

APPENDIX A

APPENDIX A

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF California

Application of Great Oaks Water Company (U162W) for an Order establishing its authorized cost of capital for the period from July 1, 2019 through June 30, 2022.	A.18-05-001 (Filed May 1, 2018)
Application of Suburban Water Systems (U339W) for Authority to Establish Its Authorized Cost of Capital for Utility Operations for the period from January 1, 2019 through December 31, 2021.	A.18-05-004 (Filed May 1, 2018)
In the Matter of the Application of SAN GABRIEL VALLEY WATER COMPANY (U337W) for an authorized Cost of Capital for 2019 through 2021.	A.18-05-005 (Filed May 1, 2018)
Joint Application of LIBERTY UTILITIES (PARK WATER) CORP. (U314W) and LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP. (U346W) for Authority to Establish an Authorized Cost of Capital for 2019-2021.	A.18-05-006 (Filed May 1, 2018)

**ALL-PARTY SETTLEMENT AGREEMENT
AMONG THE PUBLIC ADVOCATES OFFICE, GREAT OAKS WATER COMPANY,
SUBURBAN WATER SYSTEMS, SAN GABRIEL VALLEY WATER COMPANY,
LIBERTY UTILITIES (PARK WATER) CORP. AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP., AND FONTANA UNIFIED SCHOOL DISTRICT**

September 19, 2018

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**ALL-PARTY SETTLEMENT AGREEMENT
AMONG THE PUBLIC ADVOCATES OFFICE, GREAT OAKS WATER COMPANY,
SUBURBAN WATER SYSTEMS, SAN GABRIEL VALLEY WATER COMPANY,
LIBERTY UTILITIES (PARK WATER) CORP. AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP., AND FONTANA UNIFIED SCHOOL DISTRICT**

1. GENERAL PROVISIONS

1.1 Pursuant to Article 12 of the Rules of Practice and Procedure ("Rules") of the California Public Utilities Commission ("Commission"), this all-party Settlement Agreement ("Settlement") is made and entered into by and among Great Oaks Water Company ("Great Oaks"), Suburban Water Systems ("Suburban"), San Gabriel Valley Water Company ("San Gabriel"), Liberty Utilities (Park Water) Corp. and Liberty Utilities (Apple Valley Ranchos Water) Corp. ("Liberty Park Water/Liberty Apple Valley" and together with Great Oaks, Suburban and San Gabriel, the "Applicants"), the Public Advocates Office at the California Public Utilities Commission ("Cal PA"), and Fontana Unified School District ("FUSD"). Great Oaks, Suburban, San Gabriel, Liberty Park Water/Liberty Apple Valley, Cal PA and FUSD are referred to collectively herein as the "Parties" or sometimes each individually as a "Party."

1.2 This Settlement resolves all outstanding issues in this proceeding except for one, which is the appropriate implementation date for the cost of capital adopted in this proceeding for Great Oaks and Liberty Park Water/Liberty Apple Valley. The initial benchmark period of Water Cost of Capital Mechanism for Great Oaks and Liberty Park Water/Liberty Apple Valley is contingent upon the implementation date for the cost of capital adopted in this proceeding. The issues that the Parties agree to resolve through this Settlement are set forth in Sections 2, 3, 4 and 5 below. The Settlement describes the recommendations made by each of the Applicants, Cal PA and FUSD, specifies how differences between the Parties' recommendations, if any, were resolved, and lists references to the testimony, evidence and exhibits of witnesses addressing the particular issue.

1.3 After conducting discovery, negotiating in person, and analyzing their respective interests, the Parties have determined that this Settlement is in their best interests, in the public interest, and is more cost-effective for all concerned than undertaking the expense, delay, and uncertainty of further litigation. The Parties have reached this Settlement after taking into account the possibility that each Party may or may not prevail on any given issue.

1.4 Because this Settlement represents a compromise by them, the Parties have entered into each stipulation contained in the Settlement on the basis that its approval by the Commission not be construed as an admission or concession by any Party regarding any fact or matter of law in dispute in this proceeding. The Parties agree that no signatory to the Settlement assumes any personal liability as a result of his or her execution of this document.

