1	Edward L. Clark Jr. 17061 Bolero Lane	
2	Huntington Beach, Calif. 92649 (714) 448-7145	
3	In Propria Persona	
4	-	
5		
6	IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA	
7	FOR THE COUNTY OF SAN DIEGO	
8		
9	In Re: 2007 Witch Creek Fire, 2003 Cedar and) 2003 Paradise Fires.	Master Case No.: 37-2008-00093080-CPU-PO-CTL
10		Assigned to: Hon. Richard E.L. Strauss
11	SALLY CROSSNO, an individual,	Dept. C-75
12	NORMA STRAUP, an individual, (1) (1) (1) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	DECLARATION OF EDWARD L.
13	Plaintiff(s)	CLARK JR.
14		
15	vs.	
16	}	
17	San Diego Gas and Electric Company, a	
18	California corporation; Sempra Energy, a) California Corporation; and Does 1-100,	
19	inclusive)	
20	Defendants)	
21		
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23)	
24)	
25)	
26)	
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DECLARATION OF EDWARD L CLARK JR

DECLARATION OF EDWARD L. CLARK JR

I, Edward L. Clark Jr., declare as that I have personal knowledge of the following facts and if called upon to testify could and would competently testify to the following:

1. I owned and operated ELC Electric Inc., a high voltage utility contracting company from 1990-2003. I worked for Southern California Edison Company for ten years prior to 1990. I have been performing as an Expert Witness regularly since 1995. I have a combined 31 years experience in utility operations, maintenance, design and construction of overhead and underground high voltage utility lines and substations.

2. As a Transmission/Substation Division Engineer for SCE, I had direct responsibilities for maintenance and construction in the division, which included maintaining compliance with the CPUC, general order 95.. As a utility contractor, I also had direct responsibility for GO-95 compliance issues.

3. I was originally retained as an EXPERT WITNESS by Culbreth and Schroeder representing All State Insurance Company to investigate all 2007 fires in Southern California including the Witch Creek Fire.

4. Upon discovering the origin and cause of the Witch Creek fire, I presented my findings to SDG&E in a meeting on December 17, 2007. Attached hereto and incorporated herein as Exhibit "A" is a picture of where the Witch Creek fire started resulting from SDG&E equipment.

5. During the meeting of December 17, 2007, Brett Culbreth of Culbreth and Schroeder law firm, my employer and representing All State Insurance cut a

deal and entered a Confidentiality agreement in which I refused to sign to keep

Exhibit "B" is a copy of the confidentiality letter SDG&E attempted to get me

my findings, the cause of the 2007 Witch Creek fire from the public and all other Plaintiffs. Attached hereto and incorporated herein by reference as

to sign.

- 6. I am the author of letter attached hereto and incorporated herein as Exhibit "C" dated January 24, 2011 and July 16, 2015 attached hereto and incorporated herein as Exhibit "D" sent to all parties involved
- 7. Attached hereto and incorporated herein as Exhibit "E" is the Declaration I signed for Jennifer Betts in support of forcing SDG&E to preserve the

1	evidence that started the 2007 Witch Creek fire and also the evidence that started the 2003 Cedar Fire and Paradise Fires.		
2	started the 2003 Cedai The and Taladisc Thes.		
3	8. On April 29, 2014, I met with Jennifer Betts and Larry Davis, counsel for SDG&E on a private investigation of the evidence without any other Plaintiffs		
5	present to develop a protocol to preserve evidence.		
6	9. It is my understanding that prior to the work commencing and settling the		
7 8	Jennifer Betts case, SDG&E removed from the protocol, the steps to preserve the evidence on the guy wires that started the Witch Creek fire in 2007.		
9	10. Part of the protocol included the poles where the 2003 Cedar Fire started from		
10	SDG&E design flaw.		
11	11. Attached hereto and incorporated herein as Exhibit "F" is the protocol I was		
12	working on with SDG&E prior to settling with Jennifer Betts.		
13			
14			
15			
16 17	true and correct.		
18	Executed this 23 rd day of July, in Huntington Beach, California.		
19	Executed this 25 day of Jury, in Huntington Beach, Camorina.		
20			
21	By: Solus Mal		
22	EDWARD L. CLARK, Declarant		
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27			

START OF Witch FIRE!!!!!!!



START OF Witch FIRE!!!!!!!



Re: Meeting between Sempra Energy/San Diego Gas & Electric Company (referred to herein as "Sempra") and The Allstate Corporation and/or any subsidiary, including Allstate Insurance Company and Encompass Insurance Company (referred to herein as "Allstate")

In order to promote communication among the parties and to facilitate resolution of any dispute, the participants agree as follows:

- 1. This meeting is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such process from later discovery and/or use in evidence.
- 2. This meeting shall be treated as a mediation and the provisions of California Evidence Code §§ 1115-1128 and 703.5, as attached hereto, apply to this meeting. THIS CONFIDENTIALITY AGREEMENT ("AGREEMENT") EXTENDS TO ALL PRESENT AND FUTURE CIVIL, JUDICIAL, QUASI-JUDICIAL, ARBITRAL, ADMINISTRATIVE OR OTHER PROCEEDINGS.
- 3. The participants' sole purpose in conducting or participating in this meeting is to compromise, settle or resolve their dispute, in whole or in part, and/or provide important information.
- 4. The participants' subsequent oral and written communications in a continuing effort to resolve the dispute are subject to this Agreement. This Agreement may be signed before, during or after the meeting.
- 5. Because the participants are disclosing information in reliance upon this Agreement, any breach of this Agreement would cause irreparable injury for which monetary damages would be inadequate. Consequently, any party to this Agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this Agreement.
- 6. This Agreement applies to all participants and to all information exchanged at the meeting and/or any site visit.
 - 7. Nothing contained in this agreement shall be construed to prohibit Allstate's expert, Edward Clark, from testifying at trial or deposition at any civil judicial, quasi-judicial, arbitral, administrative or other proceeding on Allstate's behalf. Sempra Energy/San Diego Gas & Electric Company agree they will <u>not</u> raise any objections to Edward Clark being called as an expert witness on behalf of Allstate. Expert, Edward Clark, irrespective of this agreement, shall be able to testify in any hearing, deposition, arbitration, proceeding and/or trial regarding his findings, investigation, discoveries, opinions, conclusions and relevant matters surrounding and/or relating to the WITCH fire on Allstate's behalf.

Executed on	
LARRY DAVIS, ESQ. Counsel and Authorized Representative for Sempra Energy and San Diego Gas & Electric Company	BRET CULBRETH, ESQ. Counsel and Authorized Representative for Allstate Insurance Company and Encompass Insurance Company
	EDWARD CLARK Consultant for Allstate Insurance Company and Encompass Insurance Company

CALIFORNIA EVIDENCE CODE

Mediation

- §1115. For purposes of this chapter:
- (a) "Mediation" means a process in which a neutral person or persons facilitate communication between the disputants to assist them in reaching a mutually acceptable agreement.
- (b) "Mediator" means a neutral person who conducts a mediation. "Mediator" includes any person designated by a mediator either to assist in the mediation or to communicate with the participants in preparation for a mediation.
- (c) "Mediation consultation" means a communication between a person and a mediator for the purpose of initiating, considering, or reconvening a mediation or retaining the mediator.
- §1116. (a) Nothing in this chapter expands or limits a court's authority to order participation in a dispute resolution proceeding. Nothing in this chapter authorizes or affects the enforceability of a contract clause in which parties agree to the use of mediation.
- (b) Nothing in this chapter makes admissible evidence that is inadmissible under Section 1152 or any other statute.
- §1117. (a) Except as provided in subdivision (b), this chapter applies to a mediation as defined in Section 1115.
 - (b) This chapter does not apply to either of the following:
- (1) A proceeding under Part 1 (commencing with Section 1800) of Division 5 of the Family Code or Chapter 11 (commencing with Section 3160) of Part 2 of Division 8 of the Family Code.
 - (2) A settlement conference pursuant to Rule 222 of the California Rules of Court.
- §1118. An oral agreement "in accordance with Section 1118" means an oral agreement that satisfies all of the following conditions:
- (a) The oral agreement is recorded by a court reporter, tape recorder, or other reliable means of sound recording.
- (b) The terms of the oral agreement are recited on the record in the presence of the parties and the mediator, and the parties express on the record that they agree to the terms recited.
- (c) The parties to the oral agreement expressly state on the record that the agreement is enforceable or binding or words to that effect.
- (d) The recording is reduced to writing and the writing is signed by the parties within 72 hours after it is recorded.

