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CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

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5 Attorney for Plaintiffs

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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 SOLUTIONS FOR UTILITIES, )  
11 INC., a California Corporation; )  
12 CALIFORNIANS FOR )  
RENEWABLE ENERGY, INC., a )  
13 California Non-Profit Corporation, )

Case No. CV11 04975 S/D JCG X  
COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF

JURY DEMANDED

14 Plaintiffs, )

[16 U.S.C. §824, et seq.;  
42 U.S.C. §1983 & §1988]

15 v. )

16 CALIFORNIA PUBLIC UTILITIES )  
COMMISSION, an Independent )  
17 California State Agency; )  
SOUTHERN CALIFORNIA )  
18 EDISON CO., a California )  
Corporation, )

19 Defendants. )  
20

21  
22 INTRODUCTION

23 This is a federal question action in which Plaintiffs, Solutions for Utilities, Inc.  
24 ["SFUI"] and Californians for Renewable Energy, Inc. ["CARE"], California based  
25 small scale energy companies, are seeking equitable relief and money damages from  
26 Defendants, California Public Utilities Commission ["CPUC"] a California state  
27 agency charged with *inter alia* California energy policymaking and delegated federal  
28 regulation enforcement, and Southern California Edison Co. ["SCE"], a state enabled

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 monopoly energy corporation acting collusively and in concert with CPUC to  
2 effectively undermine the federal policy of promoting the viability and integration of  
3 small energy generating companies and protecting them from monopolistic practices,  
4 to the great injury to Plaintiffs and the public interest.

5 Plaintiffs seek injunctive and/or declaratory relief compelling and/or  
6 commanding Defendant CPUC to perform its federal-mandated regulatory duties,  
7 including federally mandated standards in connection with the Public Utility  
8 Regulatory Policies Act ["PURPA"], as prescribed by the Federal Energy Regulatory  
9 Commission ["FERC"]. Plaintiffs also seek remedial money damages from  
10 Defendants for Plaintiffs' economic injuries caused by Defendants' violations of said  
11 federal laws and regulations, and punitive damages for Defendants' intentional and  
12 repetitive violations of law.

13 Accordingly, Plaintiffs allege for their Complaint [each of the Paragraphs  
14 enumerated under a heading of "Common Allegations" are incorporated by this  
15 reference into each of the numbered claims]:

16  
17 **COMMON ALLEGATIONS  
JURISDICTIONAL AND PARTY ALLEGATIONS**

18 1. This is a federal question action under the Public Utility Regulatory Policies  
19 Act ["PURPA"] and 42 U.S.C. §1983, to redress violations of federal laws  
20 committed by Defendants, *i.e. to inter alia* compel the enforcement of federal laws,  
21 for Plaintiffs' and the public's interests, and to secure remedial relief for Plaintiffs for  
22 damages caused by those violations.

23 2. The jurisdiction of this Court is invoked under 28 U.S.C. §1331 and 28  
24 U.S.C. §1343, this being an action arising under, and for the violations of, federal  
25 laws.

26 3. Venue is properly located in the Central District of California pursuant to  
27 28 U.S.C. §1391(b)(1) & (b)(2), because both Defendants reside within the same  
28 State of California, with Defendant California Public Utilities Commission ["CPUC"]

1 headquartered in the Northern District of California and Defendant Southern  
2 California Edison Company ["SCE"] headquartered in the Central District of  
3 California; and the acts complained of herein were consummated in substantial part  
4 in both districts.

5 4. Plaintiffs are Solutions for Utilities, Inc., a California Corporation  
6 ["SFUI"], and CALifornians for Renewable Energy, Inc., a California Non-Profit  
7 Corporation ["CARE"].

8 5. Defendants are: California Public Utilities Commission ["CPUC"], a  
9 California state agency, established under the California State Constitution as an  
10 independent agency, charged with *inter alia* California energy policymaking and, by  
11 express terms of federal laws on which this action is based, express delegated federal  
12 regulatory enforcement; and Southern California Edison Co., a California  
13 Corporation ["SCE"] that is the primary energy supplier for a large portion of the  
14 State of California with ownership of a substantial portion of the power grid in that  
15 service area.

16 6. The Federal Power Act ["FPA"], 16 U.S.C. §791, *et seq.*, and its followup  
17 act, the Public Utility Regulatory Policies Act ["PURPA"], 16 U.S.C. §824, *et seq.*,  
18 were each adopted by Congress under the Commerce Clause of the United States  
19 Constitution in light of the inter-state nature of the subject matter of the statutory  
20 scheme, and expressly preempted state authority in that field to the extent (a)  
21 provided therein or (b) state law conflicts therewith, under the Supremacy Clause of  
22 the United States Constitution.

23 7. PURPA was adopted by Congress to encourage the development of  
24 nontraditional cogeneration and small power production facilities, to: (a) reduce the  
25 demand for traditional fossil fuels; and (b) rectify the problems that impeded  
26 development of nontraditional electricity generating facilities: (1) reluctance of  
27 traditional electricity utilities to purchase power from, or sell power to,  
28 nontraditional electricity generating facilities; and (2) state utility regulations of

1 alternative energy sources which impose financial burdens on nontraditional facilities  
2 and thus discourage their development.

3 8. PURPA authorizes the Federal Energy Regulatory Commission ["FERC"]  
4 to enforce the requirements of PURPA by adoption of implementing regulations and  
5 resolution of disputes about the meaning, implementation and application of the  
6 federal laws and regulations.

7 9. In accordance with its aforesaid regulatory authority, FERC has duly  
8 adopted federal regulations to implement PURPA mandates for protections for small  
9 power production facilities and nontraditional electricity generating facilities,  
10 including, *inter alia*, (a) mandatory requirements and standards therefor, (b) provision  
11 for certification of qualifying facilities as defined therein, and ( c) enforcement  
12 obligations, powers and procedures. In so doing, FERC has issued interpretive  
13 rulings of PURPA provisions and its aforementioned regulations.

