC&B System continues to consistently deliver timely and accurate customer bills
24 18 months after the Remediation Period has been concluded.

25 The results of this second independent CC&B System audit shall also be set forth in a
26 detailed audit report that will be provided to the LADWP Board of Commissioners, the General
27 Manager of the LADWP, the Office of Public Accountability, Class Counsel, and Defense
28 Counsel.

1 The Parties further agree that, in the event that the second independent audit confirms that
2 the LADWP is in substantial compliance with its obligations arising under this Revised
3 Agreement, LADWP’s obligations under the Settlement will terminate upon the LADWP’s Board
4 of Commissioners approving the second audit and the Court issuing a final order terminating the
5 litigation. In addition, the Parties agree that Class Counsel will have access to confirmatory
6 discovery for the purpose of assessing the LADWP’s compliance, or lack thereof, with LADWP’s
7 obligations arising under this Revised Agreement until such time as the Court issues an Order
8 terminating the litigation.

9 The Parties further agree that Class Counsel shall be responsible for preparing and filing
10 status reports with the Court that inform the Court of the results of the initial and second
11 independent CC&B System audits. The independent audit reports prepared by the CC&B System
12 Auditor will also be attached as Exhibits to all such Status Reports to the Court.

13 **d. Create and Implement Internal Billing “Tiger Team” To**
14 **Address Unique or Complex Billing Issues**

15 In recognition of the fact that certain types of customer bills often require a heightened
16 level of customer service, and in furtherance of the LADWP’s goal to deliver accurate and timely
17 bills to all of its customers, including those customers who require a heightened level of customer
18 care and service, the Parties hereby agree that the LADWP ~~will establish~~has established and is in
19 the process of fully ~~staff~~staffing a “Tiger Team” with not less than ten customer service
20 representatives who have extensive training and experience in complex billing matters to address
21 escalated or complex customer billing concerns.

22 The LADWP ~~will work~~has worked with Class Counsel to develop internal guidelines and a
23 process for identifying and escalating all highly complex customer billing issues to ensure that all
24 customers, including those customers with extremely complex bills, receive the level of customer
25 care necessary to timely resolve any and all billing issues.

26 The Tiger Team ~~will~~has become a permanent unit within the LADWP’s Customer Service
27 organization and will be ~~established and~~ fully staffed within 60 days of the Settlement being
28 ~~finally~~preliminarily approved by the Court.

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e. **Create and Implement Information Technology Department Project Management Office**

In recognition of the fact that the LADWP is the largest municipal utility in the United States and is anticipated to be replacing and/or significantly upgrading significant portions of its information technology infrastructure over the course of the next several years, the Parties agree that the LADWP will permanently establish a Project Management Organization (“PMO”) within six months of the Court ~~finally~~preliminarily approving the Settlement. The PMO will be responsible for managing and implementing all aspects of all future significant information technology projects undertaken by the LADWP.

To ~~create~~properly staff and manage the PMO, the Parties further agree that the LADWP ~~will seek the necessary authority to create an exempt~~has created a position ~~that will be~~ titled “~~Chief Project Manager.~~” ~~Upon approval~~Director of ~~this exempt position, the LADWP will then seek authority to conduct a national~~Corporate Program Management,” ~~conducted a~~ recruiting campaign ~~to recruit and hire~~recruited and hired the most qualified candidate available. ~~Once hired, the Chief Project Manager~~The Director of Corporate Program Management will report directly to the LADWP’s Chief Administrative Officer.

The Parties further agree that the PMO organization shall be organized, staffed and managed so as to ensure continuity and adherence to then-current industry best practices. ~~The PMO will~~In addition to the Director of Corporate Program Management the PMO will also be staffed with at least three Senior Project Managers who will be selected through a competitive process by, and report directly to, the LADWP’s ~~Chief Project Manager.~~Director of Corporate Program Management. Each of the three Senior Project Managers will be assigned various IT related projects to be undertaken by the LADWP and will be responsible for assembling Project Teams of varying size and membership. Each Project Team will be staffed with qualified individuals drawn from the LADWP’s Customer Service Division, IT Division, Field Services, Water Services, Power Services, Financial Services Organization, external consultants and in-house or outside legal counsel, as appropriate to ensure the successful implementation and completion of each IT related project undertaken by the LADWP.

1 f. **Amend Rule 17 of the Rules Governing Water and Electric**
2 **Service**

3 The Parties recognize and agree that:

- 4 i. the timely issuance and collection of accurate customer bills is a
5 ii. as a matter of fairness and customer relations, the LADWP is responsible
6 iii. receiving accurate bills at regular intervals in accordance with applicable
7 iv. the LADWP’s failure to issue a bill, as well as issuing an estimated bill due
8 v. in the situations where the LADWP has not issued timely or accurate bills
9 and has nevertheless undertaken to retroactively collect such bills to bring
10 customer accounts current, the LADWP may have created a hardship for its
11 customers.

12 In recognition of the fact that the LADWP is committed to the issuance of timely and
13 accurate bills to its customers and, pursuant to the terms of this Settlement, the Parties agree that
14 the Board of Commissioners of the LADWP will amend Rule 17 of the Rules Governing Water
15 and Electric Service (“Rule 17”) to provide in relevant part:

16 **1. Residential Customers**

17 The Department will not back-bill its Residential Customers for a
18 period of time in excess of ~~270 days from the date the back bill is~~
19 ~~generated.~~ (i) 3 billing cycles for customers billed bi-monthly or (ii)
20 6 billing cycles for customers billed monthly, from the date of the
21 last regular read within the customer’s most recent billing cycle.

22 ~~When a Department error in billing is discovered on a Residential~~
23 ~~Customer’s account and the date of its occurrence can be~~
24 ~~determined, the overcharge or undercharge will be computed back to~~
25 ~~but not beyond that date, but not in any event exceeding four years~~
26 ~~from the date the corrected bill is generated.~~

27 The foregoing back billing limitation is not applicable to:- (i) “back-
28 dated service connection”; (ii) energy theft; (iii) water theft; (iv)
29 illegal diversion; (v) fraud; (vi) customer refusing access; and (vii)
30 all instances where delay or error in billing is solely attributable to
31 customer action or inaction which serves to impede LADWP’s
32 ability to conduct its business.