- §1119. Except as otherwise provided in this chapter:
- (a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.
- (c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.
- §1120. (a) Evidence otherwise admissible or subject to discovery outside of a mediation or a mediation consultation shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation or a mediation consultation.
 - (b) This chapter does not limit any of the following:
 - (1) The admissibility of an agreement to mediate a dispute.
- (2) The effect of an agreement not to take a default or an agreement to extend the time within which to act or refrain from acting in a pending civil action.
- (3) Disclosure of the mere fact that a mediator has served, is serving, will serve, or was contacted about serving as a mediator in a dispute.
- §1121. Neither a mediator nor anyone else may submit to a court or other adjudicative body, and a court or other adjudicative body may not consider, any report, assessment, evaluation, recommendation, or finding of any kind by the mediator concerning a mediation conducted by the mediator, other than a report that is mandated by court rule or other law and that states only whether an agreement was reached, unless all parties to the mediation expressly agree otherwise in writing, or orally in accordance with Section 1118.
- §1122. (a) A communication or writing, as defined in Section 250, that is made or prepared for the purpose of, or in the course of, or pursuant to, a mediation or a mediation consultation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if either of the following conditions is satisfied:
- (1) All persons who conduct or otherwise participate in the mediation expressly agree in writing, or orally in accordance with Section 1118, to disclosure of the communication, document, or writing.
- (2) The communication, document, or writing was prepared by or on behalf of fewer than all the mediation participants, those participants expressly agree in writing, or orally in accordance with Section 1118, to its disclosure, and the communication, document, or writing does not disclose anything said or done or any admission made in the course of the mediation.

- (b) For purposes of subdivision (a), if the neutral person who conducts a mediation expressly agrees to disclosure, that agreement also binds any other person described in subdivision (b) of Section 1115
- §1123. A written settlement agreement prepared in the course of, or pursuant to, a mediation, is not made inadmissible, or protected from disclosure, by provisions of this chapter if the agreement is signed by the settling parties and any of the following conditions are satisfied:
- (a) The agreement provides that it is admissible or subject to disclosure, or words to that effect.
 - (b) The agreement provides that it is enforceable or binding or words to that effect.
- (c) All parties to the agreement expressly agree in writing, or orally in accordance with Section 1118, to its disclosure.
- (d) The agreement is used to show fraud, duress, illegality that is relevant to an issue in dispute.
- §1124. An oral agreement made in the course of, or pursuant to, a mediation is not made inadmissible, or protected from disclosure, by the provisions of this chapter if any of the following conditions are satisfied:
 - (a) The agreement is in accordance with Section 1118.
- (b) The agreement is in accordance with subdivisions (a), (b), and (d) of Section 1118, and all parties to the agreement expressly agree, in writing or orally in accordance with Section 1118, to disclosure of the agreement.
- (c) The agreement is in accordance with subdivisions (a), (b), and (d) of Section 1118, and the agreement is used to show fraud, duress, or illegality that is relevant to an issue in dispute.
- §1125. (a) For purposes of confidentiality under this chapter, a mediation ends when any one of the following conditions is satisfied:
 - (1) The parties execute a written settlement agreement that fully resolves the dispute.
- (2) An oral agreement that fully resolves the dispute is reached in accordance with Section 1118.
- (3) The mediator provides the mediation participants with a writing signed by the mediator that states that the mediation is terminated, or words to that effect, which shall be consistent with Section 1121.
- (4) A party provides the mediator and the other mediation participants with a writing stating that the mediation is terminated, or words to that effect, which shall be consistent with Section 1121. In a mediation involving more than two parties, the mediation may continue as to the remaining parties or be terminated in accordance with this section.
- (5) For 10 calendar days, there is no communication between the mediator and any of the parties to the mediation relating to the dispute. The mediator and the parties may shorten or extend this time by agreement.

- (b) For purposes of confidentiality under this chapter, if a mediation partially resolves a dispute, mediation ends when either of the following conditions is satisfied:
- (1) The parties execute a written settlement agreement that partially resolves the dispute.
- (2) An oral agreement that partially resolves the dispute is reached in accordance with Section 1118.
- (c) This section does not preclude a party from ending a mediation without reaching an agreement. This section does not otherwise affect the extent to which a party may terminate a mediation.
- §1126. Anything said, any admission made, or any writing that is inadmissible, protected from disclosure, and confidential under this chapter before a mediation ends, shall remain inadmissible, protected from disclosure, and confidential to the same extent after the mediation ends.
- §1127. If a person subpoenas or otherwise seeks to compel a mediator to testify or produce a writing, as defined in Section 250, and the court or other adjudicative body determines that the testimony or writing is inadmissible under this chapter, or protected from disclosure under this chapter, the court or adjudicative body making the determination shall award reasonable attorney's fees and costs to the mediator against the person seeking the testimony or writing.
- §1128. Any reference to a mediation during any subsequent trial is an irregularity in the proceedings of the trial for the purposes of Section 657 of the Code of Civil Procedure. Any reference to a mediation during any other subsequent noncriminal proceeding is grounds for vacating or modifying the decision in that proceeding, in whole or in part, and granting a new or further hearing on all or part of the issues, if the reference materially affected the substantial rights of the party requesting relief.
- §703.5. Judges, arbitrators or mediators as witnesses; subsequent civil proceeding. No person presiding at any judicial or quasi-judicial proceeding, and no arbitrator or mediator, shall be competent to testify, in any subsequent civil proceedings, as to any statement, conduct, decision, or ruling, occurring at or in conjunction with the prior proceeding, except as to a statement or conduct that could (a) give rise to civil or criminal contempt, (b) constitute a crime, (c) be the subject of investigation by the State Bar or Commission on Judicial Performance, or (d) give rise to disqualification proceedings under paragraph (1) or (6) of subdivision (a) of Section 170.1 of the Code of Civil Procedure. However, this section does not apply to a mediator with regard to any mediation under Chapter 11 (commencing with Section 3160) of Part 2 of Division 8 of the Family Code.



1/24/2011

Mssrs: Larry Davis, SDG&E, Howard Windsor, Cal Fire Jim Garrett, Cal Fire Bret Culbretth, Culbreth & Schroeder Raffy Stepanian, CPUC, Fadi Daye, CPUC Mahmoud Antabli, CPUC Raymond Fugere, CPUC Michael Aguirre, SD City Attorney Jeff McDonald, Union Tribune Miriam Raftery, East County Magazine Brooke Beare, Fox 6 news.

Notice to All Messrs: above

This notice should serve to put all parties above on notice that I have completed a screen play for a complete motion picture portraying how corporate America in the Modern Day Wild West, "Circles the Wagons": utilizes and manipulates the media and the court system to force others to pay for damages they themselves have caused.