14 10. As an integral part of the regulatory scheme of PURPA, the individual  
15 states and their respective energy regulatory agencies are required under Section 210  
16 of PURPA, *see* 16 U.S.C. §824a-3, to enforce energy production and ratemaking  
17 standards promulgated by FERC; and the regulatory scheme presupposes the creation  
18 by the several states of respective state agencies to implement within their respective  
19 jurisdictions the statutory policies and mandates of PURPA and federal regulations  
20 adopted in connection therewith.

21 11. Defendant CPUC is the California state agency which is empowered to  
22 provide the regulatory authority and responsibility contemplated by FPA and PURPA,  
23 and their FERC adopted implementing regulations, and hence is subject to their  
24 respective regulatory authority.

25 12. Defendant CPUC has established a program involving ratemaking and  
26 interconnection standards for private energy generating individuals or companies who  
27 do so solely for their own use and hence are not governed by FPA or PURPA.  
28 Concomitant with this "own use" program, CPUC has adopted regulations which

1 ostensibly seeks to address minor quantities of surplus energy incidentally generated  
2 by “own use” facilities, permitting the sale of that minimal amount of surplus energy  
3 while nevertheless still treating the facility as an “own use” facility not governed by  
4 PURPA’s regulatory authority [“Rule 21 Facilities”].

5       13. However, CPUC and/or SCE, acting in concert, have misused Rule 21 to  
6 apply to small power production facilities and nontraditional electricity generating  
7 facilities who incidentally and typically use a small portion of their generated energy  
8 for their own operations / use, despite the fact that they are substantively  
9 indistinguishable from the facilities expressly subject to PURPA and its FERC  
10 promulgated regulations, thereby circumventing the entire PURPA legislative and  
11 regulatory scheme.

12       14. SCE is the owner of the power grid in the region where SFUI intended and  
13 sought to interconnect and supply energy, at rates and otherwise in accordance with  
14 the requirements and standards established by PURPA and FERC in its implementing  
15 regulations. The owner of the power grid in the region where CARE intended and  
16 sought to interconnect and supply energy, at rates and otherwise in accordance with  
17 the requirements and standards established by PURPA and FERC in its implementing  
18 regulations, are not named in this action.

19       15. PURPA also expressly authorizes FERC to enforce the requirements of  
20 PURPA and related federal regulations against (a) any state regulatory agency, or (b)  
21 any nonregulated electric utility, by action in federal district court, which has  
22 exclusive jurisdiction over such enforcement actions; or, alternatively, to interpose  
23 its own judgment on ratemaking and interconnection standards.

24       16. PURPA also expressly authorizes private utility companies and qualified  
25 facilities to enforce the requirements of PURPA and related federal regulations  
26 against (a) any state regulatory agency, or (b) any nonregulated electric utility, also  
27 by action in federal district court, which has exclusive jurisdiction over such  
28 enforcement actions, provided only that said company first petitions FERC to seek

1 the specified enforcement, and within the following sixty (60) days FERC fails or  
2 declines to do so.

3 17. Plaintiffs are informed and believe, and based thereon allege, that CPUC  
4 has effectively surrendered its regulatory authority, if any, over SCE by affording  
5 SCE undue influence and control over CPUC deliberations, decisions and actions to  
6 the extent that they affect or impact SCE under a broadly expansive view of SCE's  
7 portion of the energy market; and by politically incestuous relationships between  
8 regulator [CPUC] and regulated [SCE] officials, which effectively preclude any  
9 independent judgment and exercise of discretion in the implementation and  
10 application of governing and controlling federal and state laws and regulations.

11 18. Plaintiffs are informed and believe, and based thereon allege, that CPUC  
12 and SCE, and their respective managers and staff, routinely engage in joint and  
13 collaborative tasks, functions and decisionmaking, with mobility between respective  
14 staffs, that render them generally indistinguishable, and further render the actions of  
15 one the actions of the other.

16 19. CPUC has at all relevant times herein acted by affirmative conduct as well  
17 as its omissions to act despite having a duty to do so.

18 20. At all times pertinent to this Complaint, Defendants were each an agent of  
19 the other Defendant.

20 21. The Defendants herein, and each of them, have conspired to do the acts  
21 and wrongs mentioned herein; and an act in furtherance thereof has been committed.

22 22. At all times pertinent to this Complaint, the Defendants and each of them  
23 were acting in concert with each other and others not named as parties herein.

24 23. At all times pertinent to this Complaint, each of the Defendants authorized  
25 and/or ratified the acts, omissions, representations and agreements of the other  
26 Defendant.

27  
28

1           24. All of the conduct alleged against each and all of the defendants mentioned  
2 herein was intentional, and intended to accomplish each and all of the unlawful  
3 purposes described herein.

4  
5   **CLAIM NO. 1**  
6   **CLAIM FOR ENFORCEMENT OF PURPA**  
7   **- Plaintiffs SFUI and CARE -**  
8   **- Defendants CPUC and SCE -**  
9   **[16 U.S.C. §824a-3]**

10           25. Plaintiff SFUI has at all relevant times been an electric utility which is  
11 within the class of small power production facilities and nontraditional electricity  
12 generating facilities subject to and contemplated by PURPA and its FERC  
13 promulgated regulations.

14           26. Plaintiff SFUI was misdirected and/or fraudulently induced by SCE to  
15 pursue its efforts at securing interconnection with SCE and a concomitant  
16 interconnection contract, and thereby obtain the benefits of its rights under PURPA  
17 and its FERC promulgated regulations, by submission of an application as a Rule 21  
18 Facility. Hence, Plaintiff SFUI did not seek nor obtain qualified facility status for  
19 SFUI business projects addressed herein, although SFUI qualified therefor in  
20 connection with a home office solar system, and readily could have done so; and SCE  
21 then exploited this artificial, fraudulent advantage to ignore and violate the PURPA  
22 and FERC approved regulatory scheme.

