

Decision 14-08-009 August 14, 2014

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Investigation on the Commission's Own Motion into the Operations and Practices of Southern California Edison Company Regarding the Acacia Avenue Triple Electrocution Incident in San Bernardino County and the Windstorm of 2011.

Investigation 14-03-004
(Filed March 13, 2014)

DECISION APPROVING SETTLEMENTS

1. Summary

We review and approve two settlements filed by staff of our Safety and Enforcement Division (SED) and the Southern California Edison Company (SCE) in resolution of this Commission-ordered investigation into two electrical equipment failures in SCE's service territory in 2011. The two, separate failures have come to be known as the Acacia Avenue Incident and the Windstorm Incident. The two settlements require SCE shareholder payments of \$24.5 million, total, consisting of \$15 million in penalties and \$9.5 million in meaningful remediation to address public safety concerns with electrical conductor contact and utility pole overloading. The parties negotiated the settlements after SED had concluded its investigation and finalized a report about each incident. The parties have met their burden to establish that these settlements are reasonable in light of the record, consistent with law and Commission precedent, and in the public interest.

2. Background

The Commission opened this Order Instituting Investigation (Investigation or OII) to determine whether Southern California Edison Company (SCE) violated applicable laws in connection with two, separate electrical equipment failures in Southern California in 2011. The earlier event, on the morning of January 14, 2011, occurred when an electrical conductor on SCE's 12 kilovolt Vargas Line fell to the ground during high winds and started a small fire at an address on Acacia Avenue in San Bernardino County, resulting in the tragic electrocution of three members of the family living there (Acacia Avenue Incident). The second event occurred when strong winds in SCE's service territory on November 30 and December 1, 2011, uprooted trees and knocked down utility facilities, ultimately leading to prolonged power outages in part of the San Gabriel Valley (Windstorm Incident).

3. Procedural Issues

On March 19, 2014, SCE and the Commission's Safety and Enforcement Division (SED) filed a joint motion in support of their settlement of the Acacia Avenue Incident and of the Windstorm Incident.¹ No protests were filed. By ruling on April 28, 2014, the assigned Administrative Law Judge (ALJ) directed the parties to amend their motion to show how the settlements comply with

¹ The OII states:

The Commission is aware that during the investigative process, SED and SCE have arrived at potential settlement agreements to resolve this proceeding. We expect that SED and SCE will be filing a motion for the Commission to approve those potential settlement agreements in the very near future. (OII at 6.)

Accordingly, the OII waives both Rule 12.1(a) and Rule 12.1(b) of the Commission's Rules of Practice and Procedure, which respectively specify the timing of written motions for settlement (e.g., after the first prehearing conference) and require a noticed settlement conference before parties may execute a settlement.

Commission precedent for evaluating penalty proposals. On May 30, 2014, the parties timely filed an amendment to their joint motion.

4. Standard for Review

Rule 12.1(d) of the Commission's Rules of Practice and Procedure (Commission Rules) sets forth the standard for approval of settlements and governs our review here: "The Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest."

If a settlement requires payment of a penalty, the Commission has examined the reasonableness of that penalty provision against criteria adopted in Decision (D.) 98-12-075: (1) physical harm; (2) economic harm; (3) harm to the regulatory process; (4) the number and scope of violations; (5) the utility's actions to prevent a violation; (6) the utility's actions to detect a violation; (7) the utility's actions to disclose and rectify a violation; (8) the need for deterrence; (9) constitutional limit on excessive fines; (10) the degree of wrongdoing; (11) the public interest; and (12) consistency with precedent. (*See* D.98-12-075, 84 CPUC 2d at 188-190.)

5. Discussion

We append the two settlement agreements to today's decision in the same order in which they are appended to the SCE/SED joint motion: Attachment 1 is the parties' proposed resolution of the Acacia Avenue Incident; Attachment 2 is the parties' proposed resolution of the Windstorm Incident. Both settlements are uncontested. Because each settlement includes a penalty payable to the General Fund of the State of California (General Fund), we evaluate the penalty provisions against D.98-12-075, as recently applied in D.13-09-028 and two

related decisions, which resolved the Commission's OII into the Malibu Canyon Fire.²

5.1 Settlement Components

5.1.1 Acacia Avenue Incident

SCE and SED summarize the components of their settlement of the Acacia Avenue Incident under three topics; we quote their summary below.

- SCE Safety Admissions
 - SCE admits that it violated General Order (GO) 95, Rule 31.1 and Public Utilities Code Section 451, under the circumstances of this incident, by allowing two 12 kV overhead conductors on the Vargas Circuit to come into contact or near contact with each other, which caused one phase conductor to break and fall to the ground at the site where the three fatalities occurred.
 - Under normal conditions, conductors should not come into contact or near contact with each other. SCE admits that there were three phase-to-phase contacts on the 12 kV Vargas Circuit prior to January 14, 2011. SCE admits that it violated GO 95, Rule 31.1 and Public Utilities Code Section 451, by failing to properly consider the potential significance of these prior incidents in designing, constructing, or maintaining the facilities that were involved in the January 14, 2011 incident to prevent them from failing in the manner that occurred.

² D.13-09-028 approved, with conditions, a settlement between SED and SCE, which was one of several named respondents to the underlying OII (Investigation 09-01-018). The settlement included a \$20 million penalty payable to the General Fund and \$17 million in remediation measures, totaling \$37 million in shareholder-funded payments. Other respondents settled separately. SCE admitted specified safety violations, as well as violation of Rule 1.1.

- Penalty and Remedial Payment – SCE will pay a total of \$16,500,000. From this total amount, \$10,000,000 will be a penalty paid to the State of California General Fund and \$6,500,000 will be spent on implementing programs to reduce the likelihood of reoccurrence of a similar incident.
- Confidentiality Waived – SCE agrees to waive [Pub. Util. Code] Section 583 confidentiality on all documents produced to SED in this matter.

(Joint Motion at 3-4, summarizing III.A of the settlement [Attachment 1 hereto].)

5.1.2 Windstorm Incident

SCE and SED summarize the components of their settlement of the Windstorm Incident under the same three topics; we quote the summary below.

