Personnel Services
Risk Management
OCT 06 2015
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CLAIM FOR DAMAGES

County of Fresno

THIS CLAIM MUST BE SUBMITTED BY MAIL OR PERSONAL DELIVERY. DO NOT E-MAIL.
Presentation of a false claim is a felony (CA Penal Code, Section 72)

NOTE: Claims for bodily injury or death, damage to personal property or damage to growing crops must be filed not later than six (6) months after the occurrence out of which the claim/claims arose. All other claims must be filed not later than one (1) year after the occurrence out of which the claim/claims arose. (CA Government Code, Section 911.2)

DIRECTIONS: File the original and one (1) copy of this form with the County of Fresno, Clerk to the Board of Supervisors, Hall of Records, Room 301, 2281 Tulare Street, Fresno, CA 93721.

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OCT 01 2015
CLERK. BOARD OF SUPERVISORS

Name of Claimant (Injured or damaged party)	☐ Mr. ☐ Mrs. ☐ Ms.	Sheriff's Foundation	Last
		for Public Safety	First
		Middle: n/a	
		/ /	Date of Birth
		Driver's License Number	

Home Address and Telephone Number	7633 North Weber Avenue	Number and Street Address
	Fresno	City
	State	
	93722	Zip Code
	Telephone Number (559) 275-6733	

Social Security Number and Gender	- -	Social Security Number
	Gender: ☐ Male ☐ Female	

Business Address and Telephone Number	Same as Above	Number and Street Address
	City	State
	Zip Code	
	Telephone Number ( )	

Where would you like notices sent?	☐ Home ☐ Business ☐ Attorney

When did the injury or damage occur?	04 / 17 / 2015	Friday	2 : 30 ☐ AM ☒ PM
	Month/Day/Year	Day of Week	Time of Day

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Where did the injury or damage occur?	7633 North Weber Avenue, Fresno, California 93722 Street address, intersection or other location
How did the injury or damage occur?	As a tenant of the claimant, Sheriff's Dep't retained Fresno Public Works to operate a loader at the premises. During said work it is alleged that a gasline was struck by the County worker. Claimant was unaware that 1. County was going to operate a loader and 2. that any digging was to be performed by or for the tenant (Fresno County Sheriff's Dep't). Claimant has been sued by plaintiff who was injured in the explosion.

Names and telephone numbers of witnesses	Ismael Arrezeola and unidentified	( ) -
	County Sheriff personnel	( ) -
		( ) -

Names of County employees involved	Ismael Arrezeola and unidentified
	County Sheriff personnel

Police Agency and Police Report Number		
	Name of Police Agency	Report Number

What action or inaction of the County or its employee(s) caused your injury or damages?	Fresno County Employee Ismael Arrezeola allegedly struck a gas line with a loader resulting in an explosion. He had been retained by the Sheriff's Dep't, the tenant on the premises to perfom work. The Sheriff's Dep't had contracted for use of the premises with claimant and its predecessor. Said contract calls for County to indemnify claimant for this incident.

What injuries or damages did you suffer?	Claimant is seeking indemnification for expenses incurred defending matters by injured county employees and inmates, railroad damage and property damage (Ex. A). A copy of the currently filed lawsuit is attached hereto as well as the prior contract regarding the premises. (Ex. B)

Total amount claimed	$ Amount exceeds $25,000.00

DIRECTIONS: SIGN AND DATE THIS Claim for Damages below.

NOTE: If the signer is not the claimant, please indicate relationship of signer to the claimant (e.g., parent, attorney, etc.), and include full address.

Signature: Cornelius J Callahan	**Date** (month/day/year) 09 / 30 / 2015

Cornelius J. Callahan
(Type or Print name)

201 Needham Street, Modesto		CA	95354
Number and Street Address	City	State	Zip Code

Relationship to Claimant **Telephone Number:** (209) 576-1701

DIRECTIONS: Attach to this completed and signed form any bills for medical treatment and expenses, and any estimates or bills for repair/replacement of damaged personal property.

SUM-100

SUM...ONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SEP 10 2015
FRESNO COUNTY SUPERIOR COURT
By _____
CSP - DEPUTY

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
PACIFIC GAS & ELECTRIC COMPANY; PG&E CORPORATION; COUNTY OF FRESNO; FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC.; SHERIFF'S FOUNDATION FOR PUBLIC SAFETY; and DOES 1 to 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
EFRAIN GARCIA and CHRISTINA GUTIERREZ

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. *¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a* continuación

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
FRESNO COUNTY SUPERIOR COURT
1130 "O" STREET
Fresno, CA 93724

CASE NUMBER:
(Número del Caso):
15CECG02864

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
WARREN R. PABOOJIAN, #128462 559-431-5366 559-431-1702
ADAM B. STIRRUP, #257683
BARADAT & PABOOJIAN, INC.
720 WEST ALLUVIAL AVENUE, FRESNO, CA 93711

DATE: *(Fecha)* 9-10-15
Clerk, by *(Secretario)* CAROLYN S. PRENDERGAST, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Personnel Services
Risk Management
OCT 06 2015
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Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Legal Solutions Plus

Code of Civil Procedure §§ 412.20, 465

SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO CIVIL DEPARTMENT, CENTRAL DIVISION 1130 O Street Fresno, Ca 93722 559-457-1900	*FOR COURT USE ONLY* Filed Fresno County 09/10/2015 By System
TITLE OF CASE: **Efrain Garcia vs Padific Gas & Electric**	
NOTICE OF CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF JUDGE FOR ALL PURPOSES	CASE NUMBER: **15CECG02864**

To All Parties and their Attorneys of Record:

This case has been assigned to Judge **Mark W Snauffer** for **all purposes**.
All future hearings will be scheduled before this assigned judge.

