

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

January 6, 2025

Date of Report (Date of earliest event reported)

Commission File Number	Exact name of registrant as specified in its charter State or other jurisdiction of incorporation or organization Address of principal executive offices Registrant's telephone number, including area code	IRS Employer Identification No.
<b>001-05152</b>	<b>PACIFICORP</b> <b>(An Oregon Corporation)</b> <b>825 N.E. Multnomah Street</b> <b>Portland, Oregon 97232</b> <b>888-221-7070</b>	<b>93-0246090</b>

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Registrant</b>	<b>Securities registered pursuant to Section 12(b) of the Act:</b>
PACIFICORP	None

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

On January 6 and 7, 2025, PacifiCorp executed settlement agreements totaling \$87 million with 499 individual plaintiffs (which includes the 331 individual plaintiffs for which settlement in principle was reached in September 2024) and \$23 million with personal injury, loss of life and commercial plaintiffs for various complaints associated with the 2022 McKinney wildfire. Refer to Note 11 of the Notes to Consolidated Financial Statements of PacifiCorp in Part I, Item 1 and to Item 1. Legal Proceedings in Part II of PacifiCorp's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024 for further discussion of the 2022 McKinney wildfire and associated legal proceedings.

A form of the settlement agreements referenced above ("Form of Settlement Agreement") is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 8.01 Other Events.**

From time to time, PacifiCorp may post information related to the wildfire litigation in the About section of its website (at <https://www.pacificorp.com>). This information may be considered material information not otherwise publicly available at the time of posting. Such disclosure may serve as the initial public announcement of wildfire litigation developments for purposes of Regulation FD. As such, you are encouraged to visit the site regularly for new and developing information related to the wildfire litigation. Any information available on or through PacifiCorp's website is not part of this Form 8-K and the foregoing web address is included as an inactive textual reference only. PacifiCorp undertakes no obligation to update or revise any such information, whether as a result of new information, future events or otherwise, except as may be required under applicable securities law.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

**Exhibit No.      Description**

10.1      [Form of Settlement Agreement, dated January 6 and January 7, 2025.](#)

104      Cover Page Interactive Data File (embedded within the Inline XBRL document).

**Forward-Looking Statements**

This report (including exhibits) contains statements that do not directly or exclusively relate to historical facts. These statements are "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act and include, but are not limited to, any statements relating to developments in the wildfire litigation, a matter that by its nature is very likely to change, is unpredictable and will continue to evolve over time, as well as the impact of such proceedings on PacifiCorp's operating results, cash flows, and liquidity. Forward looking statements can typically be identified by the use of forward-looking words, such as "will," "may," "could," "intend," "potential" and similar terms. These statements are based upon PacifiCorp's current intentions, assumptions, expectations and beliefs and are subject to risks, uncertainties and other important factors. Many of these factors are outside the control of PacifiCorp and could cause actual results to differ materially from those expressed or implied by such forward-looking statements. These factors include, among others, considerations that may be disclosed from time to time in PacifiCorp's filings with the United States Securities and Exchange Commission (the "SEC") or in other publicly disseminated written documents. PacifiCorp undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities law. The foregoing factors should not be construed as exclusive.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**PACIFICORP**

Date: January 10, 2025

/s/ Nikki L. Kobliha

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Nikki L. Kobliha

Senior Vice President and Chief Financial Officer

**CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release, including the exhibits thereto (“Agreement”), is made by and between the plaintiffs identified in Exhibits [\*\*] - [\*\*] (“Settling Plaintiffs”) and PacifiCorp d/b/a Pacific Power (“Pacific Power”), and collectively with Settling Plaintiffs, the “Parties.” Settling Plaintiffs and Pacific Power enter into this Agreement to formally resolve any and all claims between Settling Plaintiffs and Pacific Power for damages relating to Settling Plaintiffs’ claims asserted in the cases identified in Exhibits [\*\*] - [\*\*], hereinafter referred to as the “Actions.”<sup>1</sup>

**RECITALS**

A. The Actions arise from the Northern California wildfire known as the McKinney Fire (the “Fire”), which ignited on July 29, 2022. The Settling Plaintiffs have alleged that electric facilities owned and operated by Pacific Power caused or contributed to the ignition of the Fire, and as a result, the Settling Plaintiffs suffered damages.