1.5 This Settlement has been jointly negotiated and drafted by the Parties. The language of this Settlement shall be construed as a whole according to its fair meaning and not strictly enforced for or against any Party.

1.6 Pursuant to Rule 12.5, approval of this Settlement by the Commission may not be construed as a precedent or statement of policy of any kind for or against any Party in any current or future proceeding with respect to any issue addressed in the Settlement.

1.7 The Parties agree to maintain the confidentiality of all settlement negotiations and communications made during the course of settlement discussions in this matter, and agree that such communications remain subject to Rule 12.6.

1.8 This Settlement is not severable. The Parties agree that, if the Commission fails to adopt this Settlement in its entirety and without condition or modification, the Parties shall convene a settlement conference within fifteen days after the Commission's action to discuss whether they can resolve issues raised by the Commission's disposition of this Settlement. If the Parties cannot mutually agree to resolve the issues raised by the Commission's actions within thirty days after their settlement conference, this Settlement shall be rescinded and deemed as if it were never entered into, and the Parties shall be released from any and all obligations set forth in this Settlement.

1.9 None of the provisions of this Settlement shall be considered waived by the Parties unless such waiver is given in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Settlement or to take advantage of any of their respective rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

1.10 This Settlement and all the covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, including their respective successors in interest.

1.11 This Settlement constitutes and represents the entire agreement between or among the Parties and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with respect to the subject matter set forth herein.

1.12 The Parties agree without further consideration to execute and deliver such other documents and take such other actions as may be necessary to achieve the purposes of this Settlement. The Parties agree to use their best efforts to obtain Commission approval of the Settlement. The Parties shall request that the Commission approve the Settlement without change and find the Settlement to be reasonable, consistent with the law, and in the public interest.

1.13 References to the Exhibit numbers of the Parties' prepared testimony and exhibits are included with respect to each issue addressed in the Settlement. The referenced evidentiary materials are identified as follows:

Exhibit Number	Description
GOWC-1	Exhibit A 2017 Balance Sheet and Income Statement
GOWC-2	Exhibit B Rate of Return Summary Last Five Years
GOWC-3	Exhibit C Prepared Testimony of Michael R. Tolleth
GOWC-4	Attachment MRT-1: Résumé of Michael R. Tolleth
GOWC-5	Attachment MRT-2: Technical Appendix

Exhibit Number	Description
GOWC-6	Attachment MRT-3: Cost of Equity Estimate Calculations
GOWC-7	Attachment MRT-4: Implied Risk Premium Calculations
GOWC-8	Exhibit D Prepared Testimony of Ronald J. Ceolla Regarding Capital Structure, Cost of Debt, and Business Risk
GOWC-9	Exhibit E Prepared Testimony of Timothy S. Guster Regarding the Water Cost of Capital Adjustment Mechanism
GOWC-10	Prepared Rebuttal Testimony of Michael R. Tolleth
GOWC-11	Attachment MRT-R1: Supporting Data Tolleth Rebuttal Testimony
GOWC-12	Attachment MRT-R2: Supporting Data Tolleth Rebuttal Testimony
GOWC-13	Prepared Rebuttal Testimony of Ronald J. Ceolla Regarding Capital Structure, Cost of Debt, and Business Risk
GOWC-14	Prepared Rebuttal Testimony of Timothy S. Guster Regarding the Effective Implementation Date
Suburban - 1	Prepared Direct Testimony of Robert L. Kelly
Suburban - 2	Documents Referenced in the Prepared Direct Testimony of Robert L. Kelly
Suburban - 3	Prepared Direct Testimony of Paul R. Moul
Suburban - 4	Documents Referenced in the Prepared Direct Testimony of Paul R. Moul
Suburban - 5	Supporting Schedules to Accompany the Prepared Direct Testimony of Paul R. Moul
Suburban - 6	Prepared Rebuttal Testimony of Robert Kelly
Suburban - 7	Prepared Rebuttal Testimony of Paul R. Moul
Suburban - 8	Documents Referenced in the Rebuttal Testimony of Paul R. Moul
SG-1	Prepared Direct Testimony of Pauline M. Ahern, CRRA
SG-1A	Attachment A to Ms. Ahern's Direct Testimony including Schedules PMA-1 to PMA-9
SG-2	Prepared Direct Testimony of Robert W. Nicholson
SG-3	Prepared Direct Testimony of Joseph D. Harris
SG-4	Prepared Rebuttal Testimony of Pauline M. Ahern, CRRA, with Attachment A including Schedules PMA-R1 to PMA-R41