The movie is written from my book "Circle the Wagons" and incorporates past cases I have worked on for Sempra Energy in order to demonstrate my technical competence to the audience, along with my previous relationship with Sempra Energy. The movie portrays what I feel is the largest successful corporate cover up known today in modern day history involving SDG&E and Sempra Energy and how the legal system is used to intentionally pass the bulk of the costs of the 2003 and 2007 fires off to the insurance companies and ultimately the end user or rate payer. It includes two government agencies, the CPUC and Cal Fire, who would not work together, refused multiple requests for meetings of the minds with all parties involved trying to determine cause and origin of fires, intentionally failed to disclose their findings shown by me in person to the public and worked in harmony with SDG&E to cover up the cause of the 2003 Cedar and Paradise fires and the 2007 Witchcreek Fire. This all resulted from the realization that a man has been falsely prosecuted, by CAL FIRE, for the 2003 Cedar Fire.

The most alarming part of the movie is although the property owner, where the Witch Creek Fire started, do to his own dispute/settlement would not allow me to drive on his property to see what SDG&E has or has not done, I recently chartered a helicopter to fly the line, looked from a distance, only to find at least from the air, it appears the wrong design still exists today, five years later, exposing the San Diego community to the probability of more fires.

Consequently, the ending of the movie, as I fly off into the sunset, leaves the audience with the sick realization that the corporate giant SDG&E and its parent company Sempra Energy has no interest in public safety, only corporate bottom line profits and hiding behind the legal system to hide the truth. It is imperative that the ending of the movie be correct.

The Electrical Expert Wilness

If I am wrong and modifications have been made to the ground rods installing shunts across the connection, that I may not be able to see from the air, please make arrangements to show me in person as my only interest is portraying the truth. Failure to contact me by February 11, 2012 will confirm the ending of the movie is correct.

In addition, please note the screen play is currently getting reviewed for a legal opinion for liability so I can proceed with insurance and packaging for distributing to interested parties for production. I currently have utilized the real names of all messrs: above as I feel working for a public company, government agency, or a law firm, the public has a right to know what decisions or lack thereof are made, why, and by who. If there is an objection to utilizing your real name, please provide me with a written objection from your attorney so I can pass on to counsel for evaluation.

Please note that all information contained in the movie is all based on my personal knowledge, written documentation between parties, investigations and publications, which can be found on my website.

Send objections to my attention at 5582 McFadden Ave. Huntington Beach, Cal 92649.

Cc: Debra Reed, SDG&E
Jessie Knight, SDG&E
Michael R. Niggli, SDG&E
Dennis Arriola, SDG&E
W Davis Smith SDG&E
Pamela Fair SDG&E
Don E Felsinger, Sempra Energy

Sincerely.

Edward L. Clark Jr.
The Electrical Expert



July 16, 2015

Mssrs. Larry Davis, SDG&E, Howard Windsor, Cal Fire, Jim Garrett, Cal Fire, Brett Culbreth, Culbreth and Schroeder, Raffy Stepanian, CPUC, Fadi Daye, CPUC, Jeff McDonald, Union Tribune, Miriam Raftery, East County Magazine

SUBJECT: CAUSE OF 2007 WITHCREEK FIRE, 2003 CEDAR & PARADISE FIRES

Notice to All Mssrs.:

This notice should serve as final request for information and notice to all parties above as a follow up to my letter sent to you January 24, 2011. Please be advised that I have now completed the revised screen play for the movie Circle the Wagons. I previously put my efforts on hold resulting from pending litigation and my retention on a subsequent case against SDG&E with Jennifer Betts.

Fortunately the delay allowed me to connect the dots and understand the refusal of SDG&E to fix a simple problem that put the public safety at continued risk. The movie has been revised to include the Jennifer Betts story, the threats to her to force settlement by SDG&E counsel, the private field visit with Larry Davis, Counsel for SDG&E and Sempra Energy without any other Plaintiffs present, the protocol developed to preserve the remaining evidence that caused the Witch Creek Fire and SDG&E failure to preserve vital evidence following Jennifer Betts settlement.

The movie is a classic example of how a fortune 500 company, choosing corporate greed over Public Safety, can hide behind the legal system and create a defense, WHEN THEY HAVE FULL KNOWLEDGE AND UNDERSTANDING OF THE TRUTH, in order to try to justify a rate increase later AT THE CPUC when the dust settles and all of the litigation is over. It makes me sick to my stomach that the <u>rate increase</u> is more important than the safety of the public SDG&E serves. It is even more disturbing that we have two government agencies the CPUC and CAL FIRE who have looked the other way and chose not to disclose their findings to the public, since neither organization had the technical expertise to understand the technical nature or the design error, consequently being easily manipulated by SDG&E. A private field visit with myself Larry Davis, Jennifer Betts and others on April 29, 2014, almost 7-years after the Witch creek Fire to finalize protocol for preserving evidence, revealed SDG&E has continued to play Russian Roulette with the lives of the citizens in San Diego County for almost seven years and as of that date has still not corrected a simple problem. Ironically on this day, it was discovered that

The Electrical Expert Witness

SDG&E had removed and destroyed all of the yellow guy guard covers where evidence of arcing occurred. Larry Davis, Counsel for Sempra and SDG&E refused to allow me to open up the new yellow guy guard covers together in his presence to see if any arcing has occurred since the covers were replaced by SDG&E to remove the evidence originally given to them. You can only imagine the predicament Larry Davis, Sempra and SDG&E would be in if I showed Larry Davis in person the evidence of arcing and he still refused to fix. The fact that Larry Davis refused to let me open the covers to see for himself amd said he was not interested in seeing the evidence tells the entire story.

As part of the cover up, SDG&E has utilized the process to completely up grade their system with Steel poles and will attempt to pass the cost off to the rate payers to cover up to the real and underlying problem. The only consolation is this same design existed and started the 2003 Cedar and Paradise fires. Since people died in 2003, there is not a Statute of Limitation once the appropriate people who feel an obligation, properly investigate the cause of these fires.

I was aware, that SDG&E as a utility could go out and fix the problem when discovered and not have it be used against them in civil law suits. I could not understand the position taken and could not believe Larry Davis would not direct SDG&E to fix the problem. The evidence is clear and cannot be contradicted. I was not aware it would prevent SDG&E from passing on the costs to the rate payers. It took me a long time to understand and believe SDG&E actions have been intentional, with malice, with the intent to defraud the public and the PUC IN ORDER TO GET A RATE INCREASE APPROVED LATER BY THE CPUC.

To date I find it hard to believe that Larry Davis has been able to squash and prevent any depositions by those who know and understand the design error and from those who had knowledge of my findings. Namely: Glenn Drouns, (property owner), Robert Reinhardt, (Private investigator from Larry Rohr Investigations and retired Fire Captain) who took samples of carbon to lab to verify arcing, Brad Phillipson (Private Investigator from Larry Rohr investigations who also took samples for lab and a retired Fire Captain), Jim Garret (Cal Fire who I personally showed where the fire started), Steve Antabli (CPUC who I personally showed where the fire started and admitted to evidence of arcing to Jeff McDonald at the Union Tribune), Howard Windsor (Cal Fire who had knowledge I corresponded with). All of the above were on the PCG-1 attorneys lists for witnesses. Deals were cut and settled by Sempra to prevent testimony of key witnesses to prevent a record being made. That is one way to defend a case!

I am pleased to learn that my ORIGINAL Client representing Allstate obtained one of the largest insurance settlements in California history. However, I find it hard to believe that the confidentiality contract that I refused to sign, but was signed by Brett Culbreth upon me disclosing to Larry Davis and SDG&E team of Engineers the cause of the Witch Creek fire has some how prevented the depositions from being taken and the truth being revealed by those who have knowledge of my findings.