33 **2. Commercial Customers**

1 ~~When a Department error in billing is discovered on a Commercial~~
2 ~~Customer's account and the date of its occurrence can be~~
3 ~~determined, the overcharge or undercharge will be computed back~~
4 ~~to, but not beyond that date, but not in any event exceeding four~~
5 ~~years from the date the corrected bill is generated.~~

6 ~~The foregoing provision is subject only to the "extreme hardship~~
7 ~~exception" which is only applicable to businesses that employ 25 or~~
8 ~~fewer employees ("Qualified Businesses"). Pursuant to the~~
9 ~~"extreme hardship exception," a Qualified Business may apply to~~
10 ~~the LADWP for additional time to pay the back billed amount and~~
11 ~~such applications will be considered on a case by case basis by the~~
12 ~~LADWP.~~

13 The Department will not back-bill its Commercial Customers for a
14 period of time in excess of (i) 3 billing cycles for customers billed
15 bi-monthly or (ii) 6 billing cycles for customers billed monthly,
16 from the date of the last regular read within the customer's most
17 recent billing cycle.

18 The foregoing back billing limitation is not applicable to: (i) "back-
19 dated service connection"; (ii) energy theft; (iii) water theft; (iv)
20 illegal diversion; (v) fraud; (vi) customer refusing access; and (vii)
21 all instances where delay or error in billing is solely attributable to
22 customer action or inaction which serves to impede LADWP's
23 ability to conduct its business.

24 The Parties hereto also agree that all residential and commercial customers that have been
25 Back-Billed ~~on~~ at any time since September 11, 2015 ~~or thereafter~~ through November 18, 2016 will
26 be credited for any amounts billed in excess of ~~270 days~~ 3 billing cycles for those customers billed
27 bi-monthly, or 6 billing cycles for those customers billed monthly. The Parties also agree that all
28 residential and commercial customers who receive a Back-Bill between the dates of September 3,
2013 and the close of the Remediation Period shall have a period of four years from the date on
which they receive the Back-Bill to pay the entirety of the Back-Billed amount only, in full,
without penalty or interest, in equal monthly installments. To qualify for the foregoing, customers
must remain current on their most recent bill. The Parties further agree that, in the event that any
residential or commercial customer fails to timely make any payments due of any portion of the
Back-Billed amounts in accordance with these terms, the entirety of the Back-Billed amount shall
immediately become due and payable.

g. **Settlement Class Members Who Entered Into A Payment Arrangement Schedule With The LADWP Due To Receiving A Delayed Bill At Any Time From September 3, 2013 Through**

1 November ~~3, 2015~~18, 2016 Who Have Outstanding Payment
2 Arrangement Balances Due May Elect To Extend The Term of
3 Their Payment Arrangement Schedule By One Additional Year

4 The Parties agree that any Settlement Class Member who: -(i) has entered into a Payment
5 Arrangement Schedule with the LADWP -at any time from September 3, 2013 through November
6 ~~3, 2015~~18, 2016, (ii) has an outstanding Payment Arrangement balance due, and (iii) is current on
7 their Payment Arrangement payments, may elect to extend the term of their Payment Arrangement
8 schedule by one additional year.

9 Qualified Settlement Class Members may extend the term of a Payment Arrangement
10 schedule by one additional year by contacting the LADWP.

11 Once qualified Settlement Class Members have made this election, the LADWP will
12 process all qualifying requests within thirty (30) days of such election having been made and will
13 provide such Settlement Class Members with a new Payment Arrangement schedule that reflects
14 the new terms and payment structure.

15 ~~C.D.~~ Class Notice Program

16 Not later than ~~30~~90 business days after the entry of the Order granting Preliminary
17 Approval, Class Counsel shall cause Class Notice to be disseminated as directed in the Order of
18 Preliminary Approval as follows:

19 1. Mailed Class Notice

20 Defendant shall directly mail, via United States First Class Mail, a long form ~~notice~~Class
21 Notice to all those customers of LADWP for whom Defendant has street addresses and with
22 whom Defendant routinely communicates via United States First Class Mail pursuant to
23 customers' instructions in substantially the form of Exhibit A hereto. Prior to mailing the Class
24 Notice, the National Change of Address Clearance database will be checked to verify updated
25 address listings. The Mailed Class Notice shall:

- 26 a. contain a short, plain statement of the background of the Action and the
27 Settlement;
28 b. describe the relief outlined in this Revised Agreement;

- 1 c. state that any relief to Settlement Class Members is contingent on the
- 2 Court's final approval of the Settlement;
- 3 d. inform Settlement Class Members that, if they do not exclude themselves
- 4 from the Settlement Class, they may be eligible to receive the relief under
- 5 the Settlement;
- 6 e. inform Settlement Class Members that they may exclude themselves from
- 7 the Class by mailing to the Claims Administrator a written exclusion
- 8 request postmarked no later than ~~90~~30 days after the Class Notice Date;
- 9 f. inform Settlement Class Members that they may object to the proposed
- 10 Settlement by mailing to the Claims Administrator a written statement of
- 11 objections no later than ~~90~~30 days after the Class Notice Date;
- 12 g. inform Settlement Class Members that any Final Order and Judgment
- 13 entered, whether favorable or unfavorable to the Settlement Class, shall
- 14 include, and be binding on, all Settlement Class Members who have not
- 15 been excluded from the Class, even if they have objected to the Settlement;
- 16 h. inform Settlement Class Members of the terms of the Release; and
- 17 i. inform Settlement Class Members that they may seek an independent
- 18 review by the Special Master of any determinations made by LADWP and
- 19 provide instructions for how to do so;
- 20 j. be made available, upon request, in the following languages in addition to
- 21 English: Spanish; Chinese; Korean; Vietnamese; and Tagalog.

22 **2. Emailed Class Notice**

23 Defendant shall send via email, a long form ~~notice~~Class Notice to all those customers of
24 LADWP for whom Defendant has email addresses and with whom Defendant routinely
25 communicates via email pursuant to customers' instructions in substantially the form of Exhibit A
26 hereto. The Emailed Class Notice shall:

- 27 a. contain a short, plain statement of the background of the Action and the
- 28 Settlement;

- 1 b. describe the relief outlined in this [Revised](#) Agreement;
- 2 c. state that any relief to Settlement Class Members is contingent on the
- 3 Court's final approval of the Settlement;
- 4 d. inform Settlement Class Members that, if they do not exclude themselves
- 5 from the Settlement Class, they may be eligible to receive the relief under
- 6 the Settlement;
- 7 e. inform Settlement Class Members that they may exclude themselves from
- 8 the Class by mailing to the Claims Administrator a written exclusion
- 9 request postmarked no later than ~~90~~30 days after the [Class](#) Notice Date;
- 10 f. inform Settlement Class Members that they may object to the proposed
- 11 Settlement by mailing to the Claims Administrator a written statement of
- 12 objections no later than ~~90~~30 days after the [Class](#) Notice Date;
- 13 g. inform Settlement Class Members that any Final Order and Judgment
- 14 entered, whether favorable or unfavorable to the Settlement Class, shall
- 15 include, and be binding on, all Settlement Class Members who have not
- 16 been excluded from the Class, even if they have objected to the Settlement;
- 17 h. inform Settlement Class Members of the terms of the Release; and
- 18 i. inform Settlement Class Members that they may seek an independent
- 19 review by the Special Master of any determinations made by LADWP and
- 20 provide instructions for how to do so;
- 21 j. be made available, upon request, in the following languages in addition to
- 22 English: Spanish; Chinese; Korean; Vietnamese; and Tagalog-.