23           27. The use by CPUC of Rule 21 Facilities standards for small power  
24 production facilities and/or nontraditional electricity generating facilities that  
25 incidentally use their own generated energy for their own operations is a transparent  
26 device for circumventing PURPA and its FERC promulgated regulations governing  
27 ratemaking and interconnection standards, and is in fact used and exploited for that  
28 purpose, as it was in respect to Plaintiff SFUI.

29           28. Plaintiff CARE has at all relevant times been an organization representing  
30 electric utilities which are Qualified Facilities ["QF"] and within the class of small

1 power production facilities and nontraditional electricity generating facilities subject  
2 to and contemplated by FPA and PURPA, and the latter's FERC promulgated  
3 regulations.

4 29. Plaintiff SFUI made repeated and long-standing efforts to obtain contracts  
5 with SCE in accordance with PURPA and its implementing regulations, and the  
6 economic viability afforded thereby, but has been unable to do so because of refusal  
7 of SCE to abide with PURPA and its implementing regulations, and the refusal of  
8 CPUC to enforce PURPA and its implementing regulations, despite repeated efforts  
9 by Plaintiff SFUI to secure same.

10 30. On March 11, 2011, Plaintiff SFUI petitioned FERC to enforce PURPA  
11 and its implementing regulations and compliance therewith by CPUC and SCE. On  
12 May 19, 2011, FERC declined to do so.

13 31. Plaintiff CARE made repeated and long-standing efforts to obtain contracts  
14 with local power grid providers in accordance with PURPA and its implementing  
15 regulations, and the economic viability afforded thereby, but has been unable to do  
16 so because of refusal of the local power grid providers to abide with PURPA and its  
17 implementing regulations, and the refusal of CPUC to enforce PURPA and its  
18 implementing regulations, despite repeated efforts by Plaintiff CARE to secure same.

19 32. On January 28, 2011, Plaintiff CARE petitioned FERC to enforce PURPA  
20 and its implementing regulations, and enforce compliance therewith, by CPUC and  
21 local power grid providers. On March 17, 2011, FERC declined to do so.

22 33. As a result of the failure and refusal of CPUC, SCE and other relevant  
23 local power grid providers to comply with and/or enforce compliance with PURPA  
24 and its implementing regulations, Plaintiffs have been frustrated in their efforts to  
25 enter the energy market, and prevented from doing so in a manner and in accordance  
26 with the public policies set forth in PURPA and its implementing regulations.

27 34. PURPA and its FERC adopted implementing regulations mandate the  
28 following:



1           a. Small power production facilities and nontraditional electricity  
2 generating facilities must be afforded means to rapidly and expeditiously interconnect  
3 with existing power grids of the major utilities.

4           b. Major utilities / power grid owners must purchase energy from  
5 available small power production facilities and nontraditional electricity generating  
6 facilities [“Must Take Mandate”], which *de facto* means permitting reasonable and  
7 expeditious interconnection with their grids and not imposing artificial barriers to  
8 doing so or entering into contracts with larger power facilities as a means of blocking  
9 inter-connection and contracts with small power production facilities and  
10 nontraditional electricity generating facilities.

11           c. Wholesale power rates-of-payment are mandated by FERC that the  
12 rate to be paid by major utilities / power grid owners to small power production  
13 facilities and nontraditional electricity generating facilities must be: (1) just and  
14 reasonable to electric consumers and in the public interest; (2) not discriminatory  
15 against small power production facilities and nontraditional electricity generating  
16 facilities; and (3) reflective of the avoided cost to the major utility / power grid  
17 owners of alternative electric energy. It also means that the major utilities / power  
18 grid owners may not favor contracts with larger power production facilities as a  
19 means of manipulating the energy market to ensure a lack of economic viability of  
20 small power production facilities and nontraditional electricity generating facilities.

21           d. “Avoided costs” is defined as the incremental costs to an electric  
22 utility of electric energy or capacity or both which, but for the purchase from the  
23 qualifying facility, such utility would generate itself or purchase from another source.  
24 The factors to be considered in determining avoided costs include: (1) the utility's  
25 system cost data; (2) the terms of any contract including the duration of the  
26 obligation; (3) the availability of capacity or energy from available small power  
27 production facilities or nontraditional electricity generating facilities during the  
28 system daily and seasonal peak periods; (4) the relationship of the availability of

1 energy or capacity from a small power production facility or nontraditional electricity  
2 generating facility to the ability of the electric utility to avoid costs; and (5) the costs  
3 or savings resulting from variations in line losses from those that would have existed  
4 in the absence of purchases from the small power production facility or nontraditional  
5 electricity generating facility.

6 e. Calculation of avoided cost includes that cost which the major utility  
7 / power grid owner would generate itself or would have purchased from another  
8 developer, at a technology specific and tiered sizing comparison; and, when  
9 appropriate, including the cost of creating new generating facilities.

10 f. Purchase power agreements between the major utility / power grid  
11 owners and small power production facilities and nontraditional electricity generating  
12 facilities must contain non-price terms which are fair and just under the totality of the  
13 circumstances, in light of the intent of PURPA and its FERC adopted implementing  
14 regulations to facilitate and promote small power production facilities and  
15 nontraditional electricity generating facilities. This also means that the major utilities  
16 / power grid owners may not impose non-price terms that effectively prevents the  
17 economic viability of small power production facilities and nontraditional electricity  
18 generating facilities.