- SCE's Safety Admissions
 - SCE admits that the safety factors for 20 poles, representing 8.1 percent of all failed or damaged poles were less than the values required by GO 95, Rule 44.3. Additionally, one pole that remained standing near an incident site had a safety factor below the value required by GO 95, Rule 44.3.
 - SCE admits that 17 guy wires had safety factors below the requirements of GO 95, Rule 44.3.
 - SCE admits that it did not preserve all failed poles and associated equipment from the windstorm event as required by GO 95, Rule 19. Furthermore, SCE's collection and cataloguing methodology prevented SED from reconstructing all but five poles for analysis. In mitigation, SCE believes that the preservation of all poles, conductors, and other associated equipment would have hindered SCE's efforts to restore power to its customers impacted by the windstorm at some locations. SCE further believes that SCE took steps to begin preserving failed pole materials after SED made a specific request that SCE take such action.

- Penalty and Remedial Payment – SCE will pay a total of \$8,000,000. From this total amount, \$5,000,000 will be a penalty paid to the State of California General Fund and \$3,000,000 will be spent on implementing programs to reduce the likelihood of poles becoming overloaded in SCE’s service territory.
- Confidentiality Waived – SCE agrees to waive Section 583 confidentiality on all documents produced to SED in this matter.

(Joint Motion at 4-5, summarizing III.A of the settlement [Attachment 2 hereto].)

5.2 Compliance with Rule 12.1(d)

Rule 12.1(d) of the Commission Rules applies whether settlements are contested, or like these two, uncontested. Therefore, as Rule 12.1(d) requires, we must assess each settlement against the record and applicable law and determine whether each settlement is in the public interest. Because the settlements also require SCE to make shareholder-funded penalty payments to the General Fund in addition to the specified, shareholder-funded remedial measures, in Section 5.3 we examine the penalties against the 12 identified criteria set out in D.98-12-075.

Turning to Rule 12.1(d), we consider the record first. The OII includes, as Attachments 1 and 2, the detailed reports SED prepared following its investigation of the Acacia Avenue Incident and the Windstorm Incident. The reports specify SED’s factual basis for concluding that SCE violated Pub. Util. Code § 451, as well as GO 95, Rules 31.1, 38 and 51.6-A, in connection with the Acacia Avenue Incident and that SCE violated GO 95, Rules 19 and 44.3 in

connection with the Windstorm Incident.³ As memorialized in Section III of each settlement and summarized in the joint motion, SCE admits almost all of these allegations. (The settlements do not admit violation of GO 95, Rules 38 or 56-A.)

In addition to \$15 million in penalties (\$10 million for the Acacia Avenue Incident and \$5 million for the Windstorm Incident), the two settlements provide for \$9.5 million, total, in shareholder-funded remediation designed to prevent the kind of conductor failure responsible for the Acacia Avenue Incident (\$6.5 million) and the pole overloading responsible for the Windstorm Incident (\$3 million).

Remediation measures are forward-looking and, if well-designed and properly implemented, can correct problems in order to minimize or prevent the risk that harm will recur. Given the record of SED's investigations and given SCE's admissions, the remediation measures specified under each settlement appear to be reasonably designed to address the equipment and performance

³ As pertinent to this OII, Pub. Util. Code § 451 requires public utilities to provide safe and reliable service. Also as pertinent here, the cited provisions of GO 95 govern the following:

- Rule 19 (Cooperation with Commission Staff; Preservation of Evidence Related to Incidents Applicability of Rules [sic]), requires that evidence collected as part of a utility investigation be retained and be made available to the Commission upon request.
- Rule 31.1 (Design, Construction and Maintenance), requires that electrical supply systems shall be designed, constructed, and maintained to provide safe and adequate service given intended operating conditions.
- Rule 38 (Minimum Clearance of Wires from Other Wires), specifies minimum distances, whether vertical, horizontal or radial, based on temperatures of 60 F and no wind.
- Rule 44.3 (Replacement), specifies minimum safety factors for replacement of electric facilities, including conductors and wood poles.
- Rule 51.6-A (High Voltage Marking), specifies how poles that support line conductors of more than 750 volts must be marked.

failures that caused or contributed to the tragic Acacia Avenue Incident and unfortunate Windstorm Incident. Regarding the Acacia Avenue Incident, Section III. B. 3. (a) through (e) of the parties' settlement identifies five steps SCE must undertake to minimize future conductor failures and so-called "wire down" problems in its service territory. (*See* Attachment 1.) Regarding the Windstorm Incident, Section III. B. 3. (a) through (c) of the parties' settlement specifies three actions and activities SCE must undertake to reduce the likelihood of that poles in SCE's service territory will be overloaded. (*See* Attachment 2.) Moreover, each settlement requires SCE to provide SED with periodic reports on the results of the new programs. This term is very important. Ensuring the safety of electric infrastructure requires a proactive, ongoing commitment.

The parties' joint motion, as supplemented by their amendment to joint motion, is persuasive. We agree that not only do the admissions support the proposed remediation measures and the penalties, but that given the uncertainties of litigation, both appear to be within the range of probable outcomes. On that basis, approval of the settlements would appear to be in the public interest.

5.3 Compliance with D.98-12-075

Before reaching a final determination about whether the settlements should be approved, we must examine how they comply with the penalty criteria articulated in D.98-12-075. The parties' amendment to joint motion contains a thorough discussion, which we review below and which persuades us that the settlements are consistent with D.98-12-075 and should be approved.

5.3.1 Physical and Economic Harm

SCE and SED address these criteria together given the close relationship between them. D.98-12-075 defines these criteria as follows:

- Physical Harm - The most severe violations are those that cause physical harm to people or property, with violations that threatened such harm closely following.
- Economic Harm - The severity of a violation increases with (i) the level of costs imposed on the victims of the violation; and (ii) the unlawful benefits gained by the public utility. Generally, the greater of these two amounts will be used in setting the fine. The fact that economic harm may be hard to quantify does not diminish the severity of the offense or the need for sanctions. (D.98-12-075, 84 CPUC 2d at 188-190.)

We have referenced, above, the facts underlying the Acacia Avenue Incident, which resulted in three fatalities when an energized conductor fell to the ground during high winds. Section II of the relevant settlement lays out these facts in greater detail. SCE has admitted to the underlying failures of its electric system, as summarized above and in the settlement, and has admitted that these failures violated Pub. Util. Code § 451 and GO 95, Rule 31.1. The parties state: “SCE asserts that settlements were reached with the victims’ family and a neighbor, and no civil claims remain pending.” (Amendment to Joint Motion at 3.) The settlement terms expressly recognize the high severity of the harm.