23 **3. Published [Class](#) Notice**

24 Defendant shall cause a summary notice to be published in the form of Exhibit B hereto

25 one time in *The Los Angeles Times* and one time in *La Opinion*. The Published [Class](#) Notice shall

26 not be less than ¼ of a page. The Published [Class](#) Notice shall:

27

- 28 a. contain a short, plain statement of the background of the Action and the

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- Settlement;
- b. describe the relief outlined in this [Revised](#) Agreement;
 - c. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive the relief under the Settlement;
 - d. inform Settlement Class Members that they may exclude themselves from the Class by mailing to the Claims Administrator a written exclusion request postmarked no later than ~~90~~[30](#) days after the [Class](#) Notice Date;
 - e. inform Settlement Class Members that they may object to the proposed Settlement by mailing to the Claims Administrator a written statement of objections no later than ~~90~~[30](#) days after the [Class](#) Notice Date; and
 - f. inform Settlement Class Members that any Final Order and Judgment entered, whether favorable or unfavorable to the Settlement Class, shall include, and be binding on, all Settlement Class Members who have not been excluded from the Class, even if they have objected to the Settlement.

1 4. **Internet and Website Class Notice**

2 Class Notice of the Settlement will also be published on LADWP’s website and on the
3 Claims Administrator’s website, which the Claims Administrator will maintain to facilitate the
4 administration of the ~~settlement~~Settlement and to facilitate the online exchange of information
5 with Class Members.

6 The Parties agree that the methods of Class Notice set forth in these Sections ~~ED.1.-ED.4.~~
7 constitute the best form of ~~Notice~~notice to the Settlement Class that is practicable under the
8 circumstances.

9 Defendant shall pay all costs and expenses associated with disseminating the ~~Notices~~Class
10 Notice described herein.

11 **D.E. Release, Waiver and Covenant Not To Sue**

12 As of the Effective Date, and in consideration of this Revised Agreement and the benefits
13 extended to the Settlement Class, Plaintiff Jones, on behalf of himself and the Settlement Class
14 Members, and each Settlement Class Member, on behalf of himself or herself and his or her
15 respective successors and assigns hereby fully releases and forever discharges the Released Parties
16 from the Released Claims.

17 Plaintiff Jones, on behalf of himself and the Settlement Class Members, fully understands
18 that if any fact relating to any matter covered by this Revised Agreement is later found to be other
19 than, or different from, the facts now believed by Plaintiff Jones to be true, Plaintiff Jones, on
20 behalf of himself and the Settlement Class Members, expressly accepts and assumes the risk of
21 such possible differences in fact and acknowledge that this Revised Agreement shall nevertheless
22 remain fully binding and effective.

23 Upon entry of the Final Order and Judgment, Plaintiff Jones shall have, and each and every
24 Settlement Class Member shall be deemed to have, on behalf of the Settlement Class Member and
25 the Settlement Class Members’ respective successors and assigns, covenanted and agreed to: (i)
26 forever refrain from instituting, maintaining or proceeding in any action against the Released
27 Parties with respect to any Released Claims; (ii) release and forever discharge the Released Parties
28 from each and every such Released Claim; and (iii) this Revised Agreement being pleaded as a

1 full and complete defense to, and being used as the basis for a temporary restraining order or
2 preliminary or permanent injunction against, any action, suit or other proceeding which has been
3 or may be instituted, prosecuted, continued to be prosecuted, or attempted, asserting any Released
4 Claim.

5 In addition, Defendant hereby releases, discharges and waives any and all claims that
6 Defendant had or may have had, asserted or not, against Plaintiff Jones or Plaintiff Jones' counsel.

7 **E.F. Confirmatory Discovery**

8 The Settlement is subject to Plaintiff Jones completing reasonable confirmatory discovery
9 including, but not limited to, any of the following: (1) requesting that LADWP respond to and
10 produce documents responsive to a request by Plaintiff Jones for the information below and (2)
11 requesting that LADWP provide evidence from designated LADWP representatives in the subject
12 areas of requested inquiry:

- 13 ▪ Criteria used for identification of membership in each identified sub-class;
- 14 ▪ The internal methodology, criteria, queries used and data relied upon for the
15 evaluation of all class members' accounts to determine credit or refund
16 eligibility and amount of credit or refund and validation protocols;
- 17 ▪ Reports and all data documenting the total payment of credits and/or refunds
18 issued to customers and from ongoing remediation efforts;
- 19 ▪ Remediation implementation protocols, progress reports, updates, and the
20 metrics generated from reporting; and
- 21 ▪ Such other items as are mutually agreed upon to confirm the fairness,
22 reasonableness and adequacy of the Settlement.

23 **F.G. Non-Admission of Liability**

24 This Revised Agreement is made for settlement purposes only, neither the fact of nor any
25 specific provision contained in this Revised Agreement nor any action taken hereunder shall
26 constitute, or be construed as, any admission of the validity of any claim or any fact alleged by
27 Plaintiff Jones or by any other person included within the Settlement Class of any wrongdoing,
28 fault, violation of law, or liability of any kind on the part of Defendant. This Revised Agreement
constitutes a compromise pursuant to California Evidence Code Section 1152(a). It shall not be

1 offered or be admissible, either in whole or in part, as evidence against Defendant, except in any
2 action or proceeding to enforce its terms.