You are required to appear at a Case Management Conference **on 01/11/2016 at 1:30pm in Room 104 located at 1130 O Street, Fresno, CA 93721**

You must comply with the requirements set forth in Fresno Superior Court Local Rules Chapter 2.

Failure to appear at the conference may result in imposition of sanctions, waiver of jury trial, or other adverse consequences.

Defendants: Appearance at the Case Management Conference does not excuse you from having to file your response in proper legal form within 30 days after the Summons is served on you. You could lose the case if you do not file your response on time. If you do not know an attorney, and do not have one, you may call an attorney referral service or a legal aide office (*listed in the phone book*).

IMPORTANT: This hearing is not a trial. It is for the court to inquire as to the status of the case and to determine what future hearings, including a trial date, need to be set.

DECLARATION

I declare under penalty of perjury under the laws of the State of California that I gave a copy of the **Notice of Case Management Conference and Assignment of Judge for All Purposes** to the person who presented this case for filing.

Date: **09/10/2015** Clerk, by CAROLYN S. PRENDERGAST, Deputy
C Prendergast

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
WARREN R. PABOOJIAN, #128462
ADAM B. STIRRUP, #257683
BARADAT & PABOOJIAN, INC.
720 W. ALLUVIAL AVE.
FRESNO, CA 93711
TELEPHONE NO.: 559-431-5366 FAX NO.: 559-431-1702
ATTORNEY FOR (Name): EFRAIN GARCIA and CHRISTINA GUTIERREZ

FOR COURT USE ONLY

FILED

SEP 1 9 2015

FRESNO COUNTY SUPERIOR COURT
By _____ CSP - DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
STREET ADDRESS: 1130 "O" STREET
MAILING ADDRESS:
CITY AND ZIP CODE: Fresno, CA 93724
BRANCH NAME: B.F. SISK COURTHOUSE

CASE NAME: GARCIA v. PACIFIC GAS & ELECTRIC COMPANY; et al.

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	15CECG02864
		JUDGE:
		DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [X] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: FOUR (4)
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 9/8/2015

WARREN R. PABOOJIAN, #128462
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Legal Solutions Plus

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case—Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief from Late Claim
  - Other Civil Petition

Warren R. Paboojian, No. 128462
BARADAT & PABOOJIAN, INC.
720 West Alluvial Avenue
Fresno, California 93711
Telephone: (559) 431-5366
Facsimile: (559) 431-1702

Attorneys for Plaintiffs
EFRAIN GARCIA and
CHRISTINA GUTIERREZ

FILED
SEP 10 2015
FRESNO COUNTY SUPERIOR COURT
By _____ CSP - DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF FRESNO

EFRAIN GARCIA and CHRISTINA GUTIERREZ,

Plaintiffs,

vs.

PACIFIC GAS & ELECTRIC COMPANY; PG&E CORPORATION; COUNTY OF FRESNO; FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC.; SHERIFF'S FOUNDATION FOR PUBLIC SAFETY; and DOES 1 to 100, inclusive,

Defendants.

Case No. 15 CE CG 02864

COMPLAINT FOR PERSONAL INJURIES AND LOSS OF CONSORTIUM

Plaintiffs, EFRAIN GARCIA and CHRISTINA GUTIERREZ, complain against Defendants, PACIFIC GAS & ELECTRIC COMPANY, PG&E CORPORATION, COUNTY OF FRESNO, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 to 100, and each of them, as follows:

GENERAL ALLEGATIONS

APPLICABLE TO EACH CAUSE OF ACTION

1. Plaintiffs, EFRAIN GARCIA and CHRISTINA GUTIERREZ (hereinafter "Plaintiffs") are now and at all times relevant herein were residents of the State of California, County of Fresno. At all times relevant herein, Plaintiffs were legally married.

///

2. At all times herein mentioned, Defendants, PACIFIC GAS & ELECTRIC COMPANY (hereinafter PG&E) and PG&E CORPORATION, are corporations authorized to do business and doing business, in the State of California, with their principal place of business in the County of San Francisco, State of California.

3. Defendant, COUNTY OF FRESNO, is a public entity. Plaintiffs have properly complied with the tort claims requirements of the Government Code, specifically including Sections 910, 910.2, and 911.2. A true and correct copy of the rejection of said claim is attached hereto as *Exhibit A*.

4. Defendant, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., is a California corporation with its principle place of business in Fresno County, State of California. Defendant, SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, is a Californria corporation with its principal place of business in Fresno County, State of California.

5. The incident complained of herein occurred in Fresno County, State of California.

6. Except as described herein, Plaintiffs are ignorant of the true names and/or capacities of the defendants sued as DOES 1 through 100, inclusive, and therefore, Plaintiffs sue these defendants by such fictitious names. Following further investigation and discovery, Plaintiffs will seek leave of this Court to amend this Complaint to allege their true names and capacities when ascertained. These fictitiously named defendants are responsible in some manner for the acts, occurrences and events alleged herein. These defendants aided and abetted and/or conspired with the named defendants in the wrongful acts and course of conduct or otherwise caused the damages and injuries claimed herein and are responsible in some manner for the acts, occurrences and events alleged in this Complaint.

7. Plaintiffs are informed and believe that the Defendants herein, and each of them, were agents and/or employees each of the other and, in acting and/or failing to act as alleged herein, the Defendants, and each of them, were acting in the course and scope of said agency and/or employment relationship.