For the purposes of calculating the value of the penalty and remediation terms in this settlement, the parties reasonably multiplied the then-applicable statutory maximum rate in Pub. Util. Code § 2107 (\$20,000 per offense) by the total number of days between the third phase-to-phase fault on October 14, 2008, and the date of the Acacia Avenue Incident, on January 14, 2011 (822 days).⁴ This

⁴ Effective January 1, 2012, the maximum rate per offense became \$50,000. (Pub. Util. Code § 2107 as amended by Stats. 2011, Ch. 523, Sec. 2 (SB 879).)

total is \$16.44 million, which the parties agreed to round up to \$16.5 million and to apportion as two payments by SCE shareholders – a \$10 million penalty to the General Fund and \$6.5 million for remediation programs to reduce the likelihood of reoccurrence. The parties state that they “are not aware of any unlawful benefits gained by SCE from its conduct in this incident.” (Amendment to Joint Motion at 4.)

With respect to the Windstorm Incident, Section II of the relevant settlement describes the scope of the outage that resulted from the damage to SCE’s system during the windstorm: 440,168 customers lost power for varying time periods of up to eight days and the highest number of simultaneous customer outages was 226,053. SED’s report discusses customer relations problems in the aftermath of the incident, including some errors in SCE’s estimation of power restoration times. The amendment to joint motion includes SCE’s representations that: (1) there were no reports of injuries, deaths, or major fires due to the electrical outages caused by the windstorm; and (2) SCE administered a claims process to handle food spoilage and other storm-related claims from customers, responded to all such claims, and paid customers about \$500,000 from the funds allocated in SCE’s general rate cases for such purposes. Again, the parties state that they “are not aware of any unlawful benefits gained by SCE from its conduct in this incident.” (Amendment to Joint Motion at 4.)

To resolve the Windstorm Incident, SED and SCE agreed that SCE shareholders should make payments totaling \$8 million, consisting of a \$5 million penalty to the General Fund and \$3 million in safety enhancements. The parties persuasively argue that this outcome is appropriate, given SCE’s admissions and the harm experienced, which fortunately fell short of death,

serious human injury, or serious loss of property to fire. We describe the penalty calculation in Section 5.3.3 of this decision, below.

5.3.2 Harm to the Regulatory Process

D.98-12-075 defines this criterion as:

- Harm to the Regulatory Process - A high level of severity will be accorded to violations of statutory or Commission directives, including violations of reporting or compliance requirements. (D.98-12-075, 84 CPUC 2d at 188-190.)

Regarding the Acacia Avenue Incident, SCE has admitted to violations of Pub. Util. Code § 451 and GO 95, Rules 31.1. Terrible as the Acacia Avenue Incident was, the parties accurately point out that “[Commission] Rule 1.1 violations or other ethical violations, or violations of reporting or compliance requirements associated with this incident have not been raised.” (Amendment to Joint Motion at 5.) The parties also state that “[t]here are no known allegations that SCE’s conduct in connection with this incident harmed the regulatory process.” (*Id.*)

Turning to the Windstorm Incident, SCE has admitted to violations of GO 95, Rule 44.3 to the extent that damaged poles and related equipment failed to meet minimum safety requirements. SCE also has admitted to violations of GO 95, Rule 19 because it did not preserve all damaged poles and associated equipment and because its collection and cataloguing methodology prevented reconstruction and analysis of most of the poles. On the record available to us, we cannot fully weigh SCE’s mitigation claim that preservation of all poles, conductors, etc. would have hindered efforts to restore power to customers who suffered outages; that claim no doubt would be litigated if hearings were held. However, the parties represent that SCE took steps to preserve failed pole materials when SED expressly requested compliance with GO 95, Rule 19.

SED and SCE point out that the GO 95, Rule 19 violations figured directly in their penalty calculation. Of the \$8 million in shareholder-funded payments required under the settlement of the Windstorm Incident, \$5 million is a penalty payable to the General Fund; approximately \$3.645 million of that penalty is tied to the admitted violations of GO 95, Rule 19 (243 discarded poles x \$15,000 per pole).

5.3.3 The Number and Scope of Violations

D.98-12-075 states:

- Number and Scope of Violations – A single violation is less severe than multiple offenses. A widespread violation that affects a large number of consumers is more severe than one that is limited in scope. For a continuing violation, Section 2108 counts each day as a separate offense. (D.98-12-075, 84 CPUC 2d at 188-190.)

For the Acacia Avenue Incident, SCE's safety admissions factor directly into the calculation of the \$16.5 million financial settlement, including the \$10 million penalty component: two 12 kV overhead conductors on the Vargas Circuit came into contact or near contact with each other, which caused one phase conductor to break and fall to the ground at the site where the three human fatalities occurred on January 14, 2011; prior to that date three phase-to-phase contacts occurred on the 12 kV Vargas Circuit; and, SCE did not properly consider the potential significance of the previous incidents in designing, constructing or maintaining the facilities near the site of the Acacia Avenue Incident. As discussed above in Section 5.3.1, the 822 days between the date of the third phase-to-phase contact and the date of the Acacia Avenue Incident constitute one of the variables in the formula the parties used.

Likewise for the Windstorm Incident, the parties based their \$8 million financial settlement on SCE's safety admissions: 20 failed poles and 17 failed guy

wires had safety factors below the GO 95, Rule 44.3 minimum; SCE did not preserve all the failed poles and associated equipment; and, though not specifically alleged as a GO violation, SCE conceded that its communications with customers about outage restoration times frequently were inaccurate. The parties used the following calculation: \$3.645 million for failure to retain 243 poles (\$15,000 per pole), plus \$740,000 for 37 poles/guys with safety factors below the required minimum (\$20,000 per pole/guy), plus \$3.5 million for communicating inaccurate restoration times to customers. The resulting sum is \$7.885 million, which the parties agreed to round up to \$8.0 million.