3 **G.H. Preliminary Approval**

4 Plaintiff Jones shall present this Revised Agreement to the Court ~~by way of a motion~~
5 seeking certification of the Settlement Class and preliminary approval of the Settlement reflected
6 in this Revised Agreement (~~the “Motion for Preliminary Approval”~~) ~~by no later than on~~ November
7 ~~17, 2015, with an oral hearing on the motion set for December 21, 2015.~~ 18, 2016. Defendant shall
8 join in Plaintiff Jones’ request for preliminary approval of this Revised Agreement and
9 certification of the Settlement Class. The ~~Motion for Preliminary Approval~~ Parties shall apply for
10 an order substantially in the form of Exhibit C hereto (“Preliminary Approval Order”). The
11 ~~Motion for Preliminary Approval~~ Parties shall request an order that seeks, among other things:

- 12 a. ~~consolidating~~ the consolidation of the *Jones, Bransford, Fontaine, and*
13 *Kimhi* Actions;
- 14 b. ~~for~~ preliminary approval of this Revised Agreement;
- 15 c. ~~for~~ certification, for settlement purposes, of the Settlement Class; ___
- 16 ~~d. — for the appointment of Class Counsel and Liaison Counsel as counsel for~~
17 ~~the Settlement Class;~~
- 18 ~~e. — for the appointment of Plaintiff Antwon Jones as the Class Representative~~
19 ~~of the Settlement Class;~~
- 20 ~~f. — for the appointment of Plaintiff Yaar Kimhi as the Class Representative of~~
21 ~~the Solar Customers Subclass;~~
- 22 ~~g. — for the appointment of Kurtzman Carson Consultants, LLC as Claims~~
23 ~~Administrator;~~
- 24 ~~h. — for the appointment of Paul Bender of Paul Bender Consulting to serve as~~
25 ~~the CC&B System Monitoring Expert;~~
- 26 ~~i. — for the appointment of Barbara R. Barkovich, Ph.D of the firm of Barkovich~~
27 ~~& Yap, Inc. to serve as Special Master;~~
- 28 ~~j. — for the~~ d. ___ approval of the Notices in the form substantially similar to

1 those attached as Exhibits A and B hereto; and

2 ~~k. setting~~ e. a schedule for final approval of the Settlement.

3 **H.I. Claims Process**

4 Settlement Class membership and the amount of monetary relief to which each Settlement
5 Class Member may be entitled will be accomplished by a process that includes: (i) pre-
6 identification and/or (ii) self-identification of Settlement Class Members. The date of mailing
7 Identification or Omnibus Subclass Letters will correspond to the date on the letters.

8 **1. Pre-identification**

9 **a. Pre-Identified Non-Claims Made Subclass Members**

10 ~~Within sixty (60) days of the Notice Date, Defendant~~ Simultaneous with the Class Notice
11 being provided, Defendant shall also provide each Pre-Identified Non-Claims Made Subclass
12 Member with a Credit/Refund Letter in substantially the form of Exhibit D hereto, either by
13 United States First Class Mail or email. The Credit/Refund Letter shall identify those Settlement
14 Class Members that are included in the Pre-Identified Non-Claims Made Subclass and the amount
15 of monetary credit (if the Pre-Identified Non-Claims Made Subclass Member is a current LADWP
16 customer) or refund (if the Pre-Identified Non-Claims Made Subclass Member is a former
17 LADWP customer with a closed LADWP account) to which each Pre-Identified Non-Claims
18 Made Subclass Member is entitled, based on computations performed by Defendant and criteria
19 for those computations shall be verified for fairness and for reasonableness by the CC&B System
20 Monitoring Expert.

21 ~~Defendant shall provide each Pre-Identified Non-Claims Made Subclass Member with a~~
22 ~~Credit/Refund Letter in substantially the form of Exhibit D hereto, either by United States First~~
23 ~~Class Mail or email during the 18-month Remediation Period.~~

24 Such Credit/Refund Letters shall indicate: (a) the particular Subclass(es) in which each
25 Pre-Identified Non-Claims Made Subclass Member is included; (b) the amount of the monetary
26 credit or refund that each Pre-Identified Non-Claims Made Subclass Member is entitled; and (c)
27 instructions on how to opt-out, in the event that a Pre-Identified Non-Claims Made Subclass
28 Member wishes to exclude himself/herself from the Settlement Class. Such Credit/Refund Letters

1 shall further state that, in the event the Court finally approves the Settlement, and the Pre-
2 Identified Non-Claims Made Subclass Member is satisfied with the amount of the monetary credit
3 or refund identified in the Credit/Refund Letter, the Pre-Identified Non-Claims Made Subclass
4 Member need not take any further action to recover the credit or refund. Such Credit/Refund
5 Letters shall also further state that any Pre-Identified Non-Claims Made Subclass Member who is
6 not satisfied with the amount of the monetary credit or refund identified in the Credit/Refund
7 Letter shall be entitled to request that an independent review be conducted by the Special Master.
8 For those Subclass Members who wish to pursue an independent review, the Class Notice will
9 provide information and instructions for how to do so.

10 **b. Pre-Identified Claims Made Subclass Members**

11 ~~Additionally, within sixty (60) days of~~ Simultaneous with the Class Notice
12 ~~Date being provided~~, Defendant shall ~~identify those Settlement Class Members that are included in~~
13 ~~the Pre-Identified Claims Made Subclass.~~
14 ~~Defendant shall~~ also provide each Pre-Identified Claims Made Subclass Member with an
15 Identification Letter in substantially the form of Exhibit E hereto, either by United States First
16 Class Mail or email ~~during the 18 month Remediation Period.~~ The Identification Letter shall
17 identify those Settlement Class Members that are included in the Pre-Identified Claims Made
18 Subclass.

19 Such Identification Letters shall indicate:- (a) the particular Subclass(es) in which each
20 Pre-Identified Claims Made Subclass Member is included; (b) instructions on how to obtain a
21 Claim Form or file an electronic claim via the Claims Administrator's website, which will detail
22 the necessary information that each Pre-Identified Claims Made Subclass Member must provide in
23 order to receive a monetary credit (if the Pre-Identified Claims Made Subclass Member is a
24 current LADWP customer) or refund (if the Pre-Identified Claims Made Subclass Member is a
25 former LADWP customer with a closed LADWP account), if so entitled; and (c) instructions on
26 how to opt-out, in the event that a Pre-Identified Claims Made Subclass Member wishes to
27 excluded himself/herself from the Settlement Class. Such Identification Letters shall also further
28 state that any Pre-Identified Claims Made Subclass Member who is not satisfied with the amount

1 of the monetary credit or refund ultimately determined to be due such Subclass Member by the
2 Claims Processing Unit shall be entitled to request that an independent review be conducted by the
3 Special Master. For those Subclass Members who wish to pursue an independent review, the
4 Class Notice will provide information and instructions for how to do so.