Exhibit Number	Description
Liberty-01	Prepared Direct Testimony of Edward N. Jackson
Liberty-02	Attachment A to Prepared Direct Testimony of Edward N. Jackson
Liberty-03	Attachment B to Prepared Direct Testimony of Edward N. Jackson
Liberty-04	Prepared Direct Testimony of Thomas J. Bourassa
Liberty-05	Attachment A to Prepared Direct Testimony of Thomas J. Bourassa
Liberty-06	Attachment B to Prepared Direct Testimony of Thomas J. Bourassa
Liberty-07	Attachment C to Prepared Direct Testimony of Thomas J. Bourassa
Liberty-08	Prepared Rebuttal Testimony of Edward N. Jackson
Liberty-09	Attachment EJ-1 to Rebuttal Testimony of Edward N. Jackson
Liberty-10	Prepared Rebuttal Testimony of Thomas J. Bourassa
Liberty-11	Rebuttal Exhibit TJB-COC-RB1
Liberty-12	Rebuttal Exhibit TJB-COC-RB2
Cal PA - 1	Prepared Direct Testimony of Mukunda Dawadi
Cal PA - 2	Prepared Direct Testimony of Aaron L. Rothschild
Cal PA - 3	Documents Referenced in Direct Testimony of Aaron L. Rothschild

2. GREAT OAKS WATER COMPANY

2.1 In Application ("A.") 18-05-001, Great Oaks' direct and rebuttal testimony supported the following, for the three-year period beginning July 1, 2019:

- A capital structure consisting of 30% long-term debt and 70% common equity.¹
- A cost of debt of 6.50% and a return on equity of 9.79%.²
- An overall rate of return of 8.80%.³
- Continuation of the Water Cost of Capital Mechanism ("WCCM").⁴

2.2 Cal PA's testimony relevant to A.18-05-001 made the following recommendations for the three-year period beginning January 1, 2019:

- A capital structure consisting of 62% common equity and 38% long-term debt.⁵
- A cost of long-term debt of 6.50% (uncontested) and a return on common equity of 7.98%.⁶
- An overall rate of return of 7.42%.⁷
- Continuation of the WCCM (uncontested).⁸

2.3 Great Oaks and Cal PA agree upon the following terms for Great Oaks. The applicable implementation date will be briefed and decided in accordance with the proceeding schedule:

	Ratio	Rate	Weighted Cost
Debt	30.0%	6.50%	1.95%
Equity	70.0%	8.85%	6.20%
Rate of Return	--	--	8.15%

¹ GOWC-8; GOWC-13.

² GOWC-8 (Cost of Debt); GOWC-3, GOWC-4, GOWC-5, GOWC-6, GOWC-7, GOWC-10, GOWC-11, and GOWC-12 (Return on Equity).

³ GOWC-3, GOWC-4, GOWC-5, GOWC-6, GOWC-7, GOWC-10, GOWC-11, and GOWC-12 (Overall Rate of Return).

⁴ GOWC-9.

⁵ Cal PA Exh. 1, Dawadi, pp. 2, 4-6.

⁶ Cal PA Exh. 1, Dawadi, pp. 2 and 9; Cal PA Exh. 2, Rothschild, pp. 3-4 and 78.

⁷ Cal PA Exh. 1, Dawadi, p. 3.

⁸ Cal PA Exh. 1, Dawadi, pp. 14-15.