Please note that the movie is based on my personal knowledge, written documentation between the parties and my experience specifically to this case, most of which can be found on my Web site. I would like to confirm whether of not the design error with two down guys attached with a common bolt has been corrected throughout the SDG&E service territory.

Please send any objections OR INFORMATION to my attention at 5582 McFadden Ave., Huntington Beach, California 92649

Conclusion: I will challenge any person in a government position starting with the Governor of our state to pick up the phone and call me or schedule a meeting to start the process of a proper investigation. A man was falsely prosecuted in the 2003 Cedar Fire. This design also started the 2003 paradise fire as well as the 2007 Witch Creek fire. SDG&E and their Parent company Sempra Energy has had full knowledge and intentionally risked the lives of the people who live in San Diego County in their effort to obtain a rate increase from the PUC despite their error in design. I would challenge you to bring any competent relay protection Engineer(s) from any Electrical Utility who has full knowledge and understanding of ground relays and system protection to attend as your advisor. I would suggest several Relay Protection Engineers including from SDG&E. I can be reached directly on my cell phone at (714) 448-7145.

My CV and information I provided to the CPUC can be found on my website www.theelectricalexpert.com

Sincerely,

Edward L. Clark Jr.

Cc: California Governor: Jerry Brown

SDG&E: Jessie Knight, Jeffery Walker Martin, Steven D. Davis, David Geier, Erbin Keith CPUC: Michael Picker, Mike Florio, Catherine Sandoval, Carla Perman, Liane Randolph Cal Fire: Ken Pimlott, Janet Barentson, Tonya Hoover, Dave Teter, Keith Larkin

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facts and if called upon to testify could competently testify to the following:

My background includes 25 years of extensive Electrical Utility design, maintenance and construction experience combined with a BS Electrical Engineering degree. I owned and operated my own Electrical High Voltage Utility Construction and Maintenance company that exceeded at one point 250 employees for 15-years. I have been testifying extensively on utility related matters since the mid 1990's. I have been retained on several occasions by Larry Davis of Sempra Energy.

Soon after the Witch Fire began on October 21, 2007, Attorney Bret Culbreth of Culbreth Schroder LLP requested that I join, Brad Phillipson and Robert Reinhold to investigate the cause and origin of all the Southern California 2007 fires which included the Witch Creek fire. The date was October 1, 2007. Upon arrival to the sight of the Witch Creek fire, I immediately identified a design error on the SDG&E 69kv Subtransmission line known as TL 637. I explained the design error to Mr. Phillipson and Mr. Reinhold along with the significance of the basic design mistake and informed them we would find arcing at ground level. Upon investigation, Mr. Phillipson, Mr. Reinhold and myself found multiple locations of Electrical arcing at ground level and determined that there were at least two specific origin areas for ignition the Witch Fire, at Pole 416679 and at Pole 416685, caused by arcing from the down guy wires into nearby brush. I determined that the cause for the arcing was the fact that both down guys on each pole (indeed on every pole they viewed) were connected through the same metal bolt at the top of the poles, creating and allowing a path for Electricity to flow during a utility ground fault or system disturbance. Mr. Phillipson and Mr. Reinhold are retired

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Fire Captains and Professional Arson investigator who took many photographs and samples of black residue from the locations where arcing was observed, including where the down guy and anchor eye met on Pole 416679. Mr. Philipson, Mr. Reinhardt and myself had determined the specific and general origin area for the Witch Fire and on November 5, 2007, we revisited the site, escorted there by property owner Glenn Drown. Further, two of the black residue samples were taken and submitted by Brad Phillipson on November 29, 2007 for testing at S & N Labs in Santa Ana, California. On November 8, 2007, Following a request by me to inform SDG&E of my findings to prevent future fires, Attorney William M. Loscotoff and Attorney Bret Culbreth, both of Culbreth and Schroder, advised me in an e-mail that a conference call had been set up on November 30, 2007 at 10:00 AM for me to report my findings regarding the cause and origin of the Witch Fire first to Allstate to get permission to present my findings to SDG&E. I reported my findings of the cause and origin of the Witch Fire to Allstate. During this call I advised all on the conference call that we had a duty to the public to inform SDG&E of my findings to prevent future fires. On December 4, 2007, Neil E. Springarn, Ph.D. President of S&N Labs completed his Report of Analysis indicating that both samples submitted to him (from #1 E Down Guide (sic) and #2 W Down Guide(sic) tested positive for electrical arcing, confirming and proving my findings. These samples were taken by Mr. Phillipson, with Mr. Reinhardt and myself present. The results found proved Electrical arcing is occurring at ground level in the presence of dry grass. The chemical composition of such black residue, if merely from a fire, would be different as compared to black residue specifically caused by electrical arcing

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and would not contain the elements of metal found in an Electrical Arc, The black residue was found inside the protective covers and at the very point of arcing.

I provided Mr. Culbreth, Mr. Larry Davis (Counsel for Sempra) contact information as a reliable source to present my findings to since I had worked with Mr. Davis Extensively in the past. On December 4, 2007, Mr. Culbreth sent an e-mail to Attorney for Defendant, Larry Davis, informing him that he represented Allstate and that he had hired me and others to investigate the cause of the fires and also requesting a meeting with Mr. Davis and some of his engineers to share important information with them. (It should be noted that Mr. Davis knows me personally since Mr. Davis had directly hired me and retained me as an expert to work for him and SDG&E as their own Electrical Engineer Expert Witness on many prior occasions). Later that day, I requested Mr. Culbreth to inform Mr. Davis to have present at the meeting an SDG&E Protection Engineer, a Transmission Engineer and a senior executive of SDG&E, so that collectively, they had the experience to understand my findings. On December 7, 2007, Jessica Camplin of Larry Rohrer Investigations, Inc. faxed a copy of the lab report to Mr. Clark, who thereafter provided it to Mr. Culbreth. A copy of such lab report and fax transmittal sheet is attached as Exhibit 18 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. Davis. On December 17, 2007, I attended a meeting held at Larry Davis' SDG&E office between Mr. Culbreth, Mr. Davis, myself and three other SDG&E employees. During the meeting and subsequent to my presentation, upon the three SDG&E employees acknowledging my findings and the danger to the public. Mr. Davis abruptly ended the meeting and directed the SDG&E employees to stop talking and Mr. Davis

ended the meeting and would not have any further discussions. At the conclusion of the meeting, Mr. Davis presented Mr. Culbreth and me with a Confidentiality Agreement previously sent via e-mail, which both Mr. Davis and Mr. Culbreth executed in my presence. I refused to sign such Confidentiality Agreement, believing that it was not in the public interest of safety for cause of the Witch Creek fire to be hidden and kept confidential. I also believed that Mr. Culbreth was agreeing to not disclose the cause and origin findings to CalFire in executing the Confidentiality Agreement. I was informed by Mr. Culbreth of a conference call the next day with Cal Fire. Mr. Culbreth informed me, he was going to join in but not tell Cal Fire of our findings. I requested the call in information so that I could disclose to Cal Fire myself. Mr. Culbreth refused to let me join in, and threatened me with a law suit if I told anyone of my findings. An unsigned copy of such Confidentiality Agreement is attached as Exhibit 19 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. I presented a copy of the lab report at Exhibit 18 as well as a visual presentation of his findings via slideshow power point presentation, a similar printed copy of such my visual presentation is attached as Exhibit 20 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. I also identified Pole Numbers 416676, 416679, 416685, 416686 and 416689 of TL637 as Poles where Phillipson, Mr. Reinhardt and myself documented evidence of electrical arcing and also identified all TL637 Poles observed in the area (ie. those with down guy supports) as exhibiting improper downguy attachment at the pole in violation of General Order 95 (hereinafter "GO 95"). I also suggested how such improper downguy attachment could be remedied. Subsequent to the meeting, I informed Mr. Culbreth that the threat to public

not, in good conscience, keep his findings confidential from the public and Mr. Clark thereafter severed all ties with Mr. Culbreth. On December 18, 2007, Mr. I established the website www.theelectricalexpert.com and uploaded my findings, including the report presented to Mr. Davis and SDG&E, such that those findings were made available to the public. In an attempt to rebut my findings, now made public, SDG&E uploaded a document entitled "SDG&E Response to Ed Clark's Claims, January 11, 2008" (hereinafter "SDG&E'S Response") to their website and/or provided it to the media. SDG&E'S Response indicated that it did not agree with my interpretation of the GO95 Rules and that the black patches I determined were caused by electrical arcing were actually "black spots ... of old paint." However, there is no indication that SDG&E ever submitted samples of the black residue from the locations indicated by me to a lab for chemical testing to support their "black paint" explanation. A copy of SDG&E's Response is attached as Exhibit 21 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence.