8. On or about April 17, 2015, Plaintiff, EFRAIN GARCIA, was required by officers of the Fresno County Sheriff's Office to work on property which was then owned and operated by Defendants, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., and DOES 1 to 20, and each of them. Plaintiff, EFRAIN GARCIA, did not volunteer to perform work and was not paid or given compensation

for the work being performed. Plaintiff, EFRAIN GARCIA, was required to work at a Fresno County Sheriff's gun range just south of the San Joaquin River and east of Highway 99, on the real property owned by Defendants, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 to 20, and each of them. Plaintiff, EFRAIN GARCIA, was not employed, nor an employee, of Defendant, COUNTY OF FRESNO, or any other Defendant in this action, at the time of the incident.

9. On or about April 17, 2015, an employee of Defendants, COUNTY OF FRESNO and DOES 21 to 40, and each of them, while acting in the course and scope of his employment, was operating a piece of heavy equipment on said property in the area where Plaintiff, EFRAIN GARCIA, was working.

10. Prior to April 17, 2015, Defendants, PG&E, PG&E CORPORATION and DOES 41 to 100, installed and/or had installed on its behalf a natural gas pipeline for the purpose of transporting natural gas from one location to another (hereinafter the "subject pipeline.") The pipeline was under pressure and Defendants, PG&E and DOES 41 to 100, and each of them, were aware that if the pipeline ruptured, people in the area of the rupture could be severely injured and/or killed. Defendants, PG&E and DOES 41 to 100, and each of them, were required to follow Federal Regulations related to the construction, installation, operation, and maintenance of the pipeline, specifically including, but not limited to, regulations relating to the depth of the pipeline, the maintenance of the pipeline, the inspection of the pipeline, and the marking of the pipeline. The transportation of natural gas is a dangerous activity and Defendants, PG&E and DOES 41 to 100, and each of them, owed to the public, including Plaintiffs, a duty of care commensurate with the danger posed by the operation of a natural gas pipeline.

11. Defendants, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 to 20, and each of them, as owners of the property had a duty to use reasonable care in the operation, control, inspection, repair, maintenance, and use of their property to avoid exposing persons on the property, including Plaintiff, EFRAIN GARCIA, to an unreasonable risk of harm.

12. At all times herein mentioned Plaintiff, EFRAIN GARCIA, was legally on the property.

13. On or about April 17, 2015, the subject pipeline ruptured and the natural gas escaping from the pipeline ignited causing a blast and fire. As a direct, legal and proximate cause of the negligence of

the Defendants, and each of them, as alleged herein and the resulting blast and fire, Plaintiff, EFRAIN GARCIA, suffered severe injuries and burns. Plaintiff, EFRAIN GARCIA, suffered personal/bodily injuries, resulting in economic and non-economic damages. Economic damages include, but are not limited to, (1) past and future medical and/or ancillary related expenses, (2) past and future income and/or earning capacity loss, (3) past and future loss of ability to provide household services, and (4) past and future incidental and consequential damages. Non-economic damages include, but are not limited to (1) past and future physical and mental suffering, (2) past and future loss of enjoyment of life, (3) past and future physical impairment, and (4) past and future inconvenience, anxiety, and emotional distress. Plaintiffs' damages exceed the minimum jurisdiction for an unlimited civil action, the exact amount according to proof.

FIRST CAUSE OF ACTION
Negligence
Plaintiff, EFRAIN GARCIA, as to Defendant, PG&E, PG&E CORPORATION, and DOES 41 to 100, and each of them.

14. The blast and fire, alleged herein, was a direct, legal, and proximate result of the negligence of Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 100, and each of them. Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 100, and each of them, breached their duties owed to Plaintiff, EFRAIN GARCIA, in that said Defendants failed to comply with Federal Regulations regarding the operation of a gas transmission line, failed to properly mark the line, failed to properly inspect the line, failed to follow proper and accepted integrity management procedures, failed to inspect the depth of cover, failed to take action upon receipt of information concerning the depth of cover and the location of the line, and failed to act reasonably to prevent people near the pipeline, including Plaintiff, EFRAIN GARCIA, from suffering severe injuries or death. Defendants, PG&E and DOES 41 to 100, negligently installed, maintained, operated, inspected, marked and/or repaired the line and as a direct, proximate and legal result the line ruptured as alleged herein.

15. As a direct, proximate and legal result of the negligence of the Defendants, and each of them, Plaintiff, EFRAIN GARCIA, suffered injuries as alleged herein.

16. At all times herein mentioned, Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, and each of them, failed to properly inspect, repair and/or replace a pipeline they knew posed

a risk of serious injury or death to others, including Plaintiff, EFRAIN GARCIA. Defendants, and each of them, were aware that the subject pipeline had not been properly marked and were aware that the pipeline was within inches of the top of the soil, but consciously chose to fail to take reasonable steps to make the pipeline safe and/or to warn of the danger. The conduct of the Defendants, and each of them, was in direct violation of Federal Regulations. Defendants, and each of them, have been responsible for the deaths of at least nine people and burns and injuries suffered by at least 40 other people, since December of 2008. The deaths and injuries, including the injuries of Plaintiff, EFRAIN GARCIA, are a result of the ongoing custom and practice of the Defendants, and each of them, of not following Federal Regulations regarding the operations of their pipelines. Said Defendants have been cited by the CPUC on numerous occasions as a result their failure to comply with the regulations, specifically including regulations relating to the keeping of records, the inspection of pipeline, the maintenance of pipelines and safe operations of pipelines. The CPUC is currently investigating the repeated failure of Defendants, PG&E and DOES 41 to 60, and each of them, to conduct their business in a safe manner. Defendants, PG&E and DOES 41 to 60, and each of them, have admitted that they put profits over safety. Despite these deaths and the numerous violations, Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, have ratified the conduct of their employees in that no employee has been disciplined or discharged as a result of failing and/or refusing to comply with the regulations and/or as a result of the deaths of members of the public, including Plaintiff, EFRAIN GARCIA. Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, have applied for and received rate increases for the purpose of paying for safety measures and then diverted those funds to other areas, including officer bonuses. Defendants, and each of them, failed to properly and adequately inspect the subject pipeline with full knowledge that any failure was likely to result in an explosion and fire that would burn and/or kill people who were in the area of the explosion. The actions of these Defendants, and each of them, did in fact result in severe burns to Plaintiff, EFRAIN GARCIA. Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, and each of them, failed to make the proper inspections, repairs and markings, while at the same time declaring billions of dollars in profits and spending millions of dollars in favor of and opposing California propositions. Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, failed to make the proper inspections, failed to properly maintain the subject pipeline, and failed to make