<p>Initial WCCM Benchmark Period</p>	<p>Is contingent upon the implementation date for cost of capital adopted in this proceeding. If the Commission adopts an implementation date of July 1, 2019, initial benchmark period will be July 1, 2018 through June 30, 2019. If the Commission adopts an implementation date of January 1, 2019, initial benchmark period will be October 1, 2017 through September 30, 2018.</p>
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2.4 Great Oaks has complied with the scoping memo for this proceeding (“Scoping Memo”) and all applicable requirements of the Commission’s Rules of Practice and Procedure.

2.5 Great Oaks and Cal PA agree that the above settlement terms will provide rates sufficient to protect ratepayers while maintaining the financial soundness and stability of Great Oaks.

2.6 Suburban, San Gabriel, Liberty Park Water/Liberty Apple Valley, and FUSD take no position on the terms included in this Section 2.

3. SUBURBAN WATER SYSTEMS

3.1 In Application 18-05-004, direct testimony, and rebuttal testimony, Suburban presented evidence supporting the following, for the three-year period beginning January 1, 2019:

- A capital structure consisting of 37.74% long-term debt, 2.26% preferred stock and 60.00% common stock equity.⁹
- A cost of long-term debt of 5.85%,¹⁰ a cost of preferred stock of 4.24%,¹¹ and a return on common equity of 10.30%.¹²
- An overall rate of return of 8.49%.¹³
- Continuation of the WCCM with an initial benchmark period of October 1, 2017 through September 30, 2018.¹⁴

⁹ A.18-05-004, *Application of Suburban Water Systems (U339W) for Authority to Establish Its Authorized Cost of Capital for Utility Operations for the period from January 1, 2019 through December 31, 2021* (“Suburban Application”), p. 1; Suburban Exh. 3, Moul Direct, p. 23; Suburban Exh. 5, Moul Supporting Schedules at Schedule 5.

¹⁰ Suburban Application, p. 1; Suburban Exh. 3, Moul Direct, p. 24; Suburban Exh. 5, Moul Supporting Schedules at Schedule 6.

¹¹ Suburban Application, p. 1; Suburban Exh. 3, Moul Direct, p. 24; Suburban Exh. 5, Moul Supporting Schedules at Schedule 6.

¹² Suburban Application, p. 1; Suburban Exh. 3, Moul Direct, pp. 25-54 (as supported by Suburban Exh. 4, Documents Referenced in Moul Direct, pp. 1-166); Suburban Ex. 6, Kelly Rebuttal, p. 3-9; Suburban Exh. 7, Moul Rebuttal, pp. 1-39 (as supported by Suburban Exh. 8, Documents Referenced in Moul Rebuttal, pp. 1-270).

¹³ Suburban Application, p. 1; Suburban Exh. 5, Moul Supporting Schedules at Schedule 1, p. 1.

¹⁴ Suburban Application, p. 4; Suburban Exh. 1, Kelly Direct, p. 18.

3.2 For Suburban, Cal PA's testimony made the following recommendations for the three-year period beginning January 1, 2019:

- A capital structure consisting of 37.74% long-term debt, 2.26% preferred stock and 60.00% common stock equity (all uncontested).¹⁵
- A cost of long-term debt of 5.85% (uncontested), a cost of preferred stock of 4.24% (uncontested), and a return on common equity of 8.06%.¹⁶
- An overall rate of return of 7.14%.¹⁷
- Continuation of the WCCM (uncontested).¹⁸

3.3 Suburban and Cal PA agree upon the following terms for Suburban for the three-year period beginning January 1, 2019:

	Ratio	Rate	Weighted Cost
Debt	37.74%	5.85%	2.21%
Preferred Stock	2.26%	4.24%	0.10%
Equity	60.0%	9.25%	5.55%
Rate of Return	--	--	7.86%
Initial WCCM Benchmark Period	October 1, 2017 through September 30, 2018		

3.4 Suburban has complied with the Scoping Memo and all applicable requirements of the Commission's Rules of Practice and Procedure

3.5 Suburban and Cal PA agree that the above settlement terms will provide rates sufficient to protect ratepayers while maintaining the financial soundness and stability of Suburban.

