

---

January 11, 2024

*Via Electronic Filing*

Public Utility Commission of Oregon  
Attn: Filing Center  
201 High St. SE, Suite 100  
Salem, OR 97301  
puc.filingcenter@puc.oregon.gov

Re: Docket No. UE 428 – Samuel Drevo’s Reply to PacifiCorp’s Partial Objection to Samuel Drevo’s Petition to Intervene

Attention Filing Center,

Please find attached for filing in the above-referenced proceeding Samuel Drevo’s Reply to PacifiCorp’s Partial Objection to Samuel Drevo’s Petition to Intervene.

Thank you for your assistance. Please do not hesitate to contact me with any questions regarding this filing. Mr. Drevo can be contacted via his attorney, listed in the Reply below.

Thank you,

*/s/ Matthew J. Preusch*

Matthew J. Preusch, OSB No. 134610  
KELLER ROHRBACK L.L.P.  
801 Garden Street, Suite 301  
Santa Barbara, CA 93101  
Tel: (805) 456-1496  
mpreusch@kellerrohrback.com

Counsel for Samuel Drevo and *James* Plaintiffs

BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

UE 428

In the Matter of  
PACIFICORP, dba PACIFIC POWER,  
Advice No. 23-018 (ADV 1545),  
Modifications to Rule 4, Application for  
Electrical Service.

**REPLY TO PACIFICORP'S PARTIAL  
OBJECTION TO SAMUEL DREVO'S  
PETITION TO INTERVENE**

PacifiCorp has a multi-billion dollar wildfire liability problem and is inappropriately invoking this Commission's authority to help solve it. Last summer, after hearing seven weeks' worth of evidence, a Multnomah County jury found that PacifiCorp's negligent, grossly negligent, reckless, and willful conduct on Labor Day 2020 caused wildfires that harmed thousands of Oregonians, including Mr. Drevo. The jury then found that there was clear and convincing evidence that PacifiCorp showed a reckless and outrageous indifference to a highly unreasonable risk of harm, and it imposed substantial punitive damages to punish PacifiCorp's misconduct.

However, the civil justice system has not yet finished tallying up PacifiCorp's bill. The trial that took place over the summer in *James et al. v. PacifiCorp* was a "class action with respect to particular \* \* \* issues," as permitted by ORCP 32 G. Only the question of PacifiCorp's *liability* was resolved as to the entire class of people who lived or owned property in the area PacifiCorp burned down. *Damages*, by contrast, were tried only as to a group of seventeen class representatives, including Mr. Drevo, who obtained judgment in the total amount of \$6,824,296.38 in economic damages, \$67,500,000 in non-economic damages, and \$17,968,796.63 in punitive damages (of which 70% goes to the State of Oregon). Now, the rest of the class members—thousands more injured people—will each have their own damages

REPLY TO PACIFICORP'S PARTIAL OBJECTION  
TO SAMUEL DREVO'S PETITION TO INTERVENE - 1

claims heard by juries. One such trial is underway as of this filing. PacifiCorp's total potential responsibility is in the billions of dollars.

Importantly for this proceeding, however, no class member other than the seventeen named plaintiffs currently holds a money judgment against PacifiCorp. If PacifiCorp has individual defenses that apply to class members who do not yet have judgments—such as the defense that the tariff it has proposed to this Commission limits recovery—there is no doubt that it will try to raise those defenses. Further, PacifiCorp has appealed the judgments as to the seventeen named plaintiffs, and if it prevails in a way that requires a new trial, PacifiCorp will try to raise any such defenses as to the named plaintiffs too.

Intervenor Samuel Drevo and his business, Northwest River Guides LLC, were named class representatives in the *James* litigation by order of the Multnomah County Circuit Court. Mr. Drevo's concern is that PacifiCorp intends to use the new tariff to block or reduce recovery for *James* class members who do not yet have judgments in their hands (or even for himself, should the Court of Appeals vacate his own judgment), as well as for future fire survivors. PacifiCorp has asked the Commission to block Mr. Drevo from making those arguments or from asserting the rights of absent class members in this proceeding.

The Commission should permit Mr. Drevo to participate as he requested. First, Mr. Drevo's concern regarding PacifiCorp's plans is a valid one, because PacifiCorp has intentionally left open the door to arguing that the new tariff will reduce or eliminate recovery for class members who do not have judgments. Second, Mr. Drevo must be permitted to intervene and assert the class's interests because he meets all the requirements set forth in OAR 860-001-0300(6), and because limiting the scope of his participation would create serious due process concerns.

**I. PacifiCorp Refuses to Take the Steps Necessary to Ensure that Its Rate Request Will Not Affect Pending Litigation.**

PacifiCorp's main objection to Mr. Drevo's participation on behalf of the *James* class in this proceeding is that the *James* class purportedly has no interest in this proceeding. In support of that position, PacifiCorp represents there is no chance that this proceeding will affect its multi-billion dollar potential liability stemming from its reckless and willful conduct on Labor Day 2020. Yet when called upon to make the same promise in court, in the *James* litigation, PacifiCorp has refused. Consequently, the Commission should decline PacifiCorp's request to silence its litigation adversary in this proceeding. It should instead permit Mr. Drevo to protect the effect of the liability judgment he helped win for the class.

To start, consider the plain language of the revised tariff PacifiCorp requests:

**Limitation of Liability:** In any action between the parties arising out of the provision of electric service, the available damages shall be limited to actual economic damages. \* \* \* By receiving electric service, Customer agrees to *waive and release Company from any and all claims* for special, noneconomic, punitive, incidental, indirect, or consequential damages (including, without limitation, lost profits) as part of *any claim* against Company related to or arising from Company's operations or electrical facilities. This provision shall not be binding where state law disallows limitations of liability.

(Emphasis added.) This provision contains no express language limiting its application to future occurrences or exempting pending litigation from its scope. In fact, it seems tailor-made to fit the claims at issue in *James*. The *James* class action arises out of the provision of electric service and seeks, in addition to economic damages, non-economic and punitive damages. Assuming that the tariff is enforceable as written, it appears to dramatically reduce the damages that anyone in PacifiCorp's service area will be able to recover if their electric utility burns down a substantial portion of the state.

PacifiCorp repeatedly insists that the tariff modification is “prospective” only, and that it will not affect the *James* class members. At first blush, those statements have the veneer of legitimacy. For example, it asserts “unequivocally” that the tariff

cannot threaten Mr. Drevo or other class members’ potential recovery from issues related to the *James* litigation, because the Company’s request only seeks prospective relief. \* \* \* Their interests as a certified class under Oregon Rule of Civil Procedure 32 to a pre-existing civil lawsuit cannot be implicated by the Company’s proposed tariff language that only seeks prospective relief, and that was filed several years after the *James* litigation began.

(Objection at 4-5.)

But PacifiCorp refuses to take the steps that would legally bind it to that position in a meaningful way: entering a stipulation both here, before the Commission, and in the pending litigation regarding those fires. Mr. Drevo provided a draft stipulation to PacifiCorp under which it would waive “any and all defenses, arguments, and contentions that its liability or potential liability” to *James* class members “is in any way reduced, modified, or otherwise affected by any tariff or tariff modification approved by the PUC after September 7, 2020,” the date of the Labor Day fires. PacifiCorp refused to agree to this proposal. And it did not counteroffer with another stipulation that it would be comfortable with. Instead, it categorically stated that it was not willing to file a stipulation.

More alarming is what PacifiCorp *has* said in the litigation. The plaintiffs in the *James* case requested that PacifiCorp admit, pursuant to ORCP 45, that it has asked this Commission to authorize a tariff “that would prevent James class members from recovering special, noneconomic, punitive, incidental, indirect, and consequential damages arising from any of the Labor Day 2020 Fires.” (Exhibit A at 16.) If what PacifiCorp was “unequivocally represent[ing]” to the Commission were true, the answer would have been to deny this request, “unequivocally.” (See Objection at 4-5.) Instead, it said, after some boilerplate objections:

Defendant further objects that while Defendant has proposed certain amendments to its tariffs, the Public Utility Commission has not determined whether to accept those amendments, and their legal effect has not been determined by any Court. To that end, **reasonably [sic] inquiry has been made and the information known or readily obtainable is insufficient to enable Defendant to admit or deny whether any tariff amendments, if permitted by the Public Utility Commission, would have any effect as to James class members**; Defendant accordingly lacks knowledge or information necessary to respond to this request and on that basis denies the same.

(Exhibit A at 16-17) (emphasis added). This response is dated December 13, 2023, only two weeks before PacifiCorp’s supposedly “unequivocal[]” statement to the Commission.