necessary repairs while at the same time spending millions of dollars on an advertising promotion which falsely portrayed Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 60, as safe and reliable. The conduct of the Defendants evidenced a conscious disregard for the safety of others, including Plaintiff, EFRAIN GARCIA. Defendants' conduct was despicable conduct and constitutes malice as defined by Civil Code Section 3294. Plaintiffs are entitled to an award of punitive damages sufficient to punish and make an example of these Defendants, and each of them.

WHEREFORE, Plaintiff, EFRAIN GARCIA, seeks damages from Defendants, PG&E, PG&E CORPORATION, and DOES 41 to 100, and each of them, as follows:

1. General damages in excess of the minimum jurisdiction for an unlimited civil case, the exact amount according to proof;

2. For all medical and incidental expenses according to proof;

3. Exemplary damages in an amount sufficient to punish and make an example of the Defendants;

4. Prejudgment interest according to law on all general and special damages;

5. All loss of earnings according to proof;

6. All costs of suit; and

7. Such other and further relief as this court may deem just and proper.

SECOND CAUSE OF ACTION
Negligence

Plaintiff, EFRAIN GARCIA, against Defendant, FRESNO COUNTY and DOES 21 to 40, and each of them.

17. The blast and fire, as alleged herein was a direct, legal and proximate result of negligence on the part of Defendant, COUNTY OF FRESNO and DOES 21 to 40, and each of them, acting by and through its agents and/or employees, acting in the course and scope of their employment. Employees of Defendants, COUNTY OF FRESNO and DOES 21 to 40, and each of them, negligently operated a piece of heavy equipment in the area of a natural gas transmission pipeline in such a manner as to cause the equipment to contact the subject pipeline resulting in the rupture, explosion and fire. Plaintiff, EFRAIN GARCIA, is informed and believes that Defendants, COUNTY OF FRESNO and DOES 21 to 40, failed to locate said pipeline, failed to call anyone to have the pipeline located, failed to take reasonable steps

to protect people in the area from an unreasonable risk of harm during the operation of the heavy equipment, negligently operated heavy equipment and negligently repaired, operated, graded, and inspected the area where the subject incident occurred. Defendants, COUNTY OF FRESNO and DOES 21 to 40, by and through their employees and/or agents, were aware that people, including Plaintiff EFRAIN GARCIA, were being required to work in the area where the equipment was being operated and said Defendants, and each of them, negligently exposed those people, including Plaintiff, EFRAIN GARCIA, to an unreasonable risk of injury or death.

18. As a direct, proximate and legal result of the negligence of Defendants, and each of them, Plaintiff, EFRAIN GARCIA, suffered injuries as alleged herein.

WHEREFORE, Plaintiff, EFRAIN GARCIA, seeks damages from Defendants, COUNTY OF FRESNO and DOES 21 to 40, and each of them, as follows:

1. General damages in excess of the minimum jurisdiction for an unlimited civil case, the exact amount according to proof;

2. For all medical and incidental expenses according to proof;

3. Prejudgment interest according to law on all general and special damages;

4. All loss of earnings according to proof;

5. All costs of suit; and

6. Such other and further relief as this court may deem just and proper.

THIRD CAUSE OF ACTION
Premises Liability

Plaintiff, EFRAIN GARCIA, as to Defendants, PG&E, PG&E CORPORATION, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, DOES 1 to 20, and DOES 41 to 100, and each of them.

19. Defendants, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 to 20, and each of them, were the owners of the real property upon which the subject pipeline was located. Defendants, PG&E, PG&E CORPORATION and DOES 41 to 100, and each of them, were the owners of an easement upon the real property and were the owners of the pipeline upon said easement. Defendants, and each of them, failed to properly inspect the real property and easement and allowed an unreasonably dangerous condition to exist on said

property, specifically allowing the existence of a pipeline which was not properly marked and/or covered and therefore exposed persons on the property, including Plaintiff, EFRAIN GARCIA, to an unreasonable risk of injury. Defendants, and each of them, negligently graded, maintained, inspected, controlled and/or managed said property so as to create a dangerous condition in that the gas transmission line was too close to the surface and constituted an unreasonable danger to persons on the property.

20. Defendants, and each of them, negligently allowed work to be done on the property in the area of the subject pipeline, despite the fact that said Defendants knew, or should have known, that the subject pipeline was dangerously near the surface of the property and not properly marked.

21. As a direct, proximate and legal result of the negligence of Defendants, and each of them, Plaintiff, EFRAIN GARCIA, suffered injuries as alleged herein.

WHEREFORE, Plaintiff, EFRAIN GARCIA, seeks damages from Defendants, PG&E, PG&E CORPORATION, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, DOES 1 to 20, and DOES 41 to 100, and each of them, as follows:

1. General damages in excess of the minimum jurisdiction for an unlimited civil case, the exact amount according to proof;

2. For all medical and incidental expenses according to proof;

3. Prejudgment interest according to law on all general and special damages;

4. All loss of earnings according to proof;

5. All costs of suit; and

6. Such other and further relief as this court may deem just and proper.

FOURTH CAUSE OF ACTION
Loss of Consortium

Plaintiff, CHRISTINA GUTIERREZ, as to Defendants, PG&E, COUNTY OF FRESNO, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 to 100, and each of them.