5 **2. Self-Identification**

6 ~~Regardless of whether he/she has~~ Simultaneous with the Class Notice being provided,
7 Defendant shall also provide each LADWP customer that has not been identified as either a: (i)
8 Pre-Identified Non-Claims Made Subclass Member or (ii) Pre-Identified Claims Made Subclass
9 Member with an Omnibus Subclass Letter in substantially the form of Exhibit F hereto, either by
10 United States First Class Mail or email. The Omnibus Subclass Letter shall notify these LADWP
11 customers that, despite not having been identified as a member of the Pre-Identified Non-Claims
12 Made Subclass or the Pre-Identified Claims Made Subclass, ~~any current or former customer of~~
13 ~~the~~ these LADWP customers may ~~also~~ submit a Claim Form ~~in substantially the form of Exhibit F~~
14 ~~hereto or file an electronic claim via the Claims Administrator's website~~ in order to receive a
15 monetary credit, (if a current LADWP customer) or refund (if a former LADWP customer with a
16 closed LADWP account), as a result of: (i) a billing error made by LADWP at any time since
17 September 3, 2013; or (ii) damage as a result of their participation in LADWP's solar incentive
18 program at any time since February 13, 2010. Such Omnibus Subclass Letters shall indicate: (a)
19 instructions on how to obtain a Claim Form or file an electronic claim via the Claims
20 Administrator's website; and (b) instructions on how to opt-out to excluded himself/herself from
21 the Settlement Class. Such Omnibus Subclass Letters shall also further state that any Subclass
22 Member who reasonably believes that the amount of the monetary credit or refund ultimately
23 determined to be due such Subclass Member by the Claims Processing Unit is incorrect shall be
24 entitled to request that an independent review be conducted by the Special Master. For those
25 Subclass Members who wish to pursue an independent review, the Class Notice will provide
26 information and instructions for how to do so.

27 The Claim Form shall be made available, upon request, in the following languages in
28 addition to English: Spanish; Chinese; Korean; Vietnamese; and Tagalog. Any Omnibus

1 Subclass Member who is not satisfied with the amount of the monetary credit or refund
2 determined to be due such Subclass Member by the Claims Processing Unit shall be entitled to
3 request that an independent review be conducted by the Special Master. For those Omnibus
4 Subclass Members who wish to pursue an independent review, the Class Notice will provide
5 information and instructions for how to do so.

6 **3. Pending Field Investigation Work Investigations**

7 ~~Within sixty (60) days of Simultaneous with~~ the Class Notice ~~Date being provided~~, each
8 Field ~~Investigation~~Work Customer will receive a Field Work Investigation Notification Letter
9 substantially in the form of Exhibit HI advising the customer of a pending field work
10 investigation. Once the field work investigation is completed, a Field ~~Investigation-Work~~
11 Customer will ~~receive~~be sent a Field Work Investigation Determination Letter substantially in the
12 form of Exhibit IJ informing the Field ~~Investigation~~Work Customer of the ~~LADWP's~~ result of the
13 LADWP's field work investigation. If, after ~~the field investigation determination, the~~
14 ~~customer~~receiving a Field Work Investigation Determination Letter, a Field Work Customer
15 believes s/he was incorrectly assessed a charge associated with his/her power, water, sewage or
16 ~~trash collection~~sanitation services, the customer may submit a Claim Form within ~~120~~60 days of
17 the date of the Field Work Investigation Determination Letter.

18 **4. Claims Administration Administrator**

19 ~~An~~The Court has appointed Kurtzman Carson Consultants LLC ("KCC") as the
20 independent Claims Administrator ~~shall be retained subject to the Court's approval~~. The Claims
21 Administrator shall be responsible for effectuating the claims process under the supervision of
22 Class Counsel ~~and the Independent CC&B Billing System Monitoring Expert~~. The Claims
23 Administrator shall be delegated the authority to administer and process eligible claims during the
24 Claim Period.

25 **5. Special Master**

26 Any Settlement Class Member who wishes to dispute the amount of the monetary credit or
27 refund determined by the LADWP or the Claims Processing Unit may request that an independent
28 review be conducted by the Court-appointed Special Master (a "Special Master Review"). A

1 request for Special Master Review must be made to the Claims Administrator within 30 days as
2 specified in the Notice. Any Settlement Class Member seeking a Special Master Review shall
3 initiate this process by sending a letter, via First Class Mail, which: (a) states that the Settlement
4 Class Member disputes the amount of the monetary credit or refund and desires to initiate a
5 Special Master Review; (b) explains the reason(s) the Settlement Class Member is disputing the
6 amount of the monetary credit or refund and states all facts relied upon by such Settlement Class
7 Member in disputing the amount of the monetary credit or refund; (c) attaches all documents
8 relied upon by the Settlement Class Member in disputing the amount of the monetary credit or
9 refund; and (d) requests that the Special Master review the determination and make a
10 determination as to whether: (i) the LADWP or the Claims Processing Unit's determination
11 should be adopted; or (ii) an alternative finding should be made. A request for a Special Master
12 Review must be dated and signed by the Settlement Class Member and sent to: Special Master
13 Barbara R. Barkovich, Ph.D - LADWP Billing Class Action, c/o Kurtzman Carson Consultants.
14 All requests for a Special Master Review must be postmarked within 30 days of the date of the
15 letter informing the Settlement Class Member of the amount of the monetary credit or refund
16 determined by the LADWP or the Claims Processing Unit that is being disputed.

17 The ~~Parties have agreed that~~ Court has appointed Barbara R. Barkovich, Ph.D ~~shall serve~~
18 as the ~~Court appointed~~ independent Special Master ~~and, who shall~~ be responsible for conducting
19 all independent reviews requested by any Settlement Class Member. The Special Master shall be
20 responsible for obtaining from LADWP and/or the Class Member the information the Special
21 Master deems necessary and required to review and adjudicate each request for independent
22 review. The Special Master will determine the validity of claims on a *de novo* review decided
23 upon the preponderance of the evidence. LADWP agrees to provide the Special Master with any
24 information requested. All determinations made by the Special Master shall be made solely by the
25 Special Master and shall be submitted to the Court in the form of a "Report and
26 Recommendation." The Special Master shall inform individual Class Members by letter as to her
27 determinations of their respective claims. Any Class Member who wishes to contest the Special
28 Master's determination of that Class Member's claim shall submit, via First Class Mail and within

1 30 days of the date of the Special Master’s determination letter, a letter to the Court requesting a
2 review by the Court, stating the grounds for disputing the determination, and submitting any
3 supportive documentation.