19 g. State utility commissions are required to implement a trading market  
20 with rates to be paid to renewable energy developers – *i.e.* small power production  
21 facilities and nontraditional electricity generating facilities – for renewable energy  
22 credits [“RECs”]. This means that such commissions may not bundle the RECs  
23 and/or assign them, without compensation therefor, to major utilities / power grid  
24 owners.

25 35. Plaintiffs are informed and believe, and based thereon allege, that PURPA  
26 and its implementing regulations, as set forth in Paragraphs 6-11, 15-16 & 25-34,  
27 have been repeatedly violated by CPUC, SCE and/or other local power grid  
28 providers, as follows:

1 a. SFUI and CARE, as well as other small power production facilities  
2 and nontraditional electricity generating facilities, have not been afforded means to  
3 rapidly and expeditiously interconnect with SCE and/or existing power grids of the  
4 major utilities, because of the use of devices – such as Rule 21 enabled by CPUC –  
5 which enable circumvention of PURPA and its FERC adopted implementing  
6 regulations.

7 b. SCE and other major utilities / power grid owners have repeatedly  
8 and generally avoided purchasing energy from available small power production  
9 facilities and nontraditional electricity generating facilities, and failed to permit  
10 reasonable and expeditious interconnection with their grids, by imposing artificial  
11 barriers to doing so and entering into contracts with larger power facilities as a means  
12 of blocking inter-connection and contracts with small power production facilities and  
13 nontraditional electricity generating facilities. For instance, with CPUC approval,  
14 they enter into contracts with larger energy suppliers who cannot inter-connect for  
15 many years, and then posit those contracts as a basis for claiming that there is no  
16 inter-connection capacity for Plaintiffs and other immediately available small power  
17 production facilities and nontraditional electricity generating facilities.

18 c. Wholesale power rates of payment for small power production  
19 facilities and nontraditional electricity generating facilities, set by FERC as mandated  
20 by PURPA and its implementing regulations – i.e. avoided cost – have been ignored  
21 by CPUC, which instead set a much lower rate for use by SCE and other major  
22 utilities / power grid owners, denominated as the “Market Price Referent.” This  
23 unlawful rate renders economically unfeasible the operation of Plaintiffs and other  
24 small power production facilities and nontraditional electricity generating facilities.  
25 It also enables the major utilities / power grid owners to favor contracts with larger  
26 power production facilities as a means of manipulating the energy market to ensure  
27 a lack of economic viability of small power production facilities and nontraditional  
28 electricity generating facilities.

1           d. Purchase power agreements offered by the major utility / power grid  
2 owners to Plaintiffs and other small power production facilities and nontraditional  
3 electricity generating facilities, with CPUC approval, contain non-price terms which  
4 are not fair and just under the totality of the circumstances, in light of the intent of  
5 PURPA and its FERC adopted implementing regulations to facilitate and promote  
6 small power production facilities and nontraditional electricity generating facilities,  
7 that effectively prevents the economic viability of Plaintiffs and other small power  
8 production facilities and nontraditional electricity generating facilities.

9           e. For instance, without limitation, imposition by SCE, with CPUC  
10 approval, of unilateral curtailment powers and weasel clauses imposed revenue flow  
11 risks and uncertainties that effectively denied Plaintiff SFUI necessary developer  
12 financing. These provisions were not reasonably necessary for SCE or regulatory  
13 purposes of CPUC, were predictably a death knell to any development financing, and  
14 further undermined the purposes of PURPA to enable small power production  
15 facilities and nontraditional electricity generating facilities notwithstanding  
16 traditional obstacles from major utilities / power grid owners and state regulators.

17           f. CPUC approved SCE's scheme to bundled RECs and assign them,  
18 without just and fair compensation therefor to SFUI, in contravention to PURPA and  
19 FERC approved implementing regulations.

20           36. Plaintiffs are informed and believe, and based thereon allege, that  
21 Defendants CPUC and SCE have repeatedly collaborated and enabled each other in  
22 the implementation of matters as set forth in Paragraphs 6-11, 15-16 & 25-35, and in  
23 so doing CPUC failed to perform its regulatory function and instead has encouraged  
24 and enabled SCE in continued efforts to suppress and prevent small power production  
25 facilities and nontraditional electricity generating facilities.

26           37. Plaintiffs are informed and believe, and based thereon allege, that  
27 specifically, but without limitation, CPUC has provided SCE with its approval of a  
28 form contract for use by SCE with interconnecting facilities – SCE's CREST

1 Agreement – which form contract embodies and perpetuates the aforementioned  
2 failures to comply with PURPA and FERC approved implementing regulations and  
3 the concomitant abdication by CPUC of its federally mandated regulatory duties and  
4 obligations.

5 38. Plaintiffs are informed and believe, and based thereon allege, that SCE has  
6 entered into contracts with larger energy suppliers which violate the requirements of  
7 PURPA and its FERC adopted implementing regulations, and serve to prevent and  
8 undermine small power production facilities and nontraditional electricity generating  
9 facilities, many of the contracts having been adopted with the approval and/or  
10 concurrence of CPUC, or otherwise enabled by CPUC.

11 39. SCE has refused to enter into a contract with Plaintiff SFUI which  
12 complies with PURPA and its FERC adopted implementing regulations, instead  
13 imposing the CPUC approved CREST Agreement, with its deficiencies as previously  
14 described herein. Likewise, the relevant local major utility / power grid owner has  
15 refused to enter into contracts with Plaintiff CARE which comply with PURPA and  
16 its FERC adopted implementing regulations.

17 40. Plaintiffs are informed and believe, and based thereon allege, that CPUC  
18 has generally failed to perform its regulatory functions as mandated by PURPA and  
19 its FERC adopted implementing regulations; to the contrary, CPUC has repeatedly  
20 approved contracts, activities and proposals of SCE and other major utility / power  
21 grid owners which do not comply nor conform with PURPA and its FERC adopted  
22 implementing regulations.