B. This Agreement is entered into solely for purposes of compromise. The Parties expressly agree and acknowledge that neither this Agreement nor any act performed hereunder is, or may be deemed, an admission or evidence of the validity or invalidity of any allegations or claims of the Settling Plaintiffs and Pacific Power, nor is this Agreement or any act performed hereunder to be construed as an admission or evidence of any wrongdoing, fault, omission or liability on the part of Pacific Power. This is a settlement of a disputed matter, and Pacific Power specifically and expressly denies any fault or liability to the Settling Plaintiffs or any other party with respect to the Fire.

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<sup>1</sup> The Actions have been consolidated in the proceeding *Bridges v. PacifiCorp*, Case No. 34-2022-00325257, Superior Court of the State of California, County of Sacramento.

C. The Parties agree that Settling Plaintiffs are not entitled to double recovery for their own damages when an insurance carrier becomes subrogated to the claim of the Settling Plaintiffs against Pacific Power, nor should Pacific Power have to pay twice for the same damages.

D. Settling Plaintiffs intend that this Agreement resolves any and all claims and disputes between them and Pacific Power alleged in the Actions and provides for consideration in full settlement and discharge of all disputes, rights, claims, and causes of action which are, or might have been, brought by Settling Plaintiffs against Pacific Power arising from the Fire.

The Parties hereby agree as follows:

#### **AGREEMENT**

1. **INCORPORATION OF RECITALS.** Each of the Recitals set forth above is incorporated by reference into this Agreement.

2. **PAYMENT.** In consideration for the releases set forth herein, and in consideration of the rights and obligations created by this Agreement, Pacific Power shall pay each Settling Plaintiff the amount identified in the attached Exhibit pertaining to that plaintiff (the "Settlement Amount"). The Settlement Amount shall be made payable to [\*\*\*]. The Settlement Amount will be paid within 30 days of Pacific Power's receipt of this fully executed Agreement and a Form W-9 executed by Plaintiffs' counsel, provided, however, that payment shall be made no earlier than seven (7) business days after delivery of the executed Request for Dismissal with prejudice to counsel for Pacific Power, as set forth in Paragraph 3, below.

3. **DISMISSAL OF ACTIONS.** Within five (5) days of the Effective Date (defined in Paragraph 21 of this Agreement), Settling Plaintiffs shall provide Requests for Dismissals with prejudice of their claims against Pacific Power and Richard Harris in the Actions (the

“Dismissals”), together with an executed copy of this Agreement, to counsel for Pacific Power, at PacifiCorp\_correspondence@houston.com. The Dismissals are to be held in trust and may not be distributed or filed until and unless the Settlement Amount has been sent to counsel for Settling Plaintiffs. Within five (5) days of when the Settlement Amount has been sent to counsel for Settling Plaintiffs, Settling Plaintiffs shall file the Dismissals in the Actions.

4. LEGAL FEES AND COSTS. The Parties acknowledge and agree that they will bear their own costs, expenses and attorneys’ fees arising out of and/or connected with the Settling Plaintiffs’ claims in the Actions, the negotiation, drafting and execution of this Agreement, and all matters arising out of or connected therewith. This includes but is not limited to any assessments of fees, costs, or expenses ordered by the Court for the common benefit of plaintiffs or plaintiffs’ counsel in the Actions.

5. DISTRIBUTION OF SETTLEMENT AMOUNT. The Settling Plaintiffs and their counsel shall have the sole responsibility for the division and distribution of the Settlement Amount to and among them. The Settling Plaintiffs and their counsel agree to indemnify, defend, and hold Pacific Power and the Pacific Power Related Persons and Entities (defined in Paragraph 6 of this Agreement) harmless from any and all claims, demands, causes of action, or disputes of any kind or nature related to the allocation or distribution of the Settlement Amount to and among them.

6. TAX LIABILITY. The Settling Plaintiffs are responsible for any and all tax liability that does or may result from the amount paid in settlement of the Settling Plaintiffs’ claims in the Actions. The Settling Plaintiffs acknowledge and agree that Pacific Power has made no representations as to the taxability of the amount paid in settlement of the Settling Plaintiffs’ claims in the Actions. The Settling Plaintiffs and their counsel release Pacific Power

and the Pacific Power Related Persons and Entities from any and all liability in connection with any such tax consequences. Each of the Settling Plaintiffs further agree to indemnify and defend Pacific Power and the Pacific Power Related Persons and Entities related to any tax liability, if any, associated with this Agreement. The Settling Plaintiffs agree to hold Pacific Power harmless from any and all claims and penalties relating to or resulting from any claim that Pacific Power should have withheld any sums from the amount paid in settlement of the Settling Plaintiffs' claims in the Actions. The Settling Plaintiffs further agree not to make any claim or claims against Pacific Power or the Pacific Power Related Persons and Entities (including without limitation, claims for contribution, indemnity, compensation, damages, attorneys' fees, costs, or penalties) if a determination is made that the Settlement Amount or any portion thereof should not have been treated as non-taxable. .