4 Special Master Dr. Barbara Barkovich has been a consultant and expert on energy and
5 regulatory matters since 1985. Dr. Barkovich has extensive experience in assisting consumers of
6 utility services in negotiations with utilities on pricing and service matters and in negotiation of
7 settlement agreements on complex regulatory matters. She holds a BA in physics from the
8 University of California at San Diego, an MS in Urban and Policy Sciences from the State
9 University of New York at Stony Brook, and a Ph.D in Energy and Resources from the University
10 of California at Berkeley. Dr. Barkovich is the owner and operator of Barkovich & Yap. Dr.
11 Barkovich’s credentials and experience, as well as the credentials and experience possessed by the
12 individuals assisting Dr. Barkovich in her work as the Court-appointed Special Master in this
13 litigation, are detailed in Exhibit 3 to the Supplemental Declaration of Jack Landskroner in Further
14 Support of Plaintiffs’ Motion for Preliminary Approval (the “Supplemental Landskroner Decl.”).
15 LADWP agrees to pay the costs of the Special Master.

16 **6. Costs of Settlement Administration**

17 All costs and expenses incurred in implementing and administering the Settlement shall be
18 paid by Defendant. The Claims Administrator shall, under the supervision of the Court,
19 administer the Settlement provided by this [Revised](#) Agreement by processing and resolving claims
20 in a rational, responsive, cost-effective, and timely manner. The Claims Administrator shall
21 maintain detailed records of its activities under this [Revised](#) Agreement in a computerized
22 database and shall furnish counsel for the Parties with monthly reports of the activities undertaken
23 by the Claims Administrator in administering the Settlement.

24 **~~I.J.~~ Requests for Exclusion of From The Settlement Class**

25 Any person included within the Settlement Class who wishes to be excluded from
26 membership in the Settlement Class must do so in writing by mailing a written request for
27 exclusion to the Claims Administrator. Such requests must be postmarked no later than ~~90~~[30](#) days
28 from the [Class](#) Notice Date. The request must: - (i) clearly express the Settlement Class Member’s

1 desire to be excluded or to “opt out” from the Settlement Class; (ii) include the Settlement Class
2 Member’s name, address, telephone number, LADWP account number and, if represented by
3 counsel, counsel’s name, address and telephone number; and (iii) be signed by the Settlement
4 Class Member.

5 If a Settlement Class Member has multiple LADWP accounts and wishes to be excluded
6 from membership in the Settlement Class, the Settlement Class Member must submit a request for
7 exclusion for each separate account.

8 Any Person who is a member of the Settlement Class who wishes to be excluded from the
9 Settlement Class can only opt out for him or herself, and cannot opt out for any other Person. Nor
10 can any Person who is a Settlement Class Member authorize any other Person to opt out on his or
11 her behalf.

12 Any Settlement Class ~~member~~Member who has filed an objection to the fairness,
13 reasonableness or adequacy of the proposed Settlement pursuant to Section III.~~J~~K. herein shall be
14 deemed not to have opted out of the Settlement Class pursuant to this paragraph. However, in the
15 event that a Settlement Class ~~member~~Member makes a submission to the Court and the Parties
16 that appears to assert both an objection to the fairness, reasonableness or adequacy of the proposed
17 Settlement, and a statement of intent to opt out of the Settlement Class, such submission shall be
18 treated as a statement of intent to opt out of the Settlement Class, but not an objection.

19 **~~J~~K. Objections and Requests To Appear At Final Approval Hearing**

20 Any Settlement Class ~~member~~Member who has not timely filed a written request for
21 exclusion from the Settlement Class pursuant to Section III.~~I~~J. herein may object to the fairness,
22 reasonableness or adequacy of the proposed Settlement, Plaintiff Jones’ application for a
23 reimbursement award, or Class Counsel’s application for an award of attorneys’ fees or
24 reimbursement of expenses. Each Settlement Class Member who wishes to object must do so in
25 writing by mailing a written objection to the Claims Administrator, who shall submit all objections
26 to the Court and mail them to the Parties’ respective counsel at the addresses set forth in Section
27 III.~~M~~N.11. herein. Any such objection must be mailed to the Claims Administrator -no later than
28 ~~90~~30 days after the Class Notice Date. Any such objection must:- (i) state, in detail, the legal and

1 factual ground(s) for the objection; (ii) include the Settlement Class Member’s name, address and
2 telephone number and LADWP account number, and, if represented by counsel, counsel’s name,
3 address and telephone number; and (iii) be signed by the Settlement Class Member.

4 Settlement Class Members may object either on their own or through an attorney hired at
5 their own expense. If the objecting Settlement Class Member hires an attorney to represent him or
6 her, that attorney must file with the Court and serve upon the Parties’ respective counsel at the
7 addresses set forth in Section III.~~MN~~.11. herein, a notice of appearance no later than 30 days prior
8 to the Final Approval Hearing.

9 Any objection that fails to satisfy the requirements of this Section, or that is not properly
10 and timely submitted, will be deemed ineffective, and will be deemed by the Parties to have been
11 waived, and the Parties reserve their right to argue that the Settlement Class Member asserting
12 such objection is therefore not entitled to have his or her objection heard or otherwise considered
13 by the Court.

14 Settlement Class Members or their counsel who wish to appear at the Final Approval
15 Hearing must make such request by notifying the Clerk of the Court and the Parties’ respective
16 counsel in writing at the addresses set forth in Section III.~~MN~~.11. herein (“Notice of Intention to
17 Appear”). Any such request must be filed with the Clerk of the Court and received by the Parties’
18 respective counsel no later than 30 days prior to the Final Approval Hearing and must state the
19 name, address, telephone number and LADWP account number of the Settlement Class Member,
20 as well as the name, address and telephone number of the person who will appear on his or her
21 behalf. Any such request must further indicate that the Settlement Class ~~member~~Member has
22 timely objected to the Settlement in compliance with the requirements of this Section of this
23 Revised Agreement. Any request for appearance that fails to satisfy the requirements of this
24 Section, or that has not been properly or timely submitted, may be deemed ineffective and shall be
25 deemed to constitute a waiver of such Settlement Class Member’s right to appear and to be heard
26 on the Settlement at the Final Approval Hearing.

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1 **K.L. Attorneys' Fees and Costs**

2 ~~The~~In connection with the June/July, 2015 mediation, the Parties did not conduct any
3 negotiations concerning the amount of attorneys' fees to be paid or expenses to be reimbursed
4 until *after* the Parties had reached agreement on the *entirety* of the Settlement. Similarly, in
5 connection with the October 31, 2016 mediation, the Parties did not conduct any negotiations
6 concerning the amount of any incremental increase in reasonable attorneys' fees to be paid or
7 expenses to be reimbursed until *after* the Parties had reached agreement on the *entirety* of the
8 Settlement Agreement revisions. All negotiations concerning the amount of attorneys' fees to be
9 paid or expenses to be reimbursed were conducted exclusively by the Parties through the mediator,
10 the Hon. Dickran Tevrizian (Ret.).