3.6 Great Oaks, San Gabriel, Liberty Park Water/Liberty Apple Valley, and FUSD take no position on the terms included in this Section 3.

4. SAN GABRIEL VALLEY WATER COMPANY

4.1 In Application 18-05-005 ("San Gabriel Application"), direct testimony, and rebuttal testimony, San Gabriel presented evidence supporting the following, for the three-year period beginning on January 1, 2019:

¹⁵ Cal PA Exh. 1, Dawadi, p. 2.

¹⁶ *Id.*; see also Cal PA Exh. 2, Rothschild, p. 5, line 3 to p. 58, line 20, and p. 72, line 13 to p. 76, line 9 (as supported by Cal PA Exh. 3, Documents Referenced in Rothschild Direct, pp. 1-727).

¹⁷ Cal PA Exh. 1, Dawadi, p. 3.

¹⁸ *Id.* at 14-15.

- A capital structure consisting of 35.54% long-term debt and 64.46% common stock equity.¹⁹
- A cost of long-term debt of 6.17% and a return on equity of 9.79%.²⁰
- An overall rate of return of 8.50%.²¹
- Continuation of the WCCM with an initial benchmark period of October 1, 2017 through September 30, 2018.²²

4.2 For San Gabriel, Cal PA's testimony made the following recommendations for the three-year period beginning January 1, 2019:

- A capital structure consisting of 35.54% long-term debt and 64.46% common stock equity (uncontested).²³
- A cost of long-term debt of 6.17% (uncontested) and a return on equity of 7.88%.²⁴
- An overall rate of return of 7.27%.²⁵
- Continuation of the WCCM (uncontested).²⁶

4.3 FUSD did not sponsor its own testimony with recommendations for cost of capital, but generally supported Cal PA's recommendations as they pertained to San Gabriel.

4.4 San Gabriel, Cal PA, and FUSD agree upon the following terms for San Gabriel for the period beginning January 1, 2019:

	Ratio	Rate	Weighted Cost
Debt	35.54%	6.17%	2.19%
Equity	64.46%	9.20%	5.93%
Rate of Return	--	--	8.12%
Initial WCCM Benchmark Period	October 1, 2017 through September 30, 2018		

¹⁹ San Gabriel Application, p. 2; Exhibit SG-3 (Harris), pp. 7-11 and Table A.

²⁰ San Gabriel Application, p. 2; Exhibit SB-1 (Ahern), pp. 3-75 (as supported by Exhibit SG-1A (Ahern Attachments)); Exhibit SB-2 (Nicholson); Exhibit SG-3 (Harris), pp. 12-13 and Table A.

²¹ San Gabriel Application, p. 3; Exhibit SB-3 (Harris) pp. 2-13 and Table A.

²² Exhibit SB-3 (Harris) pp. 13-14.

²³ Cal PA Exh. 1, Dawadi, pp. 4-9.

²⁴ Cal PA Exh. 1, Dawadi pp. 9-10; Cal PA Exh. 2, Rothschild, p. 5.

²⁵ Cal PA Exh. 1, Dawadi, p. 3.

²⁶ *Id.* at 14-15.

4.5 San Gabriel, Cal PA and FUSD agree that the above settlement terms will provide rates sufficient to protect ratepayers while maintaining the financial soundness and stability of San Gabriel.

4.6 San Gabriel has complied with the Scoping Memo and all applicable requirements of the Commission's Rules of Practice and Procedure

4.7 Great Oaks, Suburban, and Liberty Park Water/Liberty Apple Valley take no position on the terms included in this Section 4.