7. RELEASE OF CLAIMS. In consideration for the payment of the Settlement Amount, each of the Settling Plaintiffs and their respective heirs, successors, assigns, agents, representatives, parent companies, subsidiaries, shareholders, officers, directors, partners, managers, employees, former employees, sureties, administrators, trustees, members, principals, and beneficiaries hereby fully and forever waive, relinquish, release and discharge Pacific Power and its parent companies, subsidiaries, affiliates, successors, assigns, agents, representatives, shareholders, officers, directors, partners, managers, employees (including but not limited to Richard Harris), former employees, sureties, insurers, reinsurers, administrators, trustees, members, principals, beneficiaries, and each of them ("the Pacific Power Related Persons and Entities"), from any and all claims, demands, controversies, losses, damages, actions, causes of action, debts, liabilities, costs and expenses (including, without limitation, attorneys' fees, experts' fees, consultant's fees, and court costs), liens and obligations of every kind or nature

whatsoever, in law or equity, in contract, tort or otherwise, anticipated or unanticipated, direct or indirect, fixed or contingent, which may presently exist or may hereinafter directly or indirectly arise from, relate to, or be caused by, the Fire or the Actions.

8. CIVIL CODE § 1542; CHANGED FACTS

Each Settling Plaintiff hereby acknowledges that each of the Settling Plaintiffs has read, considered, and understands the provisions and significance of Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Settling Plaintiff understands and acknowledges that a risk exists that each of the Settling Plaintiffs has incurred or suffered or may incur or suffer loss, damages, or injuries as a result of the matters, events, occurrences, transactions, causes, and things that are unknown, unsuspected, or unanticipated at the time this Agreement is executed. Each Settling Plaintiff assumes this risk, and notwithstanding this risk, intends by this Agreement to release and discharge Pacific Power and the Pacific Power Related Persons and Entities. With full knowledge of its significance, each Settling Plaintiff hereby waives and relinquishes any and all rights that each Settling Plaintiff has under Section 1542, as well as under the provisions of all comparable, equivalent, or



similar statutes and principles of common law or other decisional law of any and all states of the United States.

It is hereby acknowledged by each Settling Plaintiff that the facts upon which this Agreement is made may turn out to be other than, or different from, the facts now believed by each Settling Plaintiff to be true, and each Settling Plaintiff therefore expressly assumes the risk of the facts turning out to be different than each Plaintiff believed them to be. Each Settling Plaintiff also agrees that this Agreement shall in all respects be effective and not subject to termination or rescission because of any such mistaken belief.

It is expressly understood and agreed that this waiver of Civil Code Section 1542 and the releases set forth in Paragraph 6 are material terms of this Agreement and were separately negotiated between the Settling Parties. Nothing in this Civil Code waiver will prevent Settling Plaintiffs from asserting their rights to enforce this Agreement.

9. GOOD FAITH. The Parties agree that the settlement embodied in this Agreement is made in good faith, is the subject of arm's length negotiations, and the consideration supporting the Agreement is fair and appropriate.

10. COMPROMISE. The Parties agree that this Agreement represents a resolution of disputed liability and neither the terms of this Agreement nor any payments described will be used or construed as an admission of liability as to the matters described herein.

11. ENFORCEABILITY OF AGREEMENT. This Agreement is intended by the Parties to be a settlement agreement binding and enforceable by Settling Plaintiffs and Pacific Power within the meaning of California Code of Civil Procedure Section 664.6.

12. BINDING EFFECT. The terms of this Agreement are binding upon the heirs, successors, and assigns of the undersigned Parties.

13. WARRANTIES. Each of the Settling Plaintiffs represents and warrants that each of the Settling Plaintiffs are the owners of the property that is the subject of the Settling Plaintiffs' claims in the Actions, or were the owners at the time of the Fire, and that no other person or entity has any rights, title, or interest in the property that is the subject of the Settling Plaintiffs' claims in the Actions. Settling Plaintiffs further represent and warrant that they have not, by operation of law or otherwise, heretofore assigned or otherwise transferred, or attempted to assign or transfer, any claim or claims against Pacific Power or Richard Harris.