5.3.4 The Utility's Actions to Prevent, Detect, Disclose and Rectify a Violation, and The Need for Deterrence

SCE and SED address the next four criteria together given the close relationship between them. D.98-12-075 defines these criteria as follows:

- The Utility's Actions to Prevent a Violation – Utilities are expected to take reasonable steps to ensure compliance with applicable laws and regulations. The utility's past record of compliance may be considered in assessing any penalty.
- The Utility's Actions to Detect a Violation - Utilities are expected to diligently monitor their activities. Deliberate, as opposed to inadvertent wrongdoing, will be considered an aggravating factor. The level and extent of management's involvement in, or tolerance of, the offense will be considered in determining the amount of any penalty.
- The Utility's Actions to Disclose and Rectify a Violation – Utilities are expected to promptly bring a violation to the Commission's attention. What constitutes "prompt" will depend on circumstances. Steps taken by a utility to promptly and cooperatively report and correct violations may be considered in assessing any penalty.

- Need for Deterrence - Fines should be set at a level that deters future violations. Effective deterrence requires that the size of a fine reflect the financial resources of the utility. (D.98-12-075, 84 CPUC 2d at 188-190.)

Addressing the third criterion first (actions to disclose and rectify), the parties agree that SCE made a timely initial report in the immediate aftermath of the Acacia Avenue Incident. Thereafter SCE took appropriate corrective action to repair the electric infrastructure and cooperated in the subsequent investigation. SCE repairs to infrastructure damaged in the Windstorm Incident included replacing 248 wood poles and 1,064 overhead conductors. SCE also “responded to SED data requests, conducted an internal investigation, hired a consultant to conduct an analysis of SCE’s performance during the Incident, and shared that analysis with SED.” (Amendment to Joint Motion at 8.)

With respect to the first and second criteria (preventing and detecting violations), in the amendment to joint motion SCE represents that it performs inspections in accordance with GO 165 (titled “Inspection Cycles for Electric Distribution Facilities”) and schedules corrective action where it identifies the need for maintenance. In the same filing, both parties represent that SED regularly audits SCE’s distribution inspection and maintenance program, also referred to as DIMP.

The parties concur that the settlements meet the fourth criterion (deterrence) given the substantial size of the shareholder payments, which total \$24.5 million (\$16.5 million for the Acacia Avenue Incident and \$8.0 million for the Windstorm Incident). Moreover, the parties also assert that the shareholder-funded penalty and remediation components of each settlement have been calibrated to recognize SCE’s financial resources and in particular, are consistent

with the Malibu Canyon Fire settlement between SCE and SED, which the Commission approved in D.13-09-028.

The parties state: “The penalties here are large. The management of any company will devote considerable attention to ensuring that the circumstances requiring an eight-figure payment of shareholder funds do not recur.”

(Amendment to Joint Motion at 13-14.)

5.3.5 Constitutional Limit on Excessive Fines

The parties state that this factor is not applicable here and we agree. By reaching a settlement, SED and SCE implicitly have agreed that shareholder payments of \$16.5 million (Acacia Avenue Incident) and \$8.0 million (Windstorm Incident), or \$24.5 million total, are not excessive.

5.3.6 The Degree of Wrongdoing and The Public Interest

The parties address these criteria together. D.98-12-075 defines them as follows:

- The Degree of Wrongdoing – The Commission will review facts that tend to mitigate the degree of wrongdoing as well as facts that exacerbate the wrongdoing.
- The Public Interest – In all cases, the harm will be evaluated from the perspective of the public interest.

The Commission provided the following guidance in D.13-09-028, which approved the SCE/SED settlement of the Malibu Canyon Fire:

The public interest is always considered in determining the size of a fine. Here, we accord great weight to SED’s judgment that the settlement fine of \$20 million is in the public interest. SED is the public’s representative in Commission enforcement proceedings and has extensive experience with both litigated outcomes and negotiated settlements. SED is intimately familiar with the facts and circumstances of this case ... Moreover, it would undermine

SED's ability to negotiate fines if the counterparty lacked confidence in the Commission's willingness to approve the negotiated fine. This situation would virtually guarantee that every enforcement proceeding would be fully litigated, resulting in an inefficient use of scarce public resources. [¶] For the preceding reasons, we hesitate to second guess a fine negotiated by SED without good cause. We see no good cause here. (D.13-09-028 at 39-40.)

The parties argue persuasively that these considerations apply here. They underscore that SED investigated both incidents and prepared reports before settlement negotiations commenced. They also assert that the General Fund penalty negotiated as part of each settlement is based on a fair evaluation of multiple factors (e.g. the facts of each incident, the statutory fines possible, and the uncertainty inherent in a fully litigated outcome) and thus reasonably falls within the range of outcomes that might result. Moreover, the parties accurately observe that in approving other settlements that include negotiated penalties, the Commission has emphasized that the public interest is served by reducing the expense of litigation, conserving scarce Commission resources and allowing parties to eliminate the risk of an unfavorable litigated outcome. (*See for example*, D.12-11-043 at 7, citing other precedent.)

As the parties contend, we recognize that settlements typically are compromises and that compromises indeed may be in the public interest. For all of the reasons discussed above, we conclude that these settlements fairly "acknowledge and address the public safety concerns with conductor contact and utility pole overloading" raised in the OII. (Amendment to Joint Motion at 10.)

5.3.7 Consistency with Precedent

By way of precedent, SED and SCE highlight three settlements in the Malibu Canyon Fire OII and several other recent settlements. With reference to

D.13-09-028, which conditionally approved the settlement between SED and SCE in the Malibu Canyon Fire, the parties note similarities and differences. Like the settlements here, that settlement included a penalty (\$20 million) and targeted remediation measures (\$17 million), both shareholder-funded. SCE not only admitted specified safety violations, but also violation of Rule 1.1 (Ethics) of the Commission's Rules, whereas here, no Rule 1.1 violations were charged.

Previously, in D.12-09-019, the Commission conditionally approved SED's settlement with three communications carrier respondents to the Malibu Canyon Fire OII (AT&T, Sprint, and Verizon Wireless). Under that settlement, the three carriers agreed to pay \$12 million (in equal, one-third shares), divided between a \$6.9 million penalty and a safety enhancement fund contribution of at least \$5.1 million (the fund is known as the EIIF). In D.13-09-026, the Commission conditionally approved the third settlement in the Malibu Canyon Fire OII, which SED negotiated with the communications carrier NextG. The monetary payments under the settlement totaled \$14.5 million, \$8.5 million identified as a penalty and \$6 million for a statewide safety audit of NextG's pole attachments. The allegations against all of the communications carriers included safety violations as well as violation of Commission Rule 1.1, unlike the situation here.