22. Plaintiff, CHRISTINA GUTIERREZ, incorporates each cause of action as if set forth here at length.

///

23. As a direct, proximate and legal result of the negligence of Defendants, and each of them, as alleged herein, Plaintiff's husband, EFRAIN GARCIA, suffered severe personal injuries.

24. As a direct, proximate and legal result of the negligence of Defendants, and each of them, Plaintiff, CHRISTINA GUTIERREZ, has suffered a loss of consortium, including a loss of comfort, society, love, support, companionship, services to the community, all to her damage in an amount in excess of the minimum jurisdiction for an unlimited civil case, the exact amount according to proof.

WHEREFORE, Plaintiff, CHRISTINA GUTIERREZ, seeks damages from Defendants, PG&E, PG&E CORPORATION, COUNTY OF FRESNO, FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., SHERIFF'S FOUNDATION FOR PUBLIC SAFETY, and DOES 1 through 100, as follows:

1. General damages in excess of the jurisdictional limits of this Court;
2. Prejudgment interest to the extent permitted by law;
3. All costs of suit; and,
4. Such other and further relief as this Court may deem just and proper.

Dated: September 8, 2015

ARADAT & PABOOJIAN, INC.

By _____
Warren R. Paboojian
Attorneys for Plaintiff
EFRAIN GARCIA and
CHRISTINA GUTIERREZ

EXHIBIT "A"

Warren Paboojian
720 W. Alluvial
Fresno, CA 93711

On Behalf of Efrain Garcia
Claim No. 9376

Clerk, Board of Supervisors
Room 301, Hall of Records
Fresno CA 93721 488-3529

NOTICE OF REJECTION OF CLAIM

NOTICE IS HEREBY GIVEN that the claim, which you presented to the Fresno County Board of Supervisors on May 7, 2105, was rejected on July 14, 2015.

WARNING

Subject to certain exceptions, you have only (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. (See Government Code Section 945.6) "The six month time limit referred to in this notice applies only to claims or causes of action which are governed by the California Tort Claims Act." You may seek the advice of attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

IN THE MATTER OF A CLAIM FOR)
DAMAGES AGAINST FRESNO COUNTY)
FILED ON BEHALF OF EFRAIN GARCIA) DENIED

Acting upon the recommendation of the Claims Review Committee and upon motion duly made, seconded and carried, IT IS ORDERED that the claim for damages submitted by Attorney, Warren Paboojian, 720 W. Alluvial, Fresno, CA 93711, on behalf of Efrain Garcia, in the amount within Unlimited Civil Court Limits, filed on May 7 , 2015, is hereby DENIED.

THE FOREGOING was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 14th day of July, 2015, to-wit:

AYES: Supervisors Perea, Borgeas, Mendes Pacheco, Poochigian

NOES: None

ABSENT: None

Deborah A. Poochigian
CHAIRMAN, Board of Supervisors

ATTEST:
BERNICE E. SEIDEL
Clerk, Board of Supervisors

By Susan's Bishop
Deputy

Claim No. 9376

PROOF OF MAIL

(1013z, 2015.5 C. C. P.)

STATE OF CALIFORNIA)

COUNTY OF FRESNO)

I am a citizen of the United States of America and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within above-entitled action; my business address is 2220 Tulare Street, 16th Floor, Fresno, California 93721.

On the 22nd day of July, 2015, I served a copy of the

Attached Notice of Regular Rejection and Denial

on the Claimant(s) Attorney

in said action by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Post Office mail box in the City of Fresno, County of Fresno, State of California, addressed as follows:

Warren Paboojian
742 W. Alluvial
Fresno, CA 93711

that there is delivery service by United States mail at the place so addressed or that there is a regular communication by mail between the place of mailing and the place so addressed.

I hereby certify under penalty of perjury that the above is a true and correct statement.

Signed at Fresno, California, this 22nd day of July, 2015

Debbie Baten
Personnel Technician

///

///

///

Warren Paboojian
720 W. Alluvial
Fresno, CA 93711

On Behalf of Christina Gutierrez
Claim No. 9376

Clerk, Board of Supervisors
Room 301, Hall of Records
Fresno CA 93721 488-3629

NOTICE OF REJECTION OF CLAIM

NOTICE IS HEREBY GIVEN that the claim, which you presented to the Fresno County Board of Supervisors on May 7, 2015, was rejected on July 14, 2015.

WARNING

Subject to certain exceptions, you have only (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. (See Government Code Section 945.6) "The six month time limit referred to in this notice applies only to claims or causes of action which are governed by the California Tort Claims Act." You may seek the advice of attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

IN THE MATTER OF A CLAIM FOR)
DAMAGES AGAINST FRESNO COUNTY)
FILED ON BEHALF OF CHRISTINA GUTIERREZ) DENIED

Acting upon the recommendation of the Claims Review Committee and upon motion duly made, seconded and carried, IT IS ORDERED that the claim for damages submitted by Attorney, Warren Paboojian, 720 W. Alluvial, Fresno, CA 93711, in the amount within Unlimited Civil Court Limits, filed on May 7 , 2015, is hereby DENIED.

