

SETTLEMENT AGREEMENT BETWEEN CALIFORNIA-AMERICAN WATER COMPANY AND MYRIAM MORRIS

This Settlement Agreement (“Agreement”) is made and entered into by and between California-American Water Company (“CAW”) and Myriam Morris (“Morris”). CAW and Morris may be referred to collectively as the “Parties,” and singularly as the “Party.” This Agreement is effective as of March 15, 2021.

RECITALS

- A. On January 29, 2021, Morris filed a Complaint with the California Public Utilities Commission (“Commission”), styled *Myriam Morris v. California-American Water Company*, Case (C.) 21-01-018 (“Complaint”), alleging that she was overcharged \$250.00 on her bill for water service at 5909 Orlando Avenue, Los Angeles, California covering the period of April 4, 2020 through May 4, 2020.
- B. On March 11, 2021, the Parties participated in settlement discussions.
- C. On March 15, 2021, CAW filed an Answer with the Commission denying Morris’s claims in all respects.
- D. The Parties, without admission of liability, desire finally to compromise, settle and discharge all claims, controversies, demands, actions or causes of action which the Parties may have or claim to have against each other regarding the Complaint.

AGREEMENT

In consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. **Bill Adjustment Payment to Morris.** Within 21 days of execution of this Settlement Agreement by both parties, CAW will provide Morris with a bill adjustment payment of \$250. The bill adjustment payment shall be sent to Morris at 10866 Washington Blvd., No. 435, Culver City, California.
- 2. **Dismissal with Prejudice.** Within ten days of receipt of the payment to Morris, Morris will submit to the Commission a request to dismiss the Complaint with prejudice. CAW will stipulate to the dismissal.
- 3. **Limited Release.** Except as to the Parties’ respective obligations pursuant to this Agreement or as otherwise provided herein, each Party hereby forever releases and discharges each other Party and its officers, directors, employees, agents, subsidiaries, affiliates, parent corporations, predecessors and successors-in-interest, assigns, attorneys,

and all others, of and from any and all claims, demands, causes of action, liabilities, obligations, and suits, of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual and consequential, past, present and future, regarding the Complaint.

4. **Compromise Settlement.** The Parties understand and agree that this Agreement is a compromise settlement of disputed claims, and that the promises in consideration of this Agreement shall not be construed as an admission of any liability or obligation whatsoever by any Party.
5. **Section 1542 Waiver.** The Parties acknowledge that they have read and understand the contents of Section 1542 of the Civil Code of the State of California, which provides as follows.

SECTION 1542. (GENERAL RELEASE – CLAIMS EXTINGUISHED.) A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties hereby expressly waive and relinquish all rights and benefits under that section with respect to and to the extent of the release granted in this Agreement.

6. **Consultation with Counsel.** Each of the Parties represents and warrants that they have read the Agreement and have had the opportunity to solicit the advice of counsel before entering into and executing this Agreement. For purposes of construction, this Agreement shall not be deemed to have been drafted by any Party, and any ambiguity shall not be construed against any party.
7. **Complete Agreement.** This Agreement contains the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their Agreement with respect to the subject matter thereof. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein, and each Party has carefully read this Agreement and signs the same of its own free will. The terms of this Agreement may be modified only by an agreement in writing signed by the Parties.
8. **Binding Contract.** This Agreement shall bind and inure to the benefit of each Party and its respective officers, directors, employees, agents, subsidiaries, affiliates, parent corporations, predecessors and successors-in-interest, assigns and attorneys. Each Party

represents and warrants that it is fully empowered and authorized to enter into this Agreement.

9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly authorized this Agreement to be executed.

California-American Water Company

By: Christopher Mattis

Name: Christopher Mattis

Title: Director of Operations

Myriam Morris

By: Myriam Morris