Each of the Settling Plaintiffs further represents and warrants that to the extent any medical subrogation claims, liens or rights of reimbursement for hospital expenses, medical expenses of any kind, expenses for provision of medical, therapeutic, therapy, psychological or psychiatric care, lost wages or income, workers compensation benefits, child support liens, or claims for no-fault benefits are made or incurred related to the Fire, or such injuries or damages are sustained by each of the Settling Plaintiffs, including Medicare conditional payments, they have been or will be satisfied by and from the consideration paid herein, or that such interests are solely the responsibility of each of the Settling Plaintiffs.

14. INDEMNITY. Each of the Settling Plaintiffs, in return for the consideration provided in this Agreement, agrees to indemnify and forever hold harmless and to defend Pacific Power and the Pacific Power Related Persons and Entities against any legally valid claim, demand, right, damage, debt, liability, account, action, cause of action, cost or expense, including attorneys' fees actually paid or incurred, arising out of or in any way connected with any such claim relating to the property that is the subject of Settling Plaintiffs' claims in the Actions, if known to the Settling Plaintiffs or of which the Settling Plaintiffs, as owners, residents, and/or occupants of the property, should reasonably have been aware based on the legal occupation or

presence of such other persons and/or their personal property, except, of course, for claims by any such persons that have already been asserted against Pacific Power or of which Pacific Power has already been put on notice.

15. NO OTHER INSURANCE CLAIMS. Each of the Settling Plaintiffs warrants and represents that (i) s/he has not submitted any claim or demand for the property, damages, and/or loss that is the subject of the Actions to any insurance company (“Insurer”), or (ii) if s/he has submitted any claim or demand to an Insurer relating to the property, damages, and/or loss that is the subject of the Actions, that any and all such claims are closed or will be deemed closed upon settlement with Pacific Power.

Each of the Settling Plaintiffs further represents and warrants that s/he has not made any undisclosed claims or demands for payment to an Insurer relating to the property, damages, and/or loss that is the subject of the Actions that are currently open or pending and have not been paid as of the mediation date in Exhibits [\*\*]–[\*\*]. Each of the Settling Plaintiffs also covenants and agrees that s/he will not make any such claims or demands for payment to an Insurer after the mediation date in Exhibits [\*\*]–[\*\*]. If a Settling Plaintiff made or makes any such claim or demand for payment to an Insurer after the mediation date in Exhibits [\*\*]–[\*\*] in breach of the foregoing covenant and agreement, or an Insurer pays monies on any such claim or demand, the amount of such payment shall be deducted from the Settlement Amount. If a Settling Plaintiff makes any such claim or demand for payment to an Insurer after Pacific Power has paid the Settlement Amount as provided in paragraph 2 of this Agreement in breach of the foregoing covenant and agreement, or an Insurer pays monies on any such claim or demand, such Settling Plaintiff shall defend, indemnify, reimburse, and hold harmless Pacific Power and Richard Harris against any subrogation claim by Insurer as a result of such claim or demand.

Each of the Settling Plaintiffs authorizes Pacific Power to (i) inform his/her Insurer of this Agreement, consistent with the confidentiality provisions of paragraph 14, and (ii) direct the Insurer to close Settling Plaintiffs' claims, if any, and to cease any further payments to the Settling Plaintiffs on such claims.

16. CONFIDENTIALITY. The fact that this matter settled and did so with no admission of liability is not confidential. However, the Parties and their counsel expressly agree that, except as set forth herein, they will keep the terms and conditions of this Agreement strictly confidential, and that such confidentiality is of the essence to and is a material term of this Agreement. The Parties and their counsel agree not to disclose, divulge, publish, broadcast or state to any third party individual or entity the terms and conditions of this Agreement, with the following exceptions:

(A) The Parties may disclose the terms and conditions of this Agreement to their respective parent or holding companies (including each of their officers and board members), regulators (including, but not limited to, the California Public Utilities Commission ("CPUC") and Oregon Public Utilities Commission ("OPUC"), and parties who participate in regulatory proceedings and receive this information subject to confidentiality), auditors, attorneys, accountants, insurers, reinsurers, reinsurance intermediaries, tax preparers, business managers, financial advisers, and/or bookkeepers, and Richard Harris.