In addition to the three settlements in the Malibu Canyon Fire OII, SED and SCE point to the precedential value of several other decisions: (1) D.10-04-047, which approved settlements Commission staff negotiated to resolve OIIs into the Witch, Rice and Guejito Fires of 2007 that required San Diego Gas & Electric Company (SDG&E) and Cox Communications to pay General Fund penalties, respectively, of \$14.35 million and \$2 million and SDG&E to pay the General Fund \$400,000 to reimburse staff costs; (2) D.99-07-029, which approved the settlement between Commission staff, Pacific Gas & Electric Company

(PG&E) and others over the utility's vegetation management practices and resulted in a \$6 million penalty and \$22.7 million in remediation; (3) D.04-04-065, which resolved an OII into SCE's electric line construction, operation and maintenance practices during 1998 through 2000 with a fine of \$656,000 based on a maximum penalty of \$20,000 for each of the 30 violations involving personal injury or property damage, and \$1,000 for each of the 56 violations of GO 165 for failure to identify unsafe conditions; and (4) D.06-02-003, which approved a settlement PG&E and SED negotiated to resolve a 2003 fire at PG&E's Mission Substation (settlement terms included shareholder payments of a \$500,000 penalty and \$6 million toward various remediation efforts; PG&E did not admit any wrongdoing).

We agree that these prior settlements all provide an evaluative backdrop that reinforces the public interest merit of the settlements before us here. The parties have met their burden to show that they have settled the Acacia Avenue Incident and the Windstorm Incident consistent with the public interest.

5.4 Conclusion

After careful consideration of each settlement, we conclude that each is reasonable in light of the record, consistent with law and precedent, and in the public interest and therefore, that each should be approved. Regarding the total shareholder-funded payments of \$24.5 million, the settlements not only include sizeable penalties of \$15 million, but also include \$9.5 million in significant public safety benefits by specifying meaningful remediation targeted to prevent recurrence of the underlying electric infrastructure failures. And, as Commission precedent requires, the parties' joint motion, as amended by their amendment to joint motion, thoroughly discusses why both settlements should be approved.

As SCE and SED correctly recognize, the Commission has a long standing policy favoring settlement in the public interest. Today's decision affirms that our staff must have reasonable discretion to negotiate settlements when circumstances warrant and indeed, that not every OII need be fully litigated. It also affirms, however, that the parties to such a settlement must explain their rationale, and the public interest therein, for settling on the terms they then ask us to approve.

6. Categorization and Need for Hearing

The OII categorized this proceeding as adjudicatory and determined that hearings might be required. No hearings have been held and following the filing of two uncontested settlements, we find that no hearings are needed to resolve this proceeding equitably

Comments on Proposed Decision

The proposed decision in this matter was mailed to the parties in accordance with Section 311 of the Public Utilities Code and comments were allowed under Rule 14.3 of the Commission's Rules of Practice and Procedure. No Comments were filed.

Assignment of Proceeding

Michael R. Peevey is the assigned Commissioner and Jean Vieth is the assigned ALJ in this proceeding.

Findings of Fact

1. The parties negotiated the settlements after SED had concluded its investigation and finalized a report about each incident.
2. The settlements are the product of good faith negotiations between the SED and SCE.
3. The Acacia Avenue Incident settlement includes SCE's admissions to violations of Pub. Util. Code § 451 and GO 95, Rule 31.1 (SCE has not admitted to

violation of GO 95, Rules 38 or 56-A). The Windstorm Incident settlement includes SCE's admissions to violations of GO 95, Rules 19 and 44.3 and, though not specifically alleged as a GO violation, to inaccuracy in its communications with customers about outage restoration times. SED did not charge Rule 1.1 violations in connection with either the Acacia Avenue Incident or the Windstorm Incident.

4. SCE's safety admissions factor directly into the calculation of the \$16.5 million financial settlement of the Acacia Avenue Incident, including the \$10 million penalty component: two 12 kV overhead conductors on the Vargas Circuit came into contact or near contact with each other, which caused one phase conductor to break and fall to the ground at the site where the three human fatalities occurred on January 14, 2011; prior to that date three phase-to-phase contacts occurred on the 12 kV Vargas Circuit; and, SCE did not properly consider the potential significance of the previous incidents in designing, constructing or maintaining the facilities near the site of the Acacia Avenue Incident

5. For the purposes of calculating the value of the penalty and remediation terms to settle the Acacia Avenue Incident, the parties reasonably multiplied the then-applicable statutory maximum rate in Pub. Util. Code § 2107 (\$20,000 per offense) by the total number of days between the third phase-to-phase fault on October 14, 2008, and the date of the Acacia Avenue Incident, on January 14, 2011 (822 days). This total is \$16.44 million, which the parties reasonably agreed to round up to \$16.5 million and to apportion as two payments by SCE shareholders – a \$10 million penalty to the General Fund and \$6.5 million for remediation programs to reduce the likelihood of reoccurrence.

6. The parties based their \$8 million financial settlement of the Windstorm Incident on SCE's safety admissions: 20 failed poles and 17 failed guy wires had safety factors below the GO 95, Rule 44.3 minimum; SCE did not preserve all the failed poles and associated equipment; and, though not specifically alleged as a GO violation, SCE conceded that its communications with customers about outage restoration times frequently were inaccurate. Though the Windstorm Incident greatly inconvenienced a many customers in the San Gabriel Valley, there were no deaths, serious human injuries, or serious loss of property to fire.

7. The parties reasonably used the following calculation to determine the total sum to settle the Windstorm Incident: \$3.645 million for failure to retain 243 poles (\$15,000 per pole), plus \$740,000 for 37 poles/guys with safety factors below the required minimum (\$20,000 per pole/guy), plus \$3.5 million for communicating inaccurate restoration times to customers. The resulting sum is \$7.885 million, which the parties reasonably agreed to round up to \$8.0 million and to apportion as a \$5 million penalty to the General Fund and \$3 million in safety enhancements.

8. Under both settlements, SCE shareholders will pay a total of \$24.5 million. The combined penalty is sizeable, at \$15 million. The combined remediation, \$9.5 million, offers significant public safety benefits targeted to prevent recurrence of the underlying electric infrastructure failures by addressing safety concerns with electrical conductor contact and utility pole overloading.