From these inconsistent words and actions, Mr. Drevo can only surmise that PacifiCorp is trying to preserve the opportunity to advance arguments that it has suggested—but not quite promised—to the Commission that it will not make. *Cf. Mozilla Corp. v. FCC*, 940 F3d 1, 95 (DC Cir 2019) (Williams, J., concurring in part and dissenting in part) (“And be these juggling fiends no more believed, That palter with us in a double sense; That keep the word of promise to our ear, And break it to our hope.”) (quoting William Shakespeare, *Macbeth*, act V, sc. vii).

To see how this maneuver would work, consider the following scenario, which is plausible based on the way PacifiCorp has conducted itself in the *James* litigation to date. First, PacifiCorp blocks Mr. Drevo from intervening on behalf of the class in this proceeding, cutting off his ability to assert the class’s position. Then, the Commission permits the new tariff to come into effect, which forces class members who are presently PacifiCorp customers—or who thereafter become PacifiCorp customers by moving into its service territory—to agree to the limitation on liability. Armed with its new tariff, PacifiCorp goes back to the court, whereupon it argues that the tariff limits its liability to anyone who does not yet have a money judgment against PacifiCorp. Then, when class members point to PacifiCorp’s statements to the Commission that this new limitation of liability provision is only “prospective,” PacifiCorp will argue that no such

limitation appears in the text of the tariff itself, and that it expressly told the Commission that it is “not within the scope of the Commission’s statutory authority” to “make rulings directly relating to ongoing litigation.” (Objection at 4.) It will argue that the court should therefore consider the plain text of the tariff on its own, without considering any parol evidence about what effect the Commission might have thought it would have on the litigation. In the alternative, PacifiCorp will explain that it *is* asking for a “prospective” application of the tariff, just as it promised the Commission, because the new tariff applies “prospectively” to limit liability to any ratepayer who does not yet have a money judgment against PacifiCorp. A *retroactive* application, PacifiCorp will tell the court, would be one that affects a judgment that has already been entered.

These arguments are wrong in many ways, and class members would certainly have a good chance to defeat them in court. But no outcome is certain in litigation. The prudent approach—the one that offers the greatest protection for wildfire survivors and the one that permits all interested parties to have their say in these proceedings—is to permit Mr. Drevo to intervene here to ensure that neither he nor any other class member faces the risk that PacifiCorp makes and prevails on these arguments in court.

## **II. The Commission Is Required to Permit Mr. Drevo to Intervene.**

PacifiCorp is right that this Commission has no power to make rulings that bind PacifiCorp into taking a certain position in pending litigation, which is why Mr. Drevo and the class cannot rely on PacifiCorp’s representations to the Commission. The Commission does not, however, need to close its eyes to the effect that PacifiCorp’s requested tariff may have on pending litigation, especially where PacifiCorp is unwilling to back up its statements in this proceeding with corresponding positions in court. The best way to ensure that these important

issues are presented to the Commission is to permit Mr. Drevo to intervene in this proceeding on behalf of himself and the certified class.

Permitting Mr. Drevo to intervene is also required under the Commission's rules. The relevant rule provides that "If the Commission or ALJ finds the [Mr. Drevo] has sufficient interest in the proceedings and [Mr. Drevo's] appearance and participation will not unreasonably broaden the issues, burden the record, or delay the proceedings, then the Commission or ALJ *must* grant the petition." OAR 860-001-0300(6) (emphasis added); *see also* ORS 756.525(2). Here, all of these requirements are met: Mr. Drevo has substantial interest in the proceeding, both individually and as class representative; matters related to the *James* litigation are already part of this proceeding; Mr. Drevo's participation will not substantially add to the record; and while denying his petition to intervene would result in substantial delay to provide constitutionally required notice to *James* class members, granting it will not. Accordingly, the Commission is obligated to grant Mr. Drevo's petition.

**A. Mr. Drevo Has Sufficient Interest in the Proceeding.**

First, as described in detail above, Mr. Drevo plainly has sufficient interest in the proceedings. Most obviously, he holds a judgment for millions of dollars against PacifiCorp. If that judgment were to be vacated on appeal—say, on the basis of an incorrect evidentiary ruling—and the new tariff had been approved, then PacifiCorp would be able to attempt its argument that the new tariff limits his recovery.

But that is not Mr. Drevo's only interest. As a class representative, he is "a fiduciary to the class." *Strawn v. Farmers Ins. Co. of Oregon*, 353 Or 210, 244, 297 P3d 439 (2013); *accord* ORCP 32 A(4) (requiring Mr. Drevo to "fairly and adequately protect the interests of the class"). As a fiduciary, he is bound to act with "the highest degree of honesty and loyalty toward" the



other members of the class and “in the best interests of” those class members. *In re Conduct of Phinney*, 354 Or 329, 338 n.10, 311 P3d 517 (2013); *see also Standard Fire Ins. Co. v. Knowles*, 568 US 588, 594 (2013) (referring to “a class representative’s fiduciary duty not to ‘throw away what could be a major component of the class’s recovery’” (citation omitted)). He cannot come to this proceeding and argue solely for his own interests without violating the duty imposed on him by court order. To be clear, the class is not seeking to intervene as an entity. Mr. Drevo is seeking to intervene for the purpose of asserting the class’s interests as its court-appointed fiduciary, the same way that a federal bankruptcy trustee or the personal representative of a deceased person’s estate might do so. PacifiCorp offers no cogent legal basis to oppose that.

PacifiCorp also complains that it does not know if Mr. Drevo is a ratepayer, and that some class members might not be current ratepayers. Mr. Drevo is, in fact, a ratepayer, through his business Northwest River Guides LLC. *See Exhibit B*. His business, like him, is a Court-appointed class representative in *James*. PacifiCorp surely knows this since it has been litigating against Mr. Drevo and his business for years.

Beyond that, common sense dictates that a large number of class members are ratepayers, as much of the area that PacifiCorp recklessly and willfully burned down lies in its service territory. Further, PacifiCorp is the electric utility for large portions of the state. If this tariff is approved, then *James* class members risk being effectively banished from those areas, infringing on their fundamental right of freedom to move and reside wherever they please within the State of Oregon. *See Josephine Cty.. Sch. Dist. No. 7 v. Oregon Sch. Activities Ass’n*, 15 Or App 185, 197, 515 P2d 431 (1973). Because PacifiCorp’s service territory includes Corvallis, *James* class members would even be unable to attend Oregon State University, contravening the fundamental public policy of the state. *See ORS 350.005* (finding that Oregon’s public universities “should

provide educational access to all segments of Oregon’s diverse population”). Nobody should have to risk having to sign away their right to damages for past injury just so they can have electricity in their home.

**B. PacifiCorp Has Already Expressly Brought the *James* Litigation into this Proceeding.**

Next, permitting Mr. Drevo to intervene to assert the interests of the class will not broaden the issues unreasonably—or indeed at all—because the issue of liability in the *James* action is already very much in this proceeding. In fact, PacifiCorp *specifically told the Commission* that Mr. Drevo’s case is the main reason it is asking for the tariff revision:

The proposed tariff amendment would complement these existing limitations on liability. It also better enables the Company to finance expenditures at reasonable costs, as the increased risk of wildfire has led to litigation and greater exposure to significant atypical damage, including special, non-economic, punitive, incidental, indirect, or consequential, for utilities in the West. For example, as a result of recent wildfire litigation in Oregon, PacifiCorp’s credit was downgraded from A to BBB+.

(Advice 23-01 at 3.) S&P Global Ratings downgraded PacifiCorp’s credit specifically as a result of the *James* litigation. S&P Global Ratings, “PacifiCorp Downgraded To ‘BBB+’, Outlook Revised To Negative; Berkshire Hathaway Energy Co. Outlook Also Negative” (June 20, 2023), <https://disclosure.spglobal.com/ratings/en/regulatory/article/-/view/type/HTML/id/3009376>

(“The downgrade of PacifiCorp follows a Multnomah County jury’s verdict that the company contributed to the Santiam Canyon, Echo Mountain Complex, South Obenchain, and Two Four Two wildfires that occurred in Oregon in September 2020, acting in a grossly negligent and reckless manner.”). Also, to Mr. Drevo’s knowledge, his is the only case in which punitive damages have been assessed against PacifiCorp with respect to a wildfire, so PacifiCorp cannot be talking about any other lawsuit.

If Mr. Drevo is permitted to intervene, there is no risk that the issues to be considered by the Commission will be enlarged. However, if he is not permitted to intervene, then the Commission will hear only PacifiCorp's one-sided view of that litigation, which it has already started presenting. *Compare* Advice 23-01 at 3 (blaming its credit rating decrease solely on liability for damages in the *James* case) *with* S&P Global Ratings, *supra* (explaining that “[t]he jury’s findings that the company acted in a grossly negligent manner reflects safety performance that does not meet stakeholder standard”). The Commission should not permit PacifiCorp to raise pending litigation as the justification for a tariff modification, then shut the opposing party wholly out of the debate, especially where it has refused to make a binding commitment not to apply the new tariff in the pending case.