safety, including the safety of SDG&E's own employees, was so severe, that he could

Frustrated by SDG&E's Response and extremely concerned for public safety, I called a meeting with Mr. Mahmoud (Steve) Antabli, Raffy Stepanian, Fadi Daye and Raymond Fugere, all of the California Public Utilities Commission. I met with these men on January 15, 2008 in Los Angeles to review my findings regarding the San Diego Fires and to explain why SDG&E's Response, and specifically why SDG&E's interpretation of the GO95 Rules at issue, was inaccurate. It was also acknowledged in this meeting that the information was being provided by me to the CPUC due to their ongoing investigation as to the cause of the fires. It was acknowledged by those

present in the meeting that none CPUC employees present were utility Engineers or had a utility Engineering back ground. I also to meet with the men in attendance at the locations, in San Diego starting at pole 416686 and "working their way back" to Poles 416679 and 416685 (the poles identified as each being an independent source of ignition for the Witch Fire), such that all could observe the condition of the poles, their construction and so they could independently evaluate my findings. I also made a request to have Cal Fire present at the investigation. On January 16, 2008, I sent an e-mail to Mr. Antabli, Mr. Stepanian, Mr. Daye and Mr. Fugere memorializing the prior day's meetings and what had occurred and renewing his offer to meet with them at the site. A copy of such January 16, 2008 e-mail is attached as Exhibit 22 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence.) Mr. Raffy Stepanian (the CPUC program manager then in charge of safety and reliability) opened an investigation due to my findings and sent Mr. Mahmoud (Steve) Intably to meet me at the site in question on February 7, 2008. I was told by Mr. Raffy Stepanian that a team from the CPUC would join in the investigation. The CPUC only sent one individual, Mr. Mahmoud (Steve) Intably. Following the meeting with Mr Mahmoud (Steve) Intable, I contacted Jeff McDonald of the Union Tribune and informed him our meeting had concluded. Mr. McDonald then called Mr. Mahmoud (Steve) Intable on the phone. Following his discussion with Mr. Intable, Mr McDonald called me back and informed me that Mr Mahnoud (Steve Intable agreed with my findings). On February 10, 2008, the Union Tribune published an article by Staff Writer Jeff McDonald which memorializes my findings in detail and quotes Mr. Stepanian as indicating "This is a very serious concern for me." Mr. McDonald's article also states that "PUC officials"

said the situation outlined by me needs to be investigated regardless of whether it violates existing regulations." For his article, Mr. McDonald also contacted Mohamed El-Sharkawi, a professor of electrical engineering at the University of Washington and Martin Graham, a University of California Berkely professor emeritus who has 'researched electrical transmission extensively' for their opinions on the issue for his article. Mr. McDonald quotes Mr. El-Shakawi as saying "[I]f you allow current to go through that guy wire and you have loose fitting somehow, then you would expect there might be some arcing. ... Somebody needs to look into that," and Mr. Graham as quoting "Clark is right; it's a very big problem." Such February 10, 2008 Union Tribune Article by Jeff McDonald is attached as Exhibit 23 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. On February 13, 2008, I sent an email to Mr. Intably at the CPUC thanking him for letting him show him what I found on Transmission Lines 637 and 682 and memorializing what they together observed. In my e-mail, I also wrote the following:

"As we were driving around, you had mentioned that you felt SDG&E would ask the PUC for the money to remedy this problem to the tune of millions of dollars that would then be passed on to the rate payers."

I also suggested how the problem could immediately be fixed at a very small cost and also stated:

"I would suggest a mandate to fix this problem immediately, and report any other locations if found to evaluate the potential cause of past fires. By just adding the bolt and separating the down guy, the existing down guy conductors can be re-connected without replacing down guy conductor, to prevent from removing any evidence, at ground level, do (sic) to potential pending litigation. To me this is a small price to require SDG&E to pay when you

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consider the overall cost of just the Witch Fire to the community. Hopefully this will let you understand my frustration that SDG&E did not fix immediately upon me presenting the problem to them. It is wrong for executives to hide behind pending litigation, not take immediate action when this problem was brought to their attention, when public safety is at risk."

A copy of Mr. my e-mail to Mr. Intably dated February 13, 2008 is attached as Exhibit 24 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence.

On March 12, 2008, I submitted an outline of the cause and origin of the Witch Fire to Mr. Mahmoud (Steve) Antabli of the CPUC, pursuant to Mr. Antabli's request. A copy of such outline is attached as Exhibit 28 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence.

Due to my findings, I was invited to speak at a San Diego County Fire Chiefs' Association and Fire District's Regular Meeting, held on April 3, 2008, the Agenda of which is attached as Exhibit 30 to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. As a result of this meeting, I met with Jim Garrett of Cal Fire at the origin site of the Witch Fire. I explained to Mr. Garrett my findings regarding the cause and origin of the Witch Fire. I was again surprised that only Mr. Garrett from Cal Fire attended the site investigation. I learned from Mr. Garrett that he was the Prosecutor of the Lost Hunter in the 2003 Cedar Fire. I informed Mr. Garrett that I believe he falsely prosecuted an innocent man and that I also proved this same design problem caused the 2003 Cedar Fire as well as the 2003 Paradise fire. The tone of the meeting Mr. Garrett was difficult and best as at the time I made the comments regarding the Cedar and Paradise fires and implying the Lost Hunter was a

fall guy, I had know idea I was attacking Mr. Garrets credibility. On May 27, 2008, Mr. I spoke with Mr. Antabli of the CPUC on the phone wherein Mr. Antabli requested that I provide him with the Construction Methods TO201 from the Southern California Edison Construction Methods Book. I provided Mr. Antabli with such Construction Methods as an attachment to his e-mail to Mr. Antabli dated May 28, 2008. A copy of such May 28, 2008 e-mail and its' attachment is attached as **Exhibit 31** to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. In such e-mail, I stated that "[Y]ou indicated yesterday, you are still waiting for a report from CalFore. My field meeting with a CalFire representative revealed that CalFire feels the arcing and down guy design falls under the PUC jurisdiction, hence I understand Cal Fire is waiting for the PUC report on this issue."

On July 1, 2008, Matthew Gilbert of CalFire issued CalFire's Investigation Report of the Witch Fire (hereinafter the "CalFire Report. Mr. Matthew Gilbert failed to report my findings and failed to disclose my presentation at a fire Chiefs meeting with Cal Fire or the meeting I had with Mr. Garrett. Furthermore, Mr. Matthew Gilbert never attempted any contact with me, to discuss my findings prior to his published report.