11 Plaintiff Jones will make an application to the Court for: (i) an award of attorneys' fees in
12 an amount not to exceed ~~\$13,000,000~~19,000,000 at the time of Final Approval, from which all
13 Court-approved plaintiffs' attorneys' fees applications shall be paid; (ii) reimbursement of
14 expenses incurred in connection with the prosecution of the litigation in an amount not to exceed
15 ~~\$7503,000;~~000 (reimbursement of expenses incurred by the CC&B System Monitoring Expert is
16 capped at \$2,500,000 and reimbursement of expenses incurred by all plaintiffs' counsel is capped
17 at \$500,000); and (iii) ~~a service award~~awards in the amount of \$5,000 each for Plaintiff Jones ~~and,~~
18 Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak. Defendant has agreed it will not
19 object to such an application.

20 Defendant has agreed that, should the Court finally approve the Settlement and award
21 attorneys' fees and expense reimbursement to Class Counsel and ~~a reimbursement award~~service
22 awards to Plaintiff Jones, Yaar Kimhi, Tahl Beckerman Megerdichian and Yelena Novak,
23 Defendant will pay the amount of attorneys' fees, expenses and ~~reimbursement award~~service
24 awards awarded by the Court within 7 business days after the Settlement is finally approved by the
25 Court. Defendant will pay the amount awarded by the Court directly to an account established by
26 Class Counsel and Liaison Counsel. Class Counsel shall be responsible for allocating the
27 attorneys' fees and expenses among plaintiffs' counsel.

1 Additionally, the Parties agree that Class Counsel will be responsible for aiding the Claims
2 Administrator by monitoring and supervising the administration of the Settlement during the ~~18~~
3 ~~month remediation period.~~ Remediation Period. Defendant has further agreed that, subject to
4 Court approval, Class Counsel may make applications to the Court to be compensated at the rate
5 of twenty-nine percent (29%) of all future recoveries by Class Members subsequent to Final
6 Approval for: (i) Field Work claims; (ii) Pre-Identified Claims Made claims; (iii) Omnibus
7 claims; and (iv) all claims paid in connection with the Settlement by, or on behalf of the City of
8 Los Angeles, including all departments thereof. Class Counsel shall submit to the Court quarterly
9 applications for additional awards of such attorneys' fees ~~for the work performed by Class~~
10 ~~Counsel in connection with its monitoring and supervision of the Settlement during the 18 month~~
11 ~~remediation period.—.~~ The Parties have also agreed that the Defendant ~~has agreed~~ will not ~~to~~
12 ~~oppose additional applications by Class Counsel for awards of attorneys' fees in a total amount not~~
13 ~~to exceed \$1,000,000. Notwithstanding the foregoing, if Class Counsel's work and fee submission~~
14 ~~exceeds this threshold, Class Counsel may submit~~ object to such quarterly applications ~~for awards~~
15 ~~of attorneys' fees to the Court greater than \$1,000,000, which Defendant may oppose, for the~~
16 ~~additional work performed by Class Counsel in connection with its monitoring and supervision of~~
17 ~~the Settlement during the remediation period.~~ as set forth herein.

18 Defendant has agreed that, in connection with these quarterly applications, should the
19 Court award attorneys' fees to Class Counsel, Defendant will pay the amount of attorneys' fees
20 awarded by the Court within 7 business days after the Court issues an order granting Class
21 Counsel's application. Defendant will pay the amount awarded by the Court directly to an account
22 established by Class Counsel and Liaison Counsel. Class Counsel shall be responsible for
23 allocating the attorneys' fees among plaintiffs' counsel.

24 There are no "fee splitting" agreements between the various counsel involved in this
25 action, however, the law firm of Knapp, Petersen & Clark, counsel in the *Kimhi* Action, has
26 agreed to work with Class Counsel to help answer questions and to identify and assist Solar
27 Customers Subclass members in processing claims. The Knapp, Petersen & Clark firm has agreed
28 that, based on the work they have performed, and will continue to perform, for the benefit of Solar

1 Customers Subclass, that the fee application they submit to the Court, through Counsel for
2 Plaintiff Jones, for consideration will not exceed \$1,999,999 of fees applied for and/or awarded to
3 Class Counsel at final approval.

4 **L.M. Final Approval**

5 The Court shall schedule a date for the Final Approval Hearing. At the Final Approval
6 Hearing, the Parties shall join the request that the Court enter an order and judgment in
7 substantially the form of Exhibit **GH** to this Revised Agreement (the “Final Order and Judgment”),
8 which will finally approve the terms of this Revised Agreement, discharge the Released Parties of
9 and from all further liability to Plaintiff Jones, Plaintiffs Kimhi, Megerdichian and Novak, and
10 Settlement Class Members with respect to the Released Claims (but not as to any obligations
11 created or owed pursuant to this Revised Agreement), and permanently bar Plaintiff Jones and
12 Settlement Class Members from bringing, filing, commencing, prosecuting, maintaining,
13 intervening in, participating in, or receiving any benefits from, any other lawsuit, arbitration or
14 administrative, regulatory or other proceeding or cause of action, formally or informally, that
15 asserts, arises from, concerns, or is in any way related to the Released Claims, except as required
16 by law. Following the entry of the Final Order and Judgment, the Court shall maintain continuing
17 jurisdiction over the enforcement and implementation of this Revised Agreement and the Final
18 Order and Judgment shall indicate that the Court maintains such continuing jurisdiction. The
19 actual form of the Final Judgment and Order entered by the Court may include provisions as to
20 which the Parties may subsequently agree, or which the Court may direct, that are not inconsistent
21 with any of the express terms or conditions of this Revised Agreement.

22 Following entry of the Final Order and Judgment by the Court, no default by any Person in
23 the performance of any covenant or any obligation arising under this Revised Agreement shall
24 affect the discharge and release of the Released Parties, or any other provision of this Revised
25 Agreement. The above notwithstanding, nothing in this Section shall prevent a Party from seeking
26 enforcement of or compliance with the terms of this Revised Agreement, or the intervention of the
27 Court to compel any such default be cured, pursuant to the Court’s continuing jurisdiction.