23 41. Plaintiffs have repeatedly and concurrently complained informally and  
24 formally about the above-described unlawful acts and omissions of Defendants CPUC  
25 and SCE, and each of them, including without limitation the failure to properly and  
26 sufficiently regulate the field and the major utility / power grid owners, as required  
27 under PURPA and its FERC adopted implementing regulations, often with detailed  
28 cross-references to statutes, regulations and other actions. In each case, CPUC

1 and/or SCE, as relevant, failed and/or refused to take corrective action, sometimes  
2 simply failing to act at all after protracted delays.

3 42. Plaintiffs are informed and believe, and based thereon allege, that the  
4 actions of Defendants have harmed the public interest by undermining the public  
5 policy purposes of PURPA, including but not limited to making available additional  
6 energy supplies, utilization of alternative and renewable energy sources, holding  
7 down energy costs by increased and broader market competition, and enabling small  
8 power production facilities and nontraditional electricity generating facilities.

9 43. In enacting PURPA, Congress made express findings that the federal  
10 regulatory scheme was necessary to respond to the existing, persistent and widespread  
11 recalcitrance of state regulatory agencies and major utilities / power grid owners to  
12 permit small power production facilities and nontraditional electricity generating  
13 facilities; or worse, to affirmatively undermine the latter. The combined efforts of  
14 CPUC, SCE and other major utilities / power grid owners, as above described, have  
15 effectively perpetuated the very conduct of state regulatory agencies and major  
16 utilities / power grid owners which Congress found to exist and wished to remedy;  
17 and these entities have conspired and colluded to do so.

18

19 **CLAIM NO. 2**  
20 **CLAIM FOR DAMAGES FOR DEPRIVATION OF**  
21 **FEDERAL RIGHTS UNDER COLOR OF STATE LAW**  
22 **- Plaintiff SFUI -**  
23 **- Defendants CPUC and SCE -**  
24 **[42 U.S.C. §1983]**

25 44. The federal and constitutional rights of Plaintiff SFUI have been deprived  
26 in that, by virtue of the unlawful acts as above-described in Claim No. 1:

27 a. The federal statutory rights of Plaintiff SFUI – as set forth in FPA and  
28 PURPA, and implementing federal regulations – have been deprived;

b. Plaintiff SFUI was denied its right to reasonably profit from its  
business enterprises, thereby constituting an unlawful and unconstitutional taking

28

1 without just compensation and/or due process of law, as secured by the takings and  
2 due process clauses of the United States Constitution; and/or

3 c. Plaintiff SFUI was denied its right to contract, as secured by the  
4 contracts clause of the United States Constitution.

5 45. At all times pertinent to this Complaint: Defendant CPUC and each of its  
6 commissioners and agents acted under color of state law; further, each of them at all  
7 times acted under color of the statutes, ordinances, regulations, customs and usages  
8 of the State of California and/or CPUC; further, said commissioners and agents were  
9 each of them at all times acting within the course and scope of his/her authority and  
10 agency, and further acting as authorized agents for CPUC and each other.

11 46. At all times pertinent to this Complaint: Defendant CPUC and each of its  
12 commissioners and agents executed the policies and customs established by directive  
13 and/or practice, by State of California and/or CPUC; further, the commissioners and  
14 agents by words, action and/or inaction caused and/or ratified the unlawful acts of  
15 Defendant SCE.

16 47. At all times pertinent to this Complaint: The actions, decisions and  
17 omissions of Defendants and each of them have been made or omitted pursuant to  
18 official policy of the relevant entity and each of them, and all decisions have been by  
19 the person(s), body and/or entity with final authority to do so for the relevant entity.

20 48. At all times pertinent to this Complaint: Each of the Defendant entities  
21 were acting as agents and/or principals of each other.

22 49. At all times pertinent to this Complaint: Defendants, acting through their  
23 respective principals and agents, have conspired with one another to effect the illegal  
24 purposes alleged herein; to engage and engaged in the illegal conduct here mentioned,  
25 to the injury of Plaintiff SFUI of the rights, privileges and immunities secured to  
26 Plaintiff SFUI by the laws of the United States, as above-described in *inter alia*  
27 Paragraphs 6-11, 15-16 & 25-43. One or more acts in furtherance of the conspiracy  
28 have been committed.

1           50. At all times pertinent to this Complaint: Defendants, and their respective  
2 principals and agents, acted in concert to engage in the illegal conduct here  
3 mentioned, to the injury of Plaintiff SFUI of the rights, privileges and immunities  
4 secured to Plaintiff SFUI by the laws of the United States, as above-described in  
5 Paragraphs 6-11, 15-16 & 25-43.

6           51. At all times pertinent to this Complaint: Defendants, their principals and  
7 agents, and each of them, knew or should have known that the wrongs here  
8 mentioned involving Plaintiff SFUI were about to be committed; and further each of  
9 them had the power to prevent or aid in preventing the commission of the same.  
10 Despite this, said Defendants, their principals and agents, and each of them, refused  
11 and/or failed to prevent or aid in preventing the commission of said wrongs, and said  
12 wrongs were in fact committed, denying Plaintiff SFUI its rights secured under the  
13 laws of the United States, as above-described in Paragraphs 6-11, 15-16 & 25-43.

14           52. At all times pertinent to this Complaint: Defendants, their principals and  
15 agents, and each of them, set in motion a chain of events which each knew or  
16 reasonably should have known, would cause the wrongs here mentioned, as above-  
17 described in Paragraphs 6-11, 15-16 & 25-43, and/or the consequential injuries and  
18 damages to Plaintiff SFUI.

19           53. At all times pertinent to this Complaint: Defendants, their principals and  
20 agents, and each of them, participated in and/or caused the unlawful conduct  
21 mentioned herein, as above-described in Paragraphs 6-11, 15-16 & 25-43.