**C. Hearing Both Sides of the Story Does Not Unreasonably Burden the Record.**

Similarly, PacifiCorp does not and cannot explain how Mr. Drevo's participation on behalf of the class would unreasonably burden the record in this proceeding. In fact, the additions to the record as a result of Mr. Drevo's participation will be minor. In addition to the legal argument presented by Mr. Drevo's counsel, the Commission will need to consider a handful of documents from the *James* litigation. The largest of those—the limited judgment—is already going to be part of the record regardless of Mr. Drevo's participation, because PacifiCorp has used it to justify its request for the tariff. The only unreasonable course of action here would be for the Commission to hear argument from one side of the *James* litigation (PacifiCorp) but deem it too burdensome to hear from the other side (the plaintiff class).

**D Permitting Mr. Drevo to Assert the Class's Interests Prevents Delay.**

Finally, while permitting Mr. Drevo to intervene on behalf of the class would not delay the proceedings at all, declining to do so would require a substantial delay. In order to comply

with due process and ensure the constitutionality of this proceeding, the Commission has to provide *James* class members with notice and a meaningful opportunity to be heard. If Mr. Drevo is permitted to assert class members' interests, consistent with ORCP 32, then due process is satisfied. If he isn't, then the Commission would have to provide meaningful notice to individual *James* class members whose protected property interests would be adjudicated in this proceeding and provide them with an opportunity to be heard.

“As a matter of procedural due process, it is well established that the state may not deprive a person of life, liberty, or property without notice and opportunity for hearing appropriate to the nature of the case.” *Koskela v. Willamette Indus., Inc.*, 331 Or 362, 378, 15 P3d 548 (2000) (internal quotation marks omitted). “[A] cause of action is a species of property protected by the Fourteenth Amendment’s Due Process Clause.” *Logan v. Zimmerman Brush Co.*, 455 US 422, 428 (1982). Further, Article 1, Section 10 of Oregon’s constitution vests class members with a right to the substantial remedy for the non-economic damages they suffered. *See Rains v. Stayton Builders Mart, Inc.*, 289 Or App 672, 690, 410 P3d 336 (2018). Because this proceeding threatens to take away that right, they have a right to meaningful notice and an opportunity to be heard here. *See Logan*, 455 US at 429–30 (“[T]he Fourteenth Amendment’s Due Process Clause has been interpreted as preventing the States from denying potential litigants use of established adjudicatory procedures, when such an action would be the equivalent of denying them an opportunity to be heard upon their claimed rights.”) (internal quotation marks and alterations omitted).

“[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it.” *Grant Cty. v. Guyer*, 296 Or 14, 19, 672 P2d 702 (1983)

(quoting *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 US 306, 315 (1950)). Where known individuals' property rights are at stake, publication notice—like the notice that the Commission provided to the public here—is not good enough. *See id.*; *Eisen v. Carlisle & Jacquelin*, 417 US 156, 175 (1974). Rather, “[n]otice by mail or other means as certain to ensure actual notice is a minimum constitutional precondition to a proceeding which will adversely affect the liberty or property interests of any party \* \* \*.” *Mennonite Bd. of Missions v. Adams*, 462 US 791, 800 (1983) (emphasis omitted). Class members in the *James* case have already been provided with notice of that proceeding, so their names and addresses are easily ascertainable. Of course, given the number of class members, providing that notice would certainly delay the proceeding (although not unreasonably so, as it is never unreasonable to comply with the Constitution).

There is an easy way to avoid that problem. An Oregon court has *already determined* that Mr. Drevo and his business are well-qualified to represent the interests of the class with respect to the *James* litigation and provided notice that complies with due process. The matters that Mr. Drevo intends to address on behalf of the class are limited to asserting their interests in the *James* litigation, which is a common function of a class representative in cases where a defendant seeks to undermine the class's claims outside the courtroom. *See, e.g., Benson v. DoubleDown Interactive, LLC*, No. 18-CV-0525-RSL, 2023 WL 3761929, at \*2 (WD Wash. June 1, 2023); *Davis v. City & Cty. of San Francisco*, 976 F2d 1536, 1545 (9th Cir 1992), *opinion vacated in part on denial of reh'g*, 984 F2d 345 (9th Cir 1993). There is no reason that his doing so will cause any more delay to the proceedings than any of the other parties whose intervention petitions the Commission has already granted, or indeed, any delay at all.

If the Commission permits Mr. Drevo to advocate for individual class members, then due process is satisfied for the same reason that it was satisfied by Mr. Drevo's representation of

their interests at trial. If the Commission does not permit Mr. Drevo to assert both his interests and the interests of the class that he has a court appointment to represent, then thousands of other individual class members will need to be provided notice and a meaningful opportunity to intervene here. Mr. Drevo respectfully submits that the more efficient way to proceed is to permit him to discharge his fiduciary duty to the class he has already been appointed to represent.

### **III. Conclusion.**

PacifiCorp suggests that it has concerns about “potential abuse of this proceeding to further litigation efforts in ongoing wildfire litigation.” It does not explain exactly how Mr. Drevo might engage in such abuse, nor does it explain why he would want to. As things stand today, without the revised tariff, Mr. Drevo has a judgment against PacifiCorp, and every absent class member will have the opportunity to present the full scope of their damages to a jury. Mr. Drevo and the class *have already won*. They do not need the Commission to help them win more. Rather, Mr. Drevo’s primary goal here is to ensure that PacifiCorp cannot use an order of this Commission to snatch back some of that hard-earned victory.

PacifiCorp, by contrast, owes Mr. Drevo millions of dollars and faces billions of dollars more in liability resulting from conduct a jury found to be reckless, willful, and so reprehensible that punitive damages were warranted. It has requested a tariff modification due to the fallout from its unlawful actions—a tariff modification that, if approved, it may raise as a defense in the ongoing wildfire litigation. By intervening, Mr. Drevo seeks to prevent this “potential abuse of this proceeding to further litigation efforts in ongoing wildfire litigation.” The Commission should permit Mr. Drevo to intervene for that purpose.

RESPECTFULLY SUBMITTED this 11th day of January, 2024.

KELLER ROHRBACK L.L.P.

By *s/ Matthew J. Preusch*

Matthew J. Preusch, OSB No. 134610

801 Garden Street, Suite 301  
Santa Barbara, CA 93101  
Tel: (805) 456-1496  
Fax: (206) 623-3384  
mpreusch@kellerrohrback.com

**Sarah R. Osborn**, OSB No. 222119  
KELLER ROHRBACK L.L.P.  
601 SW 2<sup>nd</sup> Ave., Suite 1900  
Portland, OR 97204  
Tel: (206) 623-1900  
sosborn@kellerrohrback.com

**Cody Berne**, OSB No. 142797  
STOLL STOLL BERNE LOKTING  
& SHLACHTER P.C.  
209 SW Oak Street, Suite 500  
Portland, OR 97204  
Tel: (503) 227-1600  
Fax: (503) 227-6840  
[cberne@stollberne.com](mailto:cberne@stollberne.com)

**Derek C. Johnson**, OSB No. 882340  
**Marilyn A. Heiken**, OSB No. 923308  
JOHNSON JOHNSON LUCAS &  
MIDDLETON, PC  
975 Oak Street, Suite 1050  
Eugene, OR 97401  
Tel: (541) 484-2434  
Fax: (541) 484-0882  
[djohnson@justicelawyers.com](mailto:djohnson@justicelawyers.com)

**Alexander G. Tievsky**, WSBA No. 57125  
*(pro hac vice application pending)*  
EDELSON PC  
350 N LaSalle Street, 14th Floor  
Chicago, IL 60654  
Tel: (312) 589-6370  
Fax: (312) 589-6378  
[atievsky@edelson.com](mailto:atievsky@edelson.com)

*Attorneys for Petitioner and the James class*



# EXHIBIT A

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

STOEL RIVES LLP  
760 SW Ninth Avenue, Suite 3000, Portland, OR 97205  
Main 503.224.3380 Fax 503.220.2480

JEANYNE JAMES, ROBIN COLBERT,  
JANE DREVO, SAM DREVO, BROOKE  
EDGE AND BILL EDGE, SR., LORI  
FOWLER, IRIS HAMPTON, JAMES  
HOLLAND, RACHELLE MCMASTER,  
KRISTINA MONTOYA, NORTHWEST  
RIVER GUIDES, LLC, SHARIENE  
STOCKTON AND KEVIN STOCKTON,  
VICTOR PALFREYMAN, PALFREYMAN  
FAMILY TRUST, and DUANE BRUNN,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

PACIFICORP, an Oregon corporation; and  
PACIFIC POWER, an Oregon registered  
electric utility and assumed business name of  
PACIFICORP,

Defendants.