5. LIBERTY UTILITIES (PARK WATER) CORP. AND LIBERTY UTILITIES (APPLE VALLEY RANCHOS WATER) CORP.

5.1 In Joint Application 18-05-006, direct testimony, and rebuttal testimony, Liberty Park Water/Liberty Apple Valley presented evidence supporting the following, for the three-year period beginning July 1, 2019:²⁷

- A capital structure of 43% long-term debt and 57% common equity.²⁸
- A cost of debt of 4.71% and a return on equity of 10.68%.²⁹
- An overall rate of return of 8.11%.³⁰
- Continuation of the WCCM.³¹

5.2 For Liberty Park Water/Liberty Apple Valley, Cal PA's testimony included the following recommendations for the three-year period beginning January 1, 2019:

- A capital structure of 58% long-term debt and 42% common equity.³²
- A cost of debt of 4.71% (uncontested) and a return on equity of 8.78%.³³

²⁷ Liberty Park Water/Liberty Apple Valley have requested an effective date for their cost of capital of July 1, 2019 to maintain the consistency of effective dates for their current consolidated GRC and their cost of capital application. See A.18-05-006, Joint Application of Liberty Utilities (Park Water) Corp. and Liberty Utilities (Apple Valley Ranchos Water) Corp. ("Liberty Application"), pp. 1 and 4; Joint Reply of Applicants to Protests of the Office of Ratepayer Advocates, p. 5; Liberty Exh. 8, Jackson Rebuttal, pp. 5-6; Motion of Liberty Utilities to Establish the Effective Date for their Cost of Capital as July 1, 2019, dated August 24, 2018. This issue is not part of the settlement and will be decided after the issue is briefed pursuant to the schedule providing in this proceeding's scoping memo.

²⁸ Liberty Application, pp. 1, 3 and 7; Liberty Exh. 01, Jackson Direct, pp. 3-4 and Tables 1-2; Exh. 08, Jackson Rebuttal, pp. 1-3; Exh. 09, Attachment EJ-1 to Jackson Rebuttal.

²⁹ Liberty Application, pp. 1, 3-4 and 7; Liberty Exh. 01, Jackson Direct, pp. 5-28 and Tables 1-2; Liberty Exh. 04, Bourassa Direct, pp. 2-46 (with Tables and as supported by Liberty Exhs. 05-07); Liberty Exh. 08, Jackson Rebuttal, pp.3-5; Liberty Exh. 10, Bourassa Rebuttal, pp. 1-15 (as supported by Liberty Exhs. 11-12).

³⁰ *Id.*

³¹ Liberty Application, p.4; Liberty Exh. 01, Jackson Direct, pp. 19-23.

³² Cal PA Exh. 1, Dawadi, pp. 2 and 6.

³³ Cal PA Exh. 1, Dawadi, pp. 2 and 6; see also Cal PA Exh. 2, Rothschild, pp. 4-58, 69-72, and 78 (as supported by Cal PA Exh. 3, Documents Referenced in Rothschild Direct, pp. 1-727).

- An overall rate of return of 6.42%.³⁴
- Continuation of the WCCM (uncontested).³⁵

5.3 Liberty Park Water/Liberty Apple Valley and Cal PA agree upon the following terms for Liberty Park Water/Liberty Apple Valley. The applicable implementation date will be briefed and decided in accordance with the proceeding schedule:

	Ratio	Rate	Weighted Cost
Debt	43.0%	4.71%	2.03%
Equity	57.0%	9.35%	5.33%
Rate of Return	--	--	7.35%
Initial WCCM Benchmark Period	Is contingent upon the effective date for cost of capital adopted in this proceeding. If the Commission adopts an implementation date of July 1, 2019, initial benchmark period will be July 1, 2018 through June 30, 2019. If the Commission adopts an implementation date of January 1, 2019, initial benchmark period will be October 1, 2017 through September 30, 2018.		

5.4 Liberty Park Water/Liberty Apple Valley have complied with the Scoping Memo and all applicable requirements of the Commission's Rules of Practice and Procedure

5.5 Liberty Park Water/Liberty Apple Valley and Cal PA agree that the above settlement terms will provide rates sufficient to protect ratepayers while maintaining the financial soundness and stability of Liberty Park Water and Liberty Apple Valley.