22           54. At all times pertinent to this Complaint: Defendant SCE, and each of its  
23 principals and agents, by virtue of conspiring and/or acting in concert with CPUC,  
24 and its commissioners and agents, and/or acting to further the decisions and actions  
25 of CPUC, acted under color of state law.

26           55. Defendants CPUC and SCE, their respective principals and agents, and  
27 each of them, participated in and/or proximately caused the aforementioned unlawful  
28



1 conduct, as above-described in Paragraphs 6-11, 15-16 & 25-43, and each acted in  
2 concert with each other to that effect.

3 56. Plaintiff SFUI incurred, and continues to incur, economic injuries,  
4 damages and expenses, lost business opportunities, and other consequential damages,  
5 past, present and future, all of which were caused by the aforementioned conduct of  
6 the Defendant CPUC and SCE, their respective principals and agents, and each of  
7 them, in an amount to be proved at trial.

8 57. Plaintiff SFUI incurred, and continues to incur, legal fees and expenses,  
9 all of which were caused by the aforementioned conduct of the Defendant CPUC and  
10 SCE, their respective principals and agents, and each of them, in an amount to be  
11 proved at trial.

12 58. The acts, omissions, decisions and conduct of the Defendants CPUC and  
13 SCE, their respective principals and agents, and each of them, caused all of the  
14 aforementioned injuries and damages of Plaintiff SFUI.

15 59. As a direct and proximate result of the aforementioned acts and/or  
16 omissions of the Defendants CPUC and SCE, their respective principals and agents,  
17 and each of them, Plaintiff SFUI was subjected to economically intolerable  
18 conditions.

19 60. Plaintiff SFUI has acted reasonably to mitigate its damages caused by and  
20 arising from the aforementioned acts and/or omissions of the Defendants CPUC and  
21 SCE, their respective principals and agents, and each of them.

22 61. At all relevant times herein, Defendants CPUC and SCE, their respective  
23 principals and agents, and each of them, acted with malice and reckless disregard for  
24 the federal constitutional, statutory and regulatory rights, under the laws and  
25 Constitution of the United States, entitling Plaintiff SFUI to punitive damages from  
26 Defendant SCE.

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**CLAIM NO. 3**  
**CLAIM FOR DAMAGES FOR DEPRIVATION OF**  
**FEDERAL RIGHTS UNDER COLOR OF STATE LAW**  
– Plaintiff CARE –  
– Defendant CPUC –  
[42 U.S.C. §1983]

62. The federal and constitutional rights of Plaintiff CARE have been deprived in that, by virtue of the unlawful acts as above-described in Claim No. 1:

a. The federal statutory rights of Plaintiff CARE – as set forth in FPA and PURPA, and implementing federal regulations – have been deprived;

b. Plaintiff CARE was denied its right to reasonably and economically operate its nonprofit business enterprises, thereby constituting an unlawful and unconstitutional taking without just compensation and/or due process of law, as secured by the takings and due process clauses of the United States Constitution; and/or

c. Plaintiff CARE was denied its right to contract, as secured by the contracts clause of the United States Constitution.

63. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents acted under color of state law; further, each of them at all times acted under color of the statutes, ordinances, regulations, customs and usages of the State of California and/or CPUC; further, said commissioners and agents were each of them at all times acting within the course and scope of his/her authority and agency, and further acting as authorized agents for CPUC and each other.

64. At all times pertinent to this Complaint: Defendant CPUC and each of its commissioners and agents executed the policies and customs established by directive and/or practice, by State of California and/or CPUC; further, the commissioners and agents by words, action and/or inaction caused and/or ratified the unlawful acts of Defendant SCE.

65. At all times pertinent to this Complaint: The actions, decisions and omissions of Defendant CPUC, its commissioners and agents, and each of them, have

1 been made or omitted pursuant to official policy of the relevant entity and each of  
2 them, and all decisions have been by the person(s), body and/or entity with final  
3 authority to do so for the CPUC.

4 66. At all times pertinent to this Complaint: Defendant CPUC, its  
5 commissioners and agents, and each of them, knew or should have known that the  
6 wrongs here mentioned involving Plaintiff CARE were about to be committed; and  
7 further each of them had the power to prevent or aid in preventing the commission of  
8 the same. Despite this, said Defendant, its commissioners and agents, and each of  
9 them, refused and/or failed to prevent or aid in the preventing the commission of said  
10 wrongs, and said wrongs were in fact committed, denying Plaintiff CARE its rights  
11 secured under the laws of the United States, as above-described in Paragraphs 6-11,  
12 15-16 & 25-43.

13 67. At all times pertinent to this Complaint: Defendants CPUC, its  
14 commissioners and agents, and each of them, set in motion a chain of events which  
15 each knew, or reasonably should have known, would cause the wrongs here  
16 mentioned, as above-described in Paragraphs 6-11, 15-16 & 25-43, and/or the  
17 consequential injuries and damages to Plaintiff CARE.

18 68. At all times pertinent to this Complaint: Defendant CPUC, its  
19 commissioners and agents, and each of them, participated in and/or caused the  
20 unlawful conduct mentioned herein, as above-described in Paragraphs 6-11, 15-16  
21 & 25-43.

22 69. Defendant CPUC, its commissioners and agents, and each of them,  
23 participated in and/or proximately caused the aforementioned unlawful conduct, as  
24 above-described in Paragraphs 6-11, 15-16 & 25-43, and each acted in concert with  
25 each other to that effect.

26 70. Plaintiff CARE incurred, and continues to incur, economic injuries,  
27 damages and expenses, lost business opportunities, and other consequential damages,  
28 past, present and future, all of which were caused by the aforementioned conduct of

1 the Defendant CPUC, its commissioners and agents, and each of them, in an amount  
2 to be proved at trial.