Conclusions of Law

1. The penalty and remediation provisions of each settlement are within the range of probable outcomes based on statute, Commission Rules and Commission precedent, particularly Pub. Util. Code § 2107, GO 95 and D.98-12-075.

2. The settlements should be approved as reasonable in light of the record, consistent with law and Commission precedent, and in the public interest, as required by Rule 12.1(d).

3. The uncontested *Joint Motion of the Safety and Enforcement Division and Southern California Edison Company for Approval of Settlement Agreements*, filed March 19, 2014, as amended by *Amendment to the Joint Motion of the Safety and Enforcement Division and Southern California Edison Company for Approval of Settlement Agreements*, filed May 30, 2014, should be granted.

4. Hearings are not needed.

5. The following order should be effective immediately so that the benefits of the settlements agreements may be obtained expeditiously.

O R D E R

IT IS ORDERED that:

1. The following settlements, appended to this order respectively as Attachment 1 and Attachment 2, are approved as reasonable in light of the record, consistent with law and Commission precedent, and in the public interest:

(a) San Bernardino – Acacia Street Settlement Agreement Between the Safety and Enforcement Division of the California Public Utilities Commission and Southern California Edison Company; and

(b) 2011 Windstorm Settlement Agreement Between the Safety and Enforcement Division of the California Public Utilities Commission and Southern California Edison Company.

2. The *Joint Motion of the Safety and Enforcement Division and Southern California Edison Company for Approval of Settlement Agreements*, filed March 19, 2014, as amended by *Amendment to the Joint Motion of the Safety and Enforcement Division*

and Southern California Edison Company for Approval of Settlement Agreements, filed May 30, 2014, is granted.

3. As required under the settlements approved in Ordering Paragraph 1, Southern California Edison Company (SCE) shall pay a penalty totaling \$15 million to the State of California General Fund within 30 days from the effective date of this order. Payment shall be made by check or money order payable to the California Public Utilities Commission and mailed or delivered to the Commission's Fiscal Office at 505 Van Ness Avenue, Room 3000, San Francisco, CA 94102. SCE shall write on the face of the check or money order "For deposit to the State of California General Fund per Decision XX-YY-ZZZ" with "Decision XX-YY-ZZZ" being the Commission-designated number for today's decision.

4. All money received by the Commission's Fiscal Office pursuant to Ordering Paragraph 3 shall be deposited or transferred to the State of California General Fund as soon as practical.

5. Investigation 14-03-004 is closed.

This order is effective today.

Dated August 14, 2014, at San Francisco, California.

MICHAEL R. PEEVEY

President

MICHEL PETER FLORIO

CATHERINE J.K. SANDOVAL

CARLA J. PETERMAN

MICHAEL PICKER

Commissioners

ATTACHMENT 1

SETTLEMENT AGREEMENT

SAN BERNARDINO – ACACIA STREET SETTLEMENT AGREEMENT BETWEEN THE SAFETY AND ENFORCEMENT DIVISION OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND SOUTHERN CALIFORNIA EDISON COMPANY

Southern California Edison Company (“SCE”) and the Safety and Enforcement Division (“SED”) of the California Public Utilities Commission (“Commission”) (hereinafter collectively referred to as the “Settling Parties”) agree to settle all claims, allegations and liabilities in the *San Bernardino – Acacia Street: Incident EIR20110114-01*, on the following terms and conditions, which shall only become effective upon final approval by the Commission through a decision that has become final and is no longer subject to appeal.

This Settlement Agreement (“Agreement”) is entered into as a compromise of disputed claims in order to minimize the time, expense and uncertainty of litigation. The Settling Parties agree to the following terms and conditions as a complete and final resolution of all claims against SCE in this investigation. This Agreement constitutes the sole agreement between the Settling Parties concerning the subject matter of this Agreement. SCE has no claims against SED.

I. PARTIES

A. The parties to this Agreement are SED and SCE.

B. SED is a Division of the Commission charged with enforcing compliance with the Public Utilities Code and other relevant utility laws, the Commission’s rules, regulations, orders and decisions. SED is also responsible for investigations of utility incidents, including fires, and assisting the Commission in promoting public safety.¹

C. SCE is a public utility, as defined by the California Public Utilities Code. It serves a population of nearly 14 million in a 50,000-square-mile service area within Central, Coastal and Southern California.

¹ Until January 2013, SED was known as the Consumer Protection and Safety Division (“CPSD”). Accordingly, references in this document to SED shall be read as including CPSD.

II. GENERAL RECITALS

A. On January 14, 2011, at 0541 hours, two SCE 12 kV overhead conductors (B phase and C phase conductors) on the Vargas Circuit came into contact or near contact with each other and caused the C phase conductor to break, fall to the ground, and start a small grass fire. A resident at the incident site was electrocuted when he contacted a section of the conductor that was lying on the ground. His wife and his stepson tried to help him and were also electrocuted. The power lines that fell were installed, owned and operated by SCE. Seconds prior to the above contact, there was another conductor failure on the Vargas Circuit at West Hill Drive, 0.25 miles away from the incident site.

B. Prior to the above events occurring on January 14, 2011, phase-to-phase contacts occurred on the Vargas Circuit on December 23, 2006, December 25, 2007 and October 14, 2008. The December 23, 2006 contact resulted in a blown fuse or fuse(s). The other two contacts resulted in conductor failures.

C. SED investigated the incident described above, and issued a "Preliminary Incident Investigation Report" on December 17, 2012. SED concluded in this report that SCE violated General Order 95 ("GO 95") as well as Section 451 of the Public Utilities Code.

III. AGREEMENT

A. Safety Violation Admissions: SCE admits that it violated GO 95, Rule 31.1 and Public Utilities Code section 451, under the circumstances of this incident, by allowing two 12kV overhead conductors on the Vargas Circuit to come into contact or near contact with each other, which caused one phase conductor to break and fall to the ground at the site where the three fatalities occurred. Under normal conditions, conductors should not come into contact or near contact with each other. SCE admits that there were three phase-to-phase contacts on the 12kV Vargas Circuit prior to January 14, 2011. SCE admits that it violated GO 95, Rule 31.1 and Public Utilities Code Section 451, by failing to properly consider the potential significance of these prior incidents in designing, constructing, or maintaining the facilities that were involved in the January 14, 2011 incident to prevent them from failing in the manner that occurred.