THE FOREGOING was passed and adopted by the following vote of the Board of Supervisors of the County of Fresno this 14th day of July, 2015, to-wit:

AYES: Supervisors Perea, Borgeas, Mendes Pacheco, Poochigian

NOES: None

ABSENT: None

Deborah A. Poochigian
Deborah A. Poochigian
CHAIRMAN, Board of Supervisors

ATTEST:
BERNICE E. SEIDEL
Clerk, Board of Supervisors

By Susana Bishop
Deputy

Claim No. 9376

32

Agenda Item

DATE: May 15, 2007

TO: Board of Supervisors

FROM: Sheriff Margaret Mims by [signature], Asst Sheriff.
John A. Navarrette, Director of General Services

SUBJECT: License Agreement Between the Fresno County Peace Officers Association, Inc. and Fresno County for Use of Firearms Range

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute a ten-year license agreement with the Fresno County Peace Officers Association, Inc. (F.C.P.O.A.) for the purpose of conducting officer training. This license agreement is for the exclusive use of three enclosed offices located in the Range Building, FATS room and Tactical area for meeting and training purposes, exclusive use of Range Number 3 and non-exclusive use of other Range facilities. ($63,600)

The recommended action will permit the Sheriff's Department to continue use of the firearms range facility for Department members' training in the use of force, tactics, and firearms proficiency.

FISCAL IMPACT:

The license provides the Sheriff's Department exclusive use of Range #3 and three enclosed offices (known as the Sheriff's Armory and located in the Range Building) and non-exclusive use of Ranges #2, 4, 5, & 6 for $39,600 per year; $12,000 per year for the exclusive use of the FATS room; and $12,000 for exclusive use of the Tactical training area. The license agreement authorizes the Sheriff's Department to rent the Tactical training area to other law enforcement agencies for a fee of $200 per day. Revenue from this source will off-set the cost of the facility license fees. The total cost of the recommended action is $63,600 for the first year. Funds are available in the Sheriff's Department budget.

ADMINISTRATIVE OFFICE REVIEW [signature] Page 1 of 2
BOARD ACTION: DATE _____ APPROVED AS RECOMMENDED _____ OTHER _____

UNANIMOUS _____ ANDERSON _____ CASE _____ LARSON _____ PEREA _____ WATERSTON _____

FC-017 (eForms-0904)

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REGIONAL JOBS INITIATIVE IMPACT:

There will be no job impact as a result of the recommended action.

DISCUSSION:

The Sheriff's Department has used the F.C.P.O.A.'s Firearms Range facility as its primary training site for approximately 30 years. The range facility provides adequate space to conduct classroom, live-fire, and limited tactical training. The Sheriff's Department occupies three offices within the Range Building. The offices are used for administrative duties and for the inspection, maintenance, and repair of the Department's firearms. This training facility allows the Sheriff's Department to develop and maintain proficiency in the use of firearms. Firearms' training is conducted five days a week to accomplish the Department's training goals and objectives.

This license was reviewed and approved by the Facilities Planning Committee.

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LICENSE AGREEMENT

The LICENSE made and entered into this _____ day of _____, 2007 by and between the FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC., Post Office Box 1369, Fresno, California 93716 hereinafter LICENSOR and the COUNTY OF FRESNO, a Political Subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, California, 93721-2120 hereinafter LICENSEE.

WHEREAS, LICENSOR owns and maintains certain training facilities on its property at 7633 North Weber Avenue in the County of Fresno, State of California.

WHEREAS, LICENSEE desires permission for the use of said training facilities,

WHEREAS, LICENSOR is agreeable to said use of its training facilities and hereby grants permission for said use upon the following conditions;

NOW, THEREFORE, in consideration of the use of these facilities it is mutually agreed as follows:

1. DESCRIPTION OF PROPERTY: The property subject to this License is that property located at 7633 North Weber Avenue, Fresno, consisting of structures commonly known as FRESNO COUNTY PEACE OFFICERS RANGE hereinafter "Facility".

2. PURPOSE: LICENSEE is hereby given a non-exclusive License to use the Facility including the Large Classroom and Range Numbers 2, 4, 5 & 6 by appointment.

The LICENSEE is hereby given exclusive License of the FATS room and Tactical area for meeting and training purposes; exclusive use of three (3) enclosed offices located inside the Range Building and more particularly described as Sheriff's Armory located at the west end of the Range Building; and exclusive use of "Range Number 3".

3. TERM/TERMINATION: The term of this License shall commence upon execution of this License by LICENSOR, and shall terminate ten (10) years from the date of commencement unless cancelled by either party upon thirty (30) days written notice.

4. RESERVATIONS FOR THE FACILITY: LICENSEE shall request in writing specific days and specific times for the use of the non-exclusive areas of the Facility at least ten (10) days prior to the date of requested use. It is understood that other parties contracting

with the LICENSOR may have similar use of the Facility and reasonable accommodation of all such parties is the desired objective.

5. LIMITATIONS:

A. LICENSEE'S non-exclusive use of the Facility is subject to the understanding that the Facility is reserved only if not in use by the LICENSOR or other parties contracting with the LICENSOR.

B. LICENSOR reserves the right to close the Facility during times of emergency or when needed by the LICENSOR for its activities.

C. LICENSOR reserves the right to use Facility at all times, and may terminate use of the Facility by notice to LICENSEE'S designated representative identified in Paragraph 16. NOTICES.

D. The use of the Facility is subject to the understanding that the Facility is made available on an "as is" basis.

E. LICENSEE will maintain the Facility in a safe operative condition while in use by the LICENSEE and conduct adequate periodic inspections to that end.

F. All Range firing will be under direct supervision of Range Safety Officers who have completed a POST –approved firearms instructor certification course or equivalent. A copy of all Range Officers' certifications must be on file with the LICENSOR prior to the use of firing ranges. LICENSEE shall comply with the requirements stated in LICENSOR'S "Facility Use Rules", attached hereto as Exhibit "A" and incorporated by reference herein.

G. Utilities (water and electricity) and will be supplied by LICENSOR without charges. The repair and maintenance of same will be the responsibility of LICENSOR.

H. Any improvements installed or provided by LICENSEE shall be submitted to the LICENSOR in writing and are to be approved by the LICENSOR prior to installation. Fixtures shall remain following termination or expiration of this

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LICENSE.