3 71. Plaintiff CARE incurred, and continues to incur, legal fees and expenses  
4 all, of which were caused by the aforementioned conduct of the Defendant CPUC, its  
5 commissioners and agents, and each of them, in an amount to be proved at trial.

6 72. The acts, omissions, decisions and conduct of the Defendant CPUC, its  
7 commissioners and agents, and each of them, caused all of the aforementioned  
8 injuries and damages of Plaintiff CARE.

9 73. Plaintiff CARE has acted reasonably to mitigate its damages caused by and  
10 arising from the aforementioned acts and/or omissions of the Defendant CPUC, its  
11 commissioners and agents, and each of them.

12  
13 **CLAIM NO. 4**  
14 **EQUITABLE RELIEF**  
15 **INJUNCTIVE RELIEF; DECLARATORY RELIEF**  
16 **- Plaintiffs SFUI and CARE -**  
17 **- Defendant CPUC -**  
18 **[PURPA; 42 U.S.C. §1983]**

19 74. Plaintiffs, and each of them, are entitled to orders declaring the conduct,  
20 whether by acts omissions, of Defendant CPUC, its commissioners and agents, and  
21 each of them, are each and all unlawful, in each and all of the particulars described  
22 in Paragraphs 6-11, 15-16 & 25-43.

23 75. Plaintiffs, and each of them, are entitled to orders enjoining the unlawful  
24 conduct, whether by acts omissions, of Defendant CPUC, its commissioners and  
25 agents, and each of them, to remedy each and all of the particulars described in  
26 Paragraphs 6-11, 15-16 & 25-43 and the consequences thereof. Plaintiffs, and each  
27 of them, are seeking and are entitled to temporary, preliminary and injunctive relief.

28 76. Plaintiffs, and each of them, are being irreparably harmed by the unlawful  
conduct, whether by acts omissions, of Defendant CPUC, its commissioners and  
agents, and each of them, as described in Paragraphs 6-11, 15-16 & 25-43, and will

1 continue to be so harmed unless and until the requested declaratory and/or injunctive  
2 relief is granted as prayed.

3  
4 **CLAIM NO. 5**  
5 **EQUITABLE RELIEF**  
6 **INJUNCTIVE RELIEF; DECLARATORY RELIEF**  
7 **- Plaintiff SFUI -**  
8 **- Defendant SCE -**  
9 **[PURPA; 42 U.S.C. §1983]**

10 77. Plaintiff SFUI is entitled to orders declaring the conduct, whether by acts  
11 omissions, of Defendant SCE, its principals and agents, and each of them, are each  
12 and all unlawful, in each and all of the particulars described in Paragraphs 6-11, 15-  
13 16 & 25-43.

14 78. Plaintiff SFUI is entitled to orders enjoining the unlawful conduct, whether  
15 by acts omissions, of Defendant SCE, its principals and agents, and each of them, to  
16 remedy each and all of the particulars described in Paragraphs 6-11, 15-16 & 25-43  
17 and the consequences thereof. Plaintiff SFUI is seeking and is entitled to temporary,  
18 preliminary and injunctive relief.

19 79. Plaintiff SFUI is being irreparably harmed by the unlawful conduct,  
20 whether by acts omissions, of Defendant SCE, its principals and agents, and each of  
21 them, as described in Paragraphs 6-11, 15-16 & 25-43, and will continue to be so  
22 harmed unless and until the requested declaratory and/or injunctive relief is granted  
23 as prayed.

24 **FURTHER COMMON ALLEGATIONS**  
25 **- CAUSATION AND DAMAGES -**

26 80. At all times pertinent to this Complaint, the Defendants CPUC and SCE,  
27 their respective principals and agents, and each of them, intended to do the acts  
28 described herein, and/or to fail to do the acts required of them in respect to any  
omissions described herein.

81. Each of the Defendants CPUC and SCE, their respective principals and  
agents, and each of them, participated in and/or proximately caused the

1   aforementioned unlawful conduct, and acted in concert with the other named  
2   Defendant and its respective principals and agents, and each of them, and other  
3   persons whose identities and/or extent of involvement are not yet known to Plaintiffs.

4           82. Plaintiffs are entitled to recover their reasonable attorneys' fees, by statute,  
5   and by virtue of their acting herein as private attorneys general, advancing substantial  
6   public interests under FPA and PURPA.

7           83. The Defendants CPUC and SCE, their respective principals and agents, and  
8   each of them, in engaging in the aforementioned conduct, acted with malice. The acts  
9   and omissions of each Defendant, and of their respective principals and agents, and  
10   each of them, was ratified by the Defendants and/or each of them, who were each  
11   informed of the unlawful conduct of its agents and either approved the acts or failed  
12   to take any corrective action despite having the power and opportunity to do so.  
13   Plaintiff SFUI is entitled to recover punitive damages from Defendant SCE, in an  
14   amount to be proved at trial.

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**PRAYER**

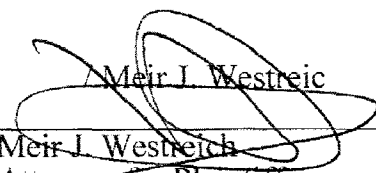
17           **WHEREFORE**, Plaintiffs seek judgment against defendants jointly and  
18   severally, except as specifically indicated, for:

- 19           1. Compensatory damages, according to proof;
- 20           2. Special consequential damages, including but not limited to economic  
21   damages, financial losses, damage to business and economic opportunities, attorneys'  
22   fees, legal costs, and other as yet undetermined damages, according to proof;
- 23           3. Punitive damages from SCE for Plaintiff SFUI, according to proof;
- 24           4. Declaratory relief as prayed herein, and as may appear necessary and proper;
- 25           5. Temporary, preliminary and permanent injunctive relief as prayed herein,  
26   and as may appear necessary and proper;
- 27           6. Reasonable attorneys' fees and costs of suit pursuant to statute and as private  
28   attorneys general; and

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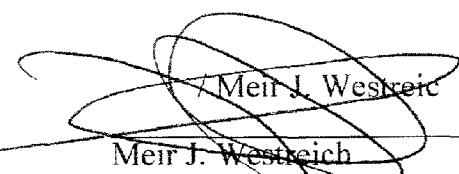
7. For such further relief as the Court may deem necessary and proper.