B. SCE Settlement Payments and Costs to Be Incurred

1. SCE shall make shareholder-funded payments and incur costs (as set forth below) totaling \$16.5 Million to settle this proceeding.

2. As part of the \$16.5 Million referred to in Paragraph III.B.1., SCE shall pay a penalty of \$10 Million to the General Fund of the State of California.

3. The remaining \$6.5 Million shall be spent on implementing programs to reduce the likelihood of reoccurrence of a similar incident which are described below. SCE recognizes the importance of implementing such programs system-wide as part of a prudent

risk management program. Nothing in this Agreement, however, shall be read as requiring the expenditure by SCE of additional shareholder-provided funding after the funding provided by this Agreement has been exhausted. This clause does not supersede SED's statutory authority to seek penalties, and other remedies, for any utility facilities that endanger public safety or are linked to accidents and/or reliability issues. For example, if a facility is identified as not complying with the minimum GO 95 requirements, SED is not waiving its right to seek penalties if that facility is later involved in an accident or outage regardless of whether or not the facility is brought into compliance in a reasonable amount of time.

(a) Implement a program to sample overhead conductors throughout the service territory to evaluate uneven sags and identify opportunities to mitigate the potential for contact between the phase conductors of primary distribution circuits. Use the results of the sampling to identify and prioritize impacted areas, and take mitigation measures as necessary.

(b) Evaluate the impact of fault duty and conductor size on primary distribution circuits to mitigate the potential for wire down situations due to fault conditions.

(c) Implement a program to identify splices on primary conductors and evaluate their effect on the integrity of the conductors and better predict areas where the likelihood of splice failures is higher. As part of this program, an analysis should be made to determine the types of splices that are more likely to fail and take action to stop their installation and replace them when practical.

(d) Research methods to better isolate lines when faults occur to prevent broken lines from remaining energized.

(e) Develop an overall strategy and implement programs to mitigate the impact of faults on overhead conductors, such as branch line fusing, conductor sizing, and/or adjusting circuit breaker relay settings.

C. Miscellaneous

1. SCE agrees to waive any asserted section 583 confidentiality on all documents produced to SED in this matter.

2. SED shall publish its investigation report on the Commission's website.

3. SCE shall provide periodic reports to SED on the results of the new programs.

IV. OTHER MATTERS

A. The Settling Parties agree to seek expeditious approval of this Agreement and to use their reasonable best efforts to secure Commission approval of it, including written filings, appearances, and other means as may be needed to obtain expeditiously the necessary approval. The Settling Parties agree to actively and mutually defend this Agreement if its adoption is opposed by any other party in proceedings before the Commission. Rule 12.6 of the Commission's Rules of Practice and Procedure mandates that if this settlement agreement is not adopted by the Commission, its terms are inadmissible unless their admission is agreed to by all parties.

B. The Settling Parties have bargained in good faith to reach the agreement set forth herein. The Settling Parties intend the Agreement to be interpreted as a unified, interrelated agreement. Both of the Settling Parties have contributed to the preparation of this Agreement. Accordingly, the Settling Parties agree that no provision of this Agreement shall be construed against either of them because a particular Settling Party or its counsel drafted the provision.

C. The rights conferred and obligations imposed on either of the Settling Parties by this Agreement shall inure to the benefit of or be binding on that Settling Party's successors in interest or assignees as if such successor or assignee was itself a party to this Agreement.

D. Should any dispute arise between the Settling Parties regarding the manner in which this Agreement or any term shall be implemented, the Settling Parties agree to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Agreement. If such dispute cannot be resolved through good faith negotiation between the Settling Parties, the dispute shall be submitted to the Commission for resolution through alternative dispute resolution and if it cannot be resolved to the mutual satisfaction of the Settling Parties through alternative dispute resolution, then through administrative adjudication before the Commission.

E. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Agreement.

Dated: _____

Southern California Edison Company

By: _____

Ronald L. Litzinger

President

Dated: 2/14/14

Safety and Enforcement Division

(f/k/a Consumer Protection and Safety Division)

By: Denise Tyrrell

Denise Tyrrell

Acting Director

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Agreement.

Dated: 2/14/14

Southern California Edison Company

By: 
Ronald L. Litzinger
President

Dated: _____

Safety and Enforcement Division
(f/k/a Consumer Protection and Safety Division)

By: _____
Denise Tyrrell
Acting Director

ATTACHMENT 2

SETTLEMENT AGREEMENT

2011 WINDSTORM SETTLEMENT AGREEMENT BETWEEN THE SAFETY AND ENFORCEMENT DIVISION OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND SOUTHERN CALIFORNIA EDISON COMPANY

Southern California Edison Company ("SCE") and the Safety and Enforcement Division ("SED") of the California Public Utilities Commission ("Commission") (hereinafter collectively referred to as the "Settling Parties") agree to settle all claims, allegations and liabilities in the *2011 Windstorm* (defined below in Paragraph II.A.), on the following terms and conditions, which shall only become effective upon final approval by the Commission in a decision that is final and no longer subject to appeal.

This Settlement Agreement ("Agreement") is entered into as a compromise of disputed claims in order to minimize the time, expense and uncertainty of litigation. The Settling Parties agree to the following terms and conditions as a complete and final resolution of all claims against SCE in this investigation. This Agreement constitutes the sole agreement between the Settling Parties concerning the subject matter of this Agreement. SCE has no claims against SED.

I. PARTIES

A. The parties to this Agreement are SED and SCE.

B. SED is a Division of the Commission charged with enforcing compliance with the Public Utilities Code and other relevant utility laws, the Commission's rules, regulations, orders and decisions. SED is also responsible for investigations of utility incidents, including fires, and assisting the Commission in promoting public safety.¹

C. SCE is a public utility, as defined by the California Public Utilities Code. It serves a population of nearly 14 million in a 50,000-square-mile service area within Central, Coastal and Southern California.

¹ Until January 2013, SED was known as the Consumer Protection and Safety Division ("CPSD"). Accordingly, references in this document to SED shall be read as including CPSD.