5.6 Great Oaks, Suburban, San Gabriel, and FUSD take no position on the terms included in this Section 5.

6. EXECUTION

This Settlement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument. By signing below, each signatory for a Party by signing below represents and warrants that he/she is authorized to sign this Settlement on such Party's behalf and thereby bind such Party to the terms of this Settlement. Subject to paragraph 1.8 hereof, this Settlement shall become binding and effective as of the date it is fully executed by all of the Parties.

[SIGNATURE PAGE TO FOLLOW]

³⁴ Cal PA Exh. 1, Dawadi, p. 3.

³⁵ *Id.* at 14-15.

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

GREAT OAKS WATER COMPANY

By: 
Elizabeth Echols, Director

By: _____
John W.S. Roeder, Chairman and CEO

Date: 9-19-18

Date: _____

SUBURBAN WATER SYSTEMS

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert MacLean, President

By: _____
Robert W. Nicholson, President and COO

Date: _____

Date: _____

**LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.**

FONTANA UNIFIED SCHOOL DISTRICT

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

By: _____
Ryan T. DiGiulio,
Associate Superintendent

Date: _____

Date: _____

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

GREAT OAKS WATER COMPANY

By: _____
Elizabeth Echols, Director

By: John W.S. Roeder
John W.S. Roeder, Chairman and CEO

Date: _____

Date: 9-20-18

SUBURBAN WATER SYSTEMS

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert MacLean, President

By: _____
Robert W. Nicholson, President and COO

Date: _____

Date: _____

LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.

FONTANA UNIFIED SCHOOL DISTRICT

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

By: _____
Ryan T. DiGiulio,
Associate Superintendent

Date: _____

Date: _____

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

By: _____
Elizabeth Echols, Director

Date: _____

GREAT OAKS WATER COMPANY

By: _____
John W.S. Roeder, Chairman and CEO

Date: _____

SUBURBAN WATER SYSTEMS

By: Robert MacLean
Robert MacLean, President

Date: 9-20-2018

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert W. Nicholson, President and COO

Date: _____

LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

Date: _____

FONTANA UNIFIED SCHOOL DISTRICT

By: _____
Ryan T. DiGiulio,
Associate Superintendent

Date: _____

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

GREAT OAKS WATER COMPANY

By: _____
Elizabeth Echols, Director

By: _____
John W.S. Roeder, Chairman and CEO

Date: _____

Date: _____

SUBURBAN WATER SYSTEMS

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert MacLean, President

By: 
Robert W. Nicholson, President and COO

Date: _____

Date: 9/24/18

LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.

FONTANA UNIFIED SCHOOL DISTRICT

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

By: _____
Ryan T. DiGiulio,
Associate Superintendent

Date: _____

Date: _____

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

By: _____
Elizabeth Echols, Director

Date: _____

GREAT OAKS WATER COMPANY

By: _____
John W.S. Roeder, Chairman and CEO

Date: _____

SUBURBAN WATER SYSTEMS

By: _____
Robert MacLean, President

Date: _____

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert W. Nicholson, President and COO

Date: _____

**LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.**

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

Date: September 20, 2018

FONTANA UNIFIED SCHOOL DISTRICT

By: _____
Ryan T. DiGiulio,
Associate Superintendent

Date: _____

Respectfully submitted,

PUBLIC ADVOCATES OFFICE

By: _____
Elizabeth Echols, Director

Date: _____

GREAT OAKS WATER COMPANY

By: _____
John W.S. Roeder, Chairman and CEO

Date: _____

SUBURBAN WATER SYSTEMS

By: _____
Robert MacLean, President

Date: _____

SAN GABRIEL VALLEY WATER COMPANY

By: _____
Robert W. Nicholson, President and COO

Date: _____

**LIBERTY UTILITIES (PARK WATER) CORP.
AND LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP.**

By: _____
Gregory Sorensen, President
Liberty Utilities (West Region)

Date: _____

FONTANA UNIFIED SCHOOL DISTRICT

By: RL
Ryan T. DiGiulio,
Associate Superintendent

Date: 9/24/18