Dated: June 10, 2011

  
Meir J. Westreich  
Attorney for Plaintiffs

Plaintiffs demand trial by jury.

Dated: June 10, 2011

  
Meir J. Westreich  
Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge S. James Otero and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

**CV11- 4975 SJO (JCGx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

-----  
**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



Name & Address:  
Meir J. Westreich CSB 73133  
Attorney at Law  
221 East Walnut Street, Suite 200  
Pasadena, Ca. 91101  
Tel. 626-440-9906 / FAX 626-440-9970

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation,  
PLAINTIFF(S)

v.

CALIFORNIA PUBLIC UTILITIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON CO., a California Corporation  
DEFENDANT(S).

CASE NUMBER

CV11 04975 SD JCG X

SUMMONS

TO: DEFENDANT(S): CALIFORNIA PUBLIC UTILITIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Meir J. Westreich, whose address is 221 East Walnut Street, Suite 200, Pasadena, Ca. 91101. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: JAN 10 2011

By: CHRISTOPHER POWERS  
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**COPY**  
**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation.	<b>DEFENDANTS</b> CALIFORNIA PUBLIC UTILITIES COMMISSION, an Independent California State Agency; SOUTHERN CALIFORNIA EDISON CO., a California Corporation.
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<b>(h) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Meir J. Westreich, Attorney at Law CSB 73133 221 East Walnut Street, Suite 200 Pasadena, Ca. 91101 Tel. 626-440-9906 FAX 626-440-9970	Attorneys (If Known)
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<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> <td style="width:40%;"></td> <td style="width:10%;"><b>PTF</b></td> <td style="width:10%;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td><input checked="" type="checkbox"/> 4</td> <td><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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**IV. ORIGIN** (Place an X in one box only.)

1 Original Proceeding   
  2 Removed from State Court   
  3 Remanded from Appellate Court   
  4 Reinstated or Reopened   
  5 Transferred from another district (specify):   
  6 Multi-District Litigation   
  7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT**    **JURY DEMAND:**  Yes     No (Check "Yes" only if demanded in complaint)

**CLASS ACTION** under F.R.C.P. 23:  Yes     No    **MONEY DEMANDED IN COMPLAINT:** \$ According to Proof

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 16 USC sec.824a-3; 42 USC sec.1983. Enforcement of Public Utilities Enforcement Act rights for small / alternative utilities seeking to interconnect w/ major utility.

**VII. NATURE OF SUIT** (Place an X in one box only.)

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage-Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER</b> <b>PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 IIIA (1395if) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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**FOR OFFICE USE ONLY:** Case Number: 011 04975

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT, CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  No  Yes  
If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Diego County	Santa Cruz County

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	San Francisco County

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	San Diego County Santa Cruz County San Francisco County

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER) \_\_\_\_\_ Date June 10, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases.

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935ff(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

COPY

FILED

NAME, ADDRESS & TELEPHONE NUMBER OF ATTORNEY(S) FOR, OR, PLAINTIFF OR DEFENDANT IF PLAINTIFF OR DEFENDANT IS PRO PER

MEIR J. WESTREICH CSB 73133  
Attorney at Law  
221 East Walnut Street, Suite 200  
Pasadena, Ca. 91101  
Tel. 626-440-9906 / FAX 626-440-9970

11 JUN 10 PM 4:03  
CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
L. W. WHITELEC

ATTORNEYS FOR Plaintiffs

BY: \_\_\_\_\_

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SOLUTIONS FOR UTILITIES, INC., a California Corporation; CALIFORNIANS FOR RENEWABLE ENERGY, INC., a California Non-Profit Corporation  
v.  
CALIFORNIA PUBLIC UTILITIES COMM'N, a California Independent Agency; SOUTHERN CALIFORNIA EDISON CO. a California Corp.

CASE NUMBER:  
**CV11 04975 JCG**

**CERTIFICATION AND NOTICE  
OF INTERESTED PARTIES  
(Local Rule 7.1-1)**

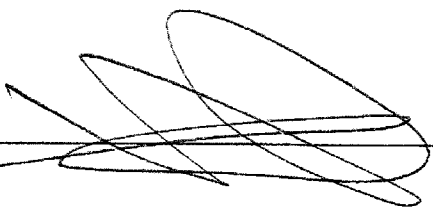
TO: THE COURT AND ALL PARTIES APPEARING OF RECORD:

The undersigned, counsel of record for Plaintiffs  
(or party appearing in pro per), certifies that the following listed party (or parties) may have a direct, pecuniary interest in the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification or recusal. (Use additional sheet if necessary.)

**PARTY CONNECTION**  
(List the names of all such parties and identify their connection and interest.)

- |  |  |
|--|--|
| Solutions for Utilities, Inc. ["SFUI"], a California Corporation<br>Mary Hoffman   | Plaintiff<br>President of Plaintiff SFUI |
| Californians for Renewable Energy, Inc. ["CARE"],<br>a California Non-Profit Corporation<br>Michael Boyd                               | Plaintiff<br>President of Plaintiff CARE |
| California Public Utilities Commission,<br>a California Independent Agency<br>Southern California Edison Co., a California Corporation | Defendant<br>Defendant                   |

June 10, 2011  
Date

Sign 

Meir J. Westreich  
Attorney of record for or party appearing in pro per