The Report of the Consumer Protection and Safety Division Regarding the Guejito, Witch and Rice Fires, dated September 2, 2008 (hereinafter the "CPSD Report") is attached as **Exhibit 34** to Lodgment to Ex Parte Application for Preliminary Injunction to Preserve Evidence. The CPSD Report, submitted by Richard Clark, Julie Halligan, Edward Moldavsky and Raffy Stepanian of the CPSD, a Division of the CPUC. Specifically, the "Investigation of the Witch Fire" is interior to the Report and was written by Mahmoud (Steve) Intably of the CPUC. The CPSD Report cites the

CalFire Report for the cause and origin of the Witch Fire, but chastises SDG&E for not giving immediate access to witnesses, sites or other evidence requested by the CPUC in the course of the CPSD investigation. Still, despite my meeting in Los Angeles and subsequent field investigation combined with Mr. Intable admission to Jeff McDonald arcing has occurred, Mr. Intably makes no mention of my findings, our meetings or pending investigation in his report.

I have made several requests to Cal Fire and the CPUC to have a joint meeting with SDG&E to review and educate all involved. My request have gone unanswered. It is my opinion that the CPUC and Cal Fire have worked in concert with SDG&E and intentionally omitted key facts disclosing the truth about a basic design problem starting the 2007 Witch Creek fire that would re-open the cause of the 2003 Cedar and Paradise fires, where a lost Hunter was falsely prosecuted.

DATED: March 11, 2014

Edward L. Clark, Declarant

PROTOCOL for the REMOVAL of ADDITIONAL CONDUCTOR and RELATED ITEMS FROM THE WITCH CREEK FIRE AREA

PRELIMINARY COPY (6/3/14)

A. BACKGROUND

Previous protocols have covered the field inspection of conductors, poles, and associated hardware; the removal of certain conductors, poles, and hardware; the inspection of the preceding items while in the custody of Cal-Fire; and the metallurgical testing of certain samples taken from the conductors. Physical activities associated with the foregoing protocols have been completed.

The purpose of this protocol is to outline the procedures to be followed to remove additional conductor that was not removed during the original Witch protocol and that was not removed under the previous additional protocols. This protocol also outlines the procedures to be followed to obtain additional physical evidence that will become available when Tie Line 637 is rebuilt as part of an SDG&E system improvement program.

B. DATE/TIME OF REMOVAL AND TESTING

The actual time of the work will be announced after approval of this protocol and scheduling of the necessary line outage to accommodate the conductor removal and replacement. Portions of this protocol must also be coordinated with the work of the contractor who is rebuilding Tie Line 637.

C. OBJECTIVES OF REMOVAL

- 1. The purpose of this protocol is to outline the procedure to remove one span of three phases of the conductor that is part of 69KV Tie Line 637 between poles 416673 and 416674. This will involve removal of the conductor and the 3 south deadend insulators on pole 416674 will also be removed and placed in evidence.
- 2. At a later date(s), in coordination with the tie line rebuild, the top portion of existing pole 416674 will be removed and placed in evidence complete with its crossarms, guy wire attachments, and a portion of the guy wires.
- 3. At a later date, in coordination with the tie line rebuild and when available, the anchor rod and a portion of the guy wire for the existing north anchor of pole 416674 will be unscrewed from the anchor plate and placed in evidence.
- 4. At a later date, in coordination with the tie line rebuild and when available, the anchor rod and plate and a portion of the guy wire for the existing south anchor of pole 416674 will be removed through excavation and placed in evidence.

- 5. At a later date, in coordination with the tie line rebuild and when available, the butt of pole 416674 will be pulled and inspected and may be placed in evidence.
- 6. At a later date, in coordination with the tie line rebuild and when available, certain portions of poles 416679, 416685, 416686, and 416689 and their associated guy wires, attachment hardware, guy guards, and anchor rods will be removed and placed in evidence. All work to achieve the objectives of this section (6) will be paid for by plaintiff Jennifer Betts.

D. GENERAL GUIDELINES

- 1. All persons at the site will sign a master Sign-in Sheet stating their name, employer/company name, address, telephone number, e-mail address, and the Interested Party they are representing. The sign-in procedure will also serve as each participant's acknowledgement that they have received and will be bound by the terms of this protocol.
- 2. In order to minimize physical impact and disruption to the private property involved in this procedure, all persons who will be attending the day's procedure will meet at Dudley's Bakery's parking lot at 30218 Highway 78, Santa Ysabel, at 8:00 A.M. The group will then enter the easement road as a caravan so that there is as little disturbance as possible. All gates must be kept closed after each use.
- 3. The area where this procedure will be carried out will be considered a work site and all participants on-site will wear the following personal protective equipment (PPE) to be provided by each participant:
 - a. Hard hat
 - b. Long pants
 - c. Closed toe shoes or boots

It is recommended that all participants wear boots with ample ankle support because of the uneven terrain. Also be aware that poisonous snakes and aggressive bees may be in the area.

- 4. All work related to physical contact with the SDG&E facilities and equipment will be performed by SDG&E personnel using SDG&E equipment except as noted.
- 5. For the purposes of this protocol, the transmission lines azimuth will be considered to be north-south. This will allow for easier descriptions. The line's actual azimuth is approximately northeast-southwest.
- 6. Each Interested Party may photo-document the proceedings. SDG&E will arrange for a video recording to be made of the proceedings with the provision that the audio recording function will be disabled except during the orientation and safety briefing.

- 7. Only items specifically referenced in this protocol will be removed and/or inspected.
- 8. In the event that unforeseen information is discovered during the execution of this protocol, additions or deletions to this protocol can be made at the site by mutual agreement of all the attending parties. During the removal and inspection, all deviations from this protocol will be documented and approved by the attending Interested Parties.

E. ITEMS TO BE REMOVED OR ASSESSED

- 1. The items to be removed under Section C.1. are the three phase conductors in the span between poles 416673 and 416674. Specifically, the conductors for each phase will be removed complete with deadend shoes intact and at least four feet of the deadend jumper on each pole (this length may be adjusted to accommodate the locations of existing connectors in the jumpers). The south-side deadend insulators on pole 416674 will also be removed and replaced.
- 2. The item to be removed under Section C.2. is the top section of existing pole 416674. The pole will be cut four (4) feet below the bottom of the lower Hubbard brace for the bottom crossarms or at fifteen (15) feet from the top of the pole, whichever is greater.. The guy attachments and a portion of each guy wire will remain connected to the pole and will be protected during transit.
- 3. The item to be removed under Section C.3. is the north anchor rod for existing pole 416674 and a short portion of the guy wire. Only the rod will be removed. If the rod cannot be unscrewed from the plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off.
- 4. The item to be removed under Section C.4. is the south anchor rod and plate and a short portion of the guy wire. This will require excavation to remove the rod and plate intact. The method of excavation will be determined after making a further examination of the soil conditions.
- 5. The item to be removed under Section C.5. is the butt of pole 416674. The rebuild contractor will cut the pole off as directed by SDG&E so that the butt can be pulled.
- 6. The items to be removed under Section C.6. apply to poles 416679, 416685, 416686, and 416689. In each case, the guy guards will be marked with the pole number and guy location and kept intact with a short portion of the guy wire and protected for shipment. The remaining portions of the guy wires will be marked and removed and placed in evidence. The attachment hardware on the poles will be left in place and bubble wrapped to protect it during transit. The anchor rods will be marked and unscrewed from the anchor plates. In any anchor rod cannot

be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Portions of each pole where the guy attachment hardware is located with be cut out and preserved as evidence. The guy hardware will be left intact with a short section of the guy attached. In the case of pole 416686, the entire pole will be sectioned and placed in evidence.

7. When the pole butts for old poles 416675, 416676, and 416677 are removed, the depth of the portion of the pole below grade will be measured and photodocumented.