H. LICENSOR, or its duly authorized representatives or agents may enter upon said Facility at any and all reasonable times during the term of this License for the purpose of determining whether the LICENSEE is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the LICENSOR.

5. INDEMNIFICATION/ HOLD HARMLESS: LICENSEE agrees to, and shall indemnify, defend at its sole expense, save and hold harmless LICENSOR, its officers, agents and employees from any and all liability in addition to any and all losses, claims actions, lawsuits, damages, judgments of any kind whatsoever arising out the negligent acts, omissions or intentional misconduct of LICENSEE or LICENSEE'S employees, agents, subcontractors, representatives or invitees, while on LICENSOR'S property or which otherwise occur as a result of the performance of this License by LICENSEE. The parties acknowledge that as between LESSOR and LESSEE, each is responsible for the negligence of its own employees and invitees.

6. INSURANCE/ SELF INSURANCE: LICENSEE is fully self-insured for damages resulting from liability of LICENSEE or any of LICENSEE'S employees, agents, representatives or invitees. In the event LICENSEE should cease to be self-insured during the term of this License, LICENSEE shall furnish to LICENSOR proof of insurance in form and amounts satisfactory to LICENSOR. The LICENSOR requirements shall be reasonable, but shall be designed to ensure protection from risks that exist at the time of change in insurance.

7. CONFORMITY WITH LAW AND SAFETY:

A. LICENSEE shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations including "Range Safety Policy" attached hereto as

Exhibit "B" and incorporated by reference herein.

B. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, LICENSEE shall immediately notify the LICENSOR at (559) 275-6733. LICENSEE shall promptly submit to LICENSOR a written report. The report must include the following information:

1. Name and address of the injured or deceased person(s);
2. Name and address of the LICENSEE'S liability insurance carrier;
3. A detailed description of accident and whether any of the LICENSOR'S equipment, tools, material or staff was involved.

8. LICENSOR PROPERTY: LICENSEE shall promptly pay for or restore any damage to LICENSOR'S property caused by LICENSEE and arising out of the performance of the License, upon Receipt of a written notice or Invoice. LICENSEE shall not use LICENSOR'S Facility, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the use under this License.

9. DRUG-FREE WORKPLACE: LICENSEE and LICENSEE'S employees shall comply with the LICENSOR'S policy of maintaining a drug-free workplace. Neither LICENSEE nor LICENSEE'S employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine and amphetamines at any part of LICENSOR'S Facility, including the Training Facility.

10. NON-DISCRIMINATION: LICENSEE assures that he/ she will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this License.

11. WORKER'S COMPENSATION: LICENSEE shall provide Worker's Compensation insurance at LICENSEE'S own cost and expense and further, neither the LICENSEE nor its carrier shall be entitled to recover any costs, settlements or expenses of

Worker's Compensation claims arising out of this License.

12. FEE SCHEDULE:

A. LICENSEE agrees to pay LICENSOR a Thirty-Nine Thousand Six Hundred Dollars no/100 ($39,600) per year range use fee, payable bi-yearly, for exclusive use of Range #3 and the non-exclusive use of Ranges #2, 4, 5, & 6. Said fee is based on 660 shooters qualifying quarterly and a $15 per shooter fee will be added for any additional shooters over this number.

B. LICENSEE agrees to pay LICENSOR Twelve Thousand Dollars ($12,000) per year fee for the exclusive use of FATS room, payable quarterly.

C. LICENSEE agrees to pay LICENSOR Twelve Thousand Dollars ($12,000) per year fee for the exclusive use of the Tactical training area, payable quarterly.

D. LICENSEE agrees to pay LICENSOR additional monies for the use of the Large Classroom based on usage and Fee Schedule rates as set forth in Exhibit "C", attached hereto and incorporated by reference herein. Usage is to be billed by LICENSOR with invoice terms of Net 30 Days.

E. LICENSOR reserves the right to periodically revise the Fee Schedule rates set forth in Exhibit "C"; LICENSOR agrees to provide ninety (90) days written notice to LICENSEE of any change to the Fee Schedule.

F. LICENSOR agrees to refund any unused portion of fees paid by LICENSEE if either the LICENSOR or the LICENSEE exercises the option to terminate License Agreement as out lined in Paragraph 3 above.

13. COLLECTION OF FEES: LICENSOR agrees that LICENSEE may allow other law enforcement agencies use of the Tactical training area at of fee of Two Hundred Dollars ($200) per day with LICENSEE retaining all of the proceeds from such agreement.

14. NON-FUNDING TERMINATION - This LICENSE is contingent on the allocation of funds by a governmental agency. Should funds not be allocated, this LICENSE may be terminated by the Board of Supervisors or their designee at any time by giving at least thirty

(30) days prior written notice to LICENSOR.

15. NOTICES – All notices, demands, requests, exercises, and other communications under this LEASE by either party shall be in writing and:

A. Sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, or

B. Sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, as follows:

LICENSEE (COUNTY)
County of Fresno
John A. Navarrette
Director of General Services
2220 Tulare Street, 16th Floor
Fresno, CA 93721-2120

LICENSOR (FCPOA)
Fresno County Peace Officers Assoc. Inc.
Post Office Box 1369
Fresno, CA 93716

Should the above information change during the term of this License, the parties shall advise one another in writing within five (5) working days.

16. ENTIRE AGREEMENT: This License constitutes the complete expression of the agreement between LICENSOR and LICENSEE and there are no other promises, representations, agreements or warranties except as set forth herein. There shall be no alteration, change or amendment to this License, except in writing executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this License to be executed by their duly authorized agents effective the date first above written.

APPROVED AS TO LEGAL FORM:
DENNIS A. MARSHALL, COUNTY COUNSEL

By _____
Deputy

LICENSOR:
FRESNO COUNTY PEACE OFFICERS ASSOCIATION, INC.

By _____
Rodney Craig
Secretary/Treasurer

APPROVED AS TO ACCOUNTING FORM:
VICKI CROW, C.P.A.
AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

By _____

By _____
Chairman, Board of Supervisors

RECOMMENDED FOR APPROVAL:

By _____
John A. Navarrette
Director of General Services

By _____
Margaret Mims, Sheriff

Org No. 31111414
Acct. No. 7340

EXHIBIT "A'

FRESNO COUNTY PEACE OFFICERS ASSOCIATION
FACILITY USE RULES

The Fresno County Peace Officers Association is a non-profit organization that was formed in the 1950's for the purpose of providing a training facility for local law enforcement officers within Fresno County. In the 1960's the Association purchased this sixteen-acre site and began developing it as a multi-use facility for law enforcement.

The facility now is divided into a six range live firearms section, a park and clubhouse section which provides for an indoor classroom and outdoor facility for training and social gatherings, and a section for K-9 training.

Since the complex has become a multi-use facility with over 50 agencies utilizing it the following Rules for Use must be followed:

- Any use of any section of the facility must be reserved prior to its use. To make a reservation please call (559) 275-1746.
- Before an individual or agency can utilize any section/range/or classroom, a contract must be signed with this Association. Contracts can be obtained by calling the above number.
- This is a private closed facility and the use of these facilities is by individual membership or agency contract only. Contract agency personnel are only allowed to use the facility when that agency is conducting training at the facility. Individual members will be asked for a current membership card if found on the facility.
- The range section of the facility is restricted to adult firearms training and is restricted to individuals with proper protective hearing and eye protection. No young children are allowed into this without adult supervision.

Personnel Services
Risk Management
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RECEIVED

- Use of alcoholic beverages is restricted to the pick-nick area of the park or clubhouse in the park and only if a social function is in effect. ABSOLUTLY NO ALCOHOL IS ALLOWED ON OR AROUND THE RANGE SECTION OF THIS FACILITY.

- There are designated parking areas/lots at the facility for parking vehicles. The park and property (located behind the range house) are OFF LIMITS FOR PARKING. Please adhere to the restricted parking areas that are curbed or outlined with poles. Please use the loading and unloading parking area located on the west side entrance of the clubhouse when needing to unload or load equipment/supplies. The patio area of the clubhouse should not be utilized for parking.

- Tear gas munitions or EOD explosives are not allowed at this facility. Burning or expulsion types of tear gas munitions are not allowed at this facility and should not be utilized. EOD explosives are strictly prohibited. The drift of these types of munitions have caused a safety concern for individuals utilizing the facility as well as a safety concern for motorists traveling on the 99 Freeway located just west of the facility. EOD explosives have created damage to buildings and grounds.

- Less lethal type impact weapons use is restricted to the firing range area of the facility. The qualification or use of these types of weapons (pepperball, beanbag, etc.) should only be done on a shooting range. The firing of these weapons in the park or against a building is prohibited.

- The large classroom located in the clubhouse is not a gymnasium and should not be utilized as such. Any use of mats for defensive tactics training or baton training should be rolled up and put away after each use. (Remember that this is a multi-use facility and sometimes classrooms are used from 8 to 16 hours a day.)

- The uses of simunitions or paintball type munitions are restricted from use inside the classrooms.

EXHIBIT "B"

FRESNO COUNTY PEACE OFFICERS ASSOCIATION
RANGE SAFETY POLICY

CONDITIONS OF CARRY, ENTERING TO USE THE RANGE OR WHILE ENGAGED IN TRAINING/PRACTICE:

- All firearms are to be unloaded at the designated area at the entrance to the range.
- All firearms shall be cased or holstered.
- Firearms not being supported in a holster shall remain benched or grounded between strings.
- Load only on the firing line, or as instructed.

RULES

1. All guns are always considered to be, and treated with the respect due a loaded weapon.
2. Never let the muzzle cover anything you are not willing to destroy.
3. Keep your finger off the trigger until your sights are on target.
4. Be sure of your target.
5. Shooter is responsible for providing and must wear eye and ear protections at all times while on firing line or near proximity.
6. Fire on approved targets only; do not fire above or below the normal line of fire.
7. Firing at bottles, bowling pins, tin cans etc... is prohibited.
8. Follow exactly and immediately all range commands you may receive from range personnel or representatives.
9. No alcoholic beverages are allowed on the range at any time, consumption of any alcoholic beverages prior to or while shooting will not be tolerated.
10. Horseplay of any sort in the near proximity or on the range will not be tolerated.
11. Children attending with adults are expected to stay well behind the line of fire and expected to observe the activity in an orderly fashion. (the range is not a playground)
12. The use of rifles and/or shotguns will be prohibited except for Law Enforcement Departmental training.
13. Metal impact targets are restricted to ranges 5 and 6. Caution should always be used when utilizing metal targets. Make sure splash back is not spilling over to shooters on another range. If this occurs all shooting on those targets must stop. (see exhibit "B" (a) for range 5 and 6 rules)

EXHIBIT "C"

FRESNO COUNTY PEACE OFFICERS ASSOCIATION

RANGE AND FACILITY FEE SCHEDULE

Range use fee for the Fresno County Sheriff's Dept. is $39,600.00 per year (Based on 660 shooters qualifying quarterly). A $15.00 Range fee will be added for any additional shooters over this number.

FATS room (exclusive use) rental is $12,000.00 per year.

Tactical range/training area (exclusive use) is $12,000.00 per year.

Large Classroom rental is $150.00 per day when used.

Note: Billings for range use is bi-yearly. The FATS room rental and tactical range/training facility is billed quarterly.