



EVIDENCE VIEWING REPORT

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
LE 71 (REV. 7/2011)

INCIDENT NUMBER
15-CA-AEU-024918
CASE NAME
BUTTE
UNIT
CASE NUMBER
AEU 15CAAEU024918

DAY	MONTH	DATE	YEAR	COUNTY	REGION	UNIT	CASE NUMBER
TU	09	22	2015	PLACER	CNR	AEU	15CAAEU024918

1 **SUMMARY:**

2 On Tuesday, September 22, 2015, CAL FIRE hosted an evidence viewing for 3 items of evidence
3 recovered from the Butte Incident (15-CA-AEU-024918). The viewing was held at CAL FIRE,
4 Nevada-Yuba-Placer Unit (herein "NEU") Headquarters located at 13760 Lincoln Way in Auburn,
5 California. The viewing was open from 9:00 AM to 5:00 PM on the date above.

6 CAL FIRE Peace Officer's Gianni MUSCHETTO and Chris VAN COR removed 3 items of
7 evidence from the NEU Prevention Bureau Evidence Locker and placed them for visual display in
8 front of NEU Prevention Bureau Office.

9 At 9:00 AM interested parties arrived at NEU Headquarters and were required to endorse the CAL
10 FIRE "Protocol Agreement for the Inspection and Preservation of Potential Evidence" prior to
11 entering the viewing area. All persons signed above agreement and entered the viewing area.

12 Photographs and Lidar Imaging was performed by multiple parties at the viewing.

13 Last persons left the viewing area at approximately 3:00 PM. Evidence was secured back into
14 CAL FIRE Evidence Locker.

15 Evidence viewing was closed at 5:00 PM.

16 #####

19 **ATTACHEMENTS:**

21 A. CAL FIRE "Protocol Agreement for the Inspection and Preservation of Potential
22 Evidence" dated September 22, 2015

PRINTED NAME	SIGNATURE	BADGE NUMBER	DATE
CHRIS VAN COR		2405	9-22-15

PROTOCOL AGREEMENT FOR THE INSPECTION AND PRESERVATION OF POTENTIAL EVIDENCE

This Protocol Agreement for the Inspection and Preservation of Potential Evidence ("AGREEMENT") is entered into by and between the Department of Forestry and Fire Protection ("CAL FIRE") and several other interested parties regarding material collected and associated with what CAL FIRE has called the "Butte Fire" (Incident Number 15-CA-AEU-024918).

WHEREAS, in September 2015, CAL FIRE responded to a wildland fire in the area of 17501 Butte Mountain Road in Jackson, California 95642 ("Butte Fire");

WHEREAS, CAL FIRE is still in the process of investigating the Butte Fire and as a result of that process CAL FIRE investigators and/or CAL FIRE personnel have collected material associated with the Butte Fire that may ultimately be identified in the Butte Fire investigation report;

WHEREAS, CAL FIRE has agreed to produce three (3) items for *only* viewing, photographic, and/or Lidar inspection on September 22, 2015, at time and location identified in Section 1 of this AGREEMENT;

WHEREAS, numerous parties are interested in the origin and cause of the Butte Fire and wish to inspect material collected by CAL FIRE at its current location in an effort to ascertain potentially relevant information and to prevent the spoliation of any potential evidence;

NOW, THEREFORE, the parties to this AGREEMENT enter into this AGREEMENT to provide for the inspection of the three items referenced above;

1. A CAL FIRE evidence custodian shall provide the above referenced material on September 22, 2015 at 9:00 a.m. through 5:00 p.m. at the CAL FIRE Nevada-Yuba-Placer ("NEU") Headquarters at 13760 Lincoln Way, Auburn, California 95603. The above referenced material will be safely taken from its current location in an evidence locker at the above-referenced CAL FIRE facility and placed in a viewing area at that location before all parties in attendance. CAL FIRE personnel will take measures to maintain the chain of custody of the evidence at all times, and all reasonable measures will be taken to ensure the referenced evidence items are maintained in their current state prior to the inspection taking place and during its transportation to the location identified in this section. At the conclusion of the inspection, each item will again be safely transported and placed back into the CAL FIRE evidence locker to prevent tampering.