II. GENERAL RECITALS

A. On November 30, 2011 and December 1, 2011, powerful winds swept through SCE's territory, uprooting trees, and knocking down utility facilities. There were prolonged power outages during the event. Two hundred forty-eight wood poles and 1,064 overhead conductors were affected by the event. 440,168 SCE customers experienced power outages during the event and the highest number of simultaneous customer outages was 226,053. According to SCE, there were no reports of injuries, deaths, or major fires due to the impact of the windstorm on SCE's facilities. SCE provided customers with inaccurate power restoration time estimates, which was a major issue during the event.

B. SED investigated the event, and issued a final report titled "Investigation of Southern California Edison Company's Outages of November 30 and December 1, 2011" on January 11, 2013 ("Windstorm Investigation Report"). SED investigated the cause of the failed poles, and determined that SCE and other joint pole owners violated General Order 95 ("GO 95") safety factor requirements. SED concluded that at least 21 poles and 17 guy wires did not meet the safety factor requirements in GO 95, Rule 44.3. SED also concluded that SCE violated GO 95, Rule 19.

III. AGREEMENT

A. Safety Violation Admissions:

1. SCE admits that the safety factors for 20 poles, representing 8.1 percent of all failed or damaged poles, were less than the values required by GO 95, Rule 44.3. Additionally, one pole that remained standing near an incident site had a safety factor below the value required by GO 95, Rule 44.3.

2. SCE admits that 17 guy wires had safety factors below the requirements of GO 95, Rule 44.3.

3. SCE admits that it did not preserve all failed poles and associated equipment from the windstorm event as required by GO 95, Rule 19. Furthermore, SCE's collection and cataloging methodology prevented SED from reconstructing all but five poles for analysis. In mitigation, SCE believes that the preservation of all poles, conductors, and other associated equipment would have hindered SCE's efforts to restore power to its customers impacted by the windstorm at some locations. SCE further believes that SCE took steps to begin preserving failed pole materials after SED made a specific request that SCE take such action.

B. SCE Settlement Payments and Costs to Be Incurred

1. SCE shall make shareholder-funded payments and incur costs (as set forth below) totaling \$8 Million to settle this proceeding.

2. As part of the \$8 Million referred to in Paragraph III.B.1., SCE shall pay a penalty of \$5 Million to the General Fund of the State of California.

3. The remaining \$3 Million shall be spent on implementing programs to reduce the likelihood of poles becoming overloaded in SCE's service territory. SCE recognizes the importance of implementing such programs system-wide as part of a prudent risk management program. Nothing in this Agreement, however, shall be read as requiring the expenditure by SCE of additional shareholder-provided funding after the funding provided by this Agreement has been exhausted. This clause does not supersede SED's statutory authority to seek penalties, and other remedies, for any utility facilities that endanger public safety or are linked to accidents and/or reliability issues. For example, if a facility is identified as not complying with the minimum GO 95 requirements, SED is not waiving its right to seek penalties if that facility is later involved in an accident or outage regardless of whether or not the facility is brought into compliance in a reasonable amount of time.

(a) SCE agrees to join SED should SED propose as part of the Infrastructure Safety Rulemaking (R.08-11-005) or in a new proceeding that attachments made to joint-use poles with electrical equipment must adhere to the strength and loading requirements of the electrical utility in effect at the time the attachment is made to the extent such standards exceed the minimum standards in General Order 95.

(b) SCE agrees to implement a system to report communication company violations to SED when attempts to communicate such violations to the communication companies fail to achieve desired results. SCE and SED will meet and confer to discuss the format and frequency of the reports once SCE has established the system.

(c) SCE agrees to create a database for hosting pole loading information. The database shall be accessible to the Commission, SED, and other Commission staff, joint pole owners and renters, and shall be capable of receiving records from authorized attaching parties.

C. Miscellaneous

1. SCE agrees to waive any asserted section 583 confidentiality on all documents produced to SED in this matter.

2. SCE shall provide periodic reports to SED on the results of the new programs.

3. Moving forward, SCE agrees to comply with GO 95, Rule 19 and Public Utilities Code section 316.

4. To the extent not already completed, SCE agrees to implement all of the recommendations in the SED windstorm report. The Settling Parties agree that the terms of this Agreement address the customer communication issue referenced in Recital A, as well as the other areas of concern identified in the Windstorm Investigation Report.

IV. OTHER MATTERS

A. The Settling Parties agree to seek expeditious approval of this Agreement and to use their reasonable best efforts to secure Commission approval of it, including written filings, appearances, and other means as may be needed to obtain expeditiously the necessary approval. The Settling Parties agree to actively and mutually defend this Agreement if its adoption is opposed by any other party in proceedings before the Commission. Rule 12.6 of the Commission's Rules of Practice and Procedure mandates that if this settlement agreement is not adopted by the Commission, its terms are inadmissible unless their admission is agreed to by all parties.

B. The Settling Parties have bargained in good faith to reach the agreement set forth herein. The Settling Parties intend the Agreement to be interpreted as a unified, interrelated agreement. Both of the Settling Parties have contributed to the preparation of this Agreement. Accordingly, the Settling Parties agree that no provision of this Agreement shall be construed against either of them because a particular Settling Party or its counsel drafted the provision.

C. The rights conferred and obligations imposed on either of the Settling Parties by this Agreement shall inure to the benefit of or be binding on that Settling Party's successors in interest or assignees as if such successor or assignee was itself a party to this Agreement.

D. Should any dispute arise between the Settling Parties regarding the manner in which this Agreement or any term shall be implemented, the Settling Parties agree to work in good faith to resolve such differences in a manner consistent with both the express language and the intent of the Settling Parties in entering into this Agreement. If such dispute cannot be resolved through good faith negotiation between the Settling Parties, the dispute shall be submitted to the Commission for resolution through alternative dispute resolution and if it cannot be resolved to the mutual satisfaction of the Settling Parties through alternative dispute resolution, then through administrative adjudication before the Commission.

E. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Agreement.

Dated: _____


Southern California Edison Company

By: _____

Ronald L. Litzinger
President

Dated: 2/14/14

Safety and Enforcement Division
(f/k/a Consumer Protection and Safety Division)

By: 

Denise Tyrrell
Acting Director

IN WITNESS WHEREOF, the Settling Parties hereto have duly executed this Agreement.

Dated: 2/14/14

Southern California Edison Company

By: 

Ronald L. Litzinger
President

Dated: _____

Safety and Enforcement Division
(f/k/a Consumer Protection and Safety Division)

By: _____

Denise Tyrrell
Acting Director