F. REMOVAL PROCEDURE – CONDUCTOR (SECTION C.1.)

- 1. SDG&E personnel will obtain the necessary clearance to work on 69KV Tie Line 637 and will ground the line in accordance with SDG&E's practices.
- 2. SDG&E crew (hereafter referred to as "crew") will cut the deadend jumpers on pole 416673 and 416674, leaving the span conductors and deadend shoes intact.
- 3. Crew will mark each phase as directed using red for A phase, green for B phase, and white for C phase at each end of the span. Evidence tags, indicating the end of each conductor involved, will be attached to the deadend shoes after the spooling process.
- 4. Crew will remove and replace the south-side deadend insulators on pole 416674, marking each insulator with the above mentioned color code.
- 4. Crew will perform necessary actions to string a new conductor to replace the affected sections between poles 416673 and 416674.
- 5. Crew will spool the removed conductor onto a reel of sufficient diameter. Protective wrap may be applied to certain areas, such as the deadend shoes, to prevent physical damage to the conductor. Prior to spooling, the north end of the conductor will be marked with blue paint and tape markings and the south end of the conductor will be marked with yellow paint and tape markings.
- 6. The reel containing the removed conductor will be marked by the evidence custodian and delivered to the evidence storage facility in El Cajon, California.
- 7. On completion of all electrical work on and in the vicinity of the transmission line, all personnel will be notified that the line will be reenergized and SDG&E will take steps to return the line to service.

G. REMOVAL PROCEDURE – POLE 416674 TOP SECTION (SECTION C.2.)

1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the top of pole 416674 will be available for removal.

- 2. The contractor will remove all conductors and insulators from pole 416674. The guy wires and all attachments will be left intact. The crossarms will be left intact.
- 3. The crew will mark the top crossarms on pole 416674 with yellow paint on the south (Creelman) side.
- 4. The crew will cut the north and south guy wires off twenty-four (24) inches above the end of the guy guards. Care must be taken to minimize relative movement between the guy preforms and the anchor rods. The area may be splinted with a three foot section of 1 x 4 attached to the guy conductor, guy guard and anchor rod using friction tape. The guy guards are not to be removed.
- 5. The crew will cut the upper ends of the north and south guy wires twenty-four (24) inches below the lower end of the upper preform. Crew will secure the guy wire ends to the pole using friction tape.
- 6. The crew will cut pole 416674 four (4) feet below the bottom Hubbard brace or fifteen (15) feet below the top of the pole using the greater dimension and will lower the intact top section of the pole to a suitable work location for SDG&E crews to complete processing the unit.
- 7. SDG&E crews will remove the Hubbard brace bolts from the pole and loosen the through bolts holding the crossarms in place. The crossarms will be rotated to bring them as close in line with the plane of the pole as possible and will be secured using a suitable rope to prevent them from moving during transit.
- 8. The entire pole top assembly, after being marked as evidence by the custodian, will be loaded on an SDG&E vehicle and transported to the designated evidence storage facility.

H. REMOVAL PROCEDURE – POLE 416674 NORTH ANCHOR ROD (SECTION C.3.)

1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the north anchor rod for pole 416674 will be available for removal. This may occur early in the job if the existing anchor rod interferes with the installation of the new steel pole or its footing. The contractor is responsible for providing any necessary temporary anchors and guy wires.

- 2. The north guy wire for pole 416674 will be secured as outlined in Step G.4 above.
- 3. SDG&E crew will mark the anchor rod to identify the north and south facing surfaces.
- 4. SDG&E crew will remove the anchor rod by unscrewing it from the anchor plate. If the anchor rod cannot be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Any tools used in the removal process must be applied in the below grade area of the rod after excavation. The upped end of the anchor rod must be protected from mechanical damage during the process.
- 5. The anchor rod will be marked with appropriate evidence tags and transported to the designated evidence storage facility.

I. REMOVAL PROCEDURE – POLE 416674 SOUTH ANCHOR ROD AND PLATE (SECTION C.4.)

- 1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the south anchor rod for pole 416674 will be available for removal.
- 2. The south guy wire for pole 416674 will be secured as outlined in Section G.4. above.
- 3. SDG&E crew will mark the anchor rod to identify the north and south facing surfaces.
- 4. SDG&E crew will remove the south anchor rod and plate intact by means of excavation. The means of excavation will be determined by SDG&E based on the assessment of the soil conditions.
- 5. The anchor rod and plate will be marked with appropriate evidence tags and transported to the designated evidence storage facility.

J. REMOVAL PROCEDURE - POLE 416674 POLE BUTT (SECTION C.5.)

1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the pole butt for pole 416674 will be available for removal.

- 2. Section G of this protocol will have been completed and pole 416674 will be cut off at a distance above ground as specified by SDG&E, but in no case less than six (6) feet above grade.
- 3. SDG&E crew will mark the pole 416674 butt orientation (line north-south).
- 4. SDG&E crew will make grade level on the pole by driving a ring of 10d or larger nails into the pole at grade level. A minimum of eight (8) nails are to be used in an evenly spaced pattern. The nail heads are to be painted with red paint (a ring may be painted around the circumference of the pole for ease of application.
- 5. SDG&E crew will pull the pole butt.
- 6. The old pole hole will be filled on completion of removal.
- 7. The pole butt will be marked with appropriate evidence tags and transported to the designated evidence storage facility.

K. REMOVAL PROCEDURE FOR A PORTION OF POLE 416679 AND ITS ASSOCIATED GUY WIRES (SECTION C.6.)

- 1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the pole 416679 will be available for removal. The line rebuild contractor will have removed all conductors and insulators from the pole, but will not disturb the guy wires or anchors in any way.
- 2. The guy guards will be marked with the pole number and guy orientation.
- 3. SDG&E crew will mark the guy wire for the east and west sides using two bands of red tape for the east side and two bands of yellow tape for the west side. The top of the guy wire will be marked with blue tape and the bottom with green tape placed thirty (30) inches above the guy guard and thirty (30) inches below the upper preform.
- 4. SDG&E crew will cut the north and south guy wires twenty-four (24) inches above the top of the guy guard, leaving the guy guard intact on the guy wire. Nominal tension will be maintained on the guy wire while Steps 5 and 6 are completed.
- 5. The north and south anchor rods will marked as to their location and orientation using yellow paint sticks. The information will include pole number, guy location, and the east and west sides of the rods.

- 6. SDG&E crew will remove the anchor rod by unscrewing it from the anchor plate. If the anchor rod cannot be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Care must be taken to minimize relative motion between the guy wire and the anchor rod during this process. If necessary, the lower end of the guy wire and the top of the anchor rod will be "splinted" using a three foot section of 1 x 4 lumber attached with friction tape.
- 7. The anchor rod and attached portion of the guy wire will be marked with appropriate evidence tags and transported to the designated evidence storage facility.
- 8. SDG&E crew will mark the section of the pole where the upper guy through bolt is located with yellow paint on the Creelman side.
- 9. SDG&E crew will cut the east and west guy wires two (2) feet below the upper preform. The remaining guy wires will be tagged and coiled in a thirty-six (36) inch diameter coil.
- 10. SDG&E crew will apply bubble wrap around the guy attachment hardware on the pole and will secure the ends of the guy wires to the pole immediately below the guy attachment hardware using friction tape.
- 11. SDG&E crew will cut the pole twenty-four (24) inches above the upper guy through bolt.
- 12. SDG&E crew will cut the pole twenty-four (24) inches below the upper guy through bolt.
- 13. The section of the pole obtained in Steps 11 and 12 and the sections of guy wire obtained in step 9 will be loaded on an SDG&E vehicle and transported to the designated evidence storage facility.

L. REMOVAL PROCEDURE FOR A PORTION OF POLE 416685 AND ITS ASSOCIATED GUY WIRES (SECTION C.6.)

- 1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the pole 416685 will be available for removal. The line rebuild contractor will have removed all conductors and insulators from the pole, but will not disturb the guy wires in any way.
- 2. The guy guards will be marked with the pole number and guy orientation.