1 If: (a) the preliminary approval of this Revised Agreement and the Settlement described
2 herein or the Final Judgment and Order is not obtained from the Court in substantially the form
3 attached hereto as Exhibits C and GH, respectively; or (b) the Court fails to grant final approval to
4 the Settlement, this Revised Agreement shall be null and void, shall have no further force and
5 effect, and shall not be offered in evidence or used in any litigation for any purpose, including the
6 existence, certification, or maintenance of any purported class. Further, if either (a) or (b) occurs,
7 this Revised Agreement and all negotiations, proceedings, documents prepared, and statements
8 made in connection herewith shall be without prejudice to the Parties, shall not be deemed or
9 construed to be an admission or confession by any Party of any fact, matter, or proposition of law,
10 shall not be used in any manner for any purposes, and all Parties to the Action shall stand in the
11 same position as if this Revised Agreement had not been negotiated, made or filed with the Court.
12 If the Revised Agreement is terminated, any and all orders entered by the Court pursuant to the
13 provisions of the Revised Agreement shall be vacated *nunc pro tunc*.

14 In the event this Revised Agreement is not approved by the Court or the Settlement is
15 terminated or fails to become effective in accordance with its terms, all orders entered as of the
16 date on which this Settlement was executed shall become operative and fully effective, as if the
17 proceedings relating to this Settlement had not occurred.

18 **M.N. Miscellaneous Provisions**

19 **1. Authority ~~Of~~ Signatories**

20 ~~Each~~ Subject to approval by the Los Angeles City Council, where necessary, each person
21 signing this Revised Agreement represents and warrants that he or she has full authority to sign
22 this Revised Agreement on behalf of the Party for whom he or she is signing and warrants that he
23 or she has the ability to bind that Party to the obligations and commitments set forth herein.

24 **2. Binding Upon Successors**

25 This Revised Agreement shall be binding upon and inure to the benefit of the Parties and
26 their representatives, heirs, predecessors, successors, and assigns.

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1 **3. Both Parties Asas Drafter**

2 The Parties stipulate and agree that this [Revised](#) Agreement was negotiated on an “arms-
3 length” basis between Parties of equal bargaining power, and drafted jointly by the Parties and,
4 accordingly, no ambiguity in this [Revised](#) Agreement shall be construed in favor of or against any
5 of the Parties.

6 **4. Cooperation**

7 The Parties to this [Revised](#) Agreement and their counsel agree that they shall act in good
8 faith and exercise their best efforts to secure approval of this [Revised](#) Agreement and full
9 participation by all members of the Settlement Class and that they will take such other reasonable
10 steps as are necessary to implement this [Revised](#) Agreement.

11 **5. Counterpart Execution**

12 This [Revised](#) Agreement may be executed in any number of counterparts. A facsimile or
13 electronically transmitted signature shall be deemed to constitute an original signature for
14 purposes of this [Revised](#) Agreement. Each counterpart when so executed shall be deemed to be an
15 original, and all such counterparts together shall constitute the same instrument. This [Revised](#)
16 Agreement will be binding when it has been executed and delivered by the last signatory hereto to
17 execute a counterpart.

18 **6. Governing Law**

19 The construction, interpretation, operation, effect, validity and enforcement of this [Revised](#)
20 Agreement and all documents necessary to effectuate it shall be governed by the laws of the State
21 of California without regard to principles of conflict of laws, except to the extent that federal law
22 requires that federal law govern.

23 **7. Headings**

24 Headings contained in this [Revised](#) Agreement are for convenience and reference only and
25 are not intended to alter or vary the construction and meaning of this Agreement.

26 **8. Integration Clause**

27 This [Revised](#) Agreement, including all exhibits hereto, contains a full, complete, and
28 integrated statement of each and every term and provision agreed to between and among the

1 Parties and supersedes any prior representations, writings or agreements (written or oral) between
2 or among the Parties, which prior agreements may no longer be relied upon for any purpose. This
3 [Revised](#) Agreement may not be orally modified in any respect and may be modified only by the
4 written agreement of the Parties. In the event a dispute arises between the Parties over the
5 meaning or intent of any provision of this [Revised](#) Agreement, the Parties agree that prior drafts,
6 notes, memoranda, discussions or any other oral communications or documents regarding the
7 negotiations, meaning or intent of this [Revised](#) Agreement shall not be offered or admitted into
8 evidence.

9 **9. Jurisdiction**

10 The Court retains exclusive and continuing jurisdiction over the Actions, the Parties,
11 Settlement Class Members, and the Claims Administrator in order to interpret and enforce the
12 terms, conditions and obligations under this [Revised](#) Agreement.

13 **10. Non-Waiver**

14 The waiver by one Party of any provision or breach of this [Revised](#) Agreement shall not be
15 deemed a waiver of any other provision or breach of this [Revised](#) Agreement.

16 **11. Notice**

17 Except as otherwise described in the ~~settlement notice~~[Class Notice](#) attached as Exhibits A
18 and B to this [Revised](#) Agreement, all notices and other communications referenced in this [Revised](#)
19 Agreement shall be addressed to the Parties' counsel at their respective addresses as set forth
20 below:

21 Notices to Plaintiff or the Settlement Class Members

22 Jack Landskroner, Esq.
23 Landskroner Grieco Merriman, LLC
24 1360 West 9th St., Suite 200
25 Cleveland, Ohio 44113

26 Notices to Defendant

27 ~~Angela C. Agrusa (SBN 131337)~~[Maribeth Annaguey, Esq.](#)
28 LINER LLP
1100 Glendon Avenue, 14th Floor
Los Angeles, California 90024

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12. Severability

In the event any one or more of the provisions contained in this [Revised](#) Agreement shall be held invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect any other provisions of this [Revised](#) Agreement

13. Time for Compliance

If the date for performance of any act required by or under this [Revised](#) Agreement is to be performed on a particular day or within a specified period of time that falls on a Saturday, Sunday or legal or Court holiday, such act may be performed upon the next business day, with the same effect as if it had been performed on the day or within the computer time specified by or under this [Revised](#) Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this [Revised](#) Agreement to be executed on its, his, her or their behalf by its, his, her or their duly authorized counsel of record, all as of the day set forth below.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

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Dated: November ____, 2016

DEFENDANT:

By: _____
David Wright, General Manager
Los Angeles Department of Water and Power

PLAINTIFF:

Dated: November ____, 2016

Antwon Jones
Plaintiff, Individually and as Class Representative

Dated: November ____, 2016

Yaar Kimhi
Plaintiff, Individually and as Class Representative for
the Solar Subclass

Dated: November ____, 2016

Tahl Beckerman Megerdichian
Plaintiff, Individually and as a Member of the
Solar Subclass

Dated: November ____, 2016

Yelena Novak
Plaintiff, Individually and as a Member of the
Solar Subclass