(B) Pacific Power may use any information shared between Pacific Power and Plaintiffs under this Agreement in connection with any cross-claims or claims for indemnity that Pacific Power may bring against third parties to recover amounts paid to Opt-In Plaintiffs, including but not limited to in any settlement agreement. Such information shall be presumptively marked CONFIDENTIAL pursuant to applicable Protective Orders. Opt-In Plaintiffs shall be given

reasonable notice and opportunity to be heard in the event of challenge to any CONFIDENTIAL designation.

(C) Nothing herein will prohibit the Parties or their counsel from disclosing: (a) as required by applicable laws, including tax and securities laws; (b) as required by Court order; (c) as required by an order, ruling, or rule by the CPUC, or an Administrative Law Judge, or in the course of discovery in proceedings before these agencies subject to appropriate confidentiality protections; (d) in any action or proceeding (including arbitration) where the existence or terms of this Agreement are at issue or for the purpose of enforcing this Agreement; or (e) by written agreement of the Parties. In the event that a Court or regulatory agency issues a subpoena, court order, or other valid legal process, the receiving Party or its counsel will give immediate notice to the other Party or Parties, identifying the subpoena, court order, or other valid legal process and the time in which production or disclosure is required.

Notice pursuant to this paragraph shall be provided, in writing, as follows:

If to Settling Defendant:

PacifiCorp  
Office of the General Counsel  
1407 W. North Temple  
Suite 320  
Salt Lake City, Utah 84117

If to Settling Plaintiff:

[To be inserted]

Such notice shall include full and complete copies of any subpoena or papers served on and/or provided to the Parties purporting to seek or require disclosure of information as to this Agreement, or any of its terms, and shall be made by hand delivery, or by Federal Express or other overnight courier.

17. ENTIRE AGREEMENT; AMENDMENT. This Agreement represents and contains the entire understanding of the Parties. There are no representations, covenants, or undertakings other than those expressly set forth in this Agreement. The Parties acknowledge that no party, nor any agent or attorney of any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained in this Agreement to induce the Parties to execute this Agreement. The Parties and each of them acknowledge that they have not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained in this Agreement. Each of the Parties further represents and declares that it, acting through its representatives, has carefully read this Agreement and knows its contents, and has signed this Agreement freely and voluntarily. This Agreement supersedes any and all prior oral or written agreements, representations and understandings concerning the subject matter of this Agreement. No representation, warranty, condition, understanding, or agreement of any kind concerning the subject matter of this Agreement shall be relied upon unless set forth in this Agreement. This Agreement may not be modified or amended except by an express written agreement signed by the Parties hereto that are affected by the change. No waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

18. PREPARATION OF AGREEMENT; CONSTRUCTION; HEADINGS. This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. This Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly. The section headings in this Agreement are for convenience of reference only, will not be deemed a part of this Agreement,

and will in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

19. AUTHORITY. Each signatory hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she signs. This Agreement is freely and voluntarily entered into and executed upon the advice of Parties' respective counsel.

20. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision, provided that in the event that any of the paragraphs 2 through 7 and 12 through 14 above are held to be invalid or unenforceable, the Agreement shall be terminable by either party.

21. COUNTERPARTS AND EXECUTION BY FACSIMILE. This Agreement may be executed in separate original counterparts that together shall form one binding Agreement. The Parties agree that facsimile, scanned, or electronic signatures shall suffice and be binding on them with respect to the execution of this Agreement.

22. EFFECTIVE DATE. This Agreement shall become effective upon the date the Agreement is fully executed by the Parties and their counsel.

23. FURTHER ASSURANCES. The Parties shall perform any further acts, and execute and deliver any documents that may be reasonably necessary to carry out the intent of this Agreement.

24. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflict of laws principles. Any disputes under this Agreement shall be brought in the state courts of Los Angeles County, California, and the Parties hereby consent to the personal jurisdiction and venue of these courts.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT AND EXPRESSLY CONSENT THERETO. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO SEEK ADVICE OF COUNSEL, AND ENTER INTO THIS AGREEMENT HAVING RECEIVED SUCH ADVICE.

DATED: \_\_\_\_\_

For Defendants  
PacifiCorp d/b/a Pacific Power

By: \_\_\_\_\_  
[\*\*\*\*\*]

DATED: \_\_\_\_\_

For Settling Plaintiff [\*\*\*\*\*]

By: \_\_\_\_\_  
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