2. Any party wishing to inspect the above referenced material shall do so at their own expense.

3. At the inspection all parties agree not to touch, tamper with, transport, discard, perform any destructive testing, or otherwise engage in any activity that would compromise the

evidentiary value of the material referenced above and which is the subject of this AGREEMENT, without the written consent of all other parties identified in this AGREEMENT.

4. CAL FIRE personnel will be the only parties to this AGREEMENT permitted to transport, move, touch or otherwise display the material referenced above for the purposes of this inspection.

5. To the extent required by applicable laws and regulations, CAL FIRE may perform work on the material collected as is required for the safety of its employees and protection of the environment, provided that CAL FIRE shall document all such work, preserve any materials removed from any of the collected material, and provide to all parties any test results, observations, or other evidence related to such materials removed.

6. In the event that destructive testing is desired, the parties agree that they will attempt to develop mutually acceptable test protocols for any destructive testing, which protocols shall provide the opportunity for all parties to this AGREEMENT, together with their representative and consultants, be present during any destructive testing for purposes of observation and recording of the testing.

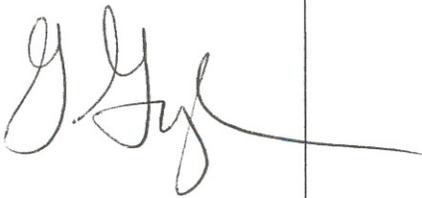
7. Any written notice required under the AGREEMENT shall be given to the parties at the addresses indicated underneath the signatures of each party to this AGREEMENT.

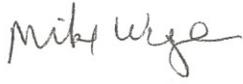
8. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9. Because it is planned that CAL FIRE employee Gianni Muschetto will be attending the inspection and due to the nature of the ongoing CAL FIRE investigation into the Butte Fire, the parties to this AGREEMENT agree to refrain from questioning CAL FIRE employee Gianni Muschetto about the origin and cause of the Butte Fire, along with his impressions or his analysis of any of the material presented at this inspection.

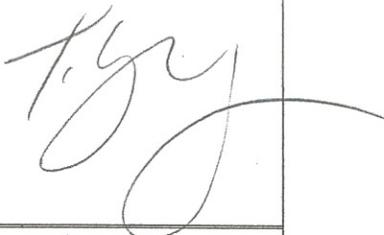
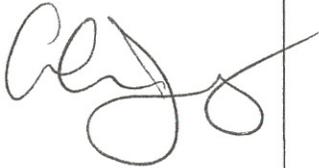
By: 
 David Wiseman
 Attorney for CAL FIRE
 P.O. Box 944246
 Sacramento, CA 94244-2460

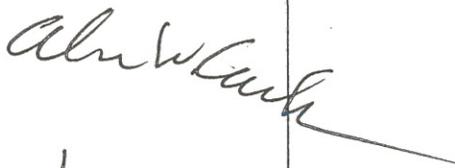
PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
Gianni Maschetto	CAL FIRE	2840 Mt. Diablos Canyon, CA 95709	Gianni Maschetto
Dave Wiseman	CAL FIRE	david.wiseman	Dave Wiseman
CHRIS VAN COE	CAL FIRE	6105 AIRPORT ROAD, RIDDING CA 96002	Chris Van Coe
Robert Jett	Todal	235 HOLLOW OAK DR COHASSET CA 95973	Robert Jett

PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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Alicia Ferrick	PG+E	77 B BALE SF, CA 94105	
MARK FELLING	FEI/ FARMERS	PIDS. QUEEN LAKEWOOD, CO 80227	
James McMullen	TMC	1260 LAKE BL STE 22 DAVIS 95616 530-757-1291	
Mike Smith	↑ cc	↑ c	

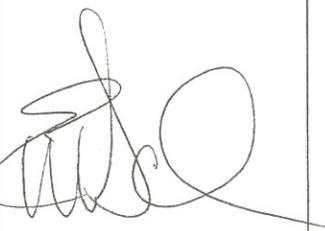
PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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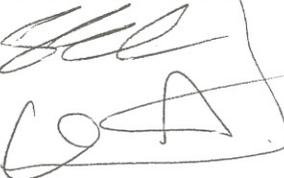
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Eric Albanese	PGE	1850 Gateway Blvd Concord CA 925-459-7252 ERAD@PGE.com	

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PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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Daniel Schmaehly	Liberty Mutual	218 Harvard St S1E 375 Sacramento, Ca 95815 916 649-8333	
Bob Urban	ACRT, Inc	1333 Home Ave Akron OH 44314 209 329 0711	
Joseph Astleford	Law Office of Kenneth Royce	142 W 2nd #B Chico, CA 95928 (530) 893-2398	

Shawn Caine Chris Sieglak	Law Offices Shawn Caine	1221 Camino Del Mar, 10 Del Mar CA 92014 (353) 750-1660	
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PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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Kevin Bush	Cozen O'Connor	Kbush@cozen.com 619 234 1700 San Diego 501 W. Broadway Stk 1610	
Brian Jones	ACRT INC.	3443 Deer Park Dr. Stockton CA	
Matt Hawk	Gordon Rees, ACRT, Inc.	275 Battery St., Suite 2000 San Francisco, CA 94111 415-986-5900	

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EVIDENCE VIEWING REPORT

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
LE 71 (REV. 7/2011)

INCIDENT NUMBER
15-CA-AEU-024918
CASE NAME
BUTTE
UNIT
CASE NUMBER
AEU
15CAAEU024918

DAY	MONTH	DATE	YEAR	COUNTY	REGION	UNIT	CASE NUMBER
MO	09	28	2015	PLACER	CNR	AEU	15CAAEU024918

1 **SUMMARY:**

2 On Monday, September 28, 2015, CAL FIRE hosted an evidence viewing for 3 items of evidence
3 recovered from the Butte Incident (15-CA-AEU-024918). The viewing was held at CAL FIRE,
4 Nevada-Yuba-Placer Unit (herein "NEU") Headquarters located at 13760 Lincoln Way in Auburn,
5 California. The viewing was open from 9:00 AM to 5:00 PM on the date above.

6 CAL FIRE Peace Officer's Gianni MUSCHETTO, Nathan BARCLAY and Chris VAN COR
7 removed 3 items of evidence from the NEU Prevention Bureau Evidence Locker and placed them
8 for visual display in front of NEU Prevention Bureau Office.

9 At 9:00 AM interested parties arrived at NEU Headquarters and were required to endorse the CAL
10 FIRE "Protocol Agreement for the Inspection and Preservation of Potential Evidence" prior to
11 entering the viewing area. All persons signed above agreement and entered the viewing area.
12 Photographs and Lidar Imaging was performed by multiple parties at the viewing.

13 Last persons left the viewing area at approximately 1:00 PM. Evidence was secured back into
14 CAL FIRE Evidence Locker.

15 Evidence viewing was closed at 2:45 PM.

16
17 #####

18
19 **ATTACHEMENTS:**

- 20
- 21 A. CAL FIRE "Protocol Agreement for the Inspection and Preservation of Potential
- 22 Evidence" dated September 28, 2015
- 23
- 24

PRINTED NAME	SIGNATURE	BADGE NUMBER	DATE
CHRIS VAN COR		2405	9-28-15

PROTOCOL AGREEMENT FOR THE INSPECTION AND PRESERVATION OF POTENTIAL EVIDENCE

This Protocol Agreement for the Inspection and Preservation of Potential Evidence ("AGREEMENT") is entered into by and between the Department of Forestry and Fire Protection ("CAL FIRE") and several other interested parties regarding material collected and associated with what CAL FIRE has called the "Butte Fire" (Incident Number 15-CA-AEU-024918).

WHEREAS, in September 2015, CAL FIRE responded to a wildland fire in the area of 17501 Butte Mountain Road in Jackson, California 95642 ("Butte Fire");

WHEREAS, CAL FIRE is still in the process of investigating the Butte Fire and as a result of that process CAL FIRE investigators and/or CAL FIRE personnel have collected material associated with the Butte Fire that may ultimately be identified in the Butte Fire investigation report;

WHEREAS, CAL FIRE has agreed to produce three (3) items for *only* viewing, photographic, and/or Lidar inspection on September 28, 2015, at time and location identified in Section 1 of this AGREEMENT;

WHEREAS, numerous parties are interested in the origin and cause of the Butte Fire and wish to inspect material collected by CAL FIRE at its current location in an effort to ascertain potentially relevant information and to prevent the spoliation of any potential evidence;

NOW, THEREFORE, the parties to this AGREEMENT enter into this AGREEMENT to provide for the inspection of the three items referenced above;

1. A CAL FIRE evidence custodian shall provide the above referenced material on September 28, 2015 at 9:00 a.m. through 5:00 p.m. at the CAL FIRE Nevada-Yuba-Placer ("NEU") Headquarters at 13760 Lincoln Way, Auburn, California 95603. The above referenced material will be safely taken from its current location in an evidence locker at the above-referenced CAL FIRE facility and placed in a viewing area at that location before all parties in attendance. CAL FIRE personnel will take measures to maintain the chain of custody of the evidence at all times, and all reasonable measures will be taken to ensure the referenced evidence items are maintained in their current state prior to the inspection taking place and during its transportation to the location identified in this section. At the conclusion of the inspection, each item will again be safely transported and placed back into the CAL FIRE evidence locker to prevent tampering.

2. Any party wishing to inspect the above referenced material shall do so at their own expense.

3. At the inspection all parties agree not to touch, tamper with, transport, discard, perform any destructive testing, or otherwise engage in any activity that would compromise the

evidentiary value of the material referenced above and which is the subject of this AGREEMENT, without the written consent of all other parties identified in this AGREEMENT.

4. CAL FIRE personnel will be the only parties to this AGREEMENT permitted to transport, move, touch or otherwise display the material referenced above for the purposes of this inspection.

5. To the extent required by applicable laws and regulations, CAL FIRE may perform work on the material collected as is required for the safety of its employees and protection of the environment, provided that CAL FIRE shall document all such work, preserve any materials removed from any of the collected material, and provide to all parties any test results, observations, or other evidence related to such materials removed.

6. In the event that destructive testing is desired, the parties agree that they will attempt to develop mutually acceptable test protocols for any destructive testing, which protocols shall provide the opportunity for all parties to this AGREEMENT, together with their representative and consultants, be present during any destructive testing for purposes of observation and recording of the testing.

7. Any written notice required under the AGREEMENT shall be given to the parties at the addresses indicated underneath the signatures of each party to this AGREEMENT.

8. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9. Because it is planned that CAL FIRE employee Gianni Muschetto will be attending the inspection and due to the nature of the ongoing CAL FIRE investigation into the Butte Fire, the parties to this AGREEMENT agree to refrain from questioning CAL FIRE employee Gianni Muschetto about the origin and cause of the Butte Fire, along with his impressions or his analysis of any of the material presented at this inspection.

10. On the day of the inspection identified in Section 1, and after 12:00 pm, if CAL FIRE personnel are the only interested persons in attendance, CAL FIRE reserves the right to close the inspection at an earlier time than what is identified in Section 1 of this AGREEMENT.

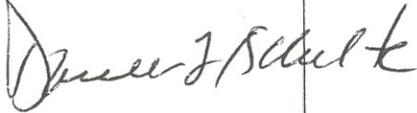
11. CAL FIRE reserves the right to cancel or otherwise end the inspection immediately if at any time it appears rain or extreme weather may occur.

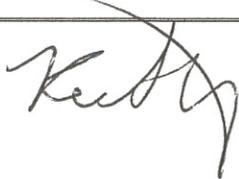
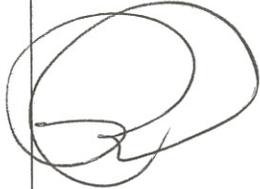
12. At the behest of some of the interested parties and without hearing an objection from other interested parties, CAL FIRE personnel will place an adhesive tape on portions of the three (3) items identified above, in order to provide for a more accurate Lidar reading. CAL FIRE will place the tape at the direction of the parties in attendance. The parties in attendance, without input from CAL FIRE, will identify or otherwise instruct CAL FIRE personnel how they wish the items ordered or arranged. CAL FIRE will not return the tape after its use on the items. The parties agree to use, of the tape available, the one least harmful to the material.

By: David Wiseman
 David Wiseman
 Attorney for CAL FIRE
 P.O. Box 944246
 Sacramento, CA 94244-2460

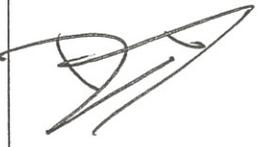
PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
Gianni Muschetto	CAL FIRE	530-708-2720	
Nathan Bardklay	CAL FIRE	530-708-2721	
Chris VanC... David Wiseman	CAL FIRE CAL FIRE	530-941-8906 916 657-0444	 

PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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Zach Zudolph	↑	↑	
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PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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CHRISTOPHER CURTIS	CRC GEOSPATIAL CONSULTING	1300 BETHAN WAY SUITE 300 EMERYVILLE, CA 94608 ccurtis@ CRCGEOSPATIAL.COM	
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PRINTED NAME	ORGANIZATION	ADDRESS/ TELEPHONE/ EMAIL	SIGNATURE
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SAM NOONAN	Sandboen TREE	119 MORELS ST Sebastopol Ca (707) 8239144 SandboenTREE@gmail.com	



EVIDENCE VIEWING REPORT

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
LE 71 (REV. 7/2011)

INCIDENT NUMBER
15CAAEU024918
CASE NAME
BUTTE
UNIT
AEU
CASE NUMBER

DAY	MONTH	DATE	YEAR	COUNTY	REGION
WED	FEB	17	2016	PLACER	CNR

1 **SUMMARY:**

2

3 On Wednesday, February 17, 2016, CAL FIRE hosted an evidence viewing for three items of
4 evidence recovered from the Butte Incident (15CAAEU024918). The viewing was held at CAL FIRE,
5 Nevada-Yuba-Placer Unit (herein "NEU") Headquarters located at 13760 Lincoln Way in Auburn,
6 California. The viewing was open from 9:00 AM to 5:00 PM on the date above.

7

8 CAL FIRE peace officer Gianni MUSCHETTO removed the three items of evidence from the NEU
9 Prevention Bureau evidence locker and placed them for visual display within the engine apparatus
10 bay.

11

12 At 9:00 AM interested parties arrived at NEU Headquarters and were required to endorse the CAL
13 FIRE "Protocol Agreement for the Inspection and Preservation of Potential Evidence" prior to
14 entering the viewing area. All persons signed above agreement and entered the viewing area.
15 Photographs and LIDAR Imaging were performed by multiple parties at the viewing. Weighing of
16 items was also performed as described in the protocol.

17 The last persons left the viewing area at approximately 3:00 PM. Evidence was secured back into
18 the CAL FIRE Evidence Locker and the evidence viewing was closed at approximately 3:45 PM.

19

20 **ATTACHMENTS:**

21

- 22 1. CAL FIRE "Protocol Agreement for the Inspection and Preservation of Potential
23 Evidence" dated February 17, 2016.

24

25

26

PRINTED NAME	SIGNATURE	BADGE NUMBER	DATE
Gianni Muschetto	<i>Gianni Muschetto</i>	15	2/17/16

**BUTTE FIRE PROTOCOL
FOR EVIDENCE INSPECTION AND DOCUMENTATION**

A. BACKGROUND

On September 9, 2015, a wildfire occurred in Amador and Calaveras counties. CAL FIRE has named this fire the Butte Fire and has taken into custody a certain gray pine and portions of Pacific Gas and Electric Company (“PG&E”) conductor from an area near 17704 Butte Mountain Road.

B. EXAMINATION LOCATION

CAL FIRE Nevada-Yuba-Placer Headquarters
13760 Lincoln Way, Auburn, California 95603

C. DATE/TIME OF INSPECTION

START: February 17, 2016 at 9:00 a.m.

END: February 17, 2016 at 3:00 p.m. or if after 12:00 p.m. should no one be in attendance at the location for inspection purposes, CAL FIRE may close the inspection.

D. OBJECTIVE OF PROPOSED PROTOCOL

The objective of this Protocol is to facilitate the examination of the following pieces of evidence currently in CAL FIRE custody at the above Examination Location:

- 7 pieces of a ~44 ft gray pine tree
- Conductor

The protocol activities will include inspection, photo-documentation/LiDAR and measurement of the evidence items, and measurement of the weight of each tree piece.

E. GENERAL GUIDELINES

- A CAL FIRE evidence custodian shall make available the above referenced material on February 17, 2016, at 9:00 a.m., at the CAL FIRE Nevada-Yuba-Placer (“NEU”) Headquarters at 13760 Lincoln Way, Auburn, California 95603. The above referenced material will be safely moved from its current location in an evidence locker at the above-referenced CAL FIRE facility and placed in a viewing area at that location before all parties in attendance. CAL FIRE personnel will take measures to maintain the chain of custody of the evidence at all times, and all reasonable measures will be taken to ensure the referenced evidence items are

maintained in their current state prior to the taking place and during transportation to the location identified. At the conclusion of the inspection, each item will again be safely transported and placed back into the CAL FIRE evidence locker.

- All interested parties are invited to attend and to document the proposed work. All parties agree that modifications, additions, or deletions to this Protocol can be made on site by mutual agreement of all the interested parties. In advance of beginning activities under this Protocol, interested parties will be identified and a Decision Maker (“DM”) representative will be designated for each interested party. During the protocol activities, all deviations from this Protocol will be documented and approved by the designated DM representatives of the interested parties to the extent feasible. If possible, changes will be handwritten on this protocol and initialed by the DMs. Those who elect to not attend the protocol activities, or to leave prior to completion of the protocol activities, tacitly approve changes to this Protocol made by those who are present.
- Any party wishing to participate in the protocol activities shall do so at their own expense.
- At the inspection, all parties agree that, except as set forth in this Protocol, they will not to touch, tamper with, transport, discard, perform any destructive testing, or otherwise engage in any activity that would compromise the evidentiary value of the material referenced above and which is the subject of this examination.
- The parties to this Protocol agree to refrain from questioning CAL FIRE employees about the origin and cause of the Butte Fire.
- CAL FIRE can cancel or otherwise end the inspection immediately if at any time it appears rain or extreme weather may occur.
- As a condition of admittance to the examination, all parties will identify themselves, present a valid identification case, identify the party they represent, and sign in.
- All parties will provide their own personal protective equipment (PPE) as they deem necessary during the protocol activities.
- Each interested party will be responsible for their own notes, photographs, diagrams, and other forms of documentation.
- If any video recording is performed, it will be required to have no audio.
- No audio recording in any form or on any format will be allowed.
- This Protocol is subject to addition, modification, deletion, and/or cessation based upon the agreement of the parties present.

F. DESCRIPTION OF THE SUBJECT PROTOCOL

This Protocol has been divided into three steps:

STEP 1 – inspection and photo-documentation/LiDAR of the subject tree.

STEP 2 – weighing of each of the cut sections of the subject tree.

STEP 3 – inspection and photo-documentation/LiDAR and measurement of the conductor section.

STEP 1:

1. The seven pieces of the subject tree will be laid out in order on cinder blocks or sawhorses for inspection, photo-documentation/LiDAR and measurement. Any material that the parties wish to view the evidence on, shall be provided by a party other than CAL FIRE. Additionally, a party other than CAL FIRE shall provide a protective plastic that CAL FIRE will place between the item the evidence is to be rested upon and the evidence. That plastic shall then be secured.
2. During Step 1, all parties will be allowed to inspect the subject tree as closely as desired without touching it.
3. Once the tree pieces have been inspected, photo-/LiDAR-documented and measured as described above, the bottom piece of the tree will be separated from the rest of the tree for further inspection, photo-documentation/LiDAR and measurement from all requested angles. During this step, parties may request that CAL FIRE personnel rotate or stand the section on end as needed to view it from all angles. The tree will not be cut. This paragraph references any already cut or separated piece of tree.

STEP 2:

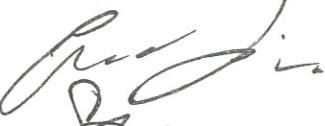
1. An individual, will stand on a calibrated scale to be provided by Exponent with a “tare” or “zero” capability. The scale will be zeroed out.
2. After zeroing out the representative’s weight, each of the seven tree pieces will be handed to the representative standing on the scale. The weight shown on the scale will be documented. A total of seven measurements will be made, one for each of the tree pieces.

STEP 3:

1. The conductor will be removed from any protective cover and laid out on a long table or tables sufficient to support a majority or entirety of the length of the conductor for general inspection, photo-documentation/LiDAR and measurement. A party other than CAL FIRE shall provide the table or tables to lay the conductor on. Any persons

touching the conductor will wear latex or nitrile gloves to avoid any potential contamination. At the request of any party, the conductor will be rotated so that all sides may be inspected and photo-/LiDAR-documented.

2. Once the above activities are complete, the conductor will be examined under a digital optical microscope. As requested, the conductor will be rotated to allow examination of all sides. Several different areas of the conductor may be examined and photo-documented under the microscope.

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