- 3. SDG&E crew will mark the guy wire for the east and west sides using two bands of red tape for the east side and two bands of yellow tape for the west side. The top of the guy wire will be marked with blue tape and the bottom with green tape placed thirty (30) inches above the guy guard and thirty (30) inches below the upper preform.
- 4. SDG&E crew will cut the north and south guy wires twenty-four (24) inches above the top of the guy guard, leaving the guy guard intact on the guy wire. Nominal tension will be maintained on the guy wire while Steps 5 and 6 are completed.
- 5. The north and south anchor rods will marked as to their location and orientation using yellow paint sticks. The information will include pole number, guy location, and the east and west sides of the rods.
- 6. SDG&E crew will remove the anchor rod by unscrewing it from the anchor plate. All tool marks must be confined to the below grade area of the rod. Care must be taken to protect the upper end of the rod. If the anchor rod cannot be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Care must be taken to minimize relative motion between the guy wire and the anchor rod during this process. If necessary, the lower end of the guy wire and the top of the anchor rod will be "splinted" using a three foot section of 1 x 4 lumber attached with friction tape.
- 7. The anchor rod and attached portion of the guy wire will be marked with appropriate evidence tags and transported to the designated evidence storage facility.
- 8. SDG&E crew will mark the section of the pole where the upper guy through bolt is located with yellow paint on the Creelman side.
- 9. SDG&E crew will cut the east and west guy wires two (2) feet below the upper preform. The guy wires will be tagged and coiled in a thirty-six (36) inch diameter coil.
- 10. SDG&E crew will apply bubble wrap around the guy attachment hardware on the pole and will secure the ends of the guy wires to the pole immediately below the guy attachment hardware using friction tape.
- 11. SDG&E crew will cut the pole twenty-four (24) inches above the upper guy through bolt.
- 12. SDG&E crew will cut the pole twenty-four (24) inches below the upper guy through bolt.

13. The section of the pole obtained in Steps 11 and 12 and the sections of guy wire obtained in step 9 will be loaded on an SDG&E vehicle and transported to the designated evidence storage facility.

M. REMOVAL PROCEDURE FOR A PORTION OF POLE 416686 AND ITS ASSOCIATED GUY WIRES (SECTION C.6.)

- 1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the pole 416686 will be available for removal. The line rebuild contractor will have removed all conductors and insulators from the pole, but will not disturb the guy wires in any way.
- 2. The guy guards for the east and west guys will be marked with the pole number and guy orientation and removed as evidence.
- 3. SDG&E crew will mark the guy wire for the east and west sides using two bands of red tape for the east side and two bands of yellow tape for the west side. The top of the guy wire will be marked with blue tape and the bottom with green tape placed thirty (30) inches above the guy guard and thirty (30) inches below the upper preform.
- 4. SDG&E crew will cut the north and south guy wires twenty-four (24) inches above the top of the anchor rod. Nominal tension will be maintained on the guy wire while Steps 5 and 6 are completed.
- 5. The north and south anchor rods will marked as to their location and orientation using yellow paint sticks. The information will include pole number, guy location, and the east and west sides of the rods.
- 6. SDG&E crew will remove the anchor rod by unscrewing it from the anchor plate. All tool marks must be confined to the below grade area of the rod. Care must be taken to protect the upper end of the rod. If the anchor rod cannot be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Care must be taken to minimize relative motion between the guy wire and the anchor rod during this process. If necessary, the lower end of the guy wire and the top of the anchor rod will be "splinted" using a three foot section of 1 x 4 lumber attached with friction tape.
- 7. The anchor rod and attached portion of the guy wire will be marked with appropriate evidence tags and transported to the evidence storage facility in El Cajon, California.
- 8. SDG&E crew will mark the section of the pole where the upper guy through bolt is located with yellow paint on the Creelman side.

- 9. SDG&E crew will cut the east and west guy wires two (2) feet below the upper preform. The guy wires will be tagged and coiled in a thirty-six (36) inch diameter coil.
- 10. SDG&E crew will apply bubble wrap around the guy attachment hardware on the pole and will secure the ends of the guy wires to the pole immediately below the guy attachment hardware using friction tape.
- 11. SDG&E crew will cut the pole twenty-four (24) inches above the upper guy through bolt.
- 12. SDG&E crew will cut the pole twenty-four (24) inches below the upper guy through bolt.
- 13. The pole will be sectioned into manageable length pieces with each piece being marked with yellow paint on the Creelman side and then number of the section with number one (1) at the top of the pole. Care is to be taken to not disturb the char marks on the pole during removal or transport.
- 13. The sections of the pole obtained in Steps 11, 12, and 13 and the sections of guy wire obtained in step 9 will be loaded on an SDG&E vehicle and transported to the designated evidence storage facility.

N. REMOVAL PROCEDURE FOR A PORTION OF POLE 416689 AND ITS ASSOCIATED GUY WIRES (SECTION C.6.)

- 1. This portion of the protocol will be completed in conjunction with the work being performed by the line rebuild contractor. The contractor will notify the SDG&E contract administrator at least two weeks in advance of when the pole 416689 will be available for removal. The line rebuild contractor will have removed all conductors and insulators from the pole, but will not disturb the guy wires in any way.
- 2. The guy guards will be marked with the pole number and guy orientation.
- 3. SDG&E crew will mark the guy wire for the east and west sides using two bands of red tape for the east side and two bands of yellow tape for the west side. The top of the guy wire will be marked with blue tape and the bottom with green tape placed thirty (30) inches above the guy guard and thirty (30) inches below the upper preform.
- 4. SDG&E crew will cut the north and south guy wires twenty-four (24) inches above the top of the guy guard, leaving the guy guard intact on the guy wire. Nominal tension will be maintained on the guy wire while Steps 5 and 6 are completed.

- 5. The north and south anchor rods will marked as to their location and orientation using yellow paint sticks. The information will include pole number, guy location, and the east and west sides of the rods.
- 6. SDG&E crew will remove the anchor rod by unscrewing it from the anchor plate. All tool marks must be confined to the below grade area of the rod. Care must be taken to protect the upper end of the rod. If the anchor rod cannot be unscrewed from the anchor plate, the rod will be excavated to a depth of twenty-four (24) inches and cut off. Care must be taken to minimize relative motion between the guy wire and the anchor rod during this process. If necessary, the lower end of the guy wire and the top of the anchor rod will be "splinted" using a three foot section of 1 x 4 lumber attached with friction tape.
- 7. The anchor rod and attached portion of the guy wire will be marked with appropriate evidence tags and transported to the designated evidence storage facility.
- 8. SDG&E crew will mark the section of the pole where the upper guy through bolt is located with yellow paint on the Creelman side.
- 9. SDG&E crew will cut the east and west guy wires two (2) feet below the upper preform. The guy wires will be tagged and coiled in a thirty-six (36) inch diameter coil.
- 10. SDG&E crew will apply bubble wrap around the guy attachment hardware on the pole and will secure the ends of the guy wires to the pole immediately below the guy attachment hardware using friction tape.
- 11. SDG&E crew will cut the pole twenty-four (24) inches above the upper guy through bolt.
- 12. SDG&E crew will cut the pole twenty-four (24) inches below the upper guy through bolt.
- 13. The section of the pole obtained in Steps 11 and 12 and the sections of guy wire obtained in step 9 will be loaded on an SDG&E vehicle and transported to the designated evidence storage facility.
- 14. GPS coordinates may be included on the identification tags if provided by the plaintiff at the time of removal.

L. S. Hall - P. E. Rev. 6/3/14