Nos. 20CV33885 (*Lead*)  
20CV37430 (*Consolidated*)  
21CV33595 (*Consolidated*)  
22CV26326 (*Consolidated*)  
22CV29694 (*Consolidated*)  
22CV29976 (*Consolidated*)  
22CV30450 (*Consolidated*)

DEFENDANTS' RESPONSES AND  
OBJECTIONS TO PHASE II  
PLAINTIFFS' FIRST SET OF  
REQUESTS FOR ADMISSION

Assigned to: Hon. Steffan Alexander

Trial Date: January 8, 2024

**PROPOUNDING PARTIES:** Plaintiffs Mary Becherer, Alfred Cuzzo, Deborah  
Fawcett, David Giller, Richard Jensen, Scott Johnson,  
Frank King, the King Revocable Trust, Stephen Nielsen,  
Cory Staniforth, and Deborah Tank

**RESPONDING PARTIES:** Defendants PacifiCorp and Pacific Power

**SET ONE:** One (1-30)

Pursuant to Oregon Rule of Civil Procedure 45, Defendants PacifiCorp and Pacific  
Power ("PacifiCorp" or "Defendant") hereby submit the following responses and objections

1 to the First Set of Requests for Admission propounded by Plaintiffs Mary Becherer, Alfred  
2 Cuzzo, Deborah Fawcett, David Giller, Richard Jensen, Scott Johnson, Frank King, the  
3 King Revocable Trust, Stephen Nielsen, Cory Staniforth, and Deborah Tank.

4 **I. PRELIMINARY STATEMENT**

5 These objections, while based on diligent inquiry and investigation by Defendant,  
6 necessarily reflect only the current state of Defendant’s knowledge, understanding, and belief  
7 based upon those facts and information presently and specifically known and readily  
8 available to Defendant at this time. Discovery in this matter has only just begun. Further  
9 discovery, depositions, investigation, legal research, and analysis may supply additional  
10 facts, add meaning to known facts, and/or establish entirely new factual conclusions or legal  
11 contentions, all of which may lead to additions to, changes in, and variations from the present  
12 responses.

13 Furthermore, Defendant’s responses will be given without prejudice to its right to  
14 produce, use, or rely upon, at a hearing, trial, or otherwise, facts, documents, things, or  
15 information that are subsequently discovered, the relevance of which has not yet been  
16 determined, or which was omitted from its responses by mistake, error, inadvertence,  
17 excusable neglect, or otherwise. Without in any way obligating itself to do so, Defendant  
18 reserves the right to supplement, modify, revise, or amend these responses and objections and  
19 to correct any inadvertent errors or omissions which may be contained herein, based upon  
20 information that Defendant may subsequently obtain or discover. A partial response to any  
21 Request for Admission that has been objected to in whole, or in part, is not a waiver of the  
22 objection. Defendant makes these responses subject to all appropriate objections that may be  
23 made later in the proceedings.

24 Defendant reserves the right to interpose any such objection at the time of deposition  
25 or in any subsequent proceedings in, or the trial of, this or any other action. Defendant

26

1 makes these responses subject to all appropriate objections that may be made later in the  
2 proceedings.

3 Nothing contained herein is intended as, nor shall in any way be deemed, a waiver of  
4 the attorney-client privilege, the attorney work product doctrines, the right of privacy, or any  
5 other privilege or immunity available under the United States Constitution, the Constitution  
6 of the State of Oregon, any federal or state statute, or common law. In the event Defendant  
7 inadvertently discloses information protected by any applicable privilege or immunity,  
8 Defendant specifically reserves the right to demand the return of such information without  
9 prejudice.

10 **II. GENERAL OBJECTIONS**

11 Defendant makes the following general objections (collectively, the “General  
12 Objections”) to each Request contained within Plaintiffs’ Requests for Admission, Set One.  
13 The assertion of the same, similar, or additional objections, or the provision of responses to  
14 the Requests does not constitute waiver of any of Defendant’s objections as set forth below.

15 Each of the General Objections is incorporated by reference in each of the specific  
16 objections and responses below as if fully set forth therein. For emphasis, one or more of the  
17 General Objections may be reiterated in a specific response. The absence or inclusion or any  
18 reiteration in a specific response is neither intended as, nor shall be construed as, a limitation  
19 or waiver of any General Objection or any other specific objection made herein. Defendant  
20 reserves the right to make such additional objections as may be appropriate, and nothing  
21 contained herein shall be in any way construed as a waiver of any such objection.

22 By making this response, Defendant does not concede that any of the requested  
23 information is relevant or properly discoverable or admissible and reserves the right to object  
24 to discovery into the subject matter addressed in any information produced and to the  
25 introduction of such information into evidence.

26 ///

1           1.       Defendant objects to each Request for Admission to the extent that it  
2 expressly or impliedly seeks the disclosure of information prepared in anticipation of  
3 litigation or trial, or is protected by any privilege or immunity including, without limitation,  
4 the attorney-client privilege, the work product doctrine, the right of privacy, or any personal  
5 privilege or immunity available under the United States Constitution, the Constitution of the  
6 State of Oregon, any federal or state statute, or common law. Information covered by such  
7 privileges is not subject to disclosure, and the Requests for Admission will not be construed  
8 to seek such information. Specific objections on the grounds of privilege are provided for  
9 emphasis and clarity only, and the absence of a specific objection should not be interpreted as  
10 evidence that Defendant does not object to a Request for Admission based on an applicable  
11 privilege. Nothing contained in these Responses is intended as, nor shall in any way be  
12 deemed, a waiver of the attorney-client privilege, the work product doctrine, the right of  
13 privacy, or any other applicable privilege or immunity. By responding to these Requests,  
14 Defendant does not waive the right to assert any and all privileges at any time.

15           2.       Defendant objects to the Requests for Admission including, but not limited to,  
16 the definitions, to the extent they are inconsistent with, seek to impose obligations not  
17 required by, or seek to expand the scope of permissible discovery under the Oregon Rules of  
18 Civil Procedure, the Multnomah County Supplemental Local Rules, or any order or ruling by  
19 the Court in this action.

20           3.       Defendant objects to the Requests for Admission to the extent that they are  
21 vague, ambiguous, overbroad, or otherwise lack sufficient precision to permit a response.  
22 Defendant has made an effort to respond to the Requests, where possible, as it understands  
23 and interprets them.

24           4.       Defendant objects to each Request for Admission to the extent that it is not  
25 reasonably calculated to lead to the discovery of admissible evidence, purports to require  
26 production of information that is not relevant to the claims and defenses in the action, or is

1 not proportional to the needs of this case. In Defendant’s response to each Request,  
2 Defendant will not undertake to provide such information.

3 5. Defendant objects to the Requests for Admission including, but not limited to,  
4 the definitions, to the extent that they are overly broad, are unduly burdensome, seek  
5 irrelevant information, and cause Defendant unwarranted annoyance, embarrassment, or  
6 undue expense.

7 6. Defendant objects to the Requests for Admission to the extent that they  
8 require Defendant to produce information not in the possession, custody, or control of  
9 Defendant. Defendant’s responses and objections shall not be construed as representations  
10 regarding the existence or nonexistence of information outside his possession, custody, or  
11 control. Defendant also objects to the Requests to the extent they seek information that is  
12 public, is already in the possession, custody or control of, or is equally accessible to,  
13 Plaintiffs.

14 7. Defendant objects to each Request for Admission to the extent that it  
15 expressly or impliedly seeks information that is confidential, personal, or proprietary in  
16 nature, or that constitutes protected commercial, financial, or trade secret information of  
17 Defendant or third parties.

18 8. Any response of Defendant to an individual Request is not intended to be, and  
19 shall not be construed as, an admission that any factual or legal predicate stated in the  
20 Request is accurate.

21 9. Defendant objects to each Request for Admission to the extent that it assumes  
22 facts that do not exist or the occurrence of events that did not take place. In furnishing the  
23 responses herein, Defendant does not concede the truth of any assertion or implication  
24 contained in any of the Requests.

25 10. Defendant objects to the Requests for Admission to the extent that they are  
26 impermissibly compound and are, in fact, multiple Requests.

1 11. Defendant objects to the Requests for Admission on the ground that they are  
2 premature at the present stage of these proceedings.

3 12. Defendant objects to the definitions of “YOU,” “YOUR,” and  
4 “PACIFICORP” as overbroad, vague and ambiguous. Furthermore, Defendant objects that  
5 the definitions of “YOU,” “YOUR,” and “PACIFICORP” is overbroad, vague and  
6 ambiguous, and calling for information about entities that Defendant does not control or have  
7 knowledge of, because it purports to include any “agents...and all persons acting or  
8 purporting to act on its behalf for any purpose whatsoever. This specifically includes  
9 insurance adjustors, attorneys, etc.” Defendant will interpret these Requests for Admission  
10 as applying only to PacifiCorp, its current officers, and its current employees.

11 13. Defendant objects to the definition of Labor Day Fires as “including” (but  
12 apparently not limited to) the “Santiam Canyon Fire,” Echo Mountain Complex Fire, South  
13 Obenchain Fire, and 242 Fire. Defendant interprets the phrase Labor Day Fires as only  
14 including those fires at issue in this case.

15 14. Defendant objects to the definitions of 242 Fire, South Obenchain Fire, Echo  
16 Mountain Complex Fire, and “Santiam Canyon Fire” as not self-contained within Plaintiffs’  
17 requests for admission, and because Plaintiffs’ references to trial exhibits appear to cite the  
18 wrong page numbers. Defendant interprets the boundaries of each fire to have the same  
19 meaning as is reflected in the parties’ December 8, 2023, stipulation regarding properties  
20 within the boundaries of the certified class.

21 Subject to the Preliminary Statement and General Objections outlined above and the  
22 more specific objections set forth below, Defendant responds as follows:

23 **RESPONSES TO REQUESTS FOR ADMISSIONS**

24 **REQUEST FOR ADMISSION NO. 1:**

25 51579 Gates Bridge Rd. East, Gates, OR 97346 is within the boundaries of the  
26 Santiam Canyon Fire.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Defendant restates its Preliminary Statement and General Objections. Defendant  
3 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
4 definition in this case did not refer solely to whether property was within a defined territory;  
5 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
6 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
7 an admission of whether a property falls within the outer bounds of the lines contained in the  
8 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
9 to the same in the parties’ December 8, 2023 stipulation. Subject to and without waiving the  
10 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
11 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
12 admitting that any other component of the class definition has been met for the property or  
13 plaintiff associated with that listed address.

14 **REQUEST FOR ADMISSION NO. 2:**

15 2561 Butte Falls Hwy., Eagle Point, OR 97524 is within the boundaries of the South  
16 Obenchain Fire.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

18 Defendant restates its Preliminary Statement and General Objections. Defendant  
19 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
20 definition in this case did not refer solely to whether property was within a defined territory;  
21 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
22 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
23 an admission of whether a property falls within the outer bounds of the lines contained in the  
24 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
25 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
26 foregoing objections, Defendant admits that the listed address is wholly or partly within the



1 boundaries of what has been termed the South Obenchain Fire, while denying and not  
2 admitting that any other component of the class definition has been met for the property or  
3 plaintiff associated with that listed address.

4 **REQUEST FOR ADMISSION NO. 3:**

5 51725 Gates Bridge East, Gates, OR 97346 is within the boundaries of the Santiam  
6 Canyon Fire.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

8 Defendant restates its Preliminary Statement and General Objections. Defendant  
9 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
10 definition in this case did not refer solely to whether property was within a defined territory;  
11 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
12 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
13 an admission of whether a property falls within the outer bounds of the lines contained in the  
14 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
15 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
16 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
17 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
18 admitting that any other component of the class definition has been met for the property or  
19 plaintiff associated with that listed address.

20 **REQUEST FOR ADMISSION NO. 4:**

21 25672 Dewitt Ln. SE, Lyons, OR 97358 is within the boundaries of the Santiam  
22 Canyon Fire.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

24 Defendant restates its Preliminary Statement and General Objections. Defendant  
25 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
26 definition in this case did not refer solely to whether property was within a defined territory;

1 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
2 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
3 an admission of whether a property falls within the outer bounds of the lines contained in the  
4 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
5 to the same in the parties' December 8, 2023, stipulation. Subject to and without waiving the  
6 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
7 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
8 admitting that any other component of the class definition has been met for the property or  
9 plaintiff associated with that listed address.

10 **REQUEST FOR ADMISSION NO. 5:**

11 Fisherman's Bend Recreation Site in Mill City, Oregon, is within the boundaries of  
12 the Santiam Canyon Fire.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

14 Defendant restates its Preliminary Statement and General Objections. Defendant  
15 objects that the phrase "within the boundaries" is vague and ambiguous because the class  
16 definition in this case did not refer solely to whether property was within a defined territory;  
17 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
18 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
19 an admission of whether a property falls within the outer bounds of the lines contained in the  
20 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
21 to the same in the parties' December 8, 2023, stipulation. Subject to and without waiving the  
22 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
23 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
24 admitting that any other component of the class definition has been met for the property or  
25 plaintiff associated with that listed address.

26 ///

1 **REQUEST FOR ADMISSION NO. 6:**

2 33502 Railroad Ave., Gates, OR 97346 is within the boundaries of the Santiam  
3 Canyon Fire.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

5 Defendant restates its Preliminary Statement and General Objections. Defendant  
6 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
7 definition in this case did not refer solely to whether property was within a defined territory;  
8 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
9 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
10 an admission of whether a property falls within the outer bounds of the lines contained in the  
11 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
12 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
13 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
14 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
15 admitting that any other component of the class definition has been met for the property or  
16 plaintiff associated with that listed address.

17 **REQUEST FOR ADMISSION NO. 7:**

18 310 N. Fawn Drive, Otis, OR 97368 is within the boundaries of the Echo Mountain  
19 Complex Fire.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

21 Defendant restates its Preliminary Statement and General Objections. Defendant  
22 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
23 definition in this case did not refer solely to whether property was within a defined territory;  
24 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
25 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
26 an admission of whether a property falls within the outer bounds of the lines contained in the

1 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
2 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
3 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
4 boundaries of what has been termed the Echo Mountain Complex Fire, while denying and  
5 not admitting that any other component of the class definition has been met for the property  
6 or plaintiff associated with that listed address.

7 **REQUEST FOR ADMISSION NO. 8:**

8 51420 Gates Bridge East, Gates, OR 97346 is within the boundaries of the Santiam  
9 Canyon Fire.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

11 Defendant restates its Preliminary Statement and General Objections. Defendant  
12 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
13 definition in this case did not refer solely to whether property was within a defined territory;  
14 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
15 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
16 an admission of whether a property falls within the outer bounds of the lines contained in the  
17 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
18 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
19 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
20 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
21 admitting that any other component of the class definition has been met for the property or  
22 plaintiff associated with that listed address.

23 ///

24 ///

25 ///

26 ///

1 **REQUEST FOR ADMISSION NO. 9:**

2 2220 Butte Falls Hwy., Eagle Point, OR 97524 is within the boundaries of the South  
3 Obenchain Fire.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

5 Defendant restates its Preliminary Statement and General Objections. Defendant  
6 objects that the phrase “within the boundaries” is vague and ambiguous because the class  
7 definition in this case did not refer solely to whether property was within a defined territory;  
8 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
9 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
10 an admission of whether a property falls within the outer bounds of the lines contained in the  
11 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
12 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
13 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
14 boundaries of what has been termed the South Obenchain Fire, while denying and not  
15 admitting that any other component of the class definition has been met for the property or  
16 plaintiff associated with that listed address.

17 **REQUEST FOR ADMISSION NO. 10:**

18 431 NE Cherry St., Mill City, OR 97360 is within the boundaries of the Santiam  
19 Canyon Fire.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

21 Defendant restates its Preliminary Statement and General Objections. Defendant  
22 objects that the phrase “within the boundaries” is vague and ambiguous, because the class  
23 definition in this case did not refer solely to whether property was within a defined territory;  
24 to be within the class, a property also had to experience fire activity, which Plaintiffs have  
25 defined as experiencing a minimum soil burn severity. To the extent Plaintiffs only request  
26 an admission of whether a property falls within the outer bounds of the lines contained in the

1 exhibits defined in the instructions, Defendant responds that it has already agreed to stipulate  
2 to the same in the parties’ December 8, 2023, stipulation. Subject to and without waiving the  
3 foregoing objections, Defendant admits that the listed address is wholly or partly within the  
4 boundaries of what has been termed the Santiam Canyon Fire, while denying and not  
5 admitting that any other component of the class definition has been met for the property or  
6 plaintiff associated with that listed address.

7 **REQUEST FOR ADMISSION NO. 11:**

8 PacifiCorp does not accept the jury’s verdict dated June 9, 2023, in this action.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

10 Defendant restates its Preliminary Statement and General Objections. Defendant  
11 objects that the phrase “does not accept” is vague and ambiguous. Defendant further objects  
12 that whether or not Defendant “accepts” a verdict is irrelevant to the issues remaining in this  
13 case. Defendant objects that this request is harassing and argumentative. Defendant objects  
14 that argument or reference to “accepting responsibility” is prejudicial and meant to inflame  
15 and manipulate the jury’s emotions, and bears no relevance to any issue any Phase II jury  
16 will be asked to determine. Subject to and without waiving the foregoing objections,  
17 Defendant recognizes the jury’s verdict dated June 9, 2023, for what it is, the terms of which  
18 speak for themselves.

19 **REQUEST FOR ADMISSION NO. 12:**

20 PacifiCorp does not accept responsibility for causing the 242 Fire.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

22 Defendant restates its Preliminary Statement and General Objections. Defendant  
23 objects that this request is vague and ambiguous. Defendant is committed to the  
24 communities it serves and to providing safe, reliable electrical service for the people of  
25 Oregon. Defendant further objects that whether or not Defendant “accepts responsibility” is  
26 irrelevant to the issues remaining in this case. Defendant objects that this request is harassing

1 and argumentative. Defendant objects that argument or reference to “accepting  
2 responsibility” is prejudicial and meant to inflame and manipulate the jury’s emotions, and  
3 bears no relevance to any issue any Phase II jury will be asked to determine. Defendant  
4 recognizes the jury’s June 9, 2023, verdict regarding Defendant’s legal responsibility for the  
5 Labor Day Fires for what it is, the terms of which speak for themselves.

6 **REQUEST FOR ADMISSION NO. 13:**

7 PacifiCorp does not accept responsibility for causing the South Obenchain Fire.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

9 Defendant restates its Preliminary Statement and General Objections. Defendant  
10 objects that this request is vague and ambiguous. Defendant is committed to the  
11 communities it serves and to providing safe, reliable electrical service for the people of  
12 Oregon. Defendant further objects that whether or not Defendant “accepts responsibility” is  
13 irrelevant to the issues remaining in this case. Defendant objects that this request is harassing  
14 and argumentative. Defendant objects that argument or reference to “accepting  
15 responsibility” is prejudicial and meant to inflame and manipulate the jury’s emotions, and  
16 bears no relevance to any issue any Phase II jury will be asked to determine. Defendant  
17 recognizes the jury’s June 9, 2023, verdict regarding Defendant’s legal responsibility for the  
18 Labor Day Fires for what it is, the terms of which speak for themselves.

19 **REQUEST FOR ADMISSION NO. 14:**

20 PacifiCorp does not accept responsibility for causing the Echo Mountain Complex  
21 Fire.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

23 Defendant restates its Preliminary Statement and General Objections. Defendant  
24 objects that this request is vague and ambiguous. Defendant is committed to the  
25 communities it serves and to providing safe, reliable electrical service for the people of  
26 Oregon. Defendant further objects that whether or not Defendant “accepts responsibility” is

1 irrelevant to the issues remaining in this case. Defendant objects that this request is harassing  
2 and argumentative. Defendant objects that argument or reference to “accepting  
3 responsibility” is prejudicial and meant to inflame and manipulate the jury’s emotions, and  
4 bears no relevance to any issue any Phase II jury will be asked to determine. Defendant  
5 recognizes the jury’s June 9, 2023, verdict regarding Defendant’s legal responsibility for the  
6 Labor Day Fires for what it is, the terms of which speak for themselves.

7 **REQUEST FOR ADMISSION NO. 15:**

8 PacifiCorp does not accept responsibility for causing the Santiam Canyon Fire.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

10 Defendant restates its Preliminary Statement and General Objections. Defendant  
11 objects that this request is vague and ambiguous. Defendant is committed to the  
12 communities it serves and to providing safe, reliable electrical service for the people of  
13 Oregon. Defendant further objects that whether or not Defendant “accepts responsibility” is  
14 irrelevant to the issues remaining in this case. Defendant objects that this request is harassing  
15 and argumentative. Defendant objects that argument or reference to “accepting  
16 responsibility” is prejudicial and meant to inflame and manipulate the jury’s emotions, and  
17 bears no relevance to any issue any Phase II jury will be asked to determine. Defendant  
18 recognizes the jury’s June 9, 2023, verdict regarding Defendant’s legal responsibility for the  
19 Labor Day Fires for what it is, the terms of which speak for themselves.

20 **REQUEST FOR ADMISSION NO. 16:**

21 PacifiCorp intends to try to pass the cost of the jury’s verdict dated June 9, 2023, to  
22 its Oregon customers.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

24 Defendant restates its Preliminary Statement and General Objections. Defendant  
25 objects that this request is vague and ambiguous as to “intend,” “try to,” and “pass the cost.”  
26 Defendant further objects that whether or not Defendant is permitted to seek any cost



1 recovery relating to the Labor Day Fires is irrelevant to the issues in this case. If Plaintiffs  
2 object to cost recovery, they're free to file objections before the Public Utility Commission.  
3 Defendant objects that this request is harassing and argumentative. Defendant objects that  
4 argument or reference to "passing costs" is prejudicial and meant to inflame and manipulate  
5 the jury's emotions, and bears no responsibility to any issue any Phase II jury will be asked  
6 to determine. Subject to and without waiving the foregoing objections, Defendant states that  
7 reasonably inquiry has been made and that the information known or readily obtainable is  
8 insufficient to enable the answering party to admit or deny; Defendant accordingly lacks  
9 knowledge or information necessary to respond to this request and on that basis denies the  
10 same.

11 **REQUEST FOR ADMISSION NO. 17:**

12 PacifiCorp has asked the Oregon Public Utilities Commission to authorize a modified  
13 tariff for PacifiCorp's Oregon customers that would prevent James class members from  
14 recovering special, noneconomic, punitive, incidental, indirect, and consequential damages  
15 arising from any of the Labor Day 2020 Fires.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

17 Defendant restates its Preliminary Statement and General Objections. Defendant  
18 objects that this request is vague and ambiguous. Defendant objects that this issue is  
19 irrelevant to the Phase II proceedings because the parties have stipulated to avoid reference to  
20 any of Defendant's post-fire regulatory filings in the Phase II trials relevant to propounding  
21 parties. Defendant objects that this request is harassing, argumentative, and prejudicial.  
22 Defendant further objects that while Defendant has proposed certain amendments to its  
23 tariffs, the Public Utility Commission has not determined whether to accept those  
24 amendments, and their legal effect has not been determined by any Court. To that end,  
25 reasonably inquiry has been made and the information known or readily obtainable is  
26 insufficient to enable Defendant to admit or deny whether any tariff amendments, if

1 permitted by the Public Utility Commission, would have any effect as to James class  
2 members; Defendant accordingly lacks knowledge or information necessary to respond to  
3 this request and on that basis denies the same.

4 **REQUEST FOR ADMISSION NO. 18:**

5 PacifiCorp has asked the Oregon Public Utilities Commission to authorize a modified  
6 tariff for PacifiCorp's Oregon customers that would prevent fire victims from recovering  
7 special, noneconomic, punitive, incidental, indirect, and consequential damages arising from  
8 any of the Labor Day 2020 Fires.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

10 Defendant restates its Preliminary Statement and General Objections. Defendant  
11 objects that this request is vague and ambiguous. Defendant objects that this issue is  
12 irrelevant to the Phase II proceedings because the parties have stipulated to avoid reference to  
13 any of Defendant's post-fire regulatory filings in the Phase II trials relevant to propounding  
14 parties. Defendant objects that this request is harassing, argumentative, and prejudicial.  
15 Defendant further objects that while Defendant has proposed certain amendments to its  
16 tariffs, the Public Utility Commission has not determined whether to accept those  
17 amendments, and their legal effect has not been determined by any Court. To that end,  
18 reasonably inquiry has been made and the information known or readily obtainable is  
19 insufficient to enable Defendant to admit or deny whether any tariff amendments, if  
20 permitted by the Public Utility Commission, would have any effect as to James class  
21 members; Defendant accordingly lacks knowledge or information necessary to respond to  
22 this request and on that basis denies the same.

23 **REQUEST FOR ADMISSION NO. 19:**

24 The jury's verdict dated June 9, 2023, found PacifiCorp's negligence was a cause of  
25 harm to the entire class within the boundaries of the Echo Mountain Complex Fire, the  
26 Santiam Canyon Fire, the South Obenchain Fire, and the 242 Fire.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

2 Defendant restates its Preliminary Statement and General Objections. Defendant also  
3 objects that the jury’s verdict with regards to the 242 Fire is irrelevant for Propounding  
4 parties given that no Phase II Plaintiff for the January trial is seeking damages arising from  
5 that fire. Defendant further objects that the specifics of the jury’s verdict, including its  
6 findings in regard to the entire class for the Echo Mountain Complex Fire, Santiam Canyon  
7 Fire, and South Obenchain Fire, are irrelevant and go beyond the scope of the issues of the  
8 Phase II trial. Defendant further objects that the verdict speaks for itself. Defendant further  
9 objects to this request on the grounds that it seeks a legal conclusion. Subject to and without  
10 waiving the foregoing objections, Defendant admits that the terms of the jury’s verdict dated  
11 June 9, 2023 speak for themselves. Defendant reserves and does not waive its objections as  
12 stated in its posttrial motions.

13 **REQUEST FOR ADMISSION NO. 20:**

14 The jury’s verdict dated June 9, 2023, found PacifiCorp’s gross negligence was a  
15 cause of harm to the entire class within the boundaries of the Echo Mountain Complex Fire,  
16 the Santiam Canyon Fire, the South Obenchain Fire, and the 242 Fire.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

18 Defendant restates its Preliminary Statement and General Objections. Defendant also  
19 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
20 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
21 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain  
22 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
23 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
24 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
25 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
26

1 the terms of the jury’s verdict dated June 9, 2023, speak for themselves. Defendant reserves  
2 and does not waive its objections as stated in its posttrial motions.

3 **REQUEST FOR ADMISSION NO. 21:**

4 The jury’s verdict dated June 9, 2023, found PacifiCorp’s conduct was reckless as to  
5 the entire class within the boundaries of the Echo Mountain Complex Fire, the Santiam  
6 Canyon Fire, the South Obenchain Fire, and the 242 Fire.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

8 Defendant restates its Preliminary Statement and General Objections. Defendant also  
9 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
10 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
11 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain  
12 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
13 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
14 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
15 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
16 the terms of the jury’s verdict dated June 9, 2023, speak for themselves . Defendant reserves  
17 and does not waive its objections as stated in its posttrial motions.

18 **REQUEST FOR ADMISSION NO. 22:**

19 The jury’s verdict dated June 9, 2023, found PacifiCorp’s conduct was willful as to  
20 the entire class within the boundaries of the Echo Mountain Complex Fire, the Santiam  
21 Canyon Fire, the South Obenchain Fire, and the 242 Fire.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

23 Defendant restates its Preliminary Statement and General Objections. Defendant also  
24 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
25 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
26 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain

1 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
2 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
3 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
4 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
5 the terms of the jury’s verdict dated June 9, 2023, speak for themselves. Defendant reserves  
6 and does not waive its objections as stated in its posttrial motions.

7 **REQUEST FOR ADMISSION NO. 23:**

8 The jury’s verdict dated June 9, 2023, found PacifiCorp’s private nuisance was a  
9 cause of harm to the entire class within the boundaries of the Echo Mountain Complex Fire,  
10 the Santiam Canyon Fire, the South Obenchain Fire, and the 242 Fire.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

12 Defendant restates its Preliminary Statement and General Objections. Defendant also  
13 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
14 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
15 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain  
16 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
17 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
18 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
19 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
20 terms of the jury’s verdict dated June 9, 2023, speak for themselves Defendant reserves and  
21 does not waive its objections as stated in its posttrial motions.

22 **REQUEST FOR ADMISSION NO. 24:**

23 The jury’s verdict dated June 9, 2023, found PacifiCorp’s public nuisance was a  
24 cause of harm to the entire class within the boundaries of the Echo Mountain Complex Fire,  
25 the Santiam Canyon Fire, the South Obenchain Fire, and the 242 Fire.

26 ///

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

2 Defendant restates its Preliminary Statement and General Objections. Defendant also  
3 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
4 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
5 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain  
6 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
7 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
8 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
9 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
10 the terms of the jury’s verdict dated June 9, 2023, speak for themselves. Defendant reserves  
11 and does not waive its objections as stated in its posttrial motions.

12 **REQUEST FOR ADMISSION NO. 25:**

13 The jury’s verdict dated June 9, 2023, found PacifiCorp’s trespass was a cause of  
14 harm to the entire class within the boundaries of the Echo Mountain Complex Fire, the  
15 Santiam Canyon Fire, the South Obenchain Fire, and the 242 Fire.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

17 Defendant restates its Preliminary Statement and General Objections. Defendant also  
18 objects that the jury’s verdict with regards to the 242 Fire is irrelevant given that no Phase II  
19 Plaintiff is seeking damages arising from that fire. Defendant further objects that the specifics  
20 of the jury’s verdict, including its findings in regard to the entire class for the Echo Mountain  
21 Complex Fire, Santiam Canyon Fire, and South Obenchain Fire, are irrelevant and go beyond  
22 the scope of the issues of the Phase II trial. Defendant further objects that the verdict speaks  
23 for itself. Defendant further objects to this request on the grounds that it seeks a legal  
24 conclusion. Subject to and without waiving the foregoing objections, Defendant admits that  
25 the terms of the jury’s verdict dated June 9, 2023, speak for themselves . Defendant reserves  
26 and does not waive its objections as stated in its posttrial motions.

1 **REQUEST FOR ADMISSION NO. 26:**

2 Between 2015 and 2019, PacifiCorp paid more than \$3 billion in dividends to PPW  
3 Holdings LLC, which is a direct, wholly owned subsidiary of Berkshire Hathaway Energy  
4 Company.

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 26:**

6 Defendant restates its Preliminary Statement and General Objections. Defendant  
7 objects that the term “dividends” is vague and ambiguous. Defendant also objects that the  
8 amount of dividends paid between 2015 and 2019, any reference to PPW Holdings LLC, and  
9 any reference to Berkshire Hathaway Energy Company are all irrelevant and prejudicial, and  
10 go beyond the scope of the issues of the Phase II trial. Defendant objects that Plaintiffs have  
11 already agreed not to present evidence of Defendant’s financial condition and thus this  
12 Request is moot. Subject to and without waiving the foregoing objections, Defendant admits  
13 that PacifiCorp paid more than \$3 billion in total dividends to PPW Holdings LLC between  
14 2015 and 2019.

15 **REQUEST FOR ADMISSION NO. 27:**

16 PacifiCorp’s net income in 2019 was at least \$771 million.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 27:**

18 Defendant restates its Preliminary Statement and General Objections. Defendant  
19 objects that the terms “net income” and “at least” are vague and ambiguous. Defendant also  
20 objects that the amount of net income in 2019 is irrelevant and prejudicial, and goes beyond  
21 the scope of the issues of the Phase II trial. Defendant objects that Plaintiffs have already  
22 agreed not to present evidence of Defendant’s financial condition and thus this Request is  
23 moot. Subject to and without waiving the foregoing objections, Defendant admits that  
24 PacifiCorp’s net income in 2019 was approximately \$771 million.

25 **REQUEST FOR ADMISSION NO. 28:**

26 PacifiCorp’s net income in 2020 was at least \$739 million.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

2 Defendant restates its Preliminary Statement and General Objections. Defendant  
3 objects that the terms “net income” and “at least” are vague and ambiguous. Defendant also  
4 objects that the amount of net income in 2020 is irrelevant and prejudicial, and goes beyond  
5 the scope of the issues of the Phase II trial. Defendant objects that Plaintiffs have already  
6 agreed not to present evidence of Defendant’s financial condition and thus this Request is  
7 moot. Subject to and without waiving the foregoing objections, Defendant admits that  
8 PacifiCorp’s net income in 2020 was approximately \$739 million.

9 **REQUEST FOR ADMISSION NO. 29:**

10 PacifiCorp’s net income in 2021 was at least \$888 million.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

12 Defendant restates its Preliminary Statement and General Objections. Defendant  
13 objects that the terms “net income” and “at least” are vague and ambiguous. Defendant also  
14 objects that the amount of net income in 2021 is irrelevant and prejudicial, and goes beyond  
15 the scope of the issues of the Phase II trial. Defendant objects that Plaintiffs have already  
16 agreed not to present evidence of Defendant’s financial condition and thus this Request is  
17 moot. Subject to and without waiving the foregoing objections, Defendant admits that  
18 PacifiCorp’s net income in 2021 was approximately \$888 million.

19 **REQUEST FOR ADMISSION NO. 30:**

20 PacifiCorp’s net income in 2022 was at least \$920 million.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 30:**

22 Defendant restates its Preliminary Statement and General Objections. Defendant  
23 objects that the terms “net income” and “at least” are vague and ambiguous. Defendant also  
24 objects that the amount of net income in 2022 is irrelevant and prejudicial, and goes beyond  
25 the scope of the issues of the Phase II trial. Defendant objects that Plaintiffs have already  
26 agreed not to present evidence of Defendant’s financial condition and thus this Request is



1 moot. Subject to and without waiving the foregoing objections, Defendant admits that  
2 PacifiCorp's net income in 2022 was approximately \$920 million.

3

4 DATED: December 13, 2023

STOEL RIVES LLP

5

6

s/ Reilley D. Keating  
PER A. RAMFJORD, OSB No. 934024  
per.ramfjord@stoel.com  
BRAD S. DANIELS, OSB No. 025178  
brad.daniels@stoel.com  
REILLEY D. KEATING, OSB No. 073762  
reilley.keating@stoel.com  
Telephone: (503) 224-3380

7

8

9

10

-AND-

11

Alison L. Plessman, *pro hac vice*  
aplessman@hueston.com  
William M. Larsen, *pro hac vice*  
wlarsen@hueston.com  
Stephanie W. Xiao, *pro hac vice*  
sxiao@hueston.com  
Khoa D. Nguyen, *pro hac vice*  
knguyen@hueston.com  
Rajan S. Trehan, *pro hac vice*  
rajan.trehan@hueston.com  
Blair E. Ganson, *pro hac vice*  
bganson@hueston.com  
Padraic w. Foran, *pro hac vice*  
pforan@hueston.com  
HUESTON HENNIGAN LLP  
523 West 6th Street, Suite 400  
Los Angeles, CA 90014  
Telephone: (213) 788-4340

12

13

14

15

16

17

18

19

20

21

Douglas J. Dixon, *pro hac vice*  
ddixon@hueston.com  
Craig A. Fligor, *pro hac vice*  
cfligor@hueston.com  
Michael P. Schneider, *pro hac vice*  
mschneider@hueston.com  
HUESTON HENNIGAN LLP  
620 Newport Center Drive, Suite 1300  
Newport Beach, CA 92660  
Telephone: (949) 229-6840

22

23

24

25

26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

-AND-

Blaine Evanson, *pro hac vice*  
bevanson@gibsondunn.com  
GIBSON, DUNN & CRUTCHER LLP  
3161 Michelson Drive  
Irvine, California, 92612  
Telephone: (949) 451-3800

*Attorneys for Defendants PacifiCorp and  
Pacific Power*

**CERTIFICATE OF SERVICE**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

I hereby certify that I served a true and correct copy of the foregoing documents titled  
DEFENDANTS’ RESPONSES AND OBJECTIONS TO PHASE II PLAINTIFFS’ FIRST  
SET OF REQUESTS FOR ADMISSION on the following named person(s) on the date  
indicated below by

- mailing with postage prepaid.       email. (courtesy copy only)
- hand delivery.       email pursuant to agreement among parties/counsel dated October 29, 2020, consenting to service via email. (Plaintiffs James, et al. only)
- overnight delivery.       eService via OJD eFile. (if registered)

If by mail or overnight delivery, a true copy of the above referenced document was served upon said persons, contained in a sealed envelope or package, addressed to said persons or at their last-known addresses indicated below.

**Service List Attached**

DATED: December 13, 2023

s/ Reilley D. Keating  
REILLEY D. KEATING, OSB No. 073762  
Of Attorneys for Defendants PacifiCorp and Pacific Power



1 Amy B. Hausmann  
Nicholas H. Rosinia  
2 Zoë Seaman-Grant  
Landon Webster  
3 EDELSON PC  
350 N. LaSalle Street, 14th Floor  
4 Chicago, IL 60654

abhausmann@edelson.com  
nrosinia@edelson.com  
zseaman-grant@edelson.com  
lwebster@edelson.com

5 Derek C Johnson  
Marilyn A Heiken  
6 JOHNSON JOHNSON LUCAS &  
MIDDLETON  
7 975 Oak Street, Suite 1050  
Eugene OR 97401

djohnson@justicelawyers.com  
mheiken@justicelawyers.com  
anibblett@justicelawyers.com

8 **Attorneys for Allen Plaintiffs, Cady Plaintiffs, and Logan Plaintiffs:**

9 Gerald Singleton  
10 Susan Dussault  
John Lemon  
11 SINGLETON SCHREIBER LLP  
591 Camino De La Reina Suite 1025  
12 San Diego CA 92108

gsingleton@singletonschreiber.com  
sdussault@singletonschreiber.com  
jlemon@singletonschreiber.com

13 **Attorneys for Freres Timber and C.W. Specialty Lumber, Inc. Plaintiffs:**

14 Michael E. Haglund  
Christopher Lundberg  
15 Christopher T. Griffith  
Matt Malmsheimer  
16 HAGLUND KELLEY LLP, Attorneys At Law  
2177 SW Broadway  
17 Portland, OR 97201

haglund@hk-law.com  
clundberg@hk-law.com  
cgriffith@hk-law.com  
mmalmsheimer@hk-law.com

18 **Attorneys for Bell Plaintiffs (22CV30450):**

19 Brady Mertz  
BRADY MERTZ, PC  
20 685 Church St NE  
Salem, OR 97301

brady@bradymertz.com

21 Alexander Robertson, IV  
22 ROBERTSON & ASSOCIATES, LLP  
32121 Lindero Canyon Road, Suite 200  
23 Westlake Village, CA 91361

arobertson@arobertsonlaw.com

24 Robert A. Curtis  
FOLEY BEZEK BEHLE & CURTIS, LLP  
25 15 W. Carrillo St.  
Santa Barbara, CA 93101  
26

rcurtis@foleybezek.com

# EXHIBIT B

NORTHWEST RIVER GUIDES LLC



Questions: Call 1-888-221-7070 24 hours a day, 7 days a week pacificpower.net



BILLING DATE: Dec 15, 2023

ACCOUNT NUMBER: [REDACTED]

DUE DATE: Jan 4, 2024

AMOUNT DUE: [REDACTED]



Your Balance With Us

Table with 2 columns: Description, Amount. Rows: Previous Account Balance, Payments/Credits, New Charges, Current Account Balance.

Payments Received

Table with 3 columns: DATE, DESCRIPTION, AMOUNT. Row: Dec 4, 2023 Payment Received - Thank You. Total Payments row.

Note: You're helping the environment and yourself by participating in paperless billing - here's a \$0.50 credit.

Detailed Account Activity

ITEM 5 - ELECTRIC SERVICE

115 NE Wall St Mill City OR General Service...store Schedule 23 Service ID: 619000381-001

Table with 7 columns: METER NUMBER, SERVICE PERIOD (From, To), ELAPSED DAYS, METER READINGS (Previous, Current), METER MULTIPLIER, AMOUNT USED THIS MONTH. Rows for Nov 9, 2023 - Dec 13, 2023 and Demand period.

Next scheduled read date: 01-15. Date may vary due to scheduling or weather.

NEW CHARGES - 12/23

Table with 4 columns: Description, UNITS, COST PER UNIT, CHARGE. Rows: Basic Charge, Delivery Charge, Supply Energy, System Benefits, Public Purpose, Low Income Discount, Low Income Assistance, Paperless Bill Credit, Total New Charges.

When you provide a check as payment, you authorize us to use the information from your check either to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

See reverse

Write account number on check & mail to: Pacific Power, PO Box 26000, Portland, OR 97256-0001

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.



PACIFIC POWER PO BOX 26000 PORTLAND OR 97256-0001



Historical Data - ITEM 5

Your Average Daily kwh Usage by Month

Table with 3 columns: PERIOD ENDING, DEC 2023, DEC 2022. Rows: Avg. Daily Temp, Total kwh, Avg. kwh per Day, Cost per Day.

From all of us at Pacific Power, we wish you a safe and happy holiday season.

Looking for other ways to pay?

Visit PacificPower.net/Pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Late Payment Charge for Oregon

A late payment charge of 2.0% may be charged on any balance not paid in full each month.

Change of Mailing Address or Phone? Check here & provide information on back.

Account Number: [REDACTED]

Date Due: Jan 4, 2024

AMOUNT DUE: [REDACTED]

Bank Payment - Do Not Pay

Please enter the amount enclosed.

NORTHWEST RIVER GUIDES LLC

Automatic Withdrawal for Total Amount Due to occur on the payment due date Exhibit B

BILLING DATE: **Dec 15, 2023** ACCOUNT NUMBER: [REDACTED] DUE DATE: **Jan 4, 2024** AMOUNT DUE: [REDACTED]

your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as we receive your payment and you will not receive your check back from your financial institution. If you would like to opt out of this program and continue processing your payment as a check transaction, please call 1-800-895-0561. If you have opted out previously, please disregard this message.

**Manage your account with ease**

Popular billing options include Auto Pay, Equal Pay and choice of due dates. You can even earn a credit each month when you sign up for paperless billing. See details and enroll at [PacificPower.net/BillOptions](http://PacificPower.net/BillOptions)

***New Mailing Address or Phone?***

Please print your new information below and check the box on the reverse side of this Payment Stub. Thank you.

ACCOUNT NUMBER: [REDACTED]

\_\_\_\_\_  
LAST FIRST M.I.

\_\_\_\_\_  
NEW STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
ST ZIP TELEPHONE NUMBER

This product contains fiber from well-managed